

# **REQUEST FOR PROPOSAL**

**FOR**

**Appointment of Project Management Consultant for  
Development OF ISBT Extension (Transport Nagar) Housing  
Project, Dehradun by  
Mussoorie Dehradun Development Authority**

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**RFP**



**MUSSOORIE DEHRADUN DEVELOPMENT AUTHORITY  
(MDDA)**

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DECEMBER 2015

**Saharanpur Road, Transport Nagar, Dehradun - 248001  
Phone: 0135-26603102**

## DISCLAIMER

The information contained in this RFP (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Mussoorie Dehradun Development Authority (“**Authority**”) or any of its employees or advisors, is provided to Bidder(s) 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 Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their proposal (Proposal) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be 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 law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder 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, completeness or reliability 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 for participation in this selection process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder 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 assumptions contained in this RFP.

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposals 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 Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## RFP

### Schedule of Selection Process

<b>Event Description</b>	<b>Date</b>
<b>Release of RFP Ad</b>	<b>15- December -2015</b>
<b>Proposal Due Date</b>	<b>23-December -2015 till 03:00 pm</b>
<b>Opening of RFP Qualification Proposal</b>	<b>23-December 2015 at 4.00 pm</b>
<b>Opening of Technical Proposal</b>	<b>To be intimated to Bidders selected in Panel of Firms</b>
<b>Non-refundable Bid Document Fees</b>	<b>Rs 4000/- (Four Thousand) in form of demand draft in favour of Secretary MDDA payable at Dehradun</b>
<b>Bid security</b>	<b>Rs 1,35,000/- (One Lakh Thirty Five Thousand) in form of demand draft in favour of Secretary MDDA payable at Dehradun</b>

**NOTICE INVITING PROPOSAL**

**FOR**

**Appointment of Project Management Consultant for development of ISBT Extension  
Transport Nagar housing project Dehradun**

Mussoorie Dehradun Development Authority has executed a agreement with construction agency  
And decided to Appointment of Project Management Consultant for development of ISBT  
Extension Transport Nagar housing project Dehradun

The last date for submission of bid documents is **23-December -2015 till 03:00 pm**

**For further details, please contact Office of :-**

**Vice Chairman**

**MDDA**

**Saharanpur Road, Transport Nagar, Dehradun - 248001 Phone: 0135-26603102**

## 1. INTRODUCTION

### 1.1 Background

1.1.1 Mussoorie Dehradun Development Authority (the “**Authority**”) is developing Extension of ISBT housing scheme at Transport Nagar Phase 1 and Phase 2 in Dehradun. The Project includes construction of Multi-Storied EWS, LIG (G+3) & MIG (Stilt+6) houses and other infrastructure facilities like roads, drainage and sewerage, water supply, electrification etc. Area of site for EWS & LIG is around 11431.55 SqM and for MIG is around 8364 SqM. The layout of EWS & LIG shall consists of 368 units and layout of MIG shall have 132 units as per details given below:

1. EWS (G+3)	224 Units
2. LIG (G+3)	144 Units
3. MIG (Stilt +6)	132 Units
Total	500 Units

The tentative Project cost is around Rupees 67.17 Crore. Being situated in the South West outskirts within the Nagar Nigam Dehradun limits, at distance of about 8 kms from Ghanta Ghar. The Project is being developed as composite housing scheme consisting of 500 units under affordable housing scheme consisting of mix of EWS/LIG and MIG Units. The site of MIG is located at Transport Nagar phase-1 at Saharanpur Road and site of EWS/LIG is located at Transport Nagar Phase-2 and these both the sites are well connected with the city transport. The distance from railway station is about 6.5 KM and from ISBT is about 1.3 KM. The surrounding area of the site is being developed as commercial counter near to the Dehradun City with lot of Government/Institutional and Residential Areas coming up in the near vicinity. The MDDA is also located within 200M of sites

1.1.2 In this regard the Authority has executed a agreement with the construction agency

1.1.3 An Project Management Consultant is to be appointed In pursuance of the above, the Authority has decided to carry out the process for selection of an Project Management Consultant who shall work in accordance with the Terms of Reference specified at Schedule-1 (the “**TOR**”)

### 1.2 RFP

1.2.1 The Authority invites RFP (the “**Proposals**”) in response to this RFP for constituting a panel of qualified firms and thereafter selection of a firm (the “**Project Management Consultant**”) who shall be responsible for independent monitoring of the progress of the Project during the term of the Agreement in conformity with the TOR (collectively the “**Consultancy**”).

1.2.2 The Authority intends to select the Project Management Consultant through an open competitive bidding in accordance with the procedure set out herein.

### 1.3 Due diligence by Bidders

1.3.1 Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by visit to the Authority and the Project site.

### 1.4 Procurement of RFP document

1.5 RFP document can be downloaded from the official website of the Authority (<http://www.mddaonline.in>-)

## **1.6 Validity of the Proposal**

1.6.1 The Proposal shall be valid for a period of not less than 90 (ninety) days from the Proposal Due Date (the "**PDD**").

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

1.7.1 The Authority has adopted a single stage selection process (collectively the "**Selection Process**") in evaluating the Proposals comprising RFP, technical and financial bids to be submitted in separate sealed envelopes. In the first step, the Bidders shall be evaluated for their compliance with the RFP qualification requirements as specified in Clause 3.1. Based on the evaluation of RFP, a list of qualified Bidders shall be prepared as specified in Clause 3.2 and a panel of firms shall be constituted. In the second step, a technical evaluation will be carried out as specified in Clause 3.3. Based on this technical evaluation, a list of shortlisted Bidders shall be prepared as specified in Clause 3.4. In the third step, the evaluation of financial proposals will be carried out as specified in Clause 3.5. The Bidder submitting lowest quote in the Financial Proposal shall be recommended for negotiation (the "**Selected Bidder**") while the Bidder with second lowest quote in the Financial Proposal shall be kept in reserve as specified in Clause 3.6.

## **1.8 Currency conversion rate and payment**

1.8.1 For the purposes of technical evaluation of Bidders, INR 60 per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

1.8.2 All payments to the Project Management Consultant shall be made in INR in accordance with the provisions of this RFP. The Project Management Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Project Management Consultant.

## **1.9 Schedule of Selection Process**

The Authority shall endeavour to adhere to the following schedule:

<b>Event Description</b>	<b>Date</b>
Release of RFP Ad	15 DECEMBER 2015
Proposal Due Date	23 DECEMBER 2015 TILL 03:00 PM
Opening of RFP Qualification Proposal	23 DECEMBER 2015 TILL 04:00 PM
Opening of Technical Proposal	To be intimated to Bidders selected in Panel of Firms
Opening of Financial Proposals	To be intimated to technically shortlisted Bidders
Letter of Award (LOA)	Within 30 days from opening of financial proposal
Validity of Proposals	90 days from Proposal Due Date
Signing of Agreement	Within 15 days from the date of issue of LOA

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

Prospective Bidders may visit the site and review the available data at any time prior to PDD.

**1.11 Additional Information**

The Bidders may seek additional information from the office specified below.

**Vice Chairman**

**MDDA**

**Saharanpur Road, Transport Nagar, Dehradun - 248001 Phone: 0135-26603102**

**1.12 Communications**

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

**Vice Chairman**

**MDDA**

**Saharanpur Road, Transport Nagar, Dehradun - 248001 Phone: 0135-26603102**

1.12.2 The Official Website of the Authority is: [http:// www.mddaonline.in](http://www.mddaonline.in)

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

**"RFP for "Appointment of Project Management Consultant for Development Of ISBT Extension (Transport Nagar) Housing Project, Dehradun**

## 2. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP.

2.1.2 Bidders are advised that the selection of Project Management Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders 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.

2.1.3 The Bidder shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The RFP and Technical Proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Bidder shall be required to enter into an agreement with the Authority.

#### 2.1.4 Key Personnel

The Consultancy Team (the “**Consultancy Team**”) shall consist of the following key personnel (the "**Key Personnel**") who shall discharge their respective responsibilities as specified below:

Key Personnel	Responsibility
Team Leader	He will lead, co-ordinate and supervise the multidisciplinary team for undertaking the services as specified in the ToR. He will also review the Project development plan prepared by the Contractor and check its adherence to the requirements of the Agreement. In addition he will be responsible for periodic review of the construction as per the provisions of the Agreement. He will be assisted by the below mentioned team members.
Quantity Surveyor/Billing Engineer	He will be responsible for checking of measurements, certification of Contractors running account bills and forward the same to client for approval and payment, preparation of reconciliation statement and assist client on billing and cost related issue.
Quality cum Material Expert (QC/Material Engineer)	He will be responsible for review of quality assurance and control procedures including the framework for carrying out tests on Project Facilities. He will also assist the Team Leader in the periodic review of the quality of construction.
MEP 1	He will be responsible for Coordination with Contractors, site supervision, follow up for work and payment clearance, estimation, costing and bill certification for various erection and maintenance of all electrical/mechanical/plumbing related job
MEP 2	He will be responsible for Coordination with Contractors, site supervision, follow up for work and payment clearance, estimation, costing and bill certification for various erection and maintenance of all electrical/mechanical/plumbing related job
Project Engineer	He will be responsible for assisting the team for smooth and fast execution of the project, keeping track of day to day progress of work.



## 2.2 Condition of Eligibility of Bidders

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

2.2.2 To be eligible for evaluation of its Proposal, the Bidder shall fulfill the following:

- a) The Bidder shall be a proprietor firm/partnership firm or company incorporated in India under the (Indian) Companies Act 1956 or a company incorporated under equivalent law abroad. The Bidder shall be required to submit a true copy of its Incorporation Certificate along with its Proposal.
- b) **Technical Capacity:** The Bidder shall have, over the past 7 (five) years preceding the PDD, undertaken a minimum of 2 (Two) Eligible Assignments as specified in Clause 3.3.4.
- c) **Joint Venture/Consortium:** Not Allowed
- d) **Financial Capacity:** The Bidder should have average turnover of 75 lakh during last the 4 (four) financial years preceding the Proposal Due Date.

2.2.3 The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past Four financial years and the fee received in respect of each of the Assignments specified in the Proposal. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.

2.2.4 The Bidder should submit a Power of Attorney as per the format at Form-4 of Appendix-I.

2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.2.6 A Bidder or its Associate 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 Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

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

## 2.3 Conflict of Interest

2.3.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.\

2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any

consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3 A Bidder eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority.

## **2.4 Number of Proposals**

No Bidder or its Associate shall submit more than one Proposal for the Consultancy. A Bidder applying individually or as an Associate shall not be entitled to submit another proposal either individually or as a member of any consortium, as the case may be.

## **2.5 Cost of Proposal**

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

## **2.6 Site visit and verification of information**

Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

## **2.7 Acknowledgement by Bidder**

2.7.1 It shall be deemed that by submitting the Proposal, the Bidder has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Proposal and performance of all of its obligations thereunder;
- 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.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder 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.

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

2.8.1 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.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or discovered, or
- b) the Bidder 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 Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder, 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**

### **2.9 Contents of the RFP**

2.9.1 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 2.11:

#### **RFP**

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. *Pre proposal confrence*
5. Miscellaneous

#### **Schedules**

1. Terms of Reference

##### Appendices

##### Appendix-I: Technical Proposal

Form 1: Letter of Proposal

Form 2: Particulars of the Bidder

Form 3: Statement of Legal Capacity

Form 4: Power of Attorney

Form 5: Financial Capacity of Bidder

- Form 6: Particulars of Key Personnel
- Form 7: Proposed Methodology and Work Plan
- Form 8: Abstract of Assignments of Bidder
- Form 9: Abstract of Assignments of Key Personnel
- Form 10: Assignments of Bidder
- Form 11: Assignments of Key Personnel
- Form 12: CV of Key Personnel
- Form 13: Deployment of Personnel
- Form 14: Proposal for Sub-Consultant(s)

Appendix-II: Financial Proposal

- Form 1: Covering Letter
- Form 2: Financial Proposal
- Form 3: Estimate of Personnel Costs

**2.10 Clarifications**

Bidders requiring additional information or clarifications on the RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8.

The envelopes shall clearly bear the following identification:

"Queries/Request for Additional Information concerning RFP for Appointment of Project Management Consultant for Development -----"

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The Authority will post the reply to such queries on the Official Website without identifying the source of queries.

- 2.10.1 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

**2.11 Amendment of RFP**

- 2.11.1 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 Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.
- 2.11.2 All such amendments will be notified on the Official Website along with the revised RFP containing the amendments and will be binding on all Bidders.
- 2.11.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

## C PREPARATION AND SUBMISSION OF PROPOSAL

### 2.12 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.

### 2.13 Format and signing of Proposal

2.13.1 The Bidder 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.

2.13.2 The Bidder shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 2 (two) copies of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.

2.13.3 The Proposal and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall initial each page, in blue ink.. 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 a duly authorised person holding the Power of Attorney
- b) A copy of the Power of Attorney certified under the hands of a director of the Bidder and notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.13.4 Bidders should note the Proposal Due Date, as specified in Clause 1.9, 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 2.18.1. Bidders 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 2.24.

### 2.14 Qualification

2.14.1 Bidders shall submit their submissions in response to the Conditions of Eligibility detailed out at Clause 2.2 of this RFP document. The submissions shall be as per the formats at Appendix-I (the "**Qualification Document**").

2.14.2 While submitting the RFP Qualification Document, the Bidder shall, in particular, ensure that:

- a) The Bid Security is provided;
- b) and in case of downloaded from the website of the authority the non refundable bid document fee of Rs 4000 /- shall be submitted along with the proposal is provided

- c) All forms relating to Qualification Document are submitted in the prescribed formats and signed by the prescribed signatories;
  - d) Power of Attorney, if applicable, is executed as per Applicable Laws;
  - e) A true copy of the proprietorship deed /partnership agreement /Incorporation Certificate is enclosed;
  - f) Technical Capacity is depicted as per Form 8 and Form 10 of the Appendix-I of the RFP document;
  - g) Financial Capacity is depicted as per Form 5 of the Appendix-I of the RFP document; and
  - h) The Proposal is responsive in terms of Clause 2.22.3.
- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 The RFP Qualification Document shall not include any financial information relating to the Financial Proposal.
- 2.14.5 The Authority reserves the right to verify all statements, information and documents, submitted by the Bidder 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 Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.14.6 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 Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Project Management Consultant either by issue of the LOI or entering into of the Agreement, and if the Selected Bidder has already been issued the LOI 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 Bidder or Project Management Consultant, as the case may be.
- 2.14.7 In such an event, the Authority shall forfeit the Bid Security and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

## 2.15 Technical Proposal

- 2.15.1 Bidders shall submit the technical proposal in the formats at Appendix-I (the "**Technical Proposal**").
- 2.15.2 To be eligible for evaluation of its Technical Proposal, the Bidder shall fulfil the following:
- A. **Availability of Key Personnel:** The Bidder shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (B) below.
  - B. **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

<b>Key Personnel</b>	<b>Educational Qualification</b>	<b>Professional Experience</b>	<b>Experience on Eligible Assignments</b>
Team Leader	Graduate in Civil Engineering	15 years	He should have led the Independent Engineer / Construction Supervision teams for two Eligible Assignments.
Quantity Surveyor/Billing Engineer	Graduate/Diploma in Civil Engineering OR Graduate in Mechanical Engineering OR Graduate in Electrical Engineering	8 years	He should have worked as Quantity Surveyor/Billing Engineer for at least two assignments of similar nature.
Quality cum Material Expert (QC/Material Engineer)	Graduate/Diploma in Civil Engineering	8 years	He should have worked as QC/Material Engineer for at least two assignments of similar nature
MEP 1	Graduate/Diploma in Mechanical Engineering OR Graduate/diploma in Electrical Engineering	7 years	He should have worked as MEP/Services Expert for at least two assignments of similar nature
MEP 2	Graduate/Diploma in Mechanical Engineering OR Graduate/diploma in Electrical Engineering	5 years	He should have worked as MEP/Services Expert for at least one assignments of similar nature
Project Engineer	Graduate/Diploma in Civil Engineering	5 years	He should have worked as Project Engineer for at least one assignment of Project Management Consultancy/Project Supervision/IC/IE of Infrastructure Project

- 2.15.3 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:
- a) All forms are submitted in the prescribed formats and signed by the authorised signatories;
  - b) CVs of all Key Personnel have been included;
  - c) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.15.2 of the RFP document;

- d) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
  - e) the CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
  - f) Professional Personnel proposed have good working knowledge of English language;
  - g) Key Personnel would be available for the period indicated in the TOR; and
  - h) no Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal.
- 2.15.4 Failure to comply with the requirements spelt out in this Clause 2.15 shall make the Proposal liable to be rejected.
- 2.15.5 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority. The award of this Consultancy to the Bidder may also be liable to cancellation in such an event.
- 2.15.6 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.15.7 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 Project Management Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 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. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.
- 2.15.8 A Bidder may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such sub-consultants should be submitted in Form-13 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 2.15.9 The Authority reserves the right to verify all statements, information and documents, submitted by the Bidder 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 Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.15.10 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 Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Project Management Consultant either by issue of the LOI or entering into of the Agreement, and if the Selected Bidder has already been issued the LOI 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 Bidder or Consultant, as the case may be.



In such an event, the Authority shall forfeit the Bid Security and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

## **2.16 Financial Proposal**

2.16.1 Bidders shall submit the financial proposal in the formats at Appendix-II (the "**Financial Proposal**") clearly indicating the total cost of the Consultancy (Item F of Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Bidder's Authorised Representative. 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.

2.16.2 While submitting the Financial Proposal, the Bidder 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, various tests, equipment, printing of documents, surveys, etc. 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 and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- iii. Costs (including break down of costs) shall be expressed in INR.

## **2.17 Submission of Proposal**

2.17.1 The Bidders shall submit the Proposal in hard/spiral bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Bidder as per the terms of the RFP document. The Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP document and the original RFP uploaded by the Authority on its official website, the latter shall prevail.

2.17.2 The Proposal will be sealed in an outer envelope, which will bear the address of the Authority, RFP Notice number, Consultancy name as indicated and the name and address of the Bidder. It shall bear on top, the following:

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

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

2.17.3 The aforesaid outer envelope will contain three separate sealed envelopes, one clearly marked '**Qualification Document**', second clearly marked '**Technical Proposal**' and the third clearly marked '**Financial Proposal**'. The envelope marked "RFP Qualification Document" shall contain:

- i. Submissions as per Clause 2.14.2; and
- ii. Bid security as specified in Clause 2.21.1

The envelope marked "Technical Proposal" shall contain:

- i. Proposal in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 14 of Appendix-I and supporting documents.

The envelope marked "Financial Proposal" shall contain the financial proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II).

- 2.17.4 The Qualification Document, Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Bidder. All pages of the original Qualification Document, Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.
- 2.17.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.17.6 The Proposal shall be made in the Forms specified in this RFP document. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.
- 2.17.7 The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the Final Report by the Authority and discharge of all obligations of the Project Management Consultant under the Agreement.

## **2.18 Proposal Due Date**

- 2.18.1 Proposal should be submitted at or before 1500 hrs on the Proposal Due Date specified at Clause 1.9 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP document. A receipt thereof should be obtained
- 2.18.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Bidders.

## **2.19 Late Proposals**

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

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

- 2.20.1 The Bidder 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 Bidder on or after the Proposal Due Date.
- 2.20.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.17, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.20.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **2.21 Bid Security**

- 2.21.1 The Bidder shall furnish as part of its Proposal, a bid security of Rs. 135000/- (Rupees one lakh thirty-five thousand only) in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the secretary, Mussoorie Dehradun Development Authority payable at Dehradun (the "**Bid Security**"), returnable not later than 45 (fourty five) days from PDD except in case of the two highest ranked Bidders as required in Clause 2.25.1. In the event that the first ranked Bidder commences the assignment as required in Clause 2.30, the second ranked Bidder, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Bidder's Bid Security shall be returned, upon the Bidder submitting the Performance Security at the time signing the Agreement in accordance with the provisions thereof.
- 2.21.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.21.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.21.4 The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- a) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP document and as extended by the Bidder from time to time;
  - b) In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;
  - c) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
  - d) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.3.

## **D. EVALUATION PROCESS**

### **2.22 Evaluation of Proposals**

- 2.22.1 The Authority shall open the Proposals at 1600 hours on the Proposal Due Date, at the place specified in Clause 1.9 and in the presence of the Bidders who choose to attend. The envelopes marked "RFP Qualification Document" shall be opened first. The envelopes marked "Technical Proposal" and "Financial Proposal" shall be kept sealed for opening at a later date.
- 2.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.20 shall not be opened.
- 2.22.3 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 RFP Qualification Document is received in the form specified at Appendix-I and the requirements stipulated at Clause 2.14.2;
- b) it is accompanied by a demand draft of 4000/- (Rupees four thousand only) in favour of "secretary, Mussoorie Dehradun Development Authority" payable at Dehradun towards the Bid Document Fees; (non refundable)
- c) it is accompanied by a demand draft of 135000/- (Rupees one lakh thirty five thousand) in favour of "secretary, Mussoorie Dehradun Development Authority" payable at Dehradun towards the bid security;
- d) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.18;
- e) it is signed, sealed, bound together in hard/spiral cover and marked as stipulated in Clauses 2.13 and 2.17;
- f) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- g) it contains all the information (complete in all respects) as requested in the RFP
- h) it does not contain any condition; and
- i) it is not non-responsive in terms hereof.

2.22.4 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.

2.22.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.7 and the criteria set out in Section 3 of this RFP.

2.22.6 After the evaluation of RFP Qualification Document, the Authority shall constitute a panel of firms in terms of Clause 3.2 for opening of their Technical Proposals. Subsequently Technical Proposals of panel of firms shall be evaluated and the Authority shall prepare a list of short-listed Bidders in terms of Clause 3.4. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of panel of firms and shortlisted Bidders along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any step of the Selection Process. The financial evaluation and final evaluation of the Proposals shall be carried out in terms of Clauses 3.5 and 3.6.

2.22.7 Bidders are advised that Selection will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

2.22.8 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 Bidder if the Consultancy is subsequently awarded to it.

## **2.23 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders 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 will treat all information, submitted as part of the Proposal, in confidence and will 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.

## **2.24 Clarifications**

- 2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder 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.
- 2.24.2 If a Bidder does not provide clarifications sought under Clause 2.24.1 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 Bidder shall be barred from subsequently questioning such interpretation of the Authority.

## **E. APPOINTMENT OF PROJECT MANAGEMENT CONSULTANT**

### **2.25 Negotiations**

- 2.25.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations including for re-confirming the obligations of the Project Management Consultant under this RFP document. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% (seventy per cent) marks as required under Clause 3.3.2 shall be replaced by the Bidder with a better candidate to the satisfaction of the Authority. In case the Selected Bidder fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Bidder as the Selected Bidder and invite it for negotiations.
- 2.25.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Authority.
- 2.25.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Bidder to the satisfaction of the Authority.

### **2.26 Substitution of Key Personnel**

- 2.26.1 The Authority will not normally consider any request of the Selected Bidder for substitution of Key Personnel as the ranking of the Bidder 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.
- 2.26.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall

ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

**2.27 Indemnity**

The appointed Project Management Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

**2.28 Award of Consultancy**

After selection, a Letter of Intent (the "LOI") shall be issued, , by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the acceptance letter for LOI in acknowledgement thereof. In the event the acceptance letter of the LOI duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Applicant as genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOI, and the next highest ranking Bidder may be considered.

**2.29 Execution of Agreement**

After acknowledgement of the LOI as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed in Clause 1.8.

**2.30 Commencement of assignment**

The appointed Project Management Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed. If the Project Management Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Bidder for negotiations. In such an event, the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.21.4.

**2.31 Proprietary data**

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders and the appointed Project Management 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, analysed, processed or in whatever manner provided by the Project Management Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

### 3. CRITERIA FOR EVALUATION

#### 3.1 Evaluation of Qualification Document

3.1.1 In the first step, the Qualification Document will be evaluated on the ability of the Bidder to meet the Conditions of Eligibility as stipulated at Clause 2.2 of the RFP document.

#### 3.2 Qualification of Bidders

3.2.1 The evaluation of the RFP Qualification Document shall be undertaken as per the process detailed out at Clauses 2.2 and 2.22.3.

3.2.2 The Proposals from the firms in the panel of firms which are responsive shall be pre-qualified for the evaluation of their Technical Proposals.

#### 3.3 Evaluation of Technical Proposals

3.3.1 In the second step, the Technical Proposal will be evaluated on the basis of Bidder's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Bidders whose Technical Proposals get a score of 70 marks or more out of 100 and meeting the conditions of eligibility for the Technical Proposal as per Clause 2.15.2 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score.

3.3.2 Each Key Personnel must score a minimum of 70% marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 70% marks or any two of the remaining Key Personnel score less than 70% marks. In case the Selected Bidder has one Key Personnel, other than the Team Leader, who scores less than 70% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 70% or above.

3.3.3 The scoring criteria to be used for evaluation of Technical Proposal shall be as follows.

Item Code	Parameter	Maximum Marks	Criteria
1.	Relevant Experience of the Applicant	20	Score per eligible assignment: 5 marks (maximum score: 10 marks)  <b>Financial Capacity:</b> (maximum score: 10 marks)  The Bidder should have average turnover of 75 lakh during last the 4 (four) financial years preceding the Proposal Due Date.
2.	Proposed Methodology and Work Plan	20	Evaluation will be based on the quality of submissions and presentation by the bidder
3.	Relevant Experience of the Key Personnel	60	30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the

Item Code	Parameter	Maximum Marks	Criteria
			respective Key Personnel has worked on. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; and (ii) other similar work in infrastructure sectors.
3(a)	Team Leader	20	
3(b)	Quantity Surveyor/Billing Engineer	10	
3(c)	Quality cum Material Expert (QC/Material Engineer)	10	
3(d)	MEP 1	10	
3(e)	MEP 2	5	
3(f)	Project Engineer	5	
	<b>Grand Total</b>	<b>100</b>	

While awarding marks for the number of Eligible Projects, the Bidder or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Bidders or respective Key Personnel, as the case may be, shall be entitled to a score.

### 3.3.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments in respect of Project Management Consultancy, for the following projects shall be deemed as eligible assignments (the "Eligible Assignments"):

- a) Project Management Consultancy/ Independent Engineer/ Construction Supervision Consultancy of infrastructure projects in the following sectors:
- Housing / Township
  - Affordable housing projects
  - Central / State Government housing complex
  - Social Infrastructure viz Hospital / School complex

### 3.4 Short-listing of Bidders

Those Bidders, who will score minimum qualifying marks (70 points), shall be eligible for opening financial proposal in the second stage.

### 3.5 Evaluation of Financial Proposal

3.5.1 In the final stage of the Selection Process, the evaluation of Financial Proposals of the Short-listed Bidders shall be carried out as per this Clause 3.5.

3.5.2 For financial evaluation, the total cost indicated in the Financial Proposal, excluding Additional Costs, will be considered. Additional Costs shall include items specified as such in Form-2 of Appendix-II.



3.5.3 The Authority will determine whether the Financial Proposals are complete, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the appointed Project Management Consultant.

### **3.6 Final Evaluation**

3.6.1 The Bidder submitting lowest quote in the Financial Proposal would be recommended for selection, however the Authority would have the right to negotiate with the Selected Bidder. The Bidder with second lowest quote in the Financial Proposal shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in Clauses 2.25, 2.29 and 2.30, as the case may be.

## **4. PRE-PROPOSAL CONFERENCE**

4.1 No Pre-Proposal Conference of the Bidders is envisaged. Bidders are however requested to send their queries as per the schedule at Clause 1.8.

4.2 The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating Selection Process.

## 5. MISCELLANEOUS

- 5.1 The Courts at Dehradun shall have exclusive jurisdiction over all disputes
- 5.2 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 Bidder 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 Bidder; 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 Bidder.
- 5.3 It shall be deemed that by submitting the Proposal, the Bidder 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.
- 5.4 All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 5.5 The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

**Terms of Reference**  
**(Scope of Work for the project management consultant)**

1. Scope of Work for the project management consultant

These Terms of Reference for project management consultant (the "TOR") are being specified in anticipation of the Agreement (the "Agreement"), to be entered into between MDDA and the project management consultant (selected by MDDA for the ISBT Extension Housing Scheme at Transport Nagar, Dehradun. The total duration assignment will be 18 months.

A. This TOR shall apply to the construction period of the Project Role and functions of the project management consultant:-

The role and functions of the project management consultant shall include the following:

1. Review of the Drawings and Documents;
2. Review, inspection and monitoring of Construction Works;
3. Conducting Tests during construction and issuing Specification Compliance Certificate;
4. Determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;
5. Support and help the MDDA with the day-to-day management of all project activities;
6. Co-ordinate planning, control and management of the work as a multi disciplinary team;
7. Identify the need for standardization of system equipment's and materials.
8. Check and review the Design Build Contractor's proposals, reports and drawings.
9. Inspection of material on site
10. Entire construction work shall be supervised and project completed within the indicated time frame.

11. Construction supervision, quality assurance and commissioning of all the construction works.
12. To review the contractor's implementation schedules and resource requirements
13. Monitor progress, evaluate results and identify & resolve constraints;
14. Monitoring implementation of quality assurance program for all works and ensure the quality outputs.
15. Supervise day-to-day construction management
16. Establish a contract tracking systems including implementation schedules and milestones achievable
17. Check all Quantity measurements, physical verification & calculations etc. recorded for payment purpose
18. and submit physical progress of work component wise (i.e eartwork, Rcc, Brick work etc on monthly basis with cost.
19. Recommending variations in work or time extension in preparation of variation order (if required).
20. Verification of running bills of the contractor
21. To ensure that the desired quality of construction as well as the structural safety standards are achieved.
22. Completion of works within specified deadlines.
23. Ensuring that the Contractor fulfil all the contractual and financial requirements of the contracting Authority.
24. In addition to the objectives of quality, cost and time consultant

should ensure for healthy environment of worksite as well as safety of works, property, personals and general public.

25. The work shall be executed through contractor in general as per technical specifications or /and as per B.I.S standard applicable for specific items of work.
26. The project management consultant (shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
27. Responsible for Coordination with Contractors, site supervision, follow up for work and payment clearance, estimation, costing and bill certification for various erection and maintenance of all electrical/mechanical/plumbing related job
28. Determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
29. Undertaking all other duties and functions in accordance with the Agreement.

### **Development Period**

1. During the Development Period, the project management consultant shall undertake a detailed review of the Drawings to be furnished by the Implementing agency along with supporting data, including the investigations, characteristics of materials from borrow areas and sites and topographical surveys. The project management consultant shall complete such review and send its comments/observations to MDDA and the Implementing agency within 15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
2. The project management consultant shall review any modified Drawings or supporting Documents sent to it by the Implementing agency and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.
3. The project management consultant shall review the detailed design,

construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Implementing agency and furnish it: comments within 15 (fifteen) days of receipt thereof.

4. Upon reference by the MDDA, the project management consultant shall review and comment on the EPC Contract or any other contract for construction, operation and maintenance of the Project, and furnish its comments within 7 (seven) days from receipt of such reference from MDDA.
5. The project management consultant shall review the progress report furnished by the Implementing agency and send its comments thereon to MDDA and the Implementing agency within 7 (seven) days of receipt of such report.
6. The project management consultant shall inspect the Construction Works and the Project on daily basis, and make out a report of such inspection (the "Inspection Report") setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Standards and Specifications. In a separate section of the Inspection Report, the project management consultant shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project Facilities. project management consultant shall send a copy of its Inspection Report to MDDA and the Implementing agency within 7 (seven) days of the inspection.
7. The project management consultant may inspect the Project if any lapses, defects or deficiencies require such inspections or as directed by the MDDA.
8. For determining that the Construction Works conform to Standards and Specifications, the project management consultant carry out, or cause to be carried out, tests on a sample basis in accordance with Good Industry Practice for quality assurance.
9. In the event that the Implementing agency carries out any remedial works for removal or rectification of any defects or deficiencies, the project

management consultant shall carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Standards and Specifications, and the provisions requisite shall apply to such tests.

10. If at any time during the Construction Period, the project management consultant determines that the Implementing agency has not made adequate arrangements for the safety of workers in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers, it shall make a recommendation to the MDDA forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.
11. In the event that the Implementing agency carries out any remedial measures to secure the safety of suspended works for workers and Users, it may, by notice in writing, require the project management consultant to inspect such works, and within 3 (three) days of receiving such notice, the project management consultant shall inspect the suspended works and make a report to the MDDA forthwith, recommending whether or not such suspension may be revoked by MDDA.
12. If suspension of Construction Works is for reasons not attributable to the Implementing agency, the project management consultant shall determine the extension of dates set forth in the Project Completion Schedule, to which the Implementing agency is reasonably entitled, and shall notify MDDA and the Implementing agency of the same.
13. The project management consultant shall carry out, or cause to be carried out, necessary tests to determine that the Construction Works conform to Standards and Specifications and issue a Specification Compliance Certificate (“Specification Compliance Certificate”).
14. Project management consultant shall aid and advise the Implementing agency in preparing the Maintenance Manual.

## **Termination**

The project management consultant shall inspect the Project Facility once in every 15(fifteen) days during a period of 90 (ninety) days after Termination. The project management consultant shall make a report in reasonable detail and send it forthwith to MDDA and the Implementing agency.

## **Determination of costs and time**

The project management consultant shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.

## **Other duties and functions**

The project management consultant shall perform all other duties and functions specified in the Agreement and all other duties and functions required for successfully implementation of the project as per good industrial practices

## **Miscellaneous**

The project management consultant shall notify its program of inspection to the MDDA and to the Implementing agency, who may, in their discretion, depute their respective representatives to be present during the inspection.

A copy of all communications, comments, instructions, Drawings or Documents sent by the project management consultant to the Implementing agency pursuant to this TOR, and a copy of all the test results with comments of the project management consultant thereon shall be furnished by the Independent Engineer to MDDA forthwith.

The project management consultant shall obtain, and the Implementing agency shall furnish in two copies thereof, all communications and reports required to be submitted, under this Agreement, by the Implementing agency to the project management consultant, whereupon the project management consultant shall send one of the copies to MDDA along with its comments thereon.

The project management consultant shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep



them in its safe custody.

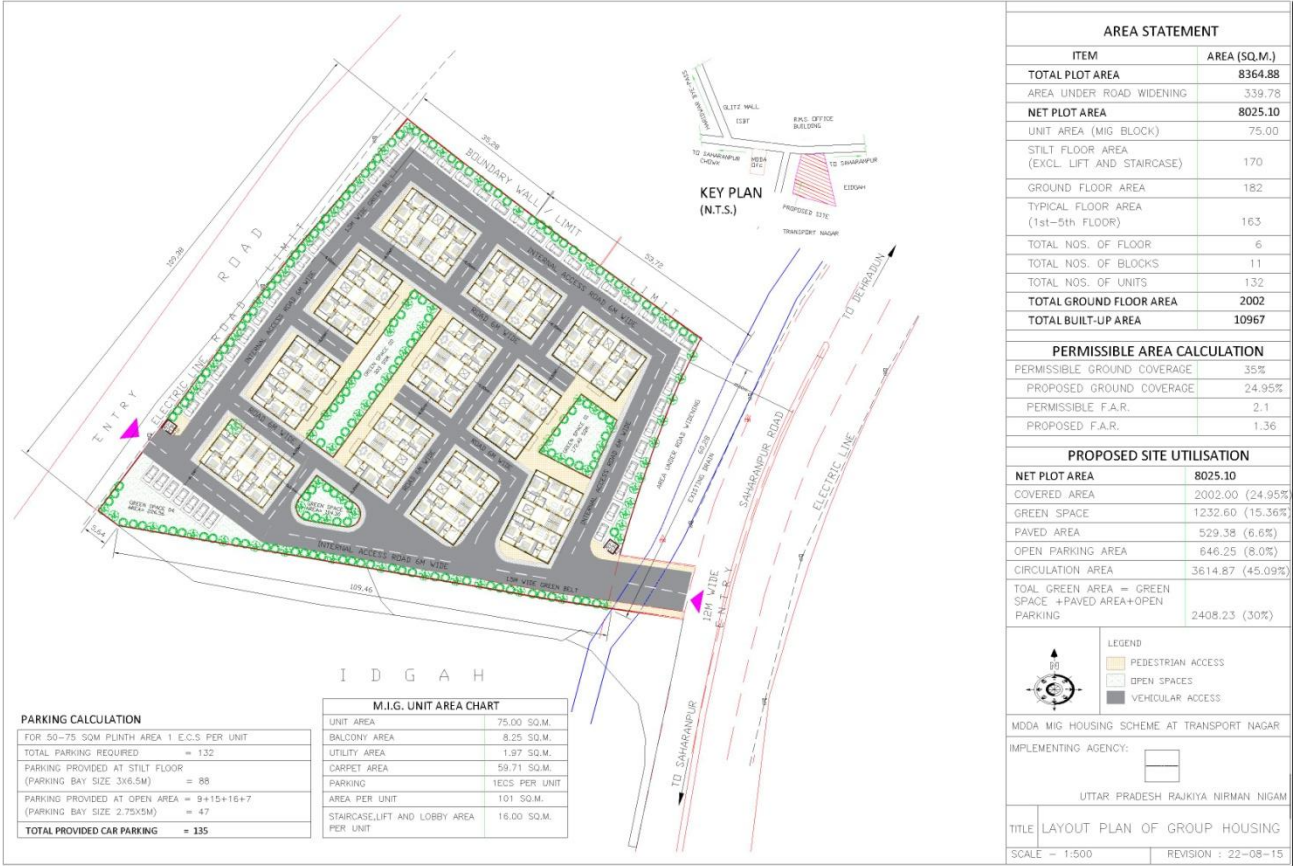
Upon completion of its assignment hereunder, the project management consultant shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to MDDA or such other person as MDDA may specify, and obtain written receipt thereof. Two copies of the said document shall also be furnished in micro film form or in such other medium as may be acceptable to MDDA.

**Team Members/Profile/Required qualifications and experience:**

<b>Key Personnel</b>	<b>Educational Qualification</b>	<b>Professional Experience</b>	<b>Experience on Eligible Assignments</b>
Team Leader	Graduate in Civil Engineering	15 years	He should have led the Independent Engineer / Construction Supervision teams for two Eligible Assignments.
Quantity Surveyor/Billing Engineer	Graduate/Diplo ma in Civil Engineering OR Graduate in Mechanical Engineering OR Graduate in Electrical Engineering	8 years	He should have worked as Quantity Surveyor/Billing Engineer for at least two assignments of similar nature.
Quality cum Material Expert (QC/Material Engineer)	Graduate/Diplo ma in Civil Engineering	8 years	He should have worked as QC/Material Engineer for at least two assignments of similar nature
MEP 1	Graduate/Diplo ma in Mechanical Engineering OR Graduate/diplo ma in Electrical Engineering	7 years	He should have worked as MEP/Services Expert for at least two assignments of similar nature
MEP 2	Graduate/Diplo ma in Mechanical Engineering	5 years	He should have worked as MEP/Services Expert for at least one assignments of similar nature

Key Personnel	Educational Qualification	Professional Experience	Experience on Eligible Assignments
	OR Graduate/diploma in Electrical Engineering		
Project Engineer	Graduate/Diploma in Civil Engineering	5 years	He should have worked as Project Engineer for at least one assignment of Project Management Consultancy/Project Supervision/IC/IE of Infrastructure Project

# SITE PLAN FOR MIG



TITLE LAYOUT PLAN OF GROUP HOUSING  
 SCALE - 1:500 REVISION : 22-08-15

# SITE PLAN FOR EWS, LIG



**APPENDIX – I**

**Form-1**

*(See Clause 2.1.3)*

**TECHNICAL PROPOSAL**

**Letter of Proposal**

(On Bidder's letter head)

(Date and Reference)

To,

-----

**Sub:** -----

**Dear Sir,**

With reference to your RFP Document dated -----, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Project Management Consultant for -----

. The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and 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 proposal 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 three years, we or any of our Associates 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 Bidder, 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 2.3 of the RFP Document;
  - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 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 in conformity with the provisions of Section 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 Bidders in accordance with Clause 2.8 of the RFP document.
8. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as Project Management Consultant.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates 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.
10. 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 or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
12. 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 Government of India] in connection with the selection of Project Management Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. The Bid Security of Rs. \*\*\*\*\* (Rupees \*\*\*\*\* ) in the form of a Demand Draft is attached, in accordance with the RFP document.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
17. In the event of my/our firm/ being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Financial Proposal is being submitted in a separate cover. This RFP Qualification Document read with the Technical Proposal and the Financial Proposal shall constitute the Proposal which shall be binding on us.

20. 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 Bidder)

## Appendix- I

### Form-2

#### Particulars of the Bidder

1.1	Title of Consultancy: Project Management -----
1.2	Title of Project:
1.3	State applying as
1.4	State the following: Name of Company or Firm: Legal status: Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Bidder: Name: Designation: Company: Address: Phone No.: Fax No. : E-mail address:
1.5	If the Bidder is Lead Member of a consortium, state the following for each of the other Member Firms: i. Name of Firm: ii. Legal Status and country of incorporation iii. Registered address and principal place of business.
1.6	For the Bidder, (in case of a consortium, for each Member), state the following information: iv. In case of non Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address(es) in India. v. Has the Bidder or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No vi. Has the Bidder/Member ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No vii. Has the Bidder or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No viii. Has the Bidder or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?



	Yes/No
	<b>Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy assignment.</b>
1.7	<p>Does the Bidder's company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Bidder (and other Member of the Bidder's consortium) agree to limit the Bidder's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</p> <p style="text-align: right;">Yes/No</p>
1.8	<p>Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Bidder agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?</p> <p style="text-align: right;">Yes/No</p> <p>(Signature, name and designation of the authorized signatory) For and on behalf of</p>

<sup>1</sup> Please strike out whichever is not applicable

**Appendix- I**  
**Form-3**  
**Statement of Legal Capacity**

(To be forwarded on the letter head of the Bidder)

(Date and Reference)

To,

-----

Dear Sir,

**Sub:** -----

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

I/We have agreed that (insert Bidder's name) will act as the Lead Member of our consortium.<sup>1</sup>

I/We have agreed that (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of .....

---

<sup>1</sup> Please strike out whichever is not applicable

**APPENDIX-I**

**Form-4**

**Power of Attorney**

Know all men by these presents, we, \_\_\_\_\_ (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms \_\_\_\_\_ son/daughter/wife and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_ as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Project Management Consultant for -----, proposed to be developed by Mussoorie Dehradun Development Authority (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20\*\*

For .....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

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

Notes:

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

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

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

**APPENDIX-I**

**Form-5**

**Financial Capacity of the Bidder**

*(Refer Clause 2.2.2(C))*

S. No.	Financial Year	Annual Revenue (in Rs. crores)
1.		
2.		
3.		

Certificate from the Statutory Auditor<sup>\$</sup>  
This is to certify that ..... (name of the Bidder) has received the payments shown above against the respective years on account of professional fees.  
Name of the audit firm:  
Seal of the audit firm  
Date:  
  
(Signature, name and designation of the authorised signatory)

\$ In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

**APPENDIX-I**

**Form-6**

**Particulars of Key Personnel**

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Assignments*
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							
3.							
4.							
5.							
6.							

\*Refer Form 9 of Appendix I Experience of Key Personnel

## **APPENDIX-I**

### **Form-7**

#### **Proposed Methodology and Work Plan**

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

The Bidder shall clearly state its understanding of the TOR and also highlight its important aspects. The Bidder may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than three pages)

The Bidder will submit its methodology along with presentation for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Bidder will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Bidder is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

**APPENDIX-I**

**Form-8**

**Abstract of Assignments of the Bidder\***

*(Refer Clauses 3.1 and 3.3)*

<b>S. No.</b>	<b>Name of Project</b>	<b>Project Type (Housing Infrastructure or Core Infrastructure)</b>	<b>Name of Client</b>	<b>Estimated capital cost of Project (in Rs. crores)<sup>#</sup></b>	<b>Nature of Consultancy**</b>
(1)	(2)	(3)	(4)	(5)	(6)
1					
2					
3					
4					

\*The Bidder should provide details of only those projects that have been undertaken by it under its own name.

# Exchange rate should be taken as INR 60 per US\$ for conversion to Rupees.

\*\* Please specify the nature of consultancy services viz. Detailed Project Report / Feasibility-cum-Preliminary or Project Supervision / Independent Consultant or Design / Proof Checking

\* The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

**Certificate from the Statutory Auditor<sup>\$</sup>**

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Bidder and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

<sup>\$</sup> In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.



**APPENDIX-I**

**Form-9**

**Abstract of Assignments of Key Personnel<sup>@</sup>**  
*(Refer Clause 3.3)*

Name of Key Personnel:

Designation:

<b>S. No.</b>	<b>Name of Project*</b>	<b>Project Type (Housing or Core Infrastructure)</b>	<b>Name of Client</b>	<b>Estimated capital cost of project (in Rs. crores)</b>	<b>Name of firm for which the Key Personnel worked</b>	<b>Designation of the Key Personnel on the assignment</b>	<b>Date of completion of the assignment</b>	<b>Man-days spent</b>
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

@ Use separate Form for each Key Personnel.

\* The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 of Appendix-I.

**APPENDIX-I**

**Form-10**

**Assignments of Bidder**  
(Refer Clause 3.1 and 3.3)

Name of Bidder:	
Name of the Project:	
Project Type (Sport Infrastructure or Core Infrastructure):	
Description of services performed by the Bidder:	
Name of client and Address:(Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs. crores):	
Payment received by the Bidder (in Rs. crores):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

**Notes:**

1. Use separate sheet for each Project.
2. Exchange rate should be taken as INR 60 per US \$ for conversion to Rupees.

**APPENDIX-I**

**Form-11**

**Assignments of Key Personnel**

*(Refer Clause 3.1 and 3.3)*

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Project Type (Sport Infrastructure or Core Infrastructure):	
Name of Consulting Firm where employed:	
Description of services performed by the Key Personnel (including designation):	
Name of client and Address: (indicate whether public or private)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (in Rs. crore or US\$ million):	
Start date and finish date of the services (month/year):	
Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.	
(Signature and name of Key Personnel)	

**Notes:**

1. Use separate sheet for each Project.

**APPENDIX-I**

**Form-12**

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

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:

(Starting with present position, list in reverse order every employment held.)

7. List of projects on which the Personnel has worked

Name & Type of Project	Description of responsibilities
------------------------	---------------------------------

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

Certification:

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

(Signature and name of the Key Personnel)

Place

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

**Notes:**

1. Use separate form for each Key Personnel
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-8 of Appendix-I.
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Bidder firm along with the seal of the firm. Photocopies will not be considered for evaluation.

**APPENDIX-I**

**Form-13**

**Deployment of Personnel**

S. No.	Designation	Name	Man-Days (MD)		Week Numbers																			
			At Project site	Away from Project site (specify)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1.																								
2.																								
3.																								
4.																								
5.																								
6.																								
7.																								
8.																								
9.																								
10.																								
	Total Man-days																							

**APPENDIX-I**

**Form-14**

**Proposal for Sub-Consultant(s)**

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Sub-Consultant Name: Designation: Telephone No: Email:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1.				
2.				
3.				

(Signature and name of the authorised signatory)

**Note:**

1. The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Forms 12 and 13 of Appendix-I.
2. Use separate form for each Sub-Consultant

**APPENDIX-II**  
**FINANCIAL PROPOSAL**

Form-1

**Covering Letter**

*(On Bidder's letter head)*

(Date and Reference)

To,  
Vice Chairman,  
Mussoorie Dehradun Development Authority,  
Transport Nagar, Saharanpur Road, Deradun-248001

**Ref.: Appointment of Project Management Consultant for development of ISBT Extension (Transport Nagar) housing Project, Dehradun**

Dear Sir,

I/We, -----(Bidder's name) herewith enclose the Financial Proposal for selection of my/our firm as Project Management Consultant for above. We have reviewed all the terms & conditions of the request of proposal document (RFP) and undertake to comply, observe and abide by all the terms & conditions set out in the aforesaid documents. We hereby declare that there are no deviation from the stated terms in the RFP documents.

I/We agree to Charge professional fee amounting to Rs. .... (Rs. .... In words) per month including service tax or any other tax as applicable for the aforesaid project as per terms of the RFP.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

**Note:** The Financial Proposal is to be submitted strictly as per forms given in the RFP.

**APPENDIX-II**  
**Form-2**  
**Financial Proposal**

Item No.	Description	Amount (Rs.)
<b>A.</b>	<b>RESIDENT PERSONNEL AND LOCAL COSTS</b>	
I.	Remuneration for Resident Professional Personnel (inclusive of all personal allowances)	
II.	Remuneration for Resident Support Personnel (inclusive of all personal allowances)	
III.	Office Rent	
IV.	Office Consumables like stationery, communication etc.	
V.	Office Furniture and Equipment (Rental)	
VI.	Reports and Document Printing	
VII.	Surveys & Investigations	
VIII.	Miscellaneous Expenses	
	Sub-total Resident Personnel and Local Costs (A):	
<b>B.</b>	<b>EXPATRIATE PERSONNEL</b>	
I.	Remuneration for Expatriate Personnel (inclusive of all personal allowances)	
	Sub-total Expatriate Personnel (B):	
<b>C.</b>	<b>SUBTOTAL OF A+B</b>	
<b>D.</b>	<b>OVERHEAD EXPENSES @ _____ % of (C)</b>	
<b>E.</b>	<b>SERVICE TAX</b>	
<b>F.</b>	<b>TOTAL (including taxes) (C+D+E) (in Rs.)</b> <b>In Indian Rupees in figures in words</b>	

NOTE:-

Yours faithfully,

(Signature, name and designation of the authorised signatory)



**APPENDIX-II**

**Form-3**

**Estimate of Personnel Costs**

ID No.	Position	Name	Man-day Rate (Rs.)	Total Man Days	Amount (Rs.)
<b>A I. Remuneration for Resident Professional Personnel (including all personal allowances)</b>					
<b>Total:</b>					
<b>A II. Remuneration for Resident Support Personnel (including all personal allowances)</b>					
<b>Total:</b>					
<b>B I. Remuneration for Expatriate Personnel (including all personal allowances)</b>					
<b>Total:</b>					

Yours faithfully,

(Signature, name and designation of the authorised signatory)

## DRAFT MEMORANDUM OF UNDERSTANDING

This agreement is entered into on the ----- day of -----

Between

MUSSOORIE DEHRADUN DEVELOPMENT AUTHORITY through its -----  
----- having its office at TRANSPORT NAGAR, SAHARANPUR ROAD, NEAR  
ISBT, DEHRADUN – 248001 (hereinafter referred to as “MDDA” which expression  
shall include its permitted assigns and successors –in-interest ) of the one Part ;

AND

M/s ----- through its-----and having its registered  
office at -----( hereinafter referred to as the “-----” which  
expression shall unless repugnant to the context include its permitted assigns and the  
successors-in –interest) of the other part.

(MDDA and M/s -----, are hereinafter also individually referred to as a  
'Party' and collectively as 'Parties')

Whereas MDDA has invited the RFP for appointment of Project Management  
Consultancy services for ISBT Extension Housing Scheme at Transport Nagar Phase-1  
and phase-2 in Dehradun by Mussoorie Dehradun Development Authority

Whereas ----- have offered their services in reference to query made by MDDA and  
Whereas MDDA have agreed to entrust the assignment of Project Management  
Consultancy services for ISBT Extension Housing Scheme at Tranport Nagar Phase-1  
and phase-2 in Dehradun by Mussoorie Dehradun Development Authority

Now therefore the parties hereto agree as follows.

The RFP document in full issued by MDDA shall be deemed to form and be read and  
construed as a part of this contract.

### **A Terms of Reference.**

----- hereby agrees that it shall provide its Services in relation to the  
Project for the purpose. Scope of services for ----- shall include the  
following:

#### **1 Scope of Services**

The role and functions of the project management consultant shall include  
the following:

1. Review of the Drawings and Documents;
2. Review, inspection and monitoring of Construction Works;
3. Conducting Tests during construction and issuing Specification  
Compliance Certificate;

4. Determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;
5. Support and help the MDDA with the day-to-day management of all project activities;
6. Co-ordinate planning, control and management of the work as a multi disciplinary team;
7. Identify the need for standardization of system equipment's and materials.
8. Check and review the Design Build Contractor's proposals, reports and drawings.
9. Inspection of material on site
10. Entire construction work shall be supervised and project completed within the indicated time frame.
11. Construction supervision, quality assurance and commissioning of all the construction works.
12. To review the contractor's implementation schedules and resource requirements
13. Monitor progress, evaluate results and identify & resolve constraints;
14. Monitoring implementation of quality assurance program for all works and ensure the quality outputs.
15. Supervise day-to-day construction management
16. Establish a contract tracking systems including implementation schedules and milestones achievable
17. Check all Quantity measurements, physical verification & calculations etc. recorded for payment purpose
18. and submit physical progress of work component wise (i.e eartwork, Rcc, Brick work etc on monthly basis with cost.

19. Recommending variations in work or time extension in preparation of variation order (if required).
20. Verification of running bills of the contractor
21. To ensure that the desired quality of construction as well as the structural safety standards are achieved.
22. Completion of works within specified deadlines.
23. Ensuring that the Contractor fulfil all the contractual and financial requirements of the contracting Authority.
24. In addition to the objectives of quality, cost and time consultant should ensure for healthy environment of worksite as well as safety of works, property, personals and general public.
25. The work shall be executed through contractor in general as per technical specifications or /and as per B.I.S standard applicable for specific items of work.
26. The project management consultant (shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
27. Responsible for Coordination with Contractors, site supervision, follow up for work and payment clearance, estimation, costing and bill certification for various erection and maintenance of all electrical/mechanical/plumbing related job
28. Determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
29. Undertaking all other duties and functions in accordance with the Agreement.

### **Development Period**

1. During the Development Period, the project management consultant shall undertake a detailed review of the Drawings to be furnished by the

Implementing agency along with supporting data, including the investigations, characteristics of materials from borrow areas and sites and topographical surveys. The project management consultant shall complete such review and send its comments/observations to MDDA and the Implementing agency within 15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.

2. The project management consultant shall review any modified Drawings or supporting Documents sent to it by the Implementing agency and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.

3. The project management consultant shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Implementing agency and furnish its comments within 15 (fifteen) days of receipt thereof.

4. Upon reference by the MDDA, the project management consultant shall review and comment on the EPC Contract or any other contract for construction, operation and maintenance of the Project, and furnish its comments within 7 (seven) days from receipt of such reference from MDDA.

5. The project management consultant shall review the progress report furnished by the Implementing agency and send its comments thereon to MDDA and the Implementing agency within 7 (seven) days of receipt of such report.

6. The project management consultant shall inspect the Construction Works and the Project on daily basis, and make out a report of such inspection (the "Inspection Report") setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Standards and Specifications. In a separate section of the Inspection Report, the project management consultant shall describe in reasonable detail the lapses,

defects or deficiencies observed by it in the construction of the Project Facilities. project management consultant shall send a copy of its Inspection Report to MDDA and the Implementing agency within 7 (seven) days of the inspection.

7. The project management consultant may inspect the Project if any lapses, defects or deficiencies require such inspections or as directed by the MDDA.

8. For determining that the Construction Works conform to Standards and Specifications, the project management consultant carry out, or cause to be carried out, tests on a sample basis in accordance with Good Industry Practice for quality assurance.

9. In the event that the Implementing agency carries out any remedial works for removal or rectification of any defects or deficiencies, the project management consultant shall carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Standards and Specifications, and the provisions requisite shall apply to such tests.

10. If at any time during the Construction Period, the project management consultant determines that the Implementing agency has not made adequate arrangements for the safety of workers in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers, it shall make a recommendation to the MDDA forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.

11. In the event that the Implementing agency carries out any remedial measures to secure the safety of suspended works for workers and Users, it may, by notice in writing, require the project management consultant to inspect such works, and within 3 (three) days of receiving such notice, the project management consultant shall inspect the suspended works and make a report to the MDDA forthwith, recommending whether or not such suspension may be revoked by MDDA.

12. If suspension of Construction Works is for reasons not

attributable to the Implementing agency, the project management consultant shall determine the extension of dates set forth in the Project Completion Schedule, to which the Implementing agency is reasonably entitled, and shall notify MDDA and the Implementing agency of the same.

13. The project management consultant shall carry out, or cause to be carried out, necessary tests to determine that the Construction Works conform to Standards and Specifications and issue a Specification Compliance Certificate (“Specification Compliance Certificate”).

14. Project management consultant shall aid and advise the Implementing agency in preparing the Maintenance Manual.

## **2 Time and Payment Schedule**

The time line for the project is 18 month and the Total monthly fee payable to --- ----- shall be Rs ----- (Rupees -----Only) inclusive of service tax ,On the receipt of invoice .The payment shall be made subject to approval of Monthly progress report of the .....( Project Management Consultant) by MDDA.

## **3 Change orders**

The Authority may at any time, by a written order given to the -firm, make change within the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the contract, whether changed or not changed by the order, and equitable adjustment shall be made in the Performance Security, Contract Price or delivery schedule, or both, and the contract shall accordingly be amended..

## **4. General Specification for delivery of services and reports**

1. All drawings should be in Autocad 2007 format.
2. All repots should be in .doc/.ppt/.xls format or as decided by the MDDA.
3. Any other format should be decided only after due permission from the MDDA.
4. All reports/ information generated in this project will be the property of the MDDA and should not be used for any other purpose without prior permission of the MDDA.
5. In case of difference in Original and copy of submission the Original shall prevail.

**5 Notices**

Any notice, approval, consent, request or the other communication required or permitted to be given or made under this Agreement shall be in writing in English and Hindi Language and delivered by Registered mail to the address of the recipient shown below or to such other address, as the recipient may have notified the sender.

For MDDA	For .....
.....	.....
.....	.....
.....	.....

**6 Property Rights of Assignment outputs**

.....shall hand over hard copies and soft copies both of all the deliverables with all linkages as developed for the assignment and all related workings & outputs of the assignment generated for executing the assignment as and when requested by MDDA during the course of the assignment and on successful completion of the assignment. Such deliverables including linkages to related output shall be the Sole Property of MDDA.

**7 Amendments, Modification, etc.**

No amendments, modification or alterations of or any additions to the terms and conditions of this Agreement shall be valid unless the same be in writing and agreed to by the Parties.

**8 Dispute resolution  
Amicable Settlement**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof:  
Dispute settlement  
If any dispute arises out of this MoU with regard to the interpretation, meaning, work of operation or the breach of the terms of the contract, the matter shall be settled as per Arbitration and Conciliation Act 1996 with its amendments from time to time. The dispute shall be referred to a sole arbitrator to be appointed by the Commissioner Garhwal Mandal whose decision shall be final and binding on both the parties.

**9 Penalty**

The Parties agree that in the event of any breach of any provisions of this agreement, or in the work of operation or delay. The Penalty decided by the Vice-Chairman, MDDA shall be imposed on -----

**10 No partnership**

Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the prior written consent of the other Party.



**11 Extension**

Any date or period as set out in any clause of this contract may be extended with the consent of the Parties failing which timeline as defined in clause- 2, , time and payment schedule shall apply.....

**12 Confidentiality**

----- shall keep all the information pertaining to the assignment CONFIDENTIAL and shall not provide/disclose any information of the assignment to anybody except on specific written instructions from MDDA.

**13 Termination for insolvency**

The Authority may at any time terminate the contract by giving written notice to the -----, without compensation to the -----, if the -- ----- becomes bankrupt or otherwise insolvent provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Authority .

**14 Termination for Convenience**

- The Authority may, by written notice to the -----, terminate the contract, without compensation to the -----, at any time for its convenience. The notice of termination shall specify that termination is for the Authority’s convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- The Authority shall pay the ----- up to the last milestones achieved.

**15 Liability**

----- shall be completely liable for the all reports, reviews and appraisal submitted to MDDA

**16 Other terms & conditions**

**16.1** M/s ----- shall be entitled to the complete payment of the services from the date of submission of the report with correction specified by MDDA within a period of 15 days.

**16.2** M/s ----- shall perform the Services and carry out the obligation 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. Both the parties agree to the endeavor to encourage exchange through e-mail and optimize physical interaction, where appropriate.

16.3 Wherever required by applicable laws, MDDA shall deduct taxes at source, from the amounts payable, and shall provide to M/s ----- the appropriate tax deduction certificate evidencing payment of such taxes.

16.4 M/s ----- shall submit to MDDA two (2) copies of the final output envisaged in the Scope of Services. All the reports and agreements shall be submitted on CDs (2 sets) as well as hard copies containing all basic as well as processed data.

## 17 Performance Security

----- will have to execute an agreement on a Non-Judicial Stamp of appropriate value within a period of 30 days of receipt of order and deposit Performance Security which shall be 5% of the contract value, prior to signing of agreement.

- The Performance Security shall be in the form of a Bank Guarantee / DD/ in the name of Secretary Mussoorie Dehradun Development Authority.
- The Performance Security shall be for the entire project duration and shall be refunded after expiry of 1 year of contract period/extended period, provided there is no breach of contract on the part of -----
- Failure of the ----- to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Performance Security.
- Performance Security amount in full or part may be forfeited in the following cases:
  - When the terms and conditions of contract is breached.
  - When the .....fails to make complete supply services satisfactorily.

## 18 Indemnification

M/s ----- shall keep MDDA totally indemnified and harmless against all claims, dues, payments, fines, penalties, compensation, liabilities and other losses etc. which may incur on account of non-compliance or violation of any statutory provisions.or any direct/indirect loss or damage that is caused due to any deficiency in services.

## 19 Force Majeure

Neither MDDA nor M/s ----- shall be liable for any delay, default or failure under this agreement if such delay default or failure arose as a direct consequences of force majeure including strikes, lock out, war and civil unrest.

- Notwithstanding the provisions of contract, the ----- shall not be liable for forfeiture of its Performance Security, or termination for default, if any to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clauses, “Force Majeure” means an event beyond the control of the ----- and not involving the -----

fault or negligence and not foreseeable. For the purpose of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a party, and which makes a party’s performance of its obligation under the agreement impossible or so impractical as to be considered impossible under the circumstances

- If a Force Majeure situation arises, the ----- shall promptly notify the Authority in writing of such conditions and the cause thereof. in writing the ----- shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all prevented by the force majeure event.
- The Authority may terminate this contract, by giving a written notice of minimum 30 days to the ----- being unable to perform a material portion of the services for a period of more than 60 days.

**20 Jurisdiction**

In case of any dispute Dehradun (Uttarakhand) shall be the jurisdiction for any legal matter.

**21 Negligence**

That in any negligence , delay in submitting the reports or lapse in work of operation on the part of ----- The Vice Chairman, MDDA reserves the right to terminate this MoU and forfeit the performance security after giving reasonable opportunity to ----- to show cause or make amendments to the satisfaction of MDDA within a period of 15 days

In the WITNESS where of the parties have signed this MoU on the day, month and year first written above

<p><b>For and on behalf of</b>  <b>M/s -----</b>          -----)</p>	<p><b>For and on behalf of Mussoorie</b>  <b>Dehradun Development Authority</b></p>
Signature: _____ & Seal	Signature: _____ & Seal
Name: _____	Name: _____
Designation: _____	Designation: _____
Dated: _____	Dated: _____
Witness: 1.....	Witness: 1.....