

Recruitment of Consulting Firm for Setting up

**PROJECT DESIGN MANAGEMENT  
CONSULTANT (PDMC)**

*for*

**ATAL MISSION *for* REJUVENATION *and*  
URBAN TRANSFORMATION (AMRUT) 2.0**

***MEGHALAYA***

Request for Proposal

Issued on: 8<sup>th</sup> April, 2022

Employer: ***URBAN AFFAIRS DEPARTMENT, GOVERNMENT OF MEGHALAYA***

*Represented by:*

***Director, Urban Affairs,***

***Raitong Building, Secretariat Hill,***

***Shillong-793001, Meghalaya***

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**Project Name:** ATAL MISSION FOR REJUVENATION AND URBANTRANSFORMATION (AMRUT) 2.0

**Name Of The Ministry/ Department:** DEPARTMENT OF URBAN AFFAIRS,GOVERNMENT OF MEFGHALAYA

**Title Of Consulting Services:** PROJECT DESIGN MANAGEMENT CONSULTANT (PDMC) FOR ATAL MISSION FOR REJUVENATION AND URBAN TRANSFORMATION (AMRUT) 2.0

## **Section 1. Letter of Invitation**

1. The DEPARTMENTOF URBAN AFFAIRS, GOVERNMENT OF MEGHALAYA (hereinafter called “Employer”) is executing ATAL MISSION FOR REJUVENATION AND URBAN TRANSFORMATION (AMRUT) 2.0 in the State.
2. The employer invites proposal to provide the following consulting services: **PROJECT DESIGN MANAGEMENT CONSULTANT (PDMC) FOR ATAL MISSION FOR REJUVENATION AND URBAN TRANSFORMATION (AMRUT) 2.0**. More details on the services are provided in the Terms of Reference in this RFP document and qualification retirement is at Instructions to Consultants.
3. A firm will be selected under “Quality Cost Based System (QCBS)” and procedures described in this RFP.
4. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Information to Consultants (including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Standard Forms of Contract

Sd/-

Director,  
Urban Affairs, Meghalaya  
Shillong

**Section 2**  
**Instructions to Consultants**

## Part I

### 1. Definitions

- (a) “Employer” means the Department who have invited the bids for consultancy services and/ or with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) “Consultant” means any entity or person or associations of person that may provide or provides the Services to the Employer under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the government of India
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants, based on the SRFP.
- (l) “SRFP” means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
- (n) “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract.
- (o) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.

- (p) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

## **2. Introduction**

- 2.1 The Employer named in the Part II Data Sheet will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the Part II Data Sheet.
- 2.2 The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 5.
- 2.3 The date, time and address for submission of the proposals has been given in Part II Data Sheet.
- 2.4 The Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.5 Consultants should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, Consultants are encouraged to meet the Employer’s representative named in part II Data Sheet before submitting a proposal and to attend a **pre-proposal meeting** if one is specified in the Part II Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Employer’s representative to arrange for their visit or to obtain additional information on the pre-proposal meeting. Consultants should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.6 The Employer will provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the consultants in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.
- 2.7 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

## **3. Eligibility of Association of consultants and Sub-Consultants**

- 3.1. If the consultant has formed an association of consultants, each member of the association of consultant shall be evaluated as per the qualification/ eligibility

criteria set forth in Part II data Sheet. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. If any member of the association of consultants is dropped at the RFP stage, such an association of consultant is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short-listing such association of consultant without considering the strength of the dropped member and if found eligible, may allow such association of consultant to submit their proposal.

- 3.2. A consultant may associate with consultants and /or individual expert at the time of submission of proposal with. Under such circumstances each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. However, the Employer shall deal with only the lead member for the purpose of this assignment. Although the contract shall be signed by all the members of the associations of the consultants, the lead member of the association of the consultant shall be responsible and liable to the Employer for every aspects of their proposal, contract etc.

#### **4. Clarification and Amendment of RFP Documents**

- 4.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.2 below.
- 4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

## 5. Conflict of Interest

- 5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

**Conflicting activities:** (i) A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

**Conflicting Assignment/job;** (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Employer in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. **Similarly, a Consultant hired to prepare Terms of Reference for an Assignment/job shall not be hired for the Assignment/job in question.**

**Conflicting relationships** (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

- 5.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.
- 5.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

## **6. Unfair Advantage**

- 6.1 If a Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5 above, the Employer shall make available together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

## **7. Proposal**

- 7.1 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

## **8. Proposal Validity**

- 8.1 The Part II Data Sheet to consultant indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise, however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract

award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals; under such circumstance the Employer shall not consider such proposal for further evaluation.

## 9. Preparation of Proposals

9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English language, unless specified otherwise.

9.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

9.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub-consultancy, it may associate with other Consultant.

(b) The estimated number of Professional staff-months for the Assignment/job is as shown in the Part II Data sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.

(c) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position mentioned.

9.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-III. The Part II Data sheet in Section-II indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Form Tech – I in Section-III is a sample letter of technical proposal which is to be submitted alongwith the technical proposal.

(a) A brief description of the consultant's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form Tech-2. In

the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience alongwith the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.

- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the Employer (Form TECH-3 of Section 3).
- (c) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks is to be provided in Form TECH-4of Section 3.
- (e) Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-7 of Section 3. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.

(f) CVs of the Professional staff as mentioned in para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-5 of Section 3).

(g) A detailed description of the proposed methodology and staffing for training needs to be given, if the Part II Data sheet specifies training as a specific component of the Assignment/job.

9.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

9.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment/job, including (a) remuneration for staff and (b) reimbursable expenses indicated in the Part II Data sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

## 10. Taxes

10.1 The Consultant shall fully familiarize themselves about the applicable to Domestic taxes (such as: value added or sales tax, service tax or income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal.

## 11. Currency

11.1 Consultants shall express the price of their Assignment/job in Indian Rupees

## 12. Earnest Money Deposit (EMD) and Bid processing Fees

12.1 Earnest Money Deposit

- I. An EMD of **Rs. 4,00,000 (Indian Rupees Four Lakhs only)**, in the form of DD drawn in favour of the Director, Urban Affairs, Meghalaya, Shillong and payable at **Shillong**, must be submitted alongwith the Proposal.

- II. Proposals not accompanied by EMD shall be rejected as non-responsive.
- III. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- IV. No bank guarantee will be accepted in lieu of the earnest money deposit.
- V. The EMD of the bidders would be returned back within one month of signing of the contract.

12.2 The EMD shall be forfeited by the Employer in the following events:

- I. If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- II. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- III. If the consultant tries to influence the evaluation process.
- IV. If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

### **13. Bid Processing Fees**

All consultants are required to pay Rs. 5000/- (Indian Rupees Five Thousand Only) towards Bid Processing Fees in the form of demand Draft drawn in favour of Employer (as indicated in Data Sheet) and payable at New Delhi. The Bid Processing Fee is Non-Refundable.

**Please note that the Proposal, which does not include the bid processing fees, would be rejected as non-responsive.**

### **14. Submission, Receipt, and Opening of Proposal**

14.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the

Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

14.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

14.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals, EMD and bid processing fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE [insert the time and date of the opening indicated in the Data sheet]". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.

**If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.**

14.4 The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Employer no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

## **15. Proposal Evaluation**

15.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

15.2 The employer has constituted a Consultant Selection Committee (CSC) which will carry out the entire evaluation process.

### 15.3 Evaluation of Technical Proposals:

CSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

15.4 The CSC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.

### 15.5 Public opening & evaluation of the Financial Proposals:

Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified the Data sheet, in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.

15.6 The CSC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. **If permitted under RFP to quote in any currency other than Indian Rupees, prices shall be converted to Indian Rupees using the selling rates of exchange, source and reference date indicated in the Data sheet.** Normally, the date will be the date of opening of the tender unless specified otherwise in the Data sheet.

15.7 After opening of financial proposals, appropriate selection method shall be applied to determine the consultant who will be declared winner and be eligible for award of the contract. The methods of selections are described in the Data Sheet. This selected consultant will then be invited for negotiations, if considered necessary.

## **16. Negotiations**

16.1 Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

16.2 Technical negotiations: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Assignment/job". Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the Assignment/job. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.

16.3 Financial negotiations: After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the consultant. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates..

16.4 Availability of Professional staff/experts: Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organisation. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any

proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

16.5 Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the employer will reject all the proposals received and invite fresh proposals.

## **17. Award of Contract**

17.1 After completing negotiations the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.

17.2 The consultants will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee as mentioned in the standard form of contract in Section-6, within 15 days of issuance of the letter of intent.

17.3 The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

## **18. Confidentiality**

18.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

# **INSTRUCTIONS TO CONSULTANT**

## **Part-II**

## DATASHEET

<u>Clause No. Of Data Sheet</u>	<u>Ref of ITC</u>	<u>Particulars</u>	
1.	2.2	Name of the Employer:	Urban Affairs Department, Government of Meghalaya
2.	2.2	Name of the Assignment/job is:	PROJECT DESIGN AND MANAGEMENT CONSULTANT FOR ATAL MISSION FOR REJUVANATION AND URBAN TRANSFORMATION (AMRUT 2.0)
3.	2.5	A pre-proposal meeting will be held: [If yes, indicate date, time and venue]	YES Date: <b>21.04.2022</b> Time: <b>3:00pm</b> Venue: Conference Room, Raitong Building, Urban Affairs
4	14.4	Date & time and address for submission of proposal/bid:	
		Date	<b>28.04.2022</b>
		Time	<b>2:00pm</b>
		Address	Shri. G. Kharmawphlang Director, Urban Affairs, Government of Meghalaya, Raitong Building, Secretariat Hill Shillong793001
5	2.5	The Employer's Representative is:	Shri. G. Kharmawphlang
		Address:	Urban Affairs, Government of Meghalaya RaitongBuilding,Secretariat HillShillong793001
		Telephone:	0364-2210037
		Facsimile:	0364-2210037
		E-mail:	duashillong@yahoo.co.in
6	2.6	The Employer will provide the following inputs and facilities:	The employer shall not provide office for working space and it shall be rented by the consultant themselves.
7		The Employer envisages the need for continuity for downstream work:	No

8	8.1	Proposals must remain valid days after the submission date, i.e. until:	120 days [2022]
9.		Clarifications may be requested not later than days before the submission date.	7 day [2022]
		The address for requesting clarifications is:	Shri.G. Kharmawphlang Director, Urban Affairs, Government of Meghalaya, Raitong Building, Secretariat Hill Shillong793001
	4.1	Facsimile:	0364-2210037
	E-mail:	duashillong@yahoo.co.in	
10.	9.3(a)		Name of Sub-Consultant (if proposed) shall also be mentioned alongwith technical details
11.	9.3(b)	The estimated number of Professional staff-months required for the	42
		Assignment/job is:	
12	9.4		In addition to technical proposal, Consultants are required to submit financial proposal (as performs prescribed in Section 4). Submission of the technical and financial proposal in improper form will render the proposal liable to be rejected.
13.	9.4	The formats of the Technical Proposal to be submitted are:	
		Form Tech 1: Letter of Proposal submission	Form 2A to 2F
		Form Tech 2: Consultant's Organization & experience	
		Form Tech 3: Comments & suggestions on TOR	
		Form Tech 4: Approach & methodology	Maximum of 20 pages including charts and diagrams
		Form Tech 5: Team composition	
		Form Tech 6: Curriculum vitae	
		Form Tech 7: Staffing Schedule	

		Form Tech 8: Work Schedule	
		Form Tech 9: Comment /modification suggested on draft contract.	
		Form Tech 10: Information regarding any conflicting activities and declaration thereof.	
14.		Training is a specific	NO
		Component of this Assignment/job	
15.	11.1	Consultant to state the cost in	Indian Rupees
16.	14.3	Consultant must submit the original and <b>1</b> <b>(One)</b> copy of the Technical Proposal, and the original of the Financial Proposal.	
17.	15.4	Evaluation Criteria: Criteria, sub-criteria, for evaluation Of Technical Proposals have been prescribed:	Detailed evaluation
18.	15.7	Method of Selection	Quality (80%) cum Cost (20%) Based Selection <b>QCBS-80:20</b>

## Procedure for Detailed evaluation of technical qualifications

For eligibility, the Consultant shall have atleast:

1. The Consultant should have a minimum average annual turnover of Indian Rs. **10 (Ten) crores** during the last three (3) financial years;
2. Should have Experience in at least 5 (Five) similar assignments (Project Management Units/ Support Units/ Technical Support or Coordinator Consultants /Project Planning and Design/ Preparation of Detailed Project Reports for similar assignments at government levels (Central/ State/ Municipal)

The detailed technical evaluation of Proposals satisfying minimum eligibility conditions as above shall be done. The Criteria, sub-criteria and point system for detailed evaluation shall be as follows: While evaluating the technical qualification of the Consultant, assignment carried out by Consultant on its own as lead member shall only be considered.

i)	<b>Specific experience of the consultant firm relevant to the assignment / job</b>	<b>30 marks</b>
	<b>Sub criteria</b>	
a	Experience of at least one completed Project Development Management Consultant assignment in Water Supply Sector, where the consultant has assisted the UT/State government in implementation of water supply projects.  Project Cost more than 75 and up to 100 Cr – 5 marks  Project cost more than 100 Cr and up to 200 Cr – 7.5 marks  Project cost more than 200 Cr - 10 marks	10 marks
b	Experience of providing consultancy in water supply sector  Assignments – 3 Marks.  More than 3 Assignments – 5 marks	7.5 marks
c	Experience of providing consultancy for development of sewerage and septage management project  1-3 Assignment -3 marks  More than 3 Assignments-5 Marks	7.5 marks
d	Geographical experience in Hilly States (ongoing/ completed) – At least one DPR assignment in water supply sector.  1-3 Assignment – 3 marks  more than 3 Assignment– 05 marks	5 marks

ii)	<b>Proposed Methodology and work plan in response to the Term of Reference.</b>	<b>10 marks</b>
	a) Technical approach & methodology Understanding of the scope	
	b) Work plan, Approach & methodology	
	c) Organisation & Staffing	
iii)	<b>Key professional staff: Qualification &amp; competency for the assignment / job.</b>	<b>60 marks</b>

Qualifications and competency of each of the key professional as per (iii) above will be evaluated separately. The marks for key professionals will be further divided as under:

Sr No	Position	Marks
1	Team Leader cum Urban Infrastructure Expert	15
2	Water & Sewerage Design Expert	10
3	Design & Estimate Expert	10
4	Project Performance Management Specialist	10
5	Financial cum Procurement Expert	10
6	PPP Expert	5

For evaluation of each of the key professionals the following sub-criteria shall be followed:

a)	Educational qualifications	20%
b)	Adequacy for the assignment / job (Experience in carrying out similar assignment/job)	70%
c)	Experience of Urban Sector projects in State	10%

## 15.7 Method of Selection:

The technical quality of the proposal will be given weight of 80%, the method of evaluation of technical qualification will follow the procedure given in para 15 above. The price bids of only those consultants who qualify technically (**Minimum Qualifying Marks: 70%**) will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. **The financial proposal shall be allocated weight of 20%.** For working out the combined score, the employer will use the following formula:

Total points =  $T (w) \times T (s) + F (w) \times LEC / EC$ , where

T (w) stands for weight of the technical score.

T (s) stands for technical score

F (w) stands for weight of the financial proposal

EC stands for Evaluated Cost of the financial proposal

LEC stands for Lowest Evaluated Cost of the financial proposal.

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.

## **Section 3**

### **Technical Proposal - Standard Forms**

**LETTER OF PROPOSAL SUBMISSION**

[Location, Date]

To:  
Director,  
Urban Affairs  
Govt Meghalaya  
Raitong Building, Secretariat Hills  
Shillong-793001, Meghalaya

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD and bid processing fees..

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph 4 of the Part II Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## Form 2: Consultant's organization & experience

### Form 2A: Format for Details of Consultant

#### 1. Details of Consultant

a.	Name of consultant with full address	:	
b.	Tel. No.	:	
c.	Fax No.	:	
d.	Email	:	
e.	Year of Incorporation.	:	
f.	Name and address of the person holding the Power of Attorney.	:	
g.	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
h.	Name of Bankers with full address.	:	
i.	Service Tax Registration Number (copy).	:	
j.	Permanente Account Number (copy).	:	
k.	Are you presently debarred / Blacklisted by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnished details)	:	
l.	Name and details (Tel / Mobile / E mail) of contact persons	:	

2. In case of a Consortium:

- a. The information above should be provided for all the members of the consortium.
- b. Information regarding role of each member should be provided as per table below:

<b>Sr. No.</b>	<b>Name of Member</b>	<b>Role (Specify Lead Member/ Other Member)</b>
1.		
2.		

## Form 2B: Format for Financial Capability of the Consultant

(Equivalent in Rs. crores)

<b>Consultant*</b>	-----(Name of Consultant)				
<b>FY</b>	<b>2018-19</b>	<b>2019-2020</b>	<b>2020-21</b>	<b>Total</b>	<b>Average</b>
<b>Annual Turnover</b>					
<b>Net Profit</b>					

### Certificate from the Statutory Auditor

This is to certify that .....(name of the Consultant) has received the payments and earned net profit shown above against the respective years.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

- # The Consultant should provide the Financial Capability based on its own financial statements. Financial Capability of the Consultant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Consultant.
- \* Any Consultant should fill in details as per the row titled Annual turn over and net profit in the row below. In case the Consultant is a Consortium, for the purpose of evaluation on financial parameters, financial parameters of all the members shall be furnished in separate sheet for consideration.

**Form 2C:** Experience of at least one completed Project Development Management Consultant assignment in Water Supply Sector, where the consultant has assisted the UT/State government in implementation of water supply projects.

List projects

Assignment name:	Value of the contract (in current INR):
Country:	Duration of assignment (months):
Name of Employer:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year):	
Completion date (month/year):	
Narrative description of Project:	

## Form 2D: Experience of consultancy in water supply sector

### List projects

Assignment name:	Value of the contract (in current INR):
Country:	Duration of assignment (months):
Name of Employer:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

**Form 2E: Experience of providing consultancy for development of sewerage and septage management project**

List projects

Assignment name:	Value of the contract (in current INR):
Country: Name of City/ Cities:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

**Form 2F: Geographical experience in Hilly States (ongoing/ completed) – At least one DPR assignment in water supply sector**

List projects

Assignment name:	Value of the contract (in current INR):
Country: Name of City/ Cities:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE  
AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED  
BY THE EMPLOYER**

**A - On the Terms of Reference**

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

**B - On Inputs and Facilities to be provided by the employer**

[Comment here on Inputs and facilities to be provided by the Employer according to Paragraph 6 of the Part II Special information to consultants including: administrative support, office space, Domestic transportation, equipment, data, etc.]

## FORM TECH-4

### DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. The consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. The consultant should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.].

**TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS**

Sr. No.	Name of Staff	Name of Firm	Area of Expertise	Position / Task assigned for this job

## FORM TECH-6

### CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:

[For each position of key professional separate form Tech-6 will be prepared]:

2. Name of Firm:

[Insert name of firm proposing the staff]:

3. Name of Staff: [Insert full name]:

4. Date of Birth:

5. Nationality:

6. Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

[List countries where staff has worked in the last ten years]:

10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:

To Year]:

Employer:

Positions held:

12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held: Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member or authorized

Place:

representative of the staff]

[Full name of authorized representative]:

STAFFING SCHEDULE

S.No.	Name of Staff	Staff input (in the form of a bar chart)												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	

1.

2.

3.

Note:

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and field work.

WORK SCHEDULE

S.No.	Activity	Months												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	

- 1.
- 2.
- 3.
- 4.

- 1 Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

**COMMENTS / MODIFICATIONS SUGGESTED ON  
DRAFT CONTRACT**

[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND  
DECLARATION THEREOF**

Are there any activities carried out by your firm or group company which are of conflicting nature as mentioned in para 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## **Section 4.**

### **Financial Proposal - Standard Forms**

**FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To:  
Director,  
Department of Urban Affairs  
Govt Meghalaya  
Raitong Building, Secretariat Hills  
Shillong-793001, Meghalaya

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures-as per Form Fin-2 Subtotal A]. This amount is exclusive of the taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

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. before the date indicated in Paragraph 4 of the Part II Data Sheet.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**SUMMARY OF COSTS**

S.No.	Particulars	Form	Amount in Rupees	Amount in words
<b>A. Competitive Components</b>				
1	Remuneration	FIN 3		
2	Reimbursable expenses	FIN 4		
<b>Sub Total (A)</b>				
<b>B. Non Competitive Components</b>				
3	Provisional Sum			
<b>Sub Total (B)</b>				
<b>Total Cost of Financial Proposal (A+B)</b>				
5	Service Tax / Any other tax			
<b>GRAND TOTAL</b>				

Authorized Signature

Name: .....

Designation .....

Name of firm:

Address:

## FORM FIN-3

### BREAKDOWN OF REMUNERATION (Professional Staff and Support Staff)

(for details please refer to Note below)

S.No.	Name of Staff	Position	Man Month Rates (A) in Rupees	Proposed Man Months (B)	Total Amount in Rupees. (A)*(B)
	Key professionals				
1					
2					
3					
4					
	Support Staff				
	Total				

**Total Remuneration = \_\_\_\_\_ Amount in Rupees**

(Amount in Words) :

**BREAKDOWN OF REIMBURSABLE EXPENSES**

*(To be customized by the State as per the requirement. The assumption is based on 42 months with 1 office. The quantity to be corrected as per the State)*

No	Description	Unit	Quantity	Unit Price In Rupees	Total Amount in Rupees
1	Cost of office accommodation in project cities/Central office city with power and water charges complete	Per Month	42		
2	Local Transport	Vehicle Month	42		
3	Communication Costs to all personnel and Office	Per Month	42		
4	Cost of Reports Production (including printing) and delivering to the Employer at Shillong, Meghalaya	LumpSum	42		
<b>Sub Total: Reimbursable Expenses carried to FIN2</b>					
<b>PROVISIONAL SUMS</b>					
i	Office Equipment	LS	To be estimated And indicated		
ii	Survey, Tests, Investigation and Reports etc	LS	To be estimated and indicated		
iii	Workshops and Seminar	LS	To be estimated and indicated		
<b>SubTotal: Provisional Sums</b>					
<b>Contingency</b>					
<b>TOTAL:REIMBURSABLE+PROVISIONALSUM+CONTINGENCY</b>					

1.1 **Total Reimbursable:= \_\_\_\_\_ Total amount in Rupees.**

Amount in words:

## APPENDIX

### NOTE FOR PREPARATION OF FINANCIAL PROPOSAL

- 1 **Form FIN-1** Financial Proposal Submission Form shall be filled as per the instructions provided in the Form.
- 2 **Form FIN-2** Summary of Costs: Form FIN-2 provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.
- 3 **Form FIN-3** Remuneration
  - (i) The purpose of Form FIN-3 is to identify the monthly billing rates for each Personnel to be fielded by the Consultant as part of its proposed team of experts.

- 4 **Form FIN-4 – Reimbursable Expenses**

The purpose of Form FIN-4 is to identify all reimbursable expenditures in local currencies considered by the Consultant necessary to carry out the assignment.

- (i) Local Transport

The Consulting firm is required to quote expenses for local transportation as required for the project. The monthly payment shall be made on lump sum basis with proof of availability of vehicle. The arrangement to be finalise at Contract Negotiations

#### 5. Provisional Sums

- a. Survey and Investigation

All necessary expenses on survey & investigation shall be incurred by the consultant in consultation with the Employer. The expenditures made on survey and investigation etc. with the approvals Employer shall be reimbursed based on actual

## **Section 5**

### **Terms of Reference**

**Terms of Reference for**  
**PROJECT DESIGN MANAGEMENT CONSULTANT**  
**FOR AMRUT 2.0**

**1. Brief Description of Task**

This Terms of Reference is for providing consulting services to assist the Department of Urban Affairs, Govt of Meghalaya to implement the AMRUT 2.0 program in the city / state. This work will be carried out by a Project Design Management Consultant, henceforth referred to as 'Project Design Management Consultant (PDMC)' on behalf of the Department of Urban Affairs, Govt of Meghalaya.

**2. Background**

Meghalaya is a state in North East India bordering Bangladesh, Meghalaya covers a geographical area of 22,429 sq.km with total population of 29.64 lakhs (2011 census). Administratively, the State is divided into 12 districts. The total urban population of Meghalaya is 5.95 lakhs spread in 22 urban centres including Shillong. The capital city of Shillong are divided into two parts – Shillong Cantonment Board and Shillong Municipal Board, and is covered under AMRUT scheme. The remaining 20 urban centres are governed by 5 Municipal Boards, 3 Town Committees and 12 Census town.

Atal Mission for Rejuvenation and Urban Transformation 2.0 (AMRUT 2.0) is a step towards Aatma Nirbhar Bharat with aim of making the cities 'water secure' and providing functional water tap connections to all households. This will be achieved through circular economy of water by effecting water source conservation, rejuvenation of water bodies and wells, recycle/ reuse of treated used water, and rainwater harvesting by involving community at large. The Mission also targets to provide 100% sewage/ septage management in AMRUT cities. The three basic tenets of AMRUT 2 are :

- a) Universal coverage of water supply;
- b) Sewerage, septage management and recycle/ reuse of treated used water; and
- c) Rejuvenation of water bodies (including urban wetland) and creation of green spaces

### **3. Objectives:**

The key objectives of the scheme is to ensure functional tap connections to all households, undertaking water source conservation/ augmentation, rejuvenation of water bodies and wells, recycle/re-use of treated used water and rainwater harvesting,

The Director, Urban Affairs, Govt of Meghalaya proposes to engage qualified and experienced firm to set up a Project Design Management Consultant for implementation of AMRUT 2.0 in Meghalaya and invites proposal firms for the same.

### **4. Coverage:**

The following towns will be covered under the project:

- 1 Shillong
2. Shillong Cantonment
3. Jowai
4. Nongpoh
5. Nongstoin
6. Mairang
7. Williamnagar
8. Tura
9. Resubelpara
10. Baghmara

#### **4.1 Components**

Component falling under AMRUT 2.0 is as follows:

1. Universal coverage of Water Supply
2. Sewerage & Septage Management and recycle/ reuse of treated use water (Applicable only in case of Shillong).
3. Rejuvenation of Water Bodies (including urban wet land) and creation of green Spaces.

### **5. Scope of Work**

The scope of PDMC under the proposed mission comprises components namely Design, Procurement and Project Management. PDMC will identify projects on the basis of CWAP/SWAP framework, and carry out required investigation, design, procurement, and implementation. The PDMC will also ensure compliances and monitoring of the project activities using PMIS/latest IT tools and techniques such as online monitoring of work sites with the aid of cyber tools.

The consultant will carry out a multi-stage exercise in close collaboration with the ULB / State Govt and other stakeholders. The proposed project has been

taken up for improvement / introduction of Urban Infrastructure including ensuring delivery of services. Without limiting the scope the PDMC has to work in close liaison with the ULB / Urban Affairs / Urban Development Authority of the State and will be responsible for the following tasks:

### **5.1 Project Management**

- i. Handhold/support State Government/Urban Local Bodies for project identification, investigations, design, procurement, supervision, cost control, scheduling, risk management, monitoring, auditing, reporting, and ensuring compliances and due diligences required for the project;
- ii. Planning, scheduling and monitoring of the projects using PMIS /latest IT tools and techniques such as online monitoring of work sites with the aid of cyber tools.
- iii. Assist State Government/ Urban Local Bodies in conducting regular meetings with all stakeholders, contractors, and other government entities, etc., to discuss progress and issues related to implementation, and prepare minutes for recording and circulation;
- iv. Establish all necessary records and the procedures of maintaining/updating such records for each package and for the entire project.
- v. Develop and implement procedure for timely payments to the contractors and monitor for compliance;
- vi. Monitor implementation of mitigation measures for the project, and update the Plan as per requirement.

### **5.2 Survey, Studies and Investigations**

- i. Consult the available documents such as city development plans/ strategy plans, sanitation plans. Mobility plans etc.
- ii. Review existing status of physical Infrastructure based on above documents and other available secondary data, & identify data gap.
- iii. Review of land availability, rehabilitation–resettlement & Environmental issues for identified projects
- iv. Identify requirements of surveys, studies and investigations;
- v. Carry out all the required engineering surveys and investigations (total station/ LiDAR survey, geo technical investigation, soil survey, construction material survey, ground water investigation i.e. hydro-geological investigations, rainfall data collection, identification of underground utilities and their mapping, water sampling and analysis etc) including sufficient off-site information to allow relationship with possibly useable off-site infrastructure to be established;

Identify key stakeholders from city/ state officials, elected representatives, concerning NGOs, eminent citizens, representatives from premium institutes of the city/ state, representatives of business organizations in consultation with the concerned ULB.

### **5.3 Feasibility Study**

- i. Review available secondary data and reports required for analyzing the existing infrastructure facilities and for designing the facilities for project;
- ii. Analyze future projections & demand assessment;
- iii. Prepare conceptual plan and preliminary design including the feasibility of the infrastructure to be provided;
- iv. Assist City/ State Government in first Stage consultation with the stakeholder for each subprojects or group of Sub projects, as applicable, to discuss the conceptual plan and technical options and prepare minutes for recording and circulation;
- v. Based on above, diagnostic analysis of the technical options with respect to best practices /smart options/priorities and consultation;
- vi. Assess land requirement and preparation of land acquisition requirements;
- vii. Prepare and submit 'Feasibility Report' to Employer. The Feasibility Report should describe the various technical options with recommendation for most appropriate option;

### **5.4 Detailed Design**

- i. Review/revise/modify & updating of the existing Detailed Project Reports available with City/State;
- ii. Once the Feasibility Report is approved, prepare detailed designs in accordance with sound & established engineering practices; tender drawings and; cost estimates etc. The design shall meet the techno economic aspects for best possible solution after consideration of various available alternatives and shall sufficiently be detailed to ensure clarity and understanding by all stake holders and will be incorporated into a detailed project report to be submitted for the approval of the Client. The costs estimate shall be prepared on the basis of Schedule of Rates (SOR) of State with latest addenda and corrigenda. For Non-SOR items, if any, adopting rates on the basis of relevant 'Schedule of Rates' of Other state (as applicable) or market rate by proper rate analysis carried out through market enquiry;
- iii. Identify the possibility of private/public participation in the service delivery, as feasible and applicable, and prepare contract document for such packages;
- iv. Assessment of utility shifting requirement and costs estimations; preparing

- document required for statutory clearances and other clearances like Forest, National Highways etc;
- v. Assess each site's environmental aspects for detailed design of the project component. Accordingly prepare initial environmental impact examinations(IEE) as may be required;
  - vi. Preparation of environmental safeguard actions including impact assessments, if any, during the design stage;
  - vii. Prepare environment management plan(EMP)and mitigation measures;
  - viii. Preparation and implementation of resettlement plans,if any,based on the approved frame work;
  - ix. Prepare Detailed Project Report including technical specifications, Contract drawings, bills of quantities and above aspects;
  - x. Finalizing arrangement for contracting including exploring options for PPP/Service Level Agreements/bid document;
  - xi. Preparation of strategy and action plan for IEC program including public participation;
  - xii. Assist City/ State Government in second Stage consultation for each sub projects or group of Sub projects, as applicable, with the stakeholder to discuss the Detailed Design report and prepare minutes for recording and circulation;
  - xiii. Prepare consolidated bid documents, technical specifications, approved contract drawings, final bills of quantities, EMP and any other necessary information required for successful tendering and implementation of contracts. The Bid document should be in accordance with the Government of India/State Government guidelines.
  - xiv. Ensure that all bidding documents and contract documents contain the Environmental Management Plan (EMP) and such items are included in BOQ; also monitor the implementation of the EMP during construction and pre/post construction phases.
  - xv. Incompliance with the EMP, develop a strategy to overcome the difficulties of construction/traffic management in narrow streets and also prepare detailed plans for detour of traffic during excavation for urban services. Propose and implement mechanism for coordination among all stakeholders such as traffic police, roads department, user committees etc., for smooth construction execution.

## **5.5 Bidding process and contract award:**

- i. Assist ULB / Urban Affairs / Urban Development Authority of the State in all aspects of procurement including issuing bid invitation, addendum/corrigendum, and clarifications to the bidders queries, bid evaluation, selection of contractors, award of contract and signing of

- contract;
- ii. Prepare contract documentation to include Letter of invitation, conditions of contract, specifications, design parameters; bill of quantities, etc. for all sub-projects components in close coordination with ULB/ Urban Affairs/ Urban Development Authority of the State.

## 6. TEAM COMPOSITION & QUALIFICATION REQUIREMENTS

### 6.1 Team Composition

The PDMC is expected to provide support to State Government and ULB's for the Mission period . **The total duration of the assignment shall be 42 months.**

Sr No	Position	State Level/ City Level	Nos	Duration (months)
<b>Key Professionals (CVs to be evaluated during technical evaluation)</b>				
1	Team Leader cum Urban Infrastructure Specialist	State	1	36
2	Water & Sewerage Expert	State	1	18
3	Design & Estimation Expert	State	1	12
4	Project Performance Management Specialist	State	1	12
5	Financial cum Procurement Expert	State	1	6
6	PPP Expert	State	1	4

### 6.2 Qualification Requirements for the Key experts

Sr no	Position	Qualification	Experience
1	Team Leader cum Urban Infrastructure Specialist	<ul style="list-style-type: none"> <li>Graduate in Engineering or Post Graduate in Management/Master's in Planning.</li> </ul>	<ul style="list-style-type: none"> <li>15years' experience in construction management of Urban Service delivery(Water Supply/ Sewerage/Drainage/ Drainage/Solid Waste Management)</li> <li>Experience in leading the team</li> <li>Responsible for overall management and administration of the project components during design and construction;</li> <li>Advice on procurement and bidding process</li> <li>Establishment of Construction Management and Project Performance Monitoring and Reporting System;</li> <li>Assist in resolving contractual issue during implementation;</li> <li>Preparation of Progress as well as Project Completion Report;</li> <li>Scheduling and ensuring timely mobilization/ demobilization of team members.</li> </ul>
2	Water & Sewerage design expert	BE/B Tech in Civil Engineering	<ul style="list-style-type: none"> <li>10 Years' experience in Waste Water Projects</li> <li>Experience in Waster Water Design</li> <li>Design of waste waterworks</li> <li>Appraisal of subprojects for Waste Water;</li> </ul>

			<ul style="list-style-type: none"> <li>• Assist Procurement</li> <li>• Oversee contract management and performance monitoring of the contractors</li> <li>• Ensuring the construction activities are implemented as per design in field;</li> <li>• Assist in preparation of Project Completion Report</li> </ul>
3	Design & Estimation Expert	<ul style="list-style-type: none"> <li>• BE/BTech in Civil Engineering</li> </ul>	<ul style="list-style-type: none"> <li>• 5 years' experience in consultancy of urban infrastructure projects</li> <li>• Experience in preparing DPRs</li> </ul>
4	Financial cum Procurement Expert	CA/MBA (Finance)/ Graduate Engineer	<ul style="list-style-type: none"> <li>• 10 years' experience in consultancy of infrastructure projects</li> <li>• 10 years' experience in Public procurement.</li> <li>• Experience in preparation of bid document and procurement process</li> <li>• Experience in working as Financial Expert in large scale development project/Programme</li> </ul>
5	Project Performance Management Specialist	Graduate Engineer/ Urban Planner/ MCA	<ul style="list-style-type: none"> <li>• Design and implement suitable PPMS and ensure establishing and proper functioning.</li> <li>• Select a set of performance indicators relating to physical infrastructure development (water, sewerage/ sanitation).</li> <li>• Establish baseline data for each of the selected indicators by conducting baseline surveys of all indicators, to understand the initial conditions and conduct annual survey to update the baseline values.</li> <li>• Standardization of formats and reports for dissemination to various stakeholders of the project</li> <li>• Design and implementation of Management Information System (MIS) for the project</li> <li>• Assist in preparation of QPR, annual reports and other mandatory deliverables.</li> <li>• Ensure timely delivery of the deliverables</li> <li>• Coordination within field and office activities.</li> </ul>
8	PPP Expert	<ul style="list-style-type: none"> <li>• Post Graduate Degree in Finance/Economics/Law/ Business Management/ Planning or Equivalent.</li> </ul>	<ul style="list-style-type: none"> <li>• 5 years of experience in office field of management, PPP Projects in Urban areas.</li> <li>• Demonstrated project experience and sound understanding of PPP and urban governance issues.</li> </ul>

## 6. Reporting requirements and time schedule for deliverables

As a minimum, following are the deliverables:

- **Monthly Progress Report** – To be submitted by consultant within 7 days of subsequent month summarising activities undertaken during the month and highlighting the issues faced.
- Quarterly Progress Report - To be submitted by consultant within 15 days of subsequent subsequent quarter summarising activities undertaken during the quarter and highlighting the issues faced.

All reports will be submitted to State / ULBs in agreed time frame.

## 7. Payment Schedule

The payment shall be made on monthly basis subject to submission of invoice of the work for the preceding month and satisfactory performance. Leaves availed, if any beyond the permissible limit by the deployed manpower are subject to deduction from the payments on pro-rata basis. Out of Pocket Expenses, if any, related to the official work will be reimbursed as per actual. Department of Urban Affairs shall pay the amount as per the invoice by way of e-transfer/RTGS/NEFT routed through PFMS. The Department shall deduct TDS on the Fee & other statutory taxes as per applicable law. The payment will be released within thirty (30) days from the date of submission of Invoice. Payment must also be subjected to deductions of any amount for which the service provider is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) as per the current Income Tax Act and/or any other Govt. orders/rules. The service provider shall be liable for taxes such as GST or any other applicable tax.

If there is any dispute, the Authority shall only withhold the disputed amount and release the remaining payment within thirty (30) days of the receipt of the invoice to the Consultant. The disputed amount will be released within fifteen (15) days after the dispute is resolved

**Section 6**  
**Standard Form of Contract**  
**Consultants Services**

## Contents

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**CONTRACT FOR CONSULTANTS' SERVICES**

**between**

**[name of the Employer]**

**and**

**[name of the Consultant]**

**Dated:**

# I Form of Contract

(Text in brackets [ ] is optional; all notes should be deleted in final text)

This CONTRACT (herein after called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

## WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Employer that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix*]
    - Appendix A: Description of Services
    - Appendix B: Reporting Requirements
    - Appendix C: Staffing Schedule
    - Appendix D: Breakdown of Contract Price
    - Appendix F: Duties of the Employer
2. The mutual rights and obligations of the Employer and the Consultant shall be as set forth in the Contract, in particular:
  - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

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*[Authorized Representative]*

For and on behalf of *[name of Consultant]*

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*[Authorized Representative]*

# General Conditions of Contract

## 1. General Provisions

**1.1 Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Consultant” means any private or public entity that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.
- (g) “GC” means these General Conditions of Contract.
- (h) “Government” means the Government of India
- (i) “Local Currency” means Indian Rupees.
- (j) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- (k) “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (m) “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].

- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "Third Party" means any person or entity other than the "Employer", or the Consultant.
- (r) "In writing" means communicated in written form with proof of receipt.

**1.2 Relationship Between the Parties :** Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**1.3 Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

**1.4 Headings:** The headings shall not limit, alter or affect the meaning of this Contract.

#### **1.5 Notices**

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

**1.6 Location:** The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the "Employer" may approve.

**1.7 Authority of Lead Partner:** In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the "Employer" under this Contract, including without limitation the receiving of instructions and payments from the "Employer". However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

**1.8 Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Consultant may be taken or executed by the officials specified in the SC.

**1.9 Taxes and Duties:** The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

### **1.10 Fraud and Corruption**

**1.10.1 Definitions:** It is the Employer’s policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non competitive levels;

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

#### **1.10.2 Measures to be taken by the Employer**

(a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

(b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

### **1.10.3 Commissions and Fees**

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract:** This Contract shall come into force and effect on the date (the "Effective Date") of the Employers notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

**2.2 Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

**2.3 Commencement of Services:** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

**2.4 Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

**2.5 Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

**2.6 Modifications or Variations:** (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

## 2.7 Force Majeure

**2.7.1 Definition (a)** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

**2.7.2 No Breach of Contract:** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**2.7.3 Measures to be taken:** (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the “Employer”, shall either:

(i) Demobilize; or

(ii) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

**2.8 Suspension:** The “Employer” may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

## **2.9 Termination**

**2.9.1.1 By the “Employer”:** The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.

(e) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(f) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.

(g) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(h) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the "Employer" shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (h).

**2.9.2 By the Consultant:** The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the "Employer", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

(a) If the "Employer" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

(d) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the "Employer" of the Consultant's notice specifying such breach.

(e) The consultant may terminate this Agreement, or any particular Services, immediately upon written notice to Employer if consultant reasonably determine that Consultant can no longer provide the Services in accordance with applicable law or professional obligations

**2.9.3 Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

**2.9.4 Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the “Employer”, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

**2.9.5 Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the “Employer” shall make the following payments to the Consultant:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall be entitled to receive the payments for services provided till the date of termination.-

**2.9.6 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

**3.1.1 Standard of Performance:** The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer”’s legitimate interests in any dealings with Sub-Consultants or Third Parties.

**3.2 Conflict of Interests:** The Consultant shall hold the “Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a

conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

**3.2.1 Consultant not to benefit from Commissions, Discounts, etc.:** (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the "Employer".

**3.2.2 Consultant and Affiliates Not to Engage in Certain Activities:** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

**3.2.3 Prohibition of Conflicting Activities:** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

### **3.3 Confidentiality:**

Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

**3.4 Insurance to be Taken out by the Consultant:** The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost insurance against the risks, and for the coverages specified in the SC, and (ii) at the 'Employer's request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

**3.5 Accounting, Inspection and Auditing:** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) " shall provide the client or its auditor (bound by respective confidentiality obligations) upon request of the latter with all the information and documents directly related to the Contract."**3.6 Consultant's Actions Requiring 'Employer's Prior Approval:** The Consultant shall obtain the 'Employer's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services.

**3.7 Reporting Obligations:** The Consultant shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

**3.8 Documents Prepared by the Consultant to be the Property of the "Employer":** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy of such documents.

Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Consultant own in performing the Services. Notwithstanding the delivery of any Reports, Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultant- compile and retain in connection with the Services (but not Employer Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement

**3.9 Equipment, Vehicles and Materials Furnished by the “Employer”:** Equipment, vehicles and materials made available to the Consultant by the “Employer”, or purchased by the Consultant wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the ‘Employer’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.

**3.10 Equipment and Materials provided by the Consultants:** Equipment or materials brought into the Government’s country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

#### **4. CONSULTANTS’ PERSONNEL AND SUB-CONSULTANTS**

**4.1 General:** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

**4.2 Description of Personnel:** (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant’s Key Personnel are as per the consultant’s proposal and are described in Appendix C.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the “Employer”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the ‘Employer’s written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the “Employer” and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

**4.3 Approval of Personnel:** The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the “Employer”. In respect of other Personnel which the Consultant proposes to use in the carrying out of

the Services, the Consultant shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs). If the “Employer” does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the “Employer”.

**4.4 Removal and/or Replacement of Personnel:** (a) Except as the “Employer” may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as resignation, retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the “Employer” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the ‘Employer’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Employer”.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “Employer”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

**4.5 Resident Project Manager:** If required by the SC, the Consultant shall ensure that at all times during the Consultant’s performance of the Services a resident project manager, acceptable to the “Employer”, shall take charge of the performance of such Services.

## **5. OBLIGATIONS OF THE “EMPLOYER”**

**5.1 Assistance and Exemptions:** Unless otherwise specified in the SC, the “Employer” shall use its best efforts to ensure that the Government shall:

(a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.

(b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.

(c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

**5.2 Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

**5.3 Services, Facilities and Property of the “Employer”:** (a) The “Employer” shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

**5.4 Payment:** In consideration of the Services performed by the Consultant under this Contract, the “Employer” shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

**5.5 Counterpart Personnel:** (a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding “Employer”s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

## **6. PAYMENTS TO THE CONSULTANT**

**6.1 Total Cost of the Services** (a) The total cost of the Services payable is set forth in Appendix D as per the consultant's proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

**6.2 Currency of Payment:** All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

**6.3 Terms of Payment:** The payments in respect of the Services shall be made as follows:

The payment shall be made on monthly basis based on the financial proposal subject to submission of invoice of the work for the preceding month and satisfactory performance. Leaves availed, if any beyond the permissible limit by the deployed manpower are subject to deduction from the payments on pro-rata basis. Out of Pocket Expenses, if any, related to the official work will be reimbursed as per actual. Department of Urban Affairs shall pay the amount as per the invoice by way of e-transfer/RTGS/NEFT routed through PFMS. The Department shall deduct TDS on the Fee & other statutory taxes as per applicable law. The payment will be released within thirty (30) days from the date of submission of Invoice. Payment must also be subjected to deductions of any amount for which the service provider is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) as per the current Income Tax Act and/or any other Govt. orders/rules. The service provider shall be liable for taxes such as GST or any other applicable tax.

If there is any dispute, the Authority shall only withhold the disputed amount and release the remaining payment within thirty (30) days of the receipt of the invoice to the Consultant. The disputed amount will be released within fifteen (15) days after the dispute is resolved.

(h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by

the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

## **7. FAIRNESS AND GOOD FAITH**

**7.1 Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**7.2 Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## **8. SETTLEMENT OF DISPUTES**

Every dispute, difference or questions which may at any time arise between the parties hereto or any person claiming under them relating to or arising out of or in respect of this agreement shall be as far as possible settled mutually by the parties and failure of which shall be settled by the competent Civil Court at Shillong.

## **9. Limitations of Liability**

The total aggregate liability of Consultant for claims asserted by Employer under or in connection with this Contract, regardless of the form of the action, shall be limited to one time the Contract Price.

## **10. Miscellaneous provisions:**

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of works/services including that of its Associates/Sub Contractors under the Contract.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India/ State or the Employer.

## **11. Performance Security**

The Performance Security shall be provided to the Employer no later than the date specified in the Contract and shall be issued in an amount specified in the SCC, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the total cost of services is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee.

### III. Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	The addresses are:  iii "Employer" :Urban Affairs Department, Government of Meghalaya Attention :Mr..... Facsimile : .....  iii Consultant : Attention : Facsimile :
2	1.7	Not applicable
3	1.8	The Authorized Representatives are:  For the "Employer" Director Urban Affairs , Government of Meghalaya  For the Consultant:  -----
	1.9	(a) The employer shall reimburse Service Tax payable in India as per Applicable Law. The consultant shall register itself for service tax with appropriate authority in India & shall provide the registration number to the client.  b) Tax will be deducted at source as per the prevailing Income Tax Rules.
4	1.10.3	Not Applicable
4	2.1	The effectiveness conditions are the following: (iii) Approval of the contract by the Employer (ii) Appropriate security for advance payment acceptable to the "Employer"- if applicable. (iii) Any unforeseen reason forcing closure of the programme before effectiveness of the contract.
5	2.2	The time period shall be one month
6	2.3	The time period shall be 15 days
7	2.4	The time period shall be ..... Months
8	3.4	Limitation of the Consultants' Liability towards the "Employer" (i) The ceiling on Consultant's liabilities shall be limited to the one time the total Consultancy fee.

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
9	3.5	<p>The risks and the insurance coverage shall be as follows:</p> <ul style="list-style-type: none"> <li>a.) Third Party motor vehicle liability insurance as required under India's Motor Vehicles Act, 1988, by the Consultant or its Personnel or any Sub-Consultants or their Personnel for the period of consultancy;</li> <li>b.) Third Party liability insurance, with a minimum coverage of [insert amount and currency];</li> <li>c.) Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable as per 3.4 of SC of the consultancy;</li> <li>d.) Employer's liability and Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</li> <li>e.) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.</li> <li>f.) Any other law/rule as applicable in India.</li> </ul>
10	4.6	Not Applicable
11	6.1(b)	Not applicable
12	6.3	(Payment schedule as per details provided in ToR
13	11	The Performance Security amount is 5% of the Contract value.

Binding signature of Employer Signed by \_\_\_\_\_

Binding signature of Consultant Signed by \_\_\_\_\_

(for and on behalf of \_\_\_\_\_ duly authorized vide Resolution

No \_\_\_\_\_ dated \_\_\_\_\_ of the Board of Directors of \_\_\_\_\_)

In the presence of  
(Witnesses)

1.

2.

## **IV. Appendices**

## **APPENDIX A – DESCRIPTION OF SERVICES**

Note: This Appendix will include the final Terms of Reference worked out by the “Employer” and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Employer”, etc.

## **APPENDIX B - REPORTING REQUIREMENTS**

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

## **APPENDIX C – STAFFING SCHEDULE**

Include here the list of man powers to be deployed as per TECH-4

## **APPENDIX D – Total COST OF SERVICES IN**

( Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

## **APPENDIX E - DUTIES OF THE “EMPLOYER”**

(Include here the list of Services, facilities and property to be made available to the Consultant by the “Employer”).