



**OFFICE OF THE  
GUWAHATI METROPOLITAN DEVELOPMENT  
AUTHORITY**

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**REQUEST FOR PROPOSAL**

**Tender No. GMDA/DEV/79/2019/12 DATED. 09.07.2019**

**ENGAGEMENT OF PROJECT MANAGEMENT CONSULTANT FOR CONSTRUCTION  
SUPERVISION & MONITORING OF 107 MLD SOUTH GUWAHATI WEST WATER  
SUPPLY PROJECT AT GUWAHATI, ASSAM.**

Date of issue of Tender Paper: Tender document can only be seen and downloaded  
from <https://assamtenders.gov.in> from 6.00 P.M. of  
11.07.2019

Date & time of pre bid meeting	: 22.07.2019 at 14.00 Hours
Seek clarification end date	: 26.07.2019 at 14.00 Hours
Last Date & time of receipt of Tender	: 31.07.2019 at 14.00 Hours
Date & time of opening of Technical Bids Hours.	: 31.07.2019 at 15.00 Hours.
Date & time of opening of Price Bids	: To be intimated later

**Cost of Bid document: Rs. 5,000/- ( Rupees Five Thousand ) only**

**TENDER NO. GMDA/DEV/79/2019/12**

**DATED 09.07. 2019**

## **SHORT NOTICE INVITING RFP**

Guwahati Metropolitan Development Authority (GMDA) invites Request For Proposal (RFP) for engagement of a Project Management Consultant (PMC) having reputation with experience in **Construction Supervision & Monitoring of 107 MLD South Guwahati West Water Supply Project** to perform the functions as mentioned in the Terms of References (TOR) of the RFP for Construction Supervision & Monitoring of 107 MLD South Guwahati West Water Supply Project at Guwahati, Assam.

**Cost of Tender document: Rs. 5,000/-**(Rupees five thousand only) (Non refundable)

**Earnest money: Rs. 1.0 Lakh** (Rupees One Lakh) only.

The cost of tender paper and earnest money shall be submitted in the form of Demand Draft from a Nationalized/Scheduled Bank to be pledged in favour of Chief Executive Officer, Guwahati Metropolitan Development Authority, payable at Guwahati

Date of issue of Tender Paper: Tender document can only be seen and downloaded from <https://assamtenders.gov.in> from 6.00 P.M. of 11.07.2019

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Last Date & time of receipt of Tender : 31.07.2019 at 14.00 Hours

Date & time of opening of Technical Bids :31.07.2019 at 15.00 Hours.

Date & time of opening of Price Bids : To be intimated later

The details of the tender is available on GMDA website: **[www.gmda.assam.gov.in](http://www.gmda.assam.gov.in)**

**& [www.assamtenders.gov.in](http://www.assamtenders.gov.in)**

The authority reserves the right to make the changes to the terms of RFP documents and reject any or all offers without assigning any reasons thereof.

Sd/-

Chief Executive Officer  
Guwahati Metropolitan Development Authority  
Bhangagarh, Guwahati-781005

**BID DOCUMENT FOR CONSULTANCY SERVICES FOR PROJECT  
ENGINEERING, SUPERVISION AND MANAGEMENT FOR 107 MLD  
SOUTH GUWAHATI WEST WATER SUPPLY PROJECT AT  
GUWAHATI UNDER GMDA.**

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## **DISCLAIMER**

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants (consultants) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law,

statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Project Management Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to project site inspection, preparation of proposal, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Sd/-

Chief Executive Officer

Guwahati Metropolitan Development Authority

Bhangagarh, Guwahati-781005

# **CHAPTER-1**

## **1.0 INTRODUCTION.**

**1.1 Guwahati Metropolitan Development Authority (GMDA)** is a state agency of the Government of Assam created for the development of the Guwahati Metropolitan Area. The authority is responsible for planning and development of the metropolitan region and also co-coordinating with other public agencies operating within Guwahati Metropolitan Area on developmental activities.

GMDA is implementing a 107 MLD capacity water supply project at Guwahati to cater to the drinking water requirement of the South Guwahati (Western part) areas of the city. The project is being executed by M/s Gammon Engineers & Contractors Pvt. Ltd (GECPL), Mumbai on Turn-key basis. The approved revised project cost till this date is **Rs. 389.53 Crores**, where the value of M/s. GECPL's scope of work is **Rs. 374.63 Crores**. Water will be sourced from the river Brahmaputra by installation of 3 nos of Raw Water Intake pump houses. Presently, 2 nos intake pump houses have been made functional and the third one is under construction. The water Treatment plant is located at Sadilapur near the approach to Saraighat Bridge over river Brahmaputra at Jalukbari and at a distance of about 6.32 Km from the river water intake. There are 2 nos of 50% capacity (each) water treatment plants, out of which one is almost completed. The 2<sup>nd</sup> one is under construction. Some clarified water distribution reservoirs are also being constructed in different suitable locations to provide water to different distribution networks under the project area. The specified area for distribution of drinking water under this project is subdivided into 54 nos of District Metering Areas (DMAs), out of which, pipe laying works, flushing , hydro tests etc of 4 DMAs are on the final stage of completion. Major grid pipelines of other area are also being laid.

The project was commenced in March' 2009 and was to be completed by September' 2011. However, the project suffered setback on account of various reasons, for which, excessive delay has occurred. As on date, the project is about 95.75% completed. GMDA has set the target of commissioning of the project by November '2019. The scope of work as per BOQ of approved revised T.S. of the project amounting to Rs. 389.53 Crores is attached as **Annexure-I** (details may be seen in the office of the GMDA). A brief status on the completed/ incompleted works in respect of major work components is attached as **Annexure-II** .

The Water Supply Zones of Guwahati city showing the command area for South Guwahati

West Water Supply Project (marked red), the Key Plan showing the major project components and the project area are attached as **Annexure-III, IV & V** for presenting a basic idea about the project command area. GMDA had engaged a consultancy firm namely, M/s Tahal Consulting Engineers Ltd, New Delhi as Project Management Consultant (PMC) for Engineering, Supervision, Project management, however, the firm backed out due to various reasons at the final stage of the project.

### **1.2 Intent of the RFP.**

GMDA intends to recruit a new Project Management Consultant (PMC) having experience in the relevant field for construction supervision & monitoring of the **balance works and successful commissioning of the South Guwahati West Water supply Project.**

**The Terms of Reference (ToR)** for consultancy services are more specifically described in Chapter-2.

## **CHAPTER-2**

### **2.0 SCOPE OF SERVICES.**

The services to be provided by the consulting firm for the aforesaid water supply project as described in Chapter-1 shall comprise of the following as relevant and applicable to the project.

### **2.1 TERMS OF REFERENCE:**

- a. The consulting firm having reputation with experience in Water supply projects is required to provide assistance in construction, erection, testing and commissioning, environmental safeguards monitoring, preparation & issue of necessary progress reports, and improve the agency's project management capacity.
- b. The Consultant will be responsible for monitoring, supervision and management of the balance works of the suppliers (vendors) and contractor (M/s. GECPL) and ensure successful completion & commissioning of the Project. Also, the consultant shall review the works of the contractor for any deficiency.
- c. The Consultant will ensure that the Project is built on schedule in a satisfactory manner to the required standards within the budget. The Consultant will provide project management and supervision services for the duration of the entire Project.
- d. The consultant will be responsible for inspection and supervision of the construction works, installation of equipment and testing, in order to ensure that the works are implemented and goods supplied in accordance with the designs, specifications and terms and conditions of the relevant civil/mechanical/chemical/electrical/electronics works and supply contracts in conformity with the terms & conditions of the Contract Agreement of the project.
- e. The Consultant should have/should make their own office set up at Guwahati for providing PMC service.
- f. The services to be provided by the Consultant include but are not limited to, the following:
  - (i) Convening and conducting site and periodic co-ordination/project review meetings (facilitated with by power point presentation) and preparing minutes of the meetings/record of the proceedings of the meetings.
  - (ii) Checking and approval of designs, plans, technical calculations and drawings submitted by contractor and their recommendations to the Client for according onward approval or rejection ;
  - (iii) Review and approval of programs for manufacturers/vendors and delivery of materials at site for construction/installation ;
  - (iv) Preparation of project monitoring plan ;



- (v) Preparing, maintaining and monitoring project master schedule;
- (vi) Establishing and maintaining cost control and monitoring of cost, checking, verification certification of contractor's works bill for payment;
- (vii) Keeping record of measurement of works executed by the contractor.
- (viii) Quality control during manufacturing of equipment and witnessing of selected factory tests & QAP etc.;
- (ix) Supervision of dismantling and construction works to ensure required quality and progress of the Project;
- (xi) Assist GMDA in overall implementation of the environmental management plan (EMP), resettlement plan (RP) and monitoring contractor's implementation of environmental mitigation measures against hazard, if any;
- (xii) Assessment of contractor's claims and related claim management as well as assessment of omission/variation of scope of work (if arises) as per the provision of the tender document.
- (xiii) Provide capacity building to the GMDA in environmental safeguards, assist GMDA in preparing semi-annual safeguard monitoring reports and to provide early warning and reporting of any potential safeguard risks with detailed description of the event and proposed corrective actions;
- (xiv) Approval of methods and procedures for commissioning tests to be submitted by contractors and issuance necessary certificate for system readiness;
- (xv) Witnessing of contractor's tests on completion and commissioning;
- (xvi) Preparation and follow-up of deficiency lists for contractors;
- (xvii) Assistance in preparation & issuing of provisional taking over certificates;
- (xviii) Compilation and checking on correctness of contractor's final Technical documentation, validation of "As-Built Drawings" submitted by the contractor and preparation of operation and maintenance manuals ( i.e. O & M Manuals) of the project ;
- (xix) Provision of home office support for the assistance to GMDA in the relevant technical matters;
- (xx) Review of project progress and preparation of quarterly progress reports;
- (xxi) Preparation of Final Project Completion Report;
- (xxii) Advise GMDA on any contractual or technical disputes that may arise between the contractor and GMDA during the implementation phase;
- (xxiii) Undertake project monitoring and evaluation during project implementation; and Provide input on the field of responsibility to required monthly,

quarterly progress reports and other reports as may be required.

- (xxiv) Assist GMDA in obtaining All statutory / general requirements, i.e, obtaining of clearances/NOC from different departments of GoI/ GoA/ any statutory agencies.
- (xxv) Liaisoning with different Central Govt./State Govt./Semi-Govt./Private agencies for resolving issues related to hindrances faced (if any) at site by the contractor during execution of project activities.
- (xxvi) Preservation of all contract documents, correspondences and reports, drawings in both soft form and hard form and hand over to the client at the time of formal closure of the project
- (xxvii) The consultant will have to deploy following minimum manpower for smooth supervision & monitoring of the project

<b>Sl. No.</b>	<b>Designation</b>	<b>Nos.</b>
<b>A</b>	<b>Professional Personnel : Experts &amp; Specialists</b>	
1	Team Leader/Chief Resident Engineer	1
2	Civil Engineer	4
3	Mechanical Engineer	2
4	Electrical Engineer/ Electronics Engineer	1
5	Chemical Engineer	1
6	Finance Expert	1
	<b>Total=</b>	<b>10</b>
<b>B</b>	<b>Support Personnel</b>	<b>4</b>

- (xxviii) The engineers proposed to be deployed as mentioned in Sl. No. (xxvii) should have necessary experience in the field in their respective engineering disciplines as mentioned at Chapter-4 at Clause No. 4.2.2(C).
- (xxix) Review of work program schedule submitted by the contractor for the execution of the project and monitoring the same , preparation of project quality plans & checklists to ensure client's requirement.
- (xxx) Review of work program schedule submitted by the contractor for the execution of the project and monitoring the same , preparation of project quality plans & checklists to ensure client's requirement.
- (xxxi) Preparation of Supplementary Tender/Tender Agreement, if there is any omission of item of work(s) or may required to be executed as per site condition which were not within the scope of the BOQ of the original Tender Document but considerable within the allowable variation.

## **CHAPTER-3**

### **3.0 TERMS AND CONDITIONS:**

#### **3.1 Familiarization with the project:**

The consulting firm shall visit the project sites to collect information and salient technical input data of the project at the proposed locations and gather information of all balance works left to be executed, at their own cost. The firm may visit GMDA's office to have an exchange of ideas, see the Contract Document executed between GMDA and the M/s. Gammon India Ltd. (later on known as M/s. Gammon Engineers & Contractors Pvt. Ltd.) as well as previous correspondences in respect of the project and necessary assistances so as to formulate the basis of their proposal.

#### **3.2 Completion of time:**

Total time of completion of the services shall be initially for **four (4) months** from the date of issue of Preliminary Work Order/ Letter of Intent (LOI). However, GMDA may consider extension of the time of completion of PMC services, if necessary, with mutual extension agreement.

#### **3.3 Escalation and Price Variation:**

The price quoted shall be firm and on monthly basis. No escalation and price variation will be entertained for the period as stated in clause No. 3.2.

#### **3.4 Sale of RFP Document**

Tender documents can be downloaded from [www.gmda.assam.gov.in](http://www.gmda.assam.gov.in) and [www.assamtenders.gov.in](http://www.assamtenders.gov.in) The bid document fee Rs. 5,000/- (Rupees Five Thousand ) only (Non- refundable) to be submitted in the form of demand draft only, payable to Chief Executive Officer GMDA at Guwahati. Documents without the requisite fee will be cancelled.

#### **3.5 Validity of the Proposal**

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the "**PDD**").

#### **3.6 Brief description of the Selection Process**

The Authority has adopted a two stages selection process (collectively the "**Selection Process**") in evaluating the Proposals comprising Technical and Financial Bids to be submitted in two separate sealed envelopes.

- i). In the first stage, a technical evaluation will be carried out as specified in Clause 4.31. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 4.32.
- ii). In the second stage, a financial evaluation will be carried out as specified in Clause 4.33. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 4.34. The first ranked Applicant shall be selected for negotiation (the "**Selected Applicant**") while the second ranked Applicant will be kept in reserve.

### **3.7 Schedule of proposal Submission Process**

The Authority would endeavour to adhere to the following schedule:

<u><b>Sl.No</b></u> <u><b>Event Description</b></u>	<u><b>Proposed Dates</b></u>
Date of issue of Tender Paper	: Tender document can only be seen and downloaded from <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> from 6.00 P.M. of 11/07/2019
Date & time of pre bid query meeting	: 22.07.2019 at 14.00 Hours (IST).
Seek clarification end date	: 26.07.2019 upto 14.00 Hours
Last Date & time of receipt of Tender	: 31.07.2019 upto 14.00 Hours
Date & time of opening of Technical bids	: 31.07.2019 at 15.00 Hours
Date & time of opening of price bids	: To be intimated later
Signing of Agreement	: Within 15 days of LOA
Validity of Applications	: 180 days from Proposal Due Date (PDD)

### **3.8 Pre-Proposal visit to the Site and inspection of data**

Prospective applicants may visit the water supply project plant at sites on their own cost and review the available data at any time prior to Proposal due date (PDD). For this purpose, they will provide at least two day's notice to the Chief Executive Officer, Guwahati Metropolitan Development Authority, Bhangagarh, Guwahati-5, Assam.

### **3.9 Pre-Proposal Conference (Pre Bid Meeting)**

The date, time and venue of Pre-Proposal Conference shall be:

Date & Time : 22.07.2019 at 14.00 Hours (IST).

Venue : Conference Hall of GMDA's office, Bhangagarh, Guwahati-5.

### **3.10 Communications**

3.10.1 All communications including the submission of Proposal should be addressed to:

Chief Executive Officer,  
Guwahati Metropolitan Development Authority.  
Bhangagarh : Guwahati-5. Assam. India  
Ph : 0361- 2529650/ 2529824. Fax: 0361-2529991  
Email : ceogmdaghy@gmail.com/ ceo.gmda-as@nic.in

3.10.2 The Official Website of the Authority is: [www.gmda.assam.gov.in](http://www.gmda.assam.gov.in)

3.10.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

### **3.11 Force Majeure:**

Neither GMDA nor the Consultancy firm shall be considered in default in performance of the obligations under the contract if such performance is prevented or delayed by event, such as but not limited to, war, hostilities, revolutions, riots, civil commotion, strikes, lock outs, conflagrations, epidemic, accident, fire, wind, flood, drought, earthquake or because of any law and order, proclamation, regulation or ordinance of Government or of any act of God or for any other cause beyond the reasonable control of the party affected, provide notice in writing of any such cause with necessary evidence that the obligation under the contract in there by affected or prevented or delayed is given within the shortest possible period without delay.

### **3.12 Performance Guarantee:**

The Consultant shall carry out the services in conformity with generally accepted norms and sound standards of engineering. The consulting Engineer shall be responsible for the technical soundness of the service rendered. In the event of any deficiency in those services, the Consultant shall promptly redo such design and engineering at no additional cost to GMDA and to enable GMDA, if necessary to carry out such rectification and/or modification as may be required. The successful bidder shall enter into a contract with GMDA upon award of the contract for the services and shall submit performance guarantee as per format for the contract in the form a Bank Guarantee from a Nationalised/ Scheduled Bank for an amount of 10% of the contract price and to be valid for the entire contract period.

If the consulting firm fails to perform its services satisfactorily within the stipulated

completion period as per clause no. 3.2, the performance bank guarantee along with the earnest money submitted by the firm shall be forfeited.

**3.13 Additional Services:**

Scope of this tender document generally covers all Project Management consultancy services required for successful completion of the project as per scope. However, any item of services not specifically mentioned but essential for successful completion of the above project as per scope will not be considered additional.

**3.14 Contract Agreement**

A contract agreement shall have to be made for the consultancy services, which is to be mutually agreed upon.

**3.15 PAYMENT TERMS:** Payment of consultancy fee will be as per accepted and approved rate and will be made on monthly basis and will be paid upon submission of monthly consultancy service bill invoice by the successful Consultant. All payment will be made in Indian Rupee.

**3.16 Experience criteria:**

The tenderer shall have the following minimum experience:

Experience of delivering engineering, project management consultancy services of **“similar nature of projects within India”** during last 5 (five) years from the date of tender. The above is to be supported by documentary evidences.

**3.17 Arbitration:**

All disputes or differences what-so-ever arising between the parties out of or relating to this order shall be settled mutually. However if this cannot be settled mutually, the same shall be settled by arbitration as per APWD rule. The venue of arbitration shall be at Guwahati.

## **Chapter-4**

### **A. General**

#### **4 Instruction to bidders:**

- 4.1 The tender documents shall not be sold directly in the office of CEO, GMDA and not be sent by post or courier from this office.
- 4.2 The bidders are required to upload their tender in <https://assamtenders.gov.in> portal only. GMDA shall not be held responsible for the delay, if any, in the non-receipt of the same.
- 4.3 Bidders are required to go through the procedure as specified in <https://assamtenders.gov.in> portal to upload the Bid document.
- 4.4 The hard copy Bid shall be submitted in two separate sealed envelopes enclosed in one sealed cover. Sealed cover and envelopes should be inscribed with the following:
  - 1.The RFP no.
  - 2.Content of the envelop.
  - 3.Address of the purchaser.
  - 5.Address of the tenderer.
- 4.5 Envelop-1 shall contain Technical Bid in duplicate with the original marked as "Original.
- 4.6 Envelop-2 shall contain the Price Bid in duplicate with the original marked as "Original.
- 4.7 The above two envelopes shall be sealed and inscribed with envelop number, RFP number and address of purchaser and tender must be enclosed together in a sealed cover and delivered by hand or sent by "Registered Post with Acknowledgment Due"/Speed Post/ "Reputed Courier Service" to the purchaser to reach him on or before the due date and time of submission of tender. Tender received after due date & time of submission shall not be accepted.
- 4.8 All pages of the Bid and other accompanying documents shall be signed with seal at the lower right hand corner with date by the Bidder or any person authorized by the bidder.
- 4.9 No overwriting shall be allowed. Any writing requiring correction shall be struck out and signed. No correcting ink shall be used.
- 4.10 Any Bid which is incomplete, ambiguous, or not in compliance with the Bid Document is liable to be rejected.
- 4.11 Envelope-2 containing Price Bids of the technically accepted Bidders will be opened at a later date with prior intimation only to those Bidders whose Tenders are considered eligible.

- 4.12 Price shall be quoted monthly basis showing taxes and duties if any.
- 4.13 Bidders shall deposit Earnest money in the form of Demand draft from a Nationalised/ Scheduled Bank to be pledged in favour of Chief Executive Officer, Guwahati Metropolitan Development Authority payable at Guwahati. Bids without Earnest money shall be rejected outright.
- 4.14 Cost of the tender document is to be paid in the form of Demand draft from a Nationalised/ Scheduled Bank to be pledged in favour of Chief Executive Officer, Guwahati Metropolitan Development Authority payable at Guwahati. The bid without payment of cost of bid document as above shall be rejected outright.
- 4.15 The bidder shall submit copy of PAN and Annual Turnover statements of last 3 (three) financial years to be certified by a registered Chartered Accountant.
- 4.16 The validity of the bid shall be 180 ( One Hundred and Eighty) days from the date of tender.
- 4.17 Issue/download of Tender documents to/by the bidder will not automatically mean that the bidder is qualified for the Award of the Contract. The bidders will be required to further fulfill the Qualification Criteria given in the Tender Document before being considered eligible for the Award of Contract. No Condition/Deviation which is either additional or in modification of the tender conditions shall be included in the bid submitted by the bidder. If the bid contains any such conditions or deviations from the tender conditions, the bid will be rejected.
- 4.18 Any revisions, clarifications, corrigendum, addendum, time extensions etc. to this tender will be posted on <https://assamtenders.gov.in> and [www.gmda.assam.gov.in](http://www.gmda.assam.gov.in) websites only. Bidders should regularly visit the website to keep themselves updated.
- 4.19 In case the date of opening of the bid as mentioned above is declared to be a holiday, the bids shall be received and opened on the next working day at the same time and venue.
- 4.20 GMDA reserved the right to accept or reject any tender in part or in full or cancel/ withdraw the notice inviting the RFP without assigning any reasons there of whatsoever and is not bound to accept the lowest tender and in such cases, no tenderer/ intending tenderer shall have any claim arising out of such action.

#### **4.1 Scope of Proposal**

- 4.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in the Terms of Reference (TOR) at Chapter No. 2. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be



deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

4.1.2 The Applicant shall submit its Proposal in the form and manner specified in the Appendices of the RFP. The Technical Bid shall be submitted in the form at Appendix-I and the Financial Bid shall be submitted in the form at Appendix-II.

4.1.3 **Key Personnel**

The Consultancy Team shall consist of the following key personnel (the "**Key Personnel**") with conditions of eligibility as specified in clause (4.2.2 (C)) below. CVs for those Key Personnel will be submitted with the Proposal.

Sl. No.	Key Personnel	No.
1	Team Leader/Chief Resident Engineer	1
2	Civil Engineer	4
3	Mechanical Engineer	2
4	Electrical Engineer/ Electronics Engineer	1
5	Chemical Engineer	1
8	Finance Expert	1

**4.2 Conditions of Eligibility of Applicants**

4.2.1 Applicants must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

4.2.2 To be eligible for evaluation of its Proposal, Applicant must meet terms and conditions for **eligibility criteria both Technical and Financial as below.**

**(A) Technical Criteria :**

1. The Applicants must be reputed and registered under Company/Society Act or an Institution recognized by State/ Central Government of India (GOI). International firm operating in India should have registration in India with registered office.
2. Having experience of Construction supervision & monitoring of water supply project in India.

3. Applicant has never been blacklisted or banned by any Government Department/PSU/Semi Government Agency/ Funding agencies in India and if blacklisted, blacklisting was duly cancelled and currently not black listed. The applicant should submit self-certification to this effect. Any applicant found black listed by any Government Department/PSU/Semi Government Agency in India, shall not be considered for this bid.
4. Should be a single entity. No joint ventures/consortium will be permitted for providing services under this bid.
5. Agency must be functional for the last 05 years.
6. Documents in support of similar earlier experience including letter of intent/work order issued/contract agreement, certificate of satisfactory performance in consultancy service offered in Construction supervision & monitoring of water supply project should be submitted along with the proposal.

**(B) Financial Criteria**

1. Shall have average annual turnover of Rs. 25.00 Lacs (Rupees twenty five lacs) only from consultancy works during past 03 years. (Last year to be considered will be F.Y. 2018-19).
2. The Net Worth of the applicant should be positive on the close of last financial year and also for last 03 years.
3. The applicant has to submit the annual report/ audited accounts/ balance sheets for last 3 years duly certified by the Chartered Accountant of the agency.

**Note:** *All documentary evidence of experience including client's references and certificates must be enclosed in support of the same, otherwise bid could be rejected.*

**(C) Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified in the table here below:

SN	Key Personnel	Education Qualification	Min. Prof. exp.	Experience on Eligible Assignments
1	<b>Team Leader/Chief Resident Engineer</b>	Post-Graduate/ Graduate in Civi/Mechanical Engineering	10 yrs	He / She should have experience in construction supervision of monitoring (till commissioning) of major water supply project in India as a team leader
2	<b>Civil Engineer</b>	Post-Graduate/ Graduate in civil Engineering-2nos and Diploma in civil Engineering-2nos	03 yrs	He / She should have experience in the field of construction supervision of monitoring civil works of major water supply project in India..
3	<b>Mechanical Engineer</b>	Post-Graduate/ Graduate in Mechanical Engineering	03 yrs	He / She should have experience in the field of construction supervision of monitoring mechanical works of major water supply project in India.
4	<b>Electrical Engineer</b>	Graduate in Electrical Engineering	03 yrs	He / She should have experience in the field of construction supervision of monitoring electrical works of major water supply project in India.
5	<b>Electronics Engineer</b>	Graduate in Electronics Engineering	03 yrs	He / She should have experience in the field of construction supervision of monitoring electronics works of major water supply project in India.
6	<b>Chemical Engineer</b>	Graduate in Chemical Engineering	03yrs	He / She should have experience in the field of construction supervision of monitoring chemical works of major water supply project in India.
8	<b>Finance Expert</b>	Post-Graduate/ MBA /CA	3yrs	He / She should have undertaken Financial analysis and modeling for atleast one Eligible Assignments.

- i) Availability of Key Personnel : The Applicant shall offer and make available all Key Personnel meeting the requirements as specified above.
- ii) A Technical Bid will automatically be rejected in case the CV submitted for Team Leader position is non-eligible.
- iii) A Technical Bid will automatically be rejected in case any three or more CVs for positions other than the Team Leader are non-eligible.

4.2.3 The Applicant should submit a Power of Attorney as per the format at Form-

4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.

4.2.4 An Applicant should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

4.2.5 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

#### **4.3 Conflict of Interest**

Refer to Chapter No. 5 of this RFP for Definition and Guidance on Conflict of interest.

#### **4.4 Number of Proposals**

No Applicant shall submit more than one Application for the Consultancy.

#### **4.5 Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

#### **4.6 Acknowledgement by Applicant**

4.6.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters

referred to in Clause 4.1 above;

(d) satisfied itself about all matters, things and information, including matters referred to in Clause 4.5 herein above, necessary and required for submitting an informed application and performance of all of its obligations there under;

(e) acknowledged that it does not have a Conflict of Interest; and

(f) agreed to be bound by the undertaking provided by it under and in terms hereof.

4.6.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

#### **4.7 Right to reject any or all Proposals**

4.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to the Selection Process and reject all Proposals (Bids), at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

4.7.2 Without prejudice to the generality of Clause 4.7.1, the Authority reserves the right to reject any Proposal if:

(a) at any time, a material misrepresentation is made or discovered, or

(b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal (Bid) .

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals(Bids) have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

#### **4.8 Contents of the RFP**

4.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum/ Amendment issued in accordance with Clause 4.9.

#### **A. REQUEST FOR PROPOSAL**

1 Introduction

- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Miscellaneous

## **B. DOCUMENTS**

### **SCHEDULES**

**Schedule-1 Terms of Reference as mentioned in Chapter No. 2**

**Schedule-2 Guidance Note on Conflict of Interest as per Chapter No. 5**

### **APPENDICES**

#### **APPENDIX-I - TECHNICAL BID**

Form-1 - Letter of Proposal

Form-2 - Particulars of the Applicant Form-3 - Statement of Legal Capacity

Form-4 - Power of Attorney

Form-5 - Financial Capacity of the Applicant

Form-6 - Particulars of Key Personnel

Form-7 - Proposed Methodology and Work Plan

Form-8 - Abstract of Eligible Assignments of the Applicant

Form-9 - Curriculum Vitae (CV) of Key Personnel

Form-10 - Deployment of Personnel

#### **APPENDIX-II - FINANCIAL BID**

## **4.9 Clarifications**

4.9.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of proposal submission Process at Clause 3.7.

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

4.9.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 4.9 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

#### **4.10 Amendment of RFP**

4.10.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by e-mail.

4.10.2 All such amendments will be notified in writing through e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants and will be part of bid document.

4.10.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

### **C. PREPARATION AND SUBMISSION OF PROPOSAL**

#### **4.11 Language**

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal (Bid) unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal (Bid), the translation in English shall prevail.

#### **4.12 Format and signing of Proposal**

4.12.1 The Applicant shall provide all the information sought under this RFP.

The Authority would evaluate only those Proposals (Bids) that are received in the specified forms and complete in all respects.

4.12.2 The Applicant shall prepare one original set of the Proposal (Bid) (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "**ORIGINAL**". In addition, the Applicant shall submit 1 (one) copy of the Proposal (Bid), along with Documents, marked "**DUPLICATE COPY**". In the event of any discrepancy between the original and its duplicate copy, the original shall prevail.

4.12.3 The Proposal (Bid) and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "Authorised Representative") as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix- I (Form-4) shall accompany the Proposal (Bid).

4.12.4 Applicants should note the Proposal Due Date, as specified in Clause 3.7, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 4.20. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 4.22.

#### **4.13 Technical Proposal (Bid)**



4.13.1 Applicants shall submit the technical proposal (Bid) in the formats at **APPENDIX-I** (the "**Technical Bid**").

4.13.2 While submitting the Technical Proposal (Bid), the Applicant shall, in particular, ensure that:

- (a) The Bid Security is provided;
- (b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) Power of Attorney, if applicable, is executed as per Applicable Laws; (d) CVs of all Professional Personnel have been included;
- (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 4.2
- (f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (g) The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant's authorized representative. Unsigned and/or non-countersigned CVs shall be rejected. Scan copies of CVs will be accepted at the time of Proposal submission but original copies will be required from the Selected Consultant at the time of signing the contract.
- (h) The CVs shall contain an undertaking from the respective Key Personnel about his/ her availability for the duration specified in the RFP;
- (i) Professional Personnel proposed have good working knowledge of English & Hindi language;
- (j) Key Personnel would be available for the period indicated in the TOR;
- (k) No Key Personnel should have attained the age of 70 (seventy) years or more at the time of submitting the proposal; and
- (l) The proposal is responsive in terms of Clause 4.20.3.

4.13.3 Failure to comply with the requirements spelt out in this Clause 4.13 shall make the Proposal (Bid) liable to be rejected.

4.13.4 The Technical Proposal (Bid) shall not include any financial information relating to the Financial Proposal (Bid).

4.13.5 The proposed team shall be composed of experts and specialists (the "**Professional Personnel**") in their respective areas of expertise and managerial/support staff (the "**Support Personnel**") such that the Consultant should be able to complete the PMC of the project within the specified time schedule. The Key Personnel specified in Clause 4.1.3

shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this the PMC of the project.

4.13.6 No Sub-Consultancy shall be permitted. However, if necessary to engage suitable Sub-Consultants in specific areas of expertise, the consultant will have to seek prior approval of Authority. But such engagement will not relieve the consultant from his obligation. A Sub-Consultant, will not be allowed for substitution of any Key Personnel.

4.13.7 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

4.13.8 In case it is found during the evaluation or at any time before signing of the agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

#### **4.14 Financial Proposal (Bid)**

4.14.1 Applicants shall submit the financial proposal (Bid) in the formats at **APPENDIX-II** (the "**Financial Bid**") clearly indicating the total cost of the Monthly Consultancy ( i.e. Monthly Consultancy Fee) in both figures and words, in Indian Rupees and signed by the Applicant or his/her Authorised Representative.

4.14.2 The Financial Proposal (Bid) should be inclusive of all the costs and taxes.

4.14.3 In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

4.14.4 While submitting the Financial Proposal (Bid), the Applicant shall ensure the following :

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), office establishment, accommodation, air fare, hire charge of vehicle to be used for conveyance or carriage of equipment, printing of documents, surveys, preparation of drawings, validation of "As-Built Drawings" ,geo- technical investigations etc. as per RFP requirements. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non- responsive and liable to be rejected.
- (ii) The Financial Proposal (Bid) shall take into account all expenses.
- (iii) Costs shall be expressed in INR (Indian Rupees) only

#### **4.15 Submission of Proposal**

4.15.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any

discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

4.15.2 The Proposal will be sealed in an outer envelope '**Cover C**' which will bear the address of the Authority, RFP Notice number, Consultancy name as indicated at Clauses 3.10.1 and 3.10.3 and the name and address of the Applicant. It shall bear on top, the following:

*"Do not open, except in presence of the Authorised Person of the Authority"*

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

4.15.3 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked '**Cover A- TECHNICAL BID**' and the other clearly marked '**Cover B -PRICE BID**'. The envelope marked "**TECHNICAL BID**" shall contain:

(i) Application in the prescribed format (**Form-1 of Appendix-I**) along with other Forms of Appendix-I and supporting documents; and

(ii) Bid security as specified in Clause 4.19.1

The envelope marked "**PRICE BID**" shall contain the financial proposal in the prescribed format (**Appendix-II**).

4.15.4 The Technical Proposal (Bid) and Financial Proposal (Bid) shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.

The completed Proposal (Bid) must be delivered on or before the specified time on Proposal Due Date. Proposals (Bids) submitted by fax, telex or e-mail shall not be entertained. The authority is not responsible for any postal/courier delay or any consequences.

4.15.5 The Proposal (Bid) shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts, etc. will be entertained.

4.15.6 The rates quoted shall be firm throughout the period of performance of

the assignment till commissioning of the project including acceptance of the proposal by the Authority and discharge of all obligations of the Consultant under the Agreement.

#### **4.16 Proposal Due Date**

4.16.1 Proposal should be submitted at or before 14.00 hours on the Proposal Due Date specified at Clause 3.7 at the address provided in Clause 3.10 in the manner and form as detailed in this RFP.

4.16.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 4.10 uniformly for all Applicants.

#### **4.17 Late Proposals**

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

#### **4.18 Modification/ substitution/ withdrawal of Proposals**

4.18.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.

4.18.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 4.16, with the envelopes being additionally marked:

**"MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL"**, as appropriate.

4.18.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

#### **4.19 Bid Security**

4.19.1 The Applicant shall furnish as part of its Proposal, **Earnest Money (Bid Security): A Bid Security amount of Rs. 1.0 Lakh (Rupees One Lakh) only** . in the form of Demand draft from a Nationalized Bank in India placed in

favour of Chief Executive Officer, GMDA payable at Guwahati **to be submitted along with the Technical bid**. The Bid Security shall be returned after completion of the bid process.

4.19.2 Any Proposal/Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

4.19.3 The Authority shall not pay any interest on the Bid Security and the same shall be interest free.

4.19.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the preparation/documentation of the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- (b) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (c) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 4.24.1;
- (d) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 4.28 and 4.29 respectively; or
- (e) If the Applicant is found to have a Conflict of Interest as specified in Clause 4.3.

## **D. EVALUATION PROCESS**

### **4.20 Evaluation of Proposals (Bids)**

4.20.1 The Authority shall open the Technical Bids as specified in Clause 3.7 at 13.00 hours (IST) , at the place specified in Clause 3.9 and in

the presence of the Applicants who choose to attend. If the opening date is happened to be holiday, the next working day shall be considered as opening of proposal date.

The envelopes marked "**Technical BID**" shall be opened first. The envelopes marked "Financial Bid" shall be kept sealed for opening at a later date to be intimated. For downloaded document if the Proposal submission is not accompanied by the bid cost as per Clause 3.4 shall be considered as non-responsive.

4.20.2 Proposals (Bids) for which a notice of withdrawal has been submitted in accordance with Clause 4.18 shall not be opened.

4.20.3 Prior to evaluation of Proposals ( Bids) , the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- (a) The document fee is submitted along with the bid.
- (b) The Technical Proposal (Bid) is received in the form specified at **Appendix-I**;
- (c) It is received by the Proposal Due Date including any extension thereof pursuant to Clause 4.16;
- (d) It is accompanied by the Bid Security as specified in Clause 4.19.1.
- (e) It is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 4.12 and 4.15;
- (f) It is accompanied by the Power of Attorney as specified in Clause 4.2.3;
- (g) It contains all the information (complete in all respects) as requested in the RFP;
- (h) It does not contain any condition or qualification; and
- (i) It is not non-responsive in terms hereof.

4.20.4 The Authority reserves the right to reject any Proposal (Bid) which is non- responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

4.20.5 The Authority shall subsequently examine and evaluate Proposals (Bids) in accordance with the Selection Process specified at Clause 4.31 and the

criteria set out in Clause No. 4.32 of this RFP.

4.20.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 4.32 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation of the Proposals shall be carried out in terms of Clause 4.33 .

4.20.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

4.20.8 Any information contained in the Proposal (Bid) shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

4.20.9 The Authority reserves the right to invite some or all of the Tenderers ( Bids) to attend interviews at short notice during the evaluation period. The purpose of the interview will be to seek additional clarification regarding the tenders submitted. Should this be the case, the exact date and location will be confirmed in due course.

#### **4.21 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained



professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

#### **4.22 Clarifications**

4.22.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

4.22.2 If an Applicant does not provide clarifications sought under Clause 4.22.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

### **E. APPOINTMENT OF PROJECT MANAGEMENT CONSULTANT (PMC)**

#### **4.23 Negotiations**

4.23.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

#### **4.24 Substitution of Key Personnel**

4.24.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

4.24.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 2% (two per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 8% (eight per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

#### **4.25 Indemnity**

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 10% (ten percent) of the Agreement value for any direct loss or damage that is caused due to any deficiency in PMC services.

#### **4.26 Award of Consultancy**

After selection, a **Letter of Intent (the "LOI")** shall be issued to the Selected Applicant. The Selected Applicant shall, within 15 (fifteen) days from the date of the LOI shall submit the Letter of Acceptance (LOA) along with the Performance Security.

#### **4.27 Performance Security:**

The successful bidder shall submit 5% of the accepted bid cost as Performance Security by way of Bank Guarantee from Nationalized/Scheduled bank in favour of CEO, GMDA along with letter of acceptance prior to signing of the contract. The Performance Security shall be submitted separately in form of Bank Guarantee in prescribed format for the consultancy services. The validity of the Performance Security will be 3 months from the date of submission of the LOA. The bid security of the successful bidder to be submitted vide clause 4.19.1 may be converted as the part of performance security .

#### **4.28 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period as intimated vide LOA as prescribed in Clause 4.26. The Selected Applicant shall not be entitled to request/seek any deviation in the Agreement.

#### **4.29 Commencement of assignment**

The notice to proceed with the Consultancy shall be issued within 10 (ten) days from the date of signing of the agreement.

The time allowed for the assignment is mentioned in LOA as specified clause No. 4.26.

If the Consultant fails to either sign the Agreement or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security/ Performance Security of the first ranked Applicant shall be forfeited.

#### **4.30 Proprietary data**

Subject to the provisions of Clause 4.21, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority.

Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

#### 4.31. CRITERIA FOR EVALUATION

##### 4.31.1 Evaluation of Technical Proposals

**4.31.1.1** In the first stage, the Technical Proposal (Bid) will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants **whose Technical Bid get a score of 60 marks or more out of 100 shall qualify for further consideration**, and shall be ranked from highest to the lowest on the basis of their **Technical Score (TS)**.

**4.31.1.2** The scoring criteria to be used for evaluation shall be as follows.

Sl. No.	Parameter	Max. Marks
1	<p><b>Background of the organization.</b> (see clause 4.32.1.4 here below for assignments work value) Experience of the Firm offering PMC for major water supply projects.</p> <ul style="list-style-type: none"> <li>Σ 10 years and above – (40 marks)</li> <li>Σ 8-12 years – (35 marks)</li> <li>Σ 5-8 years – (30 marks)</li> </ul>	40
2.	<p><b>Number of major water supply projects where the consultant has done timely commissioning of the project as a PMC.</b></p> <ul style="list-style-type: none"> <li>Σ &gt;5 projects – (15 marks)</li> <li>Σ 3-5 projects – (12 marks)</li> <li>Σ 1-2 projects – (8 marks)</li> </ul>	15

<b>3.</b>	<b>Background, experience and qualifications of the key personnel proposed to be assigned to the work, including their familiarity with similar work undertaken by agency.</b>	<b>45</b>
	CV of each Key Personnel be evaluated with the marks allocation as per Cl. 4.31.1.3. Marking would be done with the highest experience getting full mark and others in proportion.	

**4.31.1.3** Evaluation of the CVs will be held with respect to the weights for each key position as given in the table below.

Sl. No.	Key Personnel	Weight in the max. 45 marks
1	Team Leader/Chief Resident Engineer	20%
2	Civil Engineer	30%
3	Mechanical Engineer	20%
4	Electrical Engineer/ Electronics Engineer	10%
5	Chemical Engineer	10%
6	Finance Expert	10%
	<b>Total</b>	<b>100%</b>

**4.31.1.4** Eligible Assignments for Firm experiences

As specified in clause 4.2.2 Technical Criteria.

**4.32 Short-listing of Applicants**

The Applicants ranked as aforesaid Cl. 4.31 shall qualify for financial evaluation in the second stage.

**4.33 Evaluation of Financial Proposal (Bid)**

4.33.1 In the second stage, the financial evaluation will be carried out of all technically qualified bidders as per clause 4.33.3.

4.33.2 For financial evaluation, the cost quoted in the Financial Bid, in **Appendix-II**.

4.33.3 The Authority will determine whether the Financial Bids are complete, disqualified and unconditional. The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal of technically qualified bidder will be qualified for awarding the consulting

service contract.

#### **4.35 FRAUD AND CORRUPT PRACTICES**

4.35.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

4.35.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.35.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner

whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process.

- (b) **"fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### **4.36 MISCELLANEOUS**

4.36.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Guwahati, Assam shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

4.36.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Applicant in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
- (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

4.36.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and

dvisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

4.36.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

4.36.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

4.36.6 **FORCE Majeure:** Force Majeure shall be defined as follows:

“Neither the Client nor the Consulting Engineer shall be considered in default in performance of the obligations under this Agreement if such performance is prevented or delayed by events such as, war, hostilities, revolution, riots, civil commotion, strikes, lock outs, Conflagrations, epidemics, accident, fire, wind, flood, draught earthquake or because of any law, order, proclamation, regulation or ordinance of any act of God, or for any other cause beyond the reasonable control of the party affected provided notice in writing of any such clause with necessary evidence that the obligation under the Agreement is thereby affected or prevented or delayed is given within 15 (fifteen) day from the happening of the event with sufficient documentary proof with regard to its existence and its continuance thereafter. As soon as the cause of force majeure has been removed, the party whose ability adducing necessary evidence in support thereof from the date of the occurrence of a case of force majeure, the obligation of the party affected shall be suspended during the continuance of any inability so cause until the case itself and inability resulting there from have been removed and the agreed time of completion of the resulting obligations under this Agreement shall stand extended by a period equal to the period of delay occasioned by such events.”

Sd/-

Chief Executive Officer

Guwahati Metropolitan Development Authority

Bhangagarh, Guwahati-781005



## **CHAPTER-5**

***(See Clause 4.3)***

### **Guidance Note on Conflict of Interest**

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/contractors. Some of the situations that would involve conflict of interest are identified below:
  - (a) Authority and consultants:
    - (i) Potential consultant should not be privy to information from the Authority which is not available to others;
    - (ii) Potential consultant should not have recently worked for the Authority overseeing the project.
  - (b) Consultants and concessionaires/contractors:
    - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/contractor save and except relationships restricted to project-specific and short-term assignments; or
    - (ii) No consultant should be involved in owning or operating entities resulting from the project.
4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information

from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants having contracted with the Authority to draw up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called "scope-creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

## **APPENDIX-I - TECHNICAL PROPOSAL (BID)**

## **FORM-1**

### **Letter of Proposal**

(On Applicant's letter head)

(Date and Reference)

To,

The Chief Executive Officer  
Guwahati Metropolitan Development Authority  
Bhangagarh, Guwhati-5

**Sub: Proposal for offering Project Management Consultancy services for Preparation of Construction Supervision & Monitoring of 107 MLD South Guwahati West Water Supply Project at Guwahati, Assam.**

**Dear Sir,**

With reference to your RFP Document dated ....., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Project Management Consultancy services for Preparation of Construction Supervision & Monitoring of 107 MLD South Guwahati West Water Supply Project at Guwahati, Assam. The proposal is unconditional and all information provided in the Proposal and in the Appendices is true and correct. All documents accompanying such Proposal are true copies of their respective originals.

2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
  - (b) I/We do not have any conflict of interest in accordance with Clause 4.3 of the RFP Document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4.35 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
8. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/Managers/employees.
11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the State Government in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

12. A Bid Security amount of Rs. 1,00,000.00 (Rupees One Lakh only) in the form of a Demand Draft is attached, in accordance with the RFP document.
13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
14. I/We agree to keep this offer valid for 180 (one hundred and Eighty) days from the Proposal Due Date specified in the RFP.
15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
16. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement with the Authority.
17. I/We have studied the RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
18. The Financial Proposal (Bid) is being submitted in a separate cover. This Technical Proposal (Bid) read with the Financial Proposal (Bid) shall constitute the Application which shall be binding on us.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,  
(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant )

## FORM-2

### Particulars of the Applicant

1.	<b>Name of the organization</b>	
2.	<b>Permanent address</b> Tel : Fax : Email Id :	
3.	<b>Name of the Authorized person for submitting proposal:</b> Mobile No. : Email id : (Attach Authorization letter of Competent Authority)	
4.	<b>Registration details</b> Registered under: Registration year : Registration No. : (Attach copy of Registration certificate)	
5.	<b>Demand draft Details for Bid Security.</b> Amount : DD No. : Issuing Date : Name of the Bank :	
6.	<b>Whether the Agency functional for the past 05 (five) years : Y/N</b>	
7.	<b>Whether the Agency was blacklisted : Y/N</b>  If yes whether that blacklisting was not cancelled : Y/N  (If yes, attach copy of same and the affidavit)	
8.	<b>Brief professional background of the organization</b>	

(Signature, name and designation of the authorised signatory)

For and on behalf of .....

**FORM-3**

**Statement of Legal Capacity**

*(To be forwarded on the letter head of the Applicant)*

Ref. Date:

**To,**

**The Chief Executive Officer  
Guwahati Metropolitan Development Authority  
Bhangagarh, Guwhati-5**

Dear Sir,

Sub: **Proposal for offering Project Management Consultancy services for Preparation of Construction Supervision & Monitoring of 107 MLD South Guwahati West Water Supply Project at Guwahati, Assam.**

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal\*), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that ..... (insert individual's name) will act as our Authorised Representative on our behalf and has been duly authorized to submit our Proposal.

Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory) For

and on behalf of.....

*\*Please strike out whichever is not applicable*



**FORM-4**

**Power of Attorney**

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms.....son/daughter/wife and presently residing at..... , who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the **"Authorised Representative"**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for **Project Management Consultancy services for Preparation of Construction Supervision & Monitoring of 107 MLD South Guwahati West Water Supply Project at Guwahati, Assam, India** being implemented by the Guwahati Metropolitan Development Authority (the **"Authority"**) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE

EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY

OF .....,2017

For .....

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

(Signature, name, designation and address of the Attorney)

*Notes:*

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of INR 100 (hundred) and duly notarised by a notary public.*

*Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

## **FORM-5**

### **Financial Capacity of the Applicant**

(Refer Clause 4.2.2 (B))

<b>Sl No.</b>	<b>Financial Year</b>	<b>Turn Over(in INR)</b>	<b>Net Worth(in INR)</b>
1	2016-2017		
2	2017-2018		
3	2018-2019		
	<b>Total</b>		

(The bidder to attach audited annual report, balance sheets, profit and loss account and audit reports certified by C.A.)

**FORM-6**

**Human Resource (HR) proposed for this work:**

<b>SI No.</b>	<b>Designation</b>	<b>Name</b>	<b>Educational Qualification</b>	<b>Experience in construction supervision &amp; monitoring of water supply project</b>	<b>Remarkable achievement</b>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

(The bidder to attach detailed CV's)

**FORM-7**

**Work Experience**

(Refer Clause 4.2.2)

Sl No	Client	Address	Name of the water supply project	Value of consultancy fess (in INR)	Work order issued/MoA Signed on (date) (Attach documents )	Project completed & commissioned on (date) (Attach certificate of successful completion issued by client)	Status of the PMC services in the project & status of the project (Attach document)

\* (The bidder may use additional sheet/s if necessary)

## **FORM-8**

### **Eligible Assignments of Applicant**

(Refer Clause 4.31.1.4)

Name of Applicant:	
Name of the Project:	
Size in number of vehicles or other particulars	
Description of services performed by the Applicant firm:	
Name of Client and Address:  (Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs. Crore ):	
Payment received by the Applicant (in INR crore):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

#### **Notes:**

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

**FORM-9**

**Curriculum Vitae (CV) of Key Personnel**

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:  
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

**Name of project    Description of responsibilities in project supervision & monitoring**

\* (Use separate sheet for each Eligible Project)

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

- 1     I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
  
- 2     I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place .....

(Signature and name of the authorised signatory of the Applicant)

**Notes :**

1. Use separate form for each Key Personnel
2. The names and chronology of assignments included here should conform to the project-wise details submitted in **Form-7 of Appendix-I.**
3. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

**FORM-10**

**Deployment of Personnel**

SN	Name	Designation	Man- Months (MM)													
			At Project Site	Away from Project Site (specify)	1	2	3	4	5	6	7	8	9	10	11	12



**FORM-11:**

**Bank Guarantee for performance security**

To,

**Chief Executive Officer,  
Guwahati Metropolitan Development Authority  
Bhangagarh, Guwahati.**

WHEREAS

..... (name and address of consultant) (herein after called the Consultant) the RFP vide no. GMDA/..... dated: .../.../2016, has been called for to execute the "**Project Management Consultancy services for Preparation of Construction Supervision & Monitoring of 107 MLD South Guwahati West Water Supply Project at Guwahati, Assam, India**" (hereinafter called "the contract");

And whereas it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by a Nationalized/Scheduled Bank for the sum specified therein as Earnest Money for compliance with his obligations in accordance with the contract;

And whereas we have agreed to give the Consultant such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the consultant up to a total of Rs.....(amount for guarantee) (Rupees .....(in words), such sum being payable in the types and proportion of currencies in which the Earnest Money is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. .... (amount for guarantee) (Rupees.....(in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the consultant before presenting us with the demand;

We further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the contract document which may be made between you and the consultant shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until ..... days from the date of opening of Bids i.e. the date of expiry will be ....., .....

Signature & Seal of the Guarantor

Name of Bank;.....

Address:.....

Date: .....

## **APPENDIX-II - FINANCIAL PROPOSAL (BID)**

## **FINANCIAL PROPOSAL ( BID)**

(On Applicant's letter head)

(Date and Reference)

To  
The Chief Executive Officer  
Guwahati Metropolitan Development Authority  
Bhangagarh, Guwhati-5

**Subject: Project Management Consultancy services for Preparation of Construction Supervision & Monitoring of 107 MLD South Guwahati West Water Supply Project at Guwahati, Assam, India**

Dear Sir,

I/ We, the undersigned, offer to provide the Project Management Consultancy services for the above mentioned subject in accordance with your Request for Proposal dated DD.MM.YYY and our Technical Proposal ( Bid).

Our Financial Proposal (Bid) corresponding to execution of the Scope of Services as mentioned in the Terms of Reference is submitted as per the Financial Proposal Standard Format submitted along with.

The quoted amount are exclusive of the local taxes and per month basis, which shall be firm throughout the period of the PMC services till the specified completion time.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. 180 days from the Proposal Due Date DD.MM.YYYY.

No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

(Signature, name and designation of the authorised signatory)

## **PRICE BID FORM**

### **Financial Proposal Format**

For

**Project Management Consultancy services for Preparation of Construction Supervision & Monitoring of 107 MLD South Guwahati West Water Supply Project at Guwahati, Assam, India**

Sl.No.	Item	Amount in Figure	Amount in Words
1	<b>Monthly Consultancy Fees for Preparation of Construction Supervision &amp; Monitoring (Lump Sum quote)</b>		
2	<b>GST ( as applicable)</b>		
	<b>Total=</b>		

Note: Rate quoted is exclusive of taxes. The Authority shall add up the applicable taxes on award of the contract.

**Declaration :**

I/We hereby declare that the information provided above is true, complete and correct to my/our knowledge and I hereby vow to abide by all the terms and conditions mentioned in the RFP. If any of the information given by me/ us is found to be false/ incomplete, then my bid/work allotted will be cancelled.

Name and designation of the authorized person:

Signature:

Date:

Place:

**ABSTRACT OF REVISED ESTIMATE ITEMWISE COST OF 107 MLD SOUTH GUWAHATI WEST WATER SUPPLY PROJECT ( AS ASSESSED BY THE EARLIER PMC).**

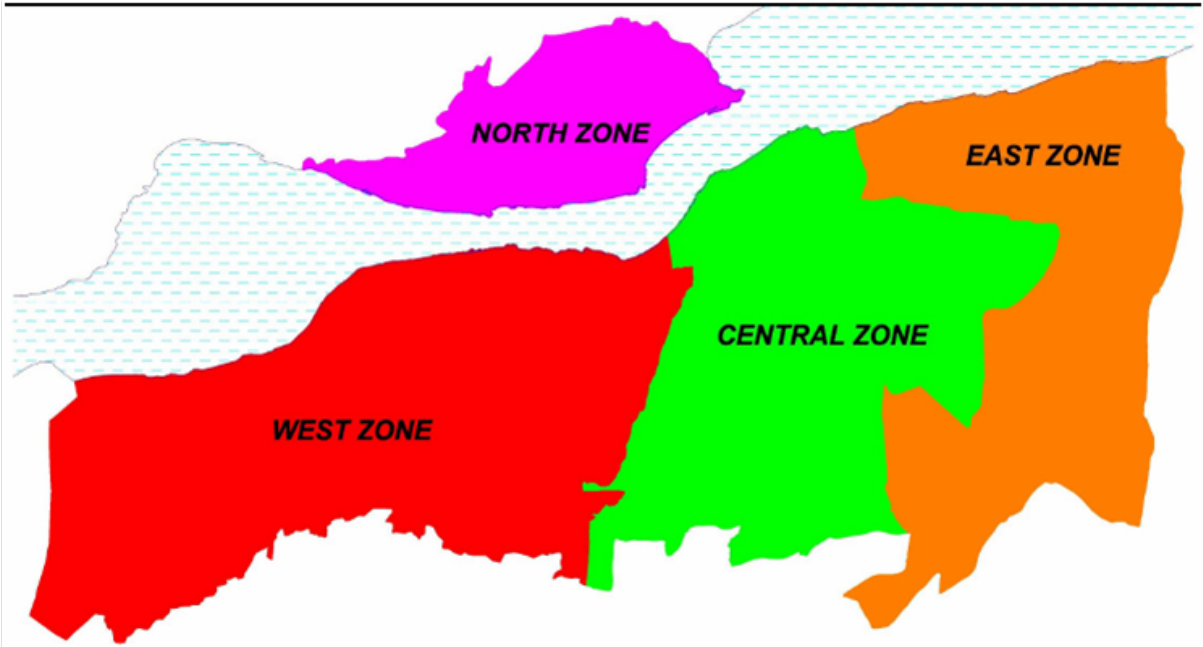
Sl. No.	Description of item as per price break up proposed	Cost in Rs. as per original A.A.	Cost in Rs. as per Revised T.S.	Cost in Rs. as per T.S. on Revised A.A.	Additional Cost	Cost in Rs. as per revised AA (Sought for)
		355.31 Crores	355.31 Crores	389.53 Crores	7.65 Dcrores	397.18 Crores
1	Payment against supply of materials					
	Supply of pipes, specials, fittings Accessories					
1(a) (i)	DI pipes of different sizes	1,73,07,07,000.00	1,75,10,85,646.75	1,80,83,74,814.16	-	1,80,83,74,814.16
1(a) (i)	M.S. pipes of different sizes (upto 1050 mm dia.)					
1(a) (ii)	HDPE pipes	57,72,000.00				
	1400 mm dia MS pipes					
1(a) (iii)	Raw Water Pumping main	27,21,27,000.00	30,46,80,323.73	42,16,03,472.42	-	42,16,03,472.42
	Clear Water Pumping Main					
1(b)	Supply of DI valves	4,76,42,000.00	4,06,41,800.00	4,15,45,000.00		4,15,45,000.00
1 (c)	Supply of full bore electro magnetic flow meters	2,51,26,000.00	2,83,65,166.89	3,24,52,781.74		7,36,69,000.00
19d)	WIIMS	7,36,69,000.00				
19e)	Supply of electro magnetic consumer water meters	6,15,43,000.00	-	-	-	-
1(f)	Water test laboratory	22,56,000.00	22,56,000.00	22,56,000.00		22,56,000.00
1(g)	Supply of Raw Water Pumps	1,81,18,000.00	1,81,18,000.00	1,81,18,000.00		1,81,18,000.00
1(h)	Supply of Clear water pumps	1,75,54,000.00	1,75,54,000.00	1,75,54,000.00		1,75,54,000.00
1(i)	Supply of electric motors	4,99,76,000.00	4,99,76,000.00	4,99,76,000.00		4,99,76,000.00
1(j)	Installation of Pump-Motor sets	1,02,52,000.00	1,42,64,280.00	1,34,86,010.00		1,34,86,010.00
1(k)	Supply electric items except motors but including HT switch Gear, LT panels /MCC/etc.	3,34,90,000.00	3,34,90,000.00	3,34,90,000.00		3,34,90,000.00
1(l)	Supply & installation of other electro mechanical items for those pumping stations	4,00,53,000.00	4,00,53,000.00	4,00,53,000.00		4,00,53,000.00
	(i) Supply & installation of Chlorination system at clear water pumping	18,80,000.00	23,97,640.00	28,44,450.00		28,44,450.00
	(ii)Design, supply and installation of other booster chlorination system	16,48,000.00	16,48,000.00	16,48,000.00		16,48,000.00
2	Laying of pipe lines	13,21,51,427.00	13,47,14,276.00	15,18,59,359.45		15,18,59,359.45
	Erection of valve	5,20,76,060.00	4,90,54,310.00	5,17,69,760.00		5,17,69,760.00
	Thrust Block	90,00,000.00	91,60,928.00	82,74,480.00		82,74,480.00
	Manholes	27,72,513.00	20,48,842.00	45,14,247.50		45,14,247.50
3	Installation of full bore electro –magnetic flow meters	2,05,74,000.00	2,24,60,000.00	2,62,78,000.00		2,62,78,000.00
4	Intake well with approach bridge	31,55,34,430.00	31,55,34,430.00	31,55,34,430.00		31,55,34,430.00
5	WTP	21,20,42,570.00	21,20,42,570.00	21,20,42,570.00		21,20,42,570.00
6	Design & construction of other building and structures including clear water sump, pump house etc.	4,69,20,000.00	4,69,20,000.00	4,69,20,000.00		4,69,20,000.00
7	Setting up stack yard, sludge disposal site	2,19,54,000.00	2,19,54,000.00	2,19,54,000.00		2,19,54,000.00
8	Construction of RCC water reservoirs					
	Elevated Surface reservoirs	3,95,22,000.00	3,95,22,000.00	3,95,22,000.00		3,95,22,000.00
	Semi Under Ground Reservoirs	12,85,11,000.00	12,85,11,000.00	12,85,11,000.00		12,85,11,000.00

Sl. No.	Description of item as per price break up proposed	Cost in Rs. as per original A.A.	Cost in Rs. as per Revised T.S.	Cost in Rs. as per T.S. on Revised A.A.	Additional Cost	Cost in Rs. as per revised AA (Sought for)
9	Adopting Trenches Technology device ...					
	(a) Micro Tunneling	12,41,29,000.00	12,41,29,000.00	12,41,29,000.00		12,41,29,000.00
	(b) Jack Pushing					
10	Supply & installation PRV		40,29,120.00			
11	Supply & installation of Disaster Control Valve	-	-	2,02,73,600.00		2,02,73,600.00
12	Installation of Valve Chambers			74,16,000.00		74,16,000.00
13	Construction of Over Head Steel Bridge for carrying 1400 mm dia. RWPM and 700 mm dia Kamakhya Distribution pipe line			33,90,000.00		33,90,000.00
14	Rehabilitation & repairing of boundary wall and business complex in Adil Shah road for 4 nos. of pipe line (2 nos. of 1400 mm dia , 900 mm dia & 700 mm dia)			16,00,000.00		16,00,000.00
15	Foundation for APDCL sub station in WTP			10,00,000.00		10,00,000.00
16	Slope Protection work at Kamakhya and Madhabdev Nagar SUGR			42,39,900.00		42,39,900.00
17	Construction of fencing around the sub station in WTP & in intake			6,83,527.00		6,83,527.00
18	Project Management consultancy fees upto May, 2016	5,61,88,000.00	5,61,88,000.00	8,60,41,101.00	4,63,00,000.00	13,23,41,101.00
19	Railway ROW cost for laying pipe line in Gosala area for crossing 33 Kv line over Railway line			4,18,03,995.00		
20	APDCL Cost					
21	Cost of making power provision at the line of flow meters			20,25,000.00		20,25,000.00
22	Cost of chemicals like alum, Chlorine, Bleaching Powder during Trial run period and cost of APDCL power tariff, AMC cost of sub stations and cost of Miscellaneous items of sub stations.			1,41,89,326.21	3,02,00,000.00	4,43,89,000.00
	<b>Net Total (Rs.)</b>	<b>3,55,31,88,000.00</b>	<b>3,55,31,88,000.00</b>	<b>3,89,52,99,757.02</b>	<b>7,65,00,000.00</b>	<b>3,97,17,99,430.81</b>
			<b>Say, (Rs.)</b>	<b>3,89,53,00,000.00</b>	<b>7,65,00,000.00</b>	<b>3,97,18,00,000.00</b>

**ANNEXURE-II****STATUS OF COMPLETED & INCOMPLETED WORKS OF MAJOR PROJECT COMPONENTS .**

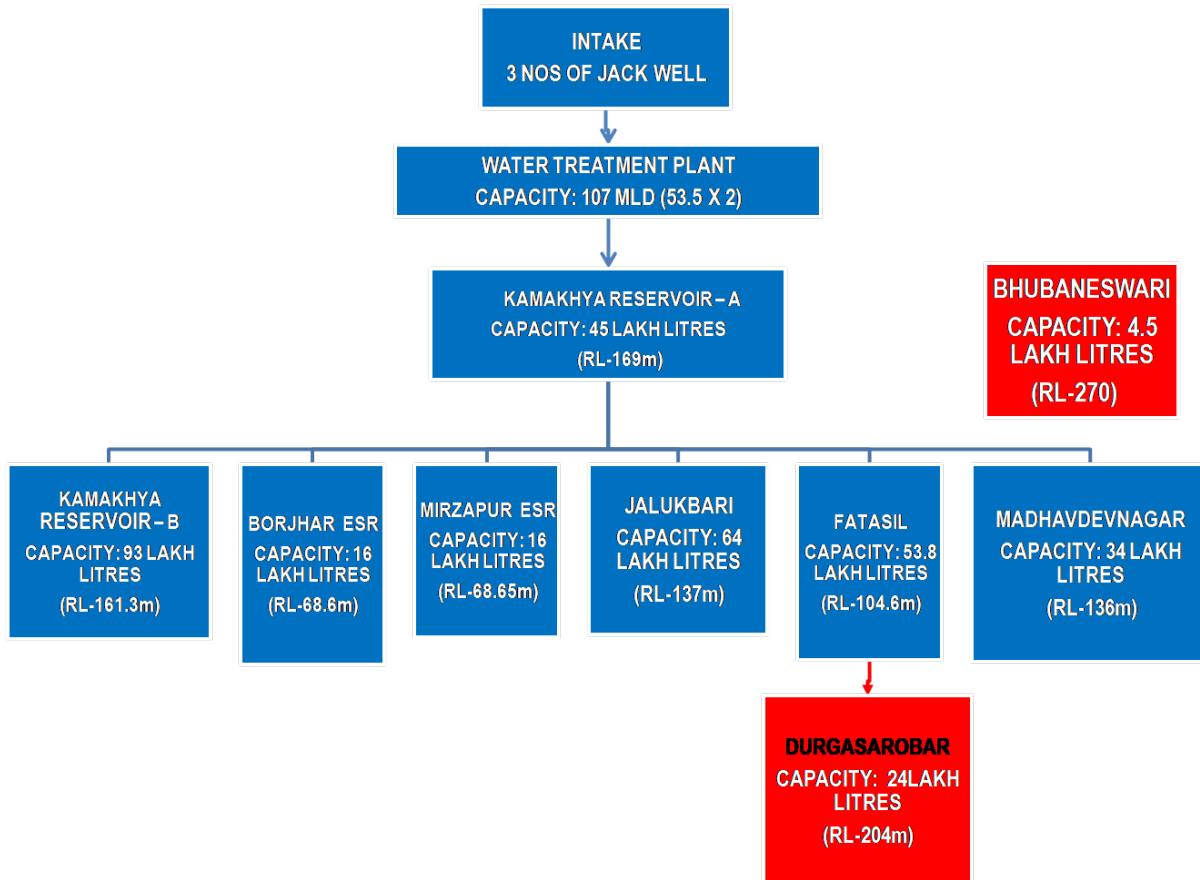
Description of work	Quantity			Upto date progress of completed works (in %)	Balance work to be completed (in %)
Intake Well	3 (three) Nos.			81.86%	18.14%
Pre-settling Tank	8(Eight) Beds with Pump & Sump House			76.00%	24.00%
Water Treatment Plant	107 MLD (2 Modules of 53.50 MLD each)			90.85%	9.15%
Semi Underground Reservoir (SUGR)	7 Nos. (4 Lakhs to 93 Lakhs liter capacity)			86.24%	13.76%
Elevated Surface Reservoir (ESR)	2 Nos. (16 Lakhs liter capacity each)			84.88%	15.12%
Pipe Network	Total length (Km)	Laid Length (Km)	Balance length (Km)	Overall progress	
RWPM	6.32	6.32	0.00	87.62%	12.38%
CWPM	5.73	5.73	0.00		
Primary Grid	45.635	40.503	5.132		
Distribution Network (54 DMAs)	452.844	380.220	72.624		
Hydrotesting	452.844	203.140	249.704		
Monitoring system	1 No				
Supply of Major items				98.57%	1.43%
Miscellaneous works and other supply items				67.45%	32.55%
<b>Physical Progress - Construction</b>				<b>86.37%</b>	<b>13.63%</b>
<b>Physical Progress- Supply</b>				<b>98.57%</b>	<b>1.43%</b>
<b>Overall Physical Progress</b>				<b>95.75%</b>	<b>4.25%</b>
Overall financial of the Project				93.44%	6.56%

**WATER SUPPLY ZONES OF GUWAHATI CITY**





**KEP PLAN SHOWING MAJOR PROJECT COMPONENTS**



**PROJECT AREA OF SOUTH GUWAHATI WEST WATER SUPPLY PROJECT**

