

REQUEST FOR PROPOSAL (RFP)

For Consultancy services

For "City beautification work of Guwahati City for the G-20 Summit"

RFP No : GMDA/DEV/156/2022/9 Dated 03/11/2022



Guwahati Metropolitan Development Authority

Bhangagarh, Guwahati-5

DISCLAIMER

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

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

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

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

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

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

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

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

NOTICE INVITING TENDERS

1. Chief Executive Officer, Guwahati Metropolitan Development Authority (GMDA), Guwahati, Assam, India invites tender for Consultancy services from experienced bidders who have requisite knowledge, expertise and experience for "City beautification work of Guwahati City for the G-20 Summit"
2. **The e-tender process will be through state e-procurement portal <https://assamtenders.gov.in>.**

a	Name of Work	City beautification work of Guwahati City for the G-20 Summit
b	Sale of Tender Document	Tender Document can only be downloaded from https://assamtenders.gov.in portal from 16:00 hours of 14/11/2022.
c	Cost of Tender Document	Rs. 5000.00 (Rupees Five thousand only)
d	Completion period	1 (one) month
e	Earnest Money to be deposited	Lumpsum Rs. 1,00,000.00 (Rupees One Lakh Only) Exemption shall be applicable as per Central/Assam State Govt. norms.
f	Receipt of Bid	Up to 14:00 hours on 28/11/2022
g	Date, Time & Venue of opening of Technical Bid.	At 15.00 hours on 29/11/2022 in the office of CEO, GMDA through portal.
h	Seek clarification end date	Up to 11:00 hours on 23/11/2022

3. Tender Documents can only be downloaded from <https://assamtenders.gov.in> portal as per the date mentioned above. The tender document fee of Rs. 5,000.00 only is to be deposited along with tender documents in GMDA's account through e-tender portal only. Tender Documents shall not be sold directly in the office of CEO, GMDA and shall not be sent by Post/ Courier.
4. The bids submitted by the bidders who do not meet the qualification requirements as required or whose Bids (both Technical and Price) are not complete are not valid. Earnest Money of the tenders containing restricted validity of Bids is liable to be forfeited. The bids not accompanied by Earnest Money Deposit shall be rejected.
5. Issue/ download of Tender Documents to/ by the bidder will not automatically mean that the bidder is qualified for the Award of the Contract. The bidders will be required to fulfill the Qualification Criteria given in the Tender Document before being considered eligible for the Award of Contract. No Condition/ Deviation which is either additional or in modification of the tender conditions shall be included in the bid submitted by the bidder. If the bid contains any such

- conditions or deviations from the tender conditions, the bid will be rejected.
6. Bids duly completed in all respects along with the requisite amount of Earnest Money Deposit and tender fee to be submitted through online e-tender portal only. The hard copy of the technical bid to be submitted on or before the proposal end date.
 7. In case of any discrepancies, the provisions of this Tender Notice shall take precedence over all other bidding documents.
 8. The Bidders are required to upload their tender in <https://assamtenders.gov.in> portal only. GMDA shall not be held responsible for the delay, if any, in the non-receipt of the same.
 9. Bidders are required to go through the procedure as specified in <https://assamtenders.gov.in> portal to upload the Bid document.
 10. GMDA does not bind itself to accept lowest or any other bid and reserves the right to reject lowest or any other bid or all the bids and accept any bid either in the whole or in part or split up the work between more than one bidders without assigning any reason whatsoever. The bidder shall be bound to execute the same at the quoted rates.
 11. The project management consultancy services (PMC) shall be awarded to the successful bidder on completion of the DPR and only after accordance of administrative approval of the project by Govt.
 12. In case the date of opening of the tender as mentioned above is declared to be a holiday, the bids shall be opened on the next working day at the same time and venue.
 14. For any query the bidder may contact : Smt. Ankana Kalita
Designation: Asst. Executive Engineer, GMDA
Address: GMDA office, Bhangagarh,
Ph. No. (mobile) 88762-16139
Email id.- ceogmdaghy@gmail.com
 15. Any revisions, clarifications, addenda, corrigenda, time extensions etc. to this tender will be posted on <https://assamtenders.gov.in> portal only. Bidders should regularly visit the website to keep themselves updated.

Chief Executive Officer
Guwahati Metropolitan Dev. Authority
Bhangagarh, Guwahati- 781 005

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1. INSTRUCTIONS TO APPLICANTS

A. General

1.1 Scope of Proposal

- 1.1.1 Govt. of India is about to host G-20 Summit, 2023. Guwahati shall be one of the venues for this Summit. Govt. of Assam has entrusted GMDA to take measures in the line of city beautification work. GMD authority has decided to take up the beautification of all main city-roads and prominent places within the city. Accordingly, this RFP has been called for selecting Consultant for preparation of DPR and Project Management.
- 1.1.2 The proposals should be planned in a way that the execution of project could be completed maximum within a month. The proposals should contain detail plan, drawing and design. A tentative cost estimate (excluding Consultancy Service charges) must also be submitted along with the proposal. A Power Point Presentation if required will have to be produced by the Consultant.
- 1.1.3 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in TOR. Applicants are advised that the selection of Consultant shall be based on an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 1.1.4 The Applicant shall submit its Proposal in the form and manner specified in the Appendices of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II.

1.2 Minimum Eligibility Criteria

- i. Applicant must be a consulting firm, involved in rendering architectural and engineering design services with minimum of ten (10) years of experience.
- ii. The applicant can be a company / partnership firm / proprietor or other legal entity incorporated / established as per the applicable laws. In case of proprietor firm the proprietor, in case of partnership firm any of the partner and in case of legal entity incorporated any of the director must have valid registration from Council of Architecture (COA).
- iii. **Work Experience:** Experience of having provided Architectural Consultancy Services for successfully completed similar works for Central Govt./State Govt./PSU's during the last 7 years ending previous day of last date of submission of tenders:

- a. Three similar works each costing not less than 40% of the tentative estimated cost of the project submitted by the firm along with the RFP.

OR

- b. Two similar works each costing not less than 60% of the tentative estimated cost of the project submitted by the firm along with the RFP.

OR

- c. One similar work costing not less than 80% of the tentative estimated cost of the project submitted by the firm along with the RFP.

“Similar works” shall mean any kind of beautification work comprising of landscaping, street-scaping, art work, sculpture work, painting, street, urban plantation, public art, public plaza, illumination or any type of beautification work.”

- iv. **Financial Strength:** The applicant should have sound financial background and should submit a F/S certificate from a Nationalized Bank.
- v. Applicant should not be under liquidation, court receivership or similar proceedings at the time of submission of tender.
- vi. Applicant is ineligible to submit a proposal, if it or any of its constituents has been barred or blacklisted by any Central and/or State Government / autonomous institutions / university / public sector organization in India at the time of submission of tender.
- vii. Applicant should have, during the preceding five years from the date of the submission of the RFP offer, neither failed to perform on any agreement, nor been expelled from any project or agreement nor have any agreement terminated for breach by the Applicant.

Note:

1. Bidders must satisfy all the Minimum Eligibility Criteria specified above to be considered for Technical Evaluation.
2. The past experience in similar nature of work should be supported by certificates issued from an authority not below the rank of Executive Engineer or equivalent.
3. The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of last day of submission of tenders.

1.3 Key Personnel:

1.3.1 Each of the Key Personnel must fulfill the Conditions of Eligibility specified in the table here below:

S. No.	Key Personnel	Educational Qualification	Professional Experience	Specific Experience
1.	Team Leader	B. Arch	10 Years Minimum	Should have experience of Planning, designing & executing similar nature of works.
2.	Architect Planner	B. Arch	10 Years Minimum	Should have experience of Planning, designing & executing similar nature of works.
3.	Structural Engineer	M. Tech (Structural)	10 Years Minimum	Should have experience of Planning, designing & executing similar nature of works.
4.	Electrical/MEP Engineer	B. Tech (Electrical)	10 Years Minimum	Should have experience of Planning, designing & executing similar nature of works.
5.	Mechanical/HVAC Engineer	B. Tech (Mechanical)	10 Years Minimum	Should have experience of Planning, designing & executing similar nature of works.
6.	Horticulturist.	B.Sc. (Horticulture)	10 Years Minimum	Should have experience of Planning, designing & executing similar nature of works.

1.3.2 The Applicant should submit a Power of Attorney/Board resolution for Authorisation of Signatory for bid signing.

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

1.4 Conflict of Interest

Refer to Schedule-2 of this RFP for Definition and Guidance on Conflict of interest.

1.5 Number of Proposals

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

1.6 Cost of Proposal

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

1.7 Acknowledgement by Applicant

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

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;
- (d) satisfied itself about all matters, things and information necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

1.8 Right to reject any or all Proposals

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

1.8.2 Without prejudice to the generality of Clause 1.7.1, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a

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

B. Documents

1.9 Contents of the RFP

1.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.10:

REQUEST FOR PROPOSAL

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

SCHEDULES

Schedule-1 Terms of Reference

Schedule-2 Guidance Note on Conflict of Interest

APPENDICES

APPENDIX-I - TECHNICAL PROPOSAL

- Form-1 - Letter of Proposal
- Form-2 - Particulars of the Applicant
- Form-3 - Proposed Methodology and Work Plan
- Form-4 - Eligible Assignments of Applicant
- Form-5 - Particulars of Key Personnel
- Form-6 - Curriculum Vitae (CV) of Key Personnel
- Form-7 - Deployment of Personnel
- 8 - Plan, Design & Drawing of proposed beautification project along with a Power Point Presentation document.
- 9 - Tentative Estimate of the beautification project (excluding Consultancy Service Charges).

APPENDIX-II - FINANCIAL PROPOSAL

1.10 Clarifications

1.10.1 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion.

1.11 Amendment of RFP

1.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the

issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants by fax or e-mail.

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

C. PREPARATION AND SUBMISSION OF PROPOSAL

1.12 Language

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

1.13 Format and signing of Proposal

- 1.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 1.13.2 The Applicant shall prepare one original set of the Proposal.
- 1.13.3 The Proposal shall be typed or written and signed by the authorised signatory of the Applicant who shall initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "**Authorised Representative**") as detailed below:
- (a) by the proprietor, in case of a proprietary firm; or
 - (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or by a duly authorised person holding the Power of Attorney/ Board resolution for Authorisation of Signatory for bid signing.
- 1.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.7, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.16.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.21.

1.14 Technical Proposal

1.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the "**Technical Proposal**").

1.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (b) Plan, Design & Drawing of proposed beautification project along with a Power Point Presentation document;
- (c) Tentative Estimate of the beautification project (excluding Consultancy Service Charges);
- (d) Power of Attorney/Board resolution, as applicable;
- (e) CVs of all Professional Personnel have been included;
- (e) Key Personnel proposed meeting the Conditions of Eligibility laid down at Clause 1.3
- (f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (g) The CVs have been signed and dated by the respective Personnel or by the Authorised signatory. Unsigned CVs shall be rejected.
- (h) Key Personnel would be available for the period indicated in the TOR;
- (i) The proposal is responsive in terms of eligibility criteria Clause 1.2

1.14.3 Failure to comply with the requirements spelt out in this Clause 2.13 shall make the Proposal liable to be rejected.

1.14.4 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

1.14.5 The proposed team shall be composed of experts and specialists (the "**Professional Personnel**") in their respective areas of expertise and managerial/support staff (the "**Support Personnel**") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 1.3 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy.

1.14.6 Sub-Consultancy shall be permitted in case the Consultant wishes to strengthen the capabilities of the team. However, such engagement will not relieve the consultant from his obligation.

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

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

1.15 Financial Proposal

1.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "**Financial Proposal**") clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees and signed by the Applicant's Authorised Representative.

1.15.2 The Financial Proposal should be inclusive of all the costs. The taxes to be added on the quoted base amount.

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

1.15.4 While submitting the Financial Proposal, the Applicant shall ensure the following:

(i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, travel, equipment, printing of documents as per RFP requirements. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(ii) The Financial Proposal shall take into account all expenses.

(iii) Costs shall be expressed in INR (Indian Rupees) only.

1.15.5 The preparation of Concept Plan & DPR work shall be quoted in Lump sum. For the Project Management Services, the rate will be on percentage of the project cost. However for tender purpose to sum up both the cost the percentage rate shall be converted to an amount. The project cost to be considered for tender purpose is Rs 34.00 crore.

1.16 Submission of Proposal

- a) **Format & Signing of Bid:** The Bidders shall provide all the information online sought under this tender document. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- b) **Submission of Bid:** The Bidder shall submit the Price Bid in the format as specified in the tender document online through <https://assamtenders.gov.in>.
- c) **Technical bid documents:** The documents of Technical Bid shall also be submitted online through <https://assamtenders.gov.in> the format as specified. Bids not submitted in the prescribed forms/formats will be summarily rejected. Bidders are advised to fill all information clearly and legibly in prescribed format.

1.17 Earnest money deposit

- a) The Proposal shall be accompanied by an Earnest Money Deposit (EMD) to a lumpsum value of Rs. 1,00,000.00 (Rupees One Lakh) Only online through e-tender portal only. Exemption shall be applicable as per Central/Assam State Govt. norms. However, documents/circular issued by the competent authority related to the exemption of Earnest Money must be submitted along with the proposal. The EMD in any other form will not be accepted. The Earnest Money Deposit will be returned to the unsuccessful Applicant after signing of the contract agreement with the successful bidder.
- b) EMD will be retained in the case of successful Applicant and it will not earn any interest and will be dealt with, as provided in the terms and conditions of the proposal.
- c) Any request of Applicant, under any circumstances claiming exemption from payment of EMD will be rejected and their bid will be cancelled.
- d) The amount remitted towards EMD is liable to be forfeited in case the Applicant fails to execute the contract after submission of the proposal or after acceptance of the offer by the Authority or fail to sign the Agreement or to remit the Security Deposit.

1.18 Proposal Due Date

- 1.18.1 Proposal should be submitted at or before 14.00 hrs on the Proposal Due Date specified at NIT in the manner and form as detailed in this RFP.
- 1.18.2 Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

1.18.3 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 1.11 uniformly for all Applicants.

1.19 Modification/ substitution/ withdrawal of Proposals

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

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

1.20 Evaluation of Proposals

1.20.1 The Authority shall open the Technical Proposal as specified in NIT Clause 2 and in the presence of the Applicants who choose to attend. If the opening date happens to be a holiday, the next working day shall be considered as opening of proposal date.

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

- (a) the Technical Proposal is received in the form specified in Appendix-I;
- (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 1.18;
- (c) it is signed, sealed, and submitted as stipulated in Clauses 1.16;
- (d) it is accompanied by the Power of Attorney/Board resolution for Authorisation of Signatory for bid signing or any other evidence establishing the credentials of the authorized signatory as specified in Clause 1.3.1;
- (f) it contains all the information (complete in all respects) as requested in the RFP;
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

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

1.20.4 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.2 and the criteria set out in clause 2 of this RFP.

- 1.20.5 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time, and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 2.3 and 2.4.
- 1.20.6 Applicants are advised that Selection process shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 1.20.7 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

1.21 Confidentiality

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

1.22 Clarifications

- 1.22.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 1.22.2 If an Applicant does not provide clarifications sought under Clause 1.22.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF CONSULTANT

1.23 Negotiations

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

1.24 Substitution of Key Personnel

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

1.24.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health.

1.25 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 5% (five percent) of the Agreement value for any direct loss or damage that is caused due to any deficiency in services.

1.26 Award of Consultancy

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

1.27 Performance Security

The successful bidder shall submit 5 % of the accepted bid cost as Performance Security by way of Bank Guarantee from Nationalized/Scheduled bank in favour of CEO, GMDA along with letter of acceptance prior to signing of the contract. The Performance Security shall be submitted in a B.G. The validity of the Performance Security will be 6 (six) months from the date of submission of the LOA.

1.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.2.7. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

1.29 Commencement of assignment

The notice to proceed with the Consultancy shall be issued within 10 days from the date of signing of the agreement. The time allowed for the assignment is mentioned in TOR.

1.30 Proprietary data

Subject to the provisions of Clause 1.16, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

2. CRITERIA FOR EVALUATION

2.1 Evaluation of Technical Proposals

2.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant’s experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 70 marks or more out of 100 shall qualify for further consideration.

2.1.2 The scoring criteria to be used for evaluation shall be as follow.

Years of Experience	Applicant must be a consulting firm, involved in rendering architectural and engineering design services with minimum of ten (10) years of experience.	(i) 60% marks for meeting minimum eligibility criteria (ii) 100% marks for meeting twice the Minimum eligibility criteria or more. (iii) In between (i) & (ii)- on pro-rata basis	10 Marks Maximum
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Experience of similar projects completed during the last 7 years	<p>Three similar works each costing not less than 40% of the tentative estimated cost of the project submitted by the firm along with the RFP.</p> <p style="text-align: center;">OR</p> <p>Two similar works each costing not less than 60% of the tentative estimated cost of the project submitted by the firm along with the RFP.</p> <p style="text-align: center;">OR</p> <p>One similar work costing not less than 80% of the tentative estimated cost of the project submitted by the firm along with the RFP.</p>	<p>(j) 60% marks for meeting minimum eligibility criteria</p> <p>(ii) 100% marks for meeting twice the Minimum eligibility criteria or more.</p> <p>(iii) In between (i) & (ii) on pro-rata basis.</p>	10 Marks Maximum												
Financial Capacity	The Average annual financial turnover during 3 years shall be at least Rs. 25 Lakhs.	<p>(i) 60% marks for meeting minimum eligibility criteria</p> <p>(ii) 100% marks for meeting twice the Minimum eligibility criteria or more.</p> <p>(iii) In between (i) & (ii)- on pro-rata basis</p>	10 Marks Maximum												
Organization Structure and Capability	<p>The firms should have the following Key Personnel either in-house/ associates/ consultants.</p> <p>Note: Marking will strictly be done on the basis of experience of key personnel and number of works undertaken.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Team Leader</td> <td style="width: 20%; text-align: center;">7</td> </tr> <tr> <td>Architect Planner</td> <td style="text-align: center;">6</td> </tr> <tr> <td>Structural Engineer</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Electrical/MEP Engineer</td> <td style="text-align: center;">4</td> </tr> <tr> <td>Mechanical/HVAC Engineer</td> <td style="text-align: center;">4</td> </tr> <tr> <td>B.Sc. Horticulture</td> <td style="text-align: center;">4</td> </tr> </table>	Team Leader	7	Architect Planner	6	Structural Engineer	5	Electrical/MEP Engineer	4	Mechanical/HVAC Engineer	4	B.Sc. Horticulture	4	30 Marks Maximum
Team Leader	7														
Architect Planner	6														
Structural Engineer	5														
Electrical/MEP Engineer	4														
Mechanical/HVAC Engineer	4														
B.Sc. Horticulture	4														
Presentation reflecting Concept design , Proposed Methodology and	Evaluation will be based on the quality of the project concept, methodology, work plan, presentation and submissions.	Evaluation will be based on the quality of the project concept, methodology, work plan, presentation and submissions.	40 Marks Maximum												

Work Plan			
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2.2 Short-listing of Applicants

1. Applicants who receive a score of 70 or higher in the Technical evaluation shall be short-listed for financial evaluation.
2. The technically qualified bidder who has scored the highest technical marks/score shall be given a score of 100. The other bidders shall be allotted score relative to the score of applicant with highest marks/score, which shall be as below:

$$T_s = 100 \times T / T_H$$

Where:

T_s = Marks/score of the Technical Proposal being evaluated

T_H = the highest marks scored by technical qualified bidder

T = the marks scored by technical qualified bidder under consideration

2.3 Evaluation of Financial Proposal

The Financial Proposals shall be opened through e-portal in the presence of the technically qualified bidders' representatives who choose to attend. The name of the bidder, the technical scores, and the respective financial quotes shall be read aloud and recorded when the Financial Proposals are opened. The selection of successful applicant would be on the "Quality cum Cost Based Selection (QCBS) as detailed below:

The bidder who has quoted the lowest price shall be given a score of 100. The other bidders shall be allotted score relative to the score of applicant with lowest quote, which shall be as below:

$$F_s = 100 \times FL / F$$

Where:

F_s = Financial score of the Financial Proposal being evaluated

FL = the price of lowest priced Financial Proposal

F = the price of proposal under consideration

Combined Score: The score of technical proposals would be given 80% weightage and that of the financial proposals would be given 20 % weightage. The weighted total score of both the Technical and Financial proposals shall be used to rank the applicants.

$$\text{Total Score} = 80\% \times T_s + 20\% \times F_s$$

2.4 Selection of Preferred Applicant

The Selected Applicant shall be the **first ranked** Applicant (having the highest combined score). The First ranked Bidder is eligible for award of the work and may be invited for negotiations if required. The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 1.23, 1.26, 1.27 and 1.28, as the case may be.

3. FRAUD AND CORRUPT PRACTICES

- 3.1 The Applicants and their respective officers, employees, agents and advisers

shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

- 3.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process.
 - (b) "**fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4 MISCELLANEOUS

- 4.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Guwahati, Assam shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 4.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 4.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 4.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 4.5 The Authority shall not provide any service or facilities to the Consultant during the engagement. The Consultant have to arrange of all the facilities to carry out the work.
- 4.6 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.
- 4.7 **FORCE Majeure:** Force Majeure shall be defined as follows:
"Neither the Client nor the Consultant shall be considered in default in performance of the obligations under this Agreement if such performance is prevented or delayed by events such as, war, hostilities, revolution, riots, civil commotion, strikes, lock outs, Conflagrations, epidemics, accident, fire, wind, flood, draught earthquake or because of any law, order, proclamation, regulation or ordinance of any act of God, or for any other cause beyond the reasonable control of the party

affected provided notice in writing of any such clause with necessary evidence that the obligation under the Agreement is thereby affected or prevented or delayed is given within 15 (fifteen) day from the happening of the event with sufficient documentary proof with regard to its existence and its continuance thereafter. As soon as the cause of force majeure has been removed, the party whose ability adducing necessary evidence in support thereof from the date of the occurrence of a case of force majeure, the obligation of the party affected shall be suspended during the continuance of any inability so cause until the case itself and inability resulting there from have been removed and the agreed time of completion of the resulting obligations under this Agreement shall stand extended by a period equal to the period of delay occasioned by such events.”

SCHEDULE-1: ToR

TERMS OF REFERENCE (TOR) FOR

Terms of Reference (ToR) for City beautification work of Guwahati City for the G-20 Summit

A. Scope of Work

The scope of work for the study to be carried out shall include but not be limited to the following activities:

A. Design and bidding stage

- Concept Plan for "City beautification work of Guwahati City for the G-20 Summit"
- Survey & Investigation
- Detailed Project Report with Design & drawing, Cost estimate.
- Preparation of drawings, Bill of quantities and tender document for construction purpose

B. Project Management Consultancy Services

- Preparation of construction drawing
- Interiors and finishing, outer architectural finish design
- Electrical and HVAC, water supply and plumbing, Landscaping, street-scaping, illumination and all necessary services detailed drawing to complete the project in all respect

- Supervision and monitoring of the construction of the project including preparation and submission of running bills, final bills and issue of completion certificate.
- Design of security and surveillance system may require.

C. Project Components

The selected proposal will be taken up for implementation of "City beautification work of Guwahati City for the G-20 Summit" with modification if necessary as desired by the authority. The components will be as per the selected proposal.

D. Deliverables –

Scope of work will be integral part of deliverables. Following reports in 3 hard copies and one (1) soft copy have to be submitted to Client as per timelines given in RFP. The Services to be performed by the Consultant at different stages, the deliverables shall include but not be limited to the following:

Stage 1: Preparation of Preliminary Concept Report including preliminary schemes and estimate and its approval

Stage 2: On completion of preliminary planning Preparation of Detailed Project Report DPR including preliminary schemes and estimate and its approval

Stage 3: Preparation of Final DPR with required drawings on approval from all local Authorities

Stage 4: Preparation of detailed drawings, tender documents, specifications and estimates.

Stage 5: Project management consultancy services for the execution of work

E. Time & Payment Schedule

1. The total duration for preparing DPR shall be very short which will be finalized on mutual understanding. The Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed.

2. Payment schedule

Milestone payment schedule for various activities are as under:

Stage-1	Milestone achieved	Extent of payment
A	Preparation of Concept Plan & DPR	
1.	On completion of the tender process and award of the work to the contractor for the construction of the project.	100% of the fees payable based on quoted rate.
B	Project Management	

	Consultancy Services	
5.	During the execution of work (on prorata basis) Commensurate with the value of the work executed	
5a	On completion of 20% of the work	20% of the fees payable based on the actual work done
5b	On completion of 40% of the work	20% of the fees payable based on the actual work done
5c	On completion of 60% of the work	20% of the fees payable based on the actual work done
5d	On completion of 80% of the work	20% of the fees payable based on the actual work done
6.	On completion of 100% of the work	10% of the fees payable based on the actual work done
7.	Balance after successful commissioning of the building /project and getting completion certificate from authorities.	10% of the fees payable based on the actual work done.
	Total of B	100% of the quoted rate for the PMS

Notes:

In case the project is delayed on account of delay on the part of Consultant in providing services, drawings and other deliverables, the Consultant will not be entitled for any additional remuneration on account of extension of contract period.

F. Study Administration & Coordination:

- i. The CEO, GMDA or his representative will function as study contract coordinators to observe the study and provide a focal point for interaction with the consultant on behalf of the clients.
- ii. The Consultant will be required to liaise and coordinate with all the concerned agencies.

G. Arbitration Clause:

In the case of any dispute arising upon or in relation to or in connection with the contract thereof shall be amicably resolved through discussions between the client and the consultant, failing which the dispute may be settled under the rule of Indian Arbitration Act, 1996 by three arbitrators appointed, one each by the client and the consultant and the third by mutual agreement of these two arbitrators under such rules. The said arbitrators shall have full power to open up review and revise any decision, opinion, instruction determination certificate or evaluation of the Consultants and the client related to the dispute. In the event of failure of these discussions and judicial resolution becoming necessary, then and only in that

event, the matter shall be referred to the courts of Guwahati, State of Assam, India.

SCHEDULE-2: Conflict of Interest

Guidance Note on Conflict of Interest

SCHEDULE-2

(See Clause 1.4)

Guidance Note on Conflict of Interest

- 1.** This Note further explains and illustrates the provisions of Clause 1.4 of the RFP and shall be read together therewith in dealing with specific cases.
- 2.** Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
- 3.** Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a)** Authority and consultants:
 - (i)** Potential consultant should not be privy to information from the Authority which is not available to others;
 - (ii)** Potential consultant should not have recently worked for the Authority overseeing the project.
 - (b)** Consultants and concessionaires/contractors:
 - (i)** No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or

- (ii) no consultant should be involved in owning or operating entities resulting from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants having contracted with the Authority to draw up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called "scope-creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

Contents

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Form – 6 – Curriculum Vitae (CV) of key Personnel
Form – 7 – Deployment of Personnel
APPENDIX – II- FINANCIAL PROPOSAL

APPENDIX-I - TECHNICAL PROPOSAL

TECHNICAL PROPOSAL

Form-1 - Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

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

Sub: City beautification work of Guwahati City for the G-20 Summit

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our "*City beautification work of Guwahati City for the G-20 Summit*". The proposal is unconditional and all information provided in the Proposal and in the Appendices is true and correct. All documents accompanying such Proposal are true copies of their respective originals.

2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;

- (b) I/We do not have any conflict of interest in accordance with Clause 1.4 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that inconformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2 of the RFP document.
8. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/Managers/employees.
11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the State Government in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
12. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded tome/us or our proposal is not opened or rejected.

14. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in the RFP.
15. A Power of Attorney/Board resolution for Authorisation of Signatory for bid signing.
16. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement with the Authority.
17. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
18. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

Form-2 - Particulars of the Applicant

1.	Name of the organization
2.	Permanent address Tel : Fax : Email id :
3.	Name of the Authorized person for submitting proposal: Mobile No. : Email id : (Attach Authorization letter of Competent Authority)
4.	Registration details Registered under: Registration year : Registration No. : (Attach copy of Registration certificate)
5.	Whether the Agency functional for the past 05 years : Y/N
6.	Whether the Agency is presently blacklisted : Y/N If yes whether that blacklisting is cancelled : Y/N (Bidders shall submit self affidavit for not blacklisted)

(Signature, name and designation of the authorised signatory)

For and on behalf of

Form-3 - Proposed Methodology and Work Plan

The approach and methodology for the assignment shall be presented in no more than 15 pages. The proposed methodology and work plan shall be described as follows:

For Methodology:

Technical Approach and Methodology {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/ copy the TORs in here.}

For Work plan

{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.}

Form-4 - Eligible Assignments of Applicant

S.N	Durati on	Assignment name/& brief description of main deliverables /outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR equivalent)/ Amount paid to your firm	Role on the Assignment
1					
2					
3					

Note: Certificate from the clients to be submitted.

Form-5 - HR proposed for this work:

SI No.	Designation	Name	Educational Qualification	Experience
1				
2				
3				
4				
5				
6				
7				

(The bidder to attach detailed CV's)

Form-6 - Curriculum Vitae (CV) of Key Personnel

PROPOSED TITLE & NO.			
NAME OF EXPERT			
DATE OF BIRTH		CITIZENSHIP	
EDUCATION			
Degree Obtained		Name of Institute	Year
EMPLOYMENT RECORD RELEVANT TO THE ASSIGNMENT			
Period	Employing organisation and position. Contact in for references	Country	Summary of activities performed relevant to the assignment
MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS AND PUBLICATION			
LANGUAGES			
Language	Speaking	Reading	Writing
BRIEF ABOUT THE PROFESSIONAL/SUMMARY			
DETAILED TASKS ASSIGNED	WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE ASSIGNED TASKS		
EXPERT'S CONTACT INFORMATION			
Email Id:			
Phone Number:			
CERTIFICATION			
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.			
Name of Expert	Signature	Date	
Name of Authorised Representative of the Consultant	Signature	Date	

Notes:

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed and dated by either the Personnel concerned or by the Authorised Representative of the Applicant firm along with the seal of the firm.

Form-7 - Deployment of Personnel

S.No.	Designation	Name	Man Month Inputs									
			1		2		3		4		
			Home	Field	Home	Field	Home	Field	Home	Field	Home	Field
1.												
2.												
3.												
4.												

APPENDIX-II

FINANCIAL PROPOSAL

(On Applicant's letter head)

(Date and Reference)

To

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

Subject: City beautification work of Guwahati City for the G-20 Summit

Dear Sir,

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

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

The Financial Proposal should be inclusive of all the cost and expenses. The taxes to be added on the quoted base amount.

The quoted amounts are for the above mentioned project.

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

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

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

We remain, Yours' sincerely,

(Signature, name and designation of the authorised signatory)

**Financial Proposal Format For
Consultancy Services for
City beautification work of Guwahati City for the G-20 Summit**

SN	Item	Base Amount in Figure (INR)	GST in % age	Total Amount with taxes (INR)	Amount in Words
1	Preparation of Concept Plan and Detailed Project Report for Consultancy Services for City beautification work of Guwahati City for the G-20 Summit as per the detailed scope of services in ToR. (Lump Sum quote)				
2	Project Management Consultancy Services for City beautification work of Guwahati City for the G-20 Summit. The percentage rate to be converted to amount for tender purpose.				
Total Cost					

Declaration:

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

Name and designation of the authorized person:

Signature:

Date:

Place: _____

APPENDIX-III
STANDARD FORM OF CONTRACT

STANDARD FORM OF CONTRACT

Consultancy Services for
City beautification work of Guwahati City for the G-20 Summit

Between

[Name of Client]

and

[Name of Consultants]

Dated: _____

I. FORM OF CONTRACT

INDIA

**Contract to undertake for Consultancy Services for
City beautification work of Guwahati City for the G-20 Summit**

This CONTRACT (hereinafter called the "Contract") is made on the-----day of the month of-----2022, by and between

Guwahati Metropolitan Development Authority having its office at Statefed Building Bhangagarh, Guwahati - 781005, Assam , India acting through its Chief Executive Officer hereinafter referred to as the "Client" which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns)of the **First Part.**

and

(hereinafter called the "Consultants²").

WHEREAS

- (A) The Client has requested the Consultants to provide certain consulting services as defined in Request For Proposal (RFP)attached to this Contract(hereinafter called the "Services");
- (B) The Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties here to here by agree as follows:

²Consultant should have permitted assigns.

- 1. The following documents attached here to shall be deemed to form an integral part of this Contract:
 - a) Request For Proposal (hereinafter called "RFP") document.
 - b) General Conditions of Contract (GCC)

c) Special Conditions of Contract (SCC)

Schedule-1: Terms of Reference containing, inter-alia, the Description of the and reporting requirements,

Schedule-2: Guidance note on Conflict of Interest.

Appendix I: Technical proposals forms

Appendix II: Financial Proposal

Annexure A: Copy of Bank Guarantee for Performance Security

2. The mutual rights and obligations of the Client and the Consultants shall be 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) Client shall make payments to the Consultants in accordance with the provisions of the Contract.

3. PRIORITY OF DOCUMENTS

The Parties expressly agree that in the event of any conflict, in consistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) herein above, the documents shall be interpreted in the following order of precedence:

- (i) The provisions of this Contract will override all provisions of other documents comprising the Contract.
- (ii) The provisions of the SC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
- (iii) the provisions of the GC shall be subject to the Contract SC, but shall take precedence over all other documents comprising the Contract; and
- (iv) the Appendices shall be subject to each of the Contract, SC and the GC

Any decision of the Client in relation to the priority of documents shall be final and binding upon the Consultant.

IN WITNESS WHEREOF, the Parties here to 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 CLIENT BY AUTHORIZED REPRESENTATIVE	FOR AND ON BEHALF OF CONSULTANT BY AUTHORISED REPRESENTATIVE
Witness1 Signature : Name: Address:	Witness2 Signature : Name: Address:

II. GENERAL CONDITIONS (GC) 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 all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) **"Client"** means the Party named in the Contract, who employs the Consultant.
- (c) **"Consultant"** or **"Consultants"** means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services.
- (d) **"Contract"** means the Contract signed by the Parties, to which these General Conditions of Contract (GC) constitute a part, together with all other documents listed in Clause 1 of such signed Contract;
- (e) **"Contract Price"** means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) **"GC"** means the General Conditions of Contract;
- (g) **"Government"** means the Government of Client's country;
- (h) **"Currency"** means the currency of Government of INDIA in Rupees;
- (i) **"Material Adverse Effect"** means material adverse effect on (a) the ability of the Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.
- (j) **"Party"** means the Client or the Consultants, as the case may be, and Parties means both of them;
- (k) **"Performance Security"** shall mean the irrevocable and unconditional bank guarantee provided by the Consultant from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract.
- (l) **"Personnel"** means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (m) **"Project" or "Projects"** means **for City beautification work of Guwahati City for the G-20 Summit**
- (n) **"SC"** means the Special Conditions of Contract by which these General Conditions

of the Contract may be amended or supplemented;

- (o) **“Services”** means the work to be performed by the Consultants pursuant to this Contract as described in TOR; and
- (p) **“Sub-consultant”** means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of RFP document.
- (q) **“Work Order”** means a specific directive or order to perform a defined scope for a defined duration and fee.

1.1 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at Guwahati, Assam, India only.

1.2 Language

This Contract has been executed in the language specified in the SC, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.3 Notices

Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.4 Location

The Services shall be performed at such locations as are specified in bid document and, where the location of a particular task is not so specified, at such locations, whether in Country or elsewhere, as the Client may approve.

1.5 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials in the SC.

1.6 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1.7 Interpretation

In the Contract, unless the context otherwise requires:

- 1.7.1** The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.
- 1.7.2** A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.
- 1.7.3** A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.
- 1.7.4** A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to.
- 1.7.5** Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.
- 1.7.6** The words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed ejusdem generis with any foregoing words.
- 1.7.7** In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
- 1.7.8** Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.
- 1.7.9** The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.
- 1.7.10** References to a person (or to a word importing a person) shall be construed so as to include:
- (i) Individual, firm, trust, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency

of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);

- (ii) That person's successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
- (iii) References to a person's representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both the Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall commence the services from 15th day of effectiveness of the Contract or any date prior to that with written approval from the Client.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.5 hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

2.3.1 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties

2.4 Force Majeure

2.4.1 Definition

As defined in RFP Cl. 4.7.

2.4.2 No Breach of Contract

The failure of a party to fulfill any of its obligations under the Contract 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

- (a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- (b) has informed the other party as soon as possible about the occurrence of such an event.

(c) the dates of commencement and estimated cessation of such event of Force Majeure; and

(d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

2.4.3 Extension of Time

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.

2.4.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

2.5 Termination

2.5.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause.

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a sixty (60) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing
- (b) if the Consultants become insolvent or bankrupt
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.
- (e) If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
- (f) if the Consultant, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract.

For the purpose of this clause

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

(g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.5.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) day’s written notice to the Client, such notice to be given after the occurrence of the events specified in paragraphs (a) and (b) of this Clause 2.5.2:

(a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue ; or

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

2.5.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.5 hereof, or upon expiration of this Contract pursuant to Clause 2.3 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 3.3 hereof, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 hereof, (iv) the rights of indemnity of the Client specified in clause 11 and (v) any right which a Party may have under the Applicable Law.

2.5.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.5.1 and 2.5.2 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 Client, the Consultant shall proceed as provided, respectively, by Clause 3.6 hereof.

2.5.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.5.1 or 2.5.2, the Client shall make the following payments to the Consultants:

- (a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) If the Contract is terminated pursuant of Clause 2.5.1 (a), (b), (d), (e) or (f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of Clause 9 of this Contract. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.5.6 Disputes about Events of Termination:

If either Party disputes whether an event specified of Clause 2.5.1 or in Clause 2.5.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under clause 7 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 CONSULTANTS

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates Not to Engage in Certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Consultant's Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the

Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract.

- (b) appointing such members of the Personnel mentioned in the technical proposal, and
- (c) any other action that may be specified in the SC.

3.5 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in TOR, in the numbers, and within the periods set forth in the said RFP.

3.6 Documents Prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.7 Liability of the Consultants

Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.8 Insurance to be taken out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client shall apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.

4. CONSULTANTS' PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of

engagement in the carrying out of the Services of the Consultants' core team are described in RFP. The core team listed in Appendix-I, Form-6 are hereby approved by the Client. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in this Contract.

- 4.2 If required to comply with the provisions of Clause 3.1 of this Contract, adjustments with respect to level of effort, staff assignments, time may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement, scope, qualifications of team or deliverables and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this Contract. Any other such adjustments shall only be made with the Client's prior written approval.

4.2 Removal and/or Replacement of Personnel

- (a) If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications. In case of a critical vacancy, the consultant shall provide a temporary resource for no more than 6 months. The temporary resource shall be of equivalent qualifications and shall be paid no more than 90% of the agreed rate of the personnel being replaced.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person 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 Client. Except as the Client may otherwise agree, (i) the Consultants 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.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to

ensure that the Government shall provide the Consultants, Sub consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services-

1. assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
2. facilitate prompt clearance through customs of any property required for the Services;
3. 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;

6. PAYMENTS TO THE CONSULTANTS

6.1 Payment Terms

The Consultants total remuneration including out of pocket expenses shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services. The Contract Price may only be increased above the amounts if the parties have agreed to additional payments in accordance with Clause 2.3.1.

No payment shall become eligible for the next stage till the Consultant completes to the satisfaction of the Client the work pertaining to the preceding stage.

6.2 Contract Price

The price payable in local currency i.e. Indian Rupees

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.3.1

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC.

6.5 Performance Guarantee

The consultant has to provide the Performance Guarantee equivalent to 5% of the contract value.

7. SETTLEMENTS OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation

7.2 Disputes Settlement

Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified

in the SC.

8. RESPONSIBILITY FOR ACCURACY OF PROJECT DOCUMENTS

8.1 General

8.1.1 The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.

8.1.2 The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants

9. LIQUIDATED DAMAGES

If the deliverable reports are not submitted as per the schedule, 1% of the fee for each week of delay beyond the agreed delivery milestone. The aggregate of maximum LD payable to the client shall be subject to a maximum of 10% of the work order fee for deliverable.

10. REPRESENTATIONS, WARRANTIES AND DISCLAIMER

The Consultant represents and warrants to the Client that:

- (i) it is duly organized, validly existing and in good standing under the applicable laws of its Country;
- (ii) it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;
- (iii) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;
- (iv) it has the financial standing and capacity to undertake the Project;
- (v) this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (vi) it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (vii) there are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of

the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.

- (viii) no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- (ix) no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the Client in connection therewith.

11. MISCELLANEOUS

11.1 Assignment and Charges

11.1.1 The Contract shall not be assigned by the Consultant save and except with prior consent in writing of the Client, which the Client shall be entitled to decline without assigning any reason whatsoever.

11.1.2 The Client entitled to assign any rights, interests and obligations under this Contract to third parties.

11.2 Indemnity

The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in Clause 3 hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (Collectively "Indemnified matter")

As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive till all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof.

11.3 Governing Law and Jurisdiction

The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to clause 7.2 hereof and the SC, the Courts at Guwahati, Assam, India shall have jurisdiction over all matters arising out of or relating to the Contract.

11.4 Waiver

(a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:

- i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
 - ii. shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
 - iii. shall not affect the validity or enforceability of the Contract in any manner.
- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.

11.5 Survival

Termination of the Contract (a) shall not relieve the Consultant or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

11.6 Notices

Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC.

The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

11.7 Severability

If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.

11.8 No Partnership

Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind

the other in any manner whatsoever.

11.9 Language

All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified the SC.

11.10 Exclusion of Implied Warranties etc.

The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.

11.11 Agreement to Override Other Agreements

The Contract supersedes all previous agreements or arrangements between the Parties, including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.

11.12 Counterparts

The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract

III. SPECIAL CONDITIONS OF CONTRACT

Number of Amendments of, and Supplements to, Clauses in General GC Clause Conditions of Contract

1.1 (c) The Consultant is

1.2 The language is: **English**

1.3 The client address is:

Client:
Guwahati Metropolitan
Development Authority having its
office at Statefed Building
Bhangagarh, Guwahati - 781005,
Assam
ceogmdaghy@gmail.com

The consultant address is:

Consultants:
Attention: Director Telex: ____
Facsimile: _____

1.4 The Authorized Representatives are:

For the Client:
For the Consultant:

1.5 For domestic consultants/personnel and foreign consultants/personnel who are permanent residents in India The Consultants and the personnel shall pay the taxes, duties, fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. **The Consultant shall be paid by Client only service tax over and above the cost of financial proposal. All other applicable taxes, levies, duties, etc., if any, shall be borne by Consultant.**

1.6 The date on which this Contract will come into effect is:

1.7 The period shall be very short which will be finalized on mutual understanding **for preparation of concept plan and DPR (excluding project management services) with option to extend with mutual written agreement.**

1.8 **Limitation of the Consultants' Liability towards the Client-**

(a) Except in case of negligence or willful misconduct on the part

of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

- (i) for any indirect or consequential loss or damage; and
 - (ii) For any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (A) or (B) is higher.
- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

1.9

The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance** as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.
- (b) Third Party liability insurance** with a minimum coverage, for Rs. 1.00 million for the period of consultancy.
- (c) Professional Liability Insurance** - Consultants will maintain at its expense; Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (A) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher with a minimum coverage of [insert amount and currency].

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in the contract.

- (d) Employer's liability and workers' compensation insurance** in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any

such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

- (e) any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.

1.10 **Consultancy fee will be paid in accordance with the criteria:** As per RFP, Schedule-1-ToR

1.11 **Performance Security**

The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to the Client a legal, valid and enforceable Performance Security in the form of unconditional and irrevocable Bank Guarantee's as security for the performance by the Consultant of its obligations under this Contract, as per RFP Cl.1.27, for an amount equal 5% of the total cost under this Assignment. Further, in the event the term of this Contract is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to 10% of the total cost of Financial Proposal under this Assignment.

The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations).

The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of sixty (60) days from the date of submission of the last deliverable under this Contract. If the Client shall not have received an extended/replacement Performance Security in accordance with this Clause 6.5 at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Consultant of its obligations under this Contract until such time as the Client shall receive such an extended/replacement Performance Security whereupon, subject to the terms of this Contract, the Client shall refund to the Consultant the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Contract, in which case only the balance amount remaining shall be returned to the Consultant; provided that the Client shall not be liable to pay any interest on such balance. The Client shall return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/replacement thereof. Subject to satisfactory completion of all deliverables under this Contract, the Performance Security

shall, subject to any drawdown's by the Client in accordance with the provisions hereof, be released by the Client within a period of one hundred eighty (180) days from the date of submission of the last deliverable under this Contract.

The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

- (a) the Consultant becomes liable to pay liquidated damages;\
- (b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 2.5.1 of the GCC;
- (c) any material breach of the terms hereof; and/or
- (d) without prejudice to paragraph (c) above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract.

ANNEXURE A

Form of Performance Bank guarantee

In consideration of Guwahati Metropolitan Development Authority (Hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ a company incorporated under laws of _____ and having its registered office at _____ (hereinafter referred to as the 'Consultant' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Client's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for (Scope of Work) (hereinafter called the 'Contract') and the Consultant having agreed to submit a Bank Guarantee for the due Performance of the above Contract amounting to _____ (in words and figures).

AND WHEREAS we have agreed to issue on behalf of the consultants such a bank guarantee; NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of, the consultants up to a total of _____ [amount of Guarantee] _____ [in words], such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without you needing to prove or to show grounds or reasons for you demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the consultants before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the RFP or the bid or of the services to be performed there under or of any of the bid documents which may be made between you and the consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification or by the extension of time for performance granted to the consultant or postponement/non exercise/ delayed exercise of any of its rights by GMDA or any indulgence shown by GMDA to the consultant and the

Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by GMDA or any indulgence shown by GMDA provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

The liability of the bank under this guarantee shall not be affected by any change in the constitution of the consultants or of the bank. Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. ___) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is served upon us on or before _____ our liability under this guarantee shall cease.

Signature and seal of the Guarantor _____ in presence of

Name and designation _____ 1. _____

(Name, Signature & Occupation)

Name of the bank _____

Address _____ 2. _____

(Name, Signature & Occupation)

Date _____

ANNEXURE B

Bank Guarantee for Earnest Money

To,

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

WHEREAS (name and address of consultant) (herein after called the Consultant) the TENDER DOCUMENT vide no., has been called for to execute the "....." (hereinafter called "the contract");

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

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

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

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

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

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

Signature & Seal of the Guarantor

Name of Bank;.....

Address:.....

Date:

