

REQUEST FOR PROPOSAL

For

Consultancy services for Feasibility Study, Detailed Master Planning, Urban Designing, Engineering & Preparation of Detailed Project Report (DPR) for Re-development of Railway Station

in

Dehradun, Uttarakhand



Employer: MDDA

DISCLAIMER

The information contained in this Request for Proposals document (“RFP”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the employer or any of its employees or advisers, is provided to Bidders 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 or an offer by the employer 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 the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments in relation to the Consultancy. 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 employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders may be 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 employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the employer 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 Employer 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.

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Reference No.: 01/RDRS/2018

Project Name: REDEVELOPMENT OF RAILWAY STATION, DEHRADUN

Name of the Employer : MUSSOORIE DEHRADUN DEVELOPMENT AUTHORITY (MDDA)

Title of Consulting Services: **Consultancy Services for Feasibility Study, Detailed Master Planning, Urban Designing, Engineering & Preparation of Detailed Project Report (DPR) for Re-development of Railway Station, Dehradun**

Section 1. Letter of Invitation

1. Mussoorie Dehradun Development Authority (hereinafter called “MDDA”/ “Employer”) and Railway Land Development Authority (RLDA) has entered into an MoU for the redevelopment of Dehradun Railway Station , whereas for the overall redevelopment, layout and plan, estimate, design, preparation of DPR, development and construction and marketing of project shall be taken up by MDDA.
2. After the formation of State of Uttarakhand, In Dehradun, there has been an increase in the population and traffic and paucity of parking space and organized infrastructure in the area more particularly at area nearby Railway Station, which is the prime location and heart of City of Dehradun. After due deliberation MDDA and Railway Land Development Authority (RLDA) has decided to Redevelop the Dehradun Railway Station measuring approx. 24.5 acres with the construction there onto enhance the aesthetics of the station and its surrounding in keeping with its heritage status, upgrade passenger amenities at station Premises, Parking space provisions as well as for Proper entry/exit and inter connection with main roads of the city at approach & vicinity of existing Dehradun Railway Station Premises.
3. Now The employer invites proposal to provide the following consulting services: **Consultancy services for feasibility study, Detailed Master Planning, Urban Designing, Engineering & Preparation of Detailed Project Report (DPR) for Re-development of Railway Station, Dehradun.**

4. More details on the services are provided in the Terms of Reference in this RFP document and qualification requirement is at Instructions to Consultants.
5. A firm will be selected under “Quality Cum Cost Based System (QCBS)” and procedures described in this RFP.
6. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Draft Form of Contract
7. The Technical Proposal shall be submitted in Hard Copy to the employer Address & in Soft Copy Online through www.uktenders.gov.in Portal and Financial Proposal shall be submitted Online only through www.uktenders.gov.in Portal. In case of any discrepancy between the Hard Copy and Soft Copy, the Soft Copy shall prevail. The Consultants will submit the proposal by the date & time indicated in Data Sheet and instructions to the Consultants called project specific information.
8. The detail tender notice and RFP documents can be downloaded from www.uktenders.gov.in

Yours sincerely,

VICE CHAIRMAN

*Address: Mussoorie Dehradun Development Authority
Transport Nagar, Saharanpur road,
Near ISBT, Dehradun, Uttarakhand- 248001*

*Email: info@mddaonline.in
pmumdda1@gmail.com*

Telephone: 0135 – 6603100; 0135 – 6603150; 0135 - 6603137

Section 2: Instructions to Consultants

Part I

Standard

1. Definitions

- (a) “**Employer**” means the Agency who have invited the bids for consultancy services and/or with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions of the contract and TOR
- (b) “**Consultant**” means any entity who have been requested to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (c) “**Contract**” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) “**Project specific information**” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) “**Day**” means calendar day.
- (f) “**Government**” means the Government of Uttarakhand.
- (g) “**Instructions to Consultants**” (Section 2 of the RFP) means the document which provides Consultants with information needed to prepare their proposals.
- (h) “**LOI**” (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the consultants.
- (i) “**Personnel**” means professionals and support staff provided by the Consultant assigned to perform the Services or any part thereof.
- (j) “**Proposal**” means the Technical Proposal and the Financial Proposal.
- (k) “**RFP**” means the Request for Proposal prepared by the Employer for the selection of Consultants.
- (l) “**Assignment / job**” means the work to be performed by the Consultant pursuant to the Contract.
- (m) “**Terms of Reference**” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities to be performed, respective responsibilities of the Consultant, and expected results and deliverables of the Assignment/job.

- (n) “**Consortium/JV**” means an association with or without a legal personality distinct from that of its members, of more than one consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and Where all the members of Consortium/JV are jointly and severally liable to the employer for the performance of the contract.
- (o) “**Positive Net Worth**” means the amount by which a company's assets are greater than its liabilities.
- (p) “**MDDA**” mean Mussoorie Dehradun Development Authority.
- (q) “**Services**” means the work to be performed by the consultant pursuant to the TOR/Contract.
- (r) “**Eligible Assignments**” means successfully completed Consultancy assignments of **Urban Infrastructure** projects i.e. Development of urban railway/ metro rail necessarily including stations, airport, multi modal transit hub, bus terminals or other urban real estate projects (such as district centre, shopping mall/complex, residential complex, Transit Oriented Development projects, hotel, entertainment complex, office complex etc.) with project value not less than Rs 100 Cr. each prior to PDD. Above mentioned projects shall include preparation of **Feasibility Study, Master Planning, Urban Designing, Engineering, Preparation of Detailed Project Report (DPR) including Business Plan and Revenue Model**, as the case may be.

2. Introduction

- 2.1 The Employer named in the Part II Data Sheet will select consulting firm/organization (the Consultant) meeting basic eligibility criteria as mentioned in Part II Data Sheet and in accordance with the method of selection specified in the Part II Data Sheet.
- 2.2 The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 5.
- 2.3 The date, time and address for submission of the proposals have been given in Part II Data Sheet.
- 2.4 The Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.5 Consultants should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, Consultants are encouraged to meet the Employer’s representative named in part II Data Sheet before submitting a proposal and to attend a **Pre-proposal Meeting** if

one is specified in the Part II Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Employer's representative to arrange for their visit or to obtain additional information on the pre-proposal meeting. Consultants should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.6 The Employer will provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet.

2.7 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2.8 **Schedule of Selection Process**

The following shall be the schedule of Selection Process:

S.No.	Event Description	Date & Time
1	Publication/Issuance of Request for Proposal	22/11/2018
2	Last date for receiving queries/clarifications	03/12/2018
3	Pre-Proposal Meeting	03/12/2018 15:00 Hrs.
4	Proposal Due Date or PDD (online submission of Technical Proposal and Financial Proposal on www.uktenders.gov.in)	20/12/2018 Till 15:00 Hrs.
5	Submission of Hard Copy of Technical Proposal along with Bid Document Fee, and EMD	20/12/2018 Till 16:00 Hrs.
6	Opening of Technical Proposals	20/12/2018 At 16:00 Hrs.

3. Pre-proposal Meeting

A Pre-proposal Meeting will be held at the place and time as mentioned in Part-II Data Sheet.

4. Clarification and Amendment of RFP Documents

- 4.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II Data Sheet. The Employer shall at its sole discretion may respond to any or all queries received and will respond in writing, or by standard electronic means and upload the response (including an explanation of the query but without identifying the source of inquiry) on the website. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Para. 4.2 below.
- 4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be uploaded on the website and will be binding on all of them. Consultants shall update themselves by visiting the website regularly, for not being updated by the consultants themselves, employer bears no responsibility. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

- 5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 5.2 The consultant has an obligation to disclose to the employer any situation of actual or potential conflict that impacts its capacity to serve the best interest of its employer failure to disclose such situation may lead to the disqualification of consultant or termination of its contract and /or sanctions by the employer.
- 5.3 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- **Conflicting activities:** (i) a firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- **Conflicting Assignment/job;** (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an Employer in the privatization of public assets shall not purchase, nor advice purchasers of, such assets. **Similarly, a Consultant hired to prepare Terms of Reference for an Assignment/job shall not be hired for the Assignment/job in question.**
- **Conflicting relationships** (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

5.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

- 5.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

6. Unfair Advantage

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

7. Proposal

- 7.1 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 application either individually or as a member of any other consortium, as the case maybe. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the individual experts, to more than one proposal.

8. Proposal Validity

- 8.1 The Part II Data Sheet to consultant indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise, however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals, under such circumstance the Employer shall not consider such proposal for further evaluation.

9. Preparation of Proposals

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

- 9.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 9.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) The estimated number of Professional staff for the Assignment/job is shown in the RFP. While making the proposal, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
 - (b) Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position mentioned.
- 9.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-III. The Part II Data sheet in Section-II indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Form Tech – I in Section-III is a sample letter of technical proposal which is to be submitted along with the technical proposal.
- (a) A brief description of the consultant's organization will be provided in Form Tech-2. In the same Form, the consultant will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.
 - (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided

by the Employer (Form TECH-3 of Section 3).

- (c) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks is to be provided in Form TECH-5 of Section 3.
- (e) Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-7 of Section 3. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.
- (f) CVs of the Professional staff as mentioned in Para 9.4 (d) above shall be signed by the Professional staff themselves (Form TECH-5 of Section 3).
- (g) A detailed description of the proposed methodology and staffing for training needs to be given, if the Part II Data sheet specifies training as a specific component of the Assignment/job.

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

9.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment/job. All taxes must be included by the consultant in the financial proposal, except Goods & Service Tax (GST). The financial proposal shall not include any conditions attached to it and in case of such conditional financial proposal shall be rejected summarily.

10. Taxes

10.1 The Consultant shall fully familiarize themselves about the applicable to Domestic taxes (such as: Goods & Service Tax (GST), Income Tax, duties, fees, levies) on amounts payable by the Employer under the Contract. All taxes must be included by the consultant in the financial proposal, except Goods & Service Tax (GST).

11. Currency

11.1 Consultants shall express the price of their Assignment/job in Indian Rupees (INR).

12. Earnest Money Deposit (EMD)

12.1 Earnest Money Deposit

- I. An EMD of amount as mentioned in data sheet, in the form of DD/Bank Guarantee/ FDR from a Scheduled Bank, drawn/pledged in favour of the Secretary, MDDA and payable at Dehradun, must be submitted along with the Proposal.
- II. Proposals not accompanied by EMD shall be rejected as non-responsive.
- III. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- IV. The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract with successful bidder.

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

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

13. Bid Document Fee

All the consultants are required to pay the Bid Document Fee of Rs. 10,000/- (including GST) in form of Demand Draft in favour of Secretary, MDDA and payable at Dehradun.

The Bid Document Fee is non-refundable. Non-submission of Bid Document Fee along with the technical proposal will be treated as non-responsive bid.

14. Submission, Receipt, and Opening of Proposal

14.1 The Consultants shall submit their Technical and Financial Proposals Online and one copy of Technical Proposal Physically (Hard Copy) as per the clause 14.3.

The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3 and FIN-1 of Section 4.

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

14.3 A copy of Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" followed by the name of the Assignment/job. The envelope containing the Technical Proposal in one envelope and EMD, Bid Document Fee, Power of Attorney shall be placed into other envelope, both to be placed in an outer envelope and sealed. This outer envelope shall bear the submission address, reference number "01/RDRS/2018" be clearly marked "DO NOT OPEN, BEFORE 16:00 Hrs. on 20/12/2018". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. **The Financial Proposal shall be submitted online only and shall be sealed digitally. If the Financial Proposal is not submitted online digitally sealed, this will constitute grounds for declaring the Proposal non-responsive.**

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

- 14.5 The Bidders shall submit the Technical Proposal online as well as in physical form as per date and time mentioned in Clause 2.8. However, the Financial Proposal shall be submitted online only as mentioned in Clause 14. The Bidders shall submit the Technical Proposal in hard bound or 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 this RFP. In case the Proposals are submitted online, and the Bidders are unable to submit the hard copy on or before the date and time mentioned in Clause 2.8 then the Bids shall be liable for rejection. Only those physically submitted documents regarding Technical Proposals will be acceptable and considered, if, same are uploaded in the website along with the Financial Proposal.
- 14.6 **Online Submission:** Digitally Signed “Technical Proposal” shall be uploaded in the prescribed format of Section-3 and supporting documents along with scanned copy of EMD as mentioned in Clause 12 and Bid Document Fee as mentioned in Clause 13. Similarly, the original signed ‘Financial Proposal’ shall be placed in a digitally sealed envelope clearly marked ‘Financial Proposal’ and shall contain the financial proposal in the prescribed format of Section-4).
- 14.7 The completed Proposal must be submitted online on or before the specified time. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. Technical Proposal shall be submitted in Physical form and the scanned copy in PDF shall be uploaded on the www.uktenders.gov.in duly digitally signed. The financial Proposal shall be submitted online only and shall be signed and sealed digitally.
- 14.8 The rates quoted shall be firm throughout the period of performance of the assignment, no price escalation shall be applicable through the performance of the assignment and including discharge of all obligations of the Consultant under the Agreement.

15. Proposal Evaluation

- 15.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal.
- 15.2 The Evaluation will be carried out by Consultant Selection Committee (CSC) constituted by the Employer.
- 15.3 **Evaluation of Technical Proposals:** CSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation.

- 15.4 The CSC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain **unopened**. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.
- 15.5 **Public opening & evaluation of the Financial Proposals:** Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified the Data sheet, in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.
- 15.6 The CSC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost. Only if the quantity indicated in the Technical Proposal are on the lower side of the quantities proposed in RFP (as per TOR). (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Normally, the date will be the date of opening of the tender unless specified otherwise in the Data sheet.
- 15.7 After opening of financial proposals, appropriate selection method shall be applied to determine the consultant who will be declared winner and be eligible for award of the contract. The methods of selections are described in the Data Sheet [QCBS]. This selected consultant will then be invited for negotiations, if considered necessary.

16. Negotiations

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

behalf of the Consultant must have written authority to negotiate and conclude a Contract.

- 16.2 **Technical negotiations:** Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Assignment/job”. Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the Assignment/job. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.
- 16.3 **Financial negotiations:** After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the consultant. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 16.4 **Availability of Professional staff/experts:** Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organisation. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
Selected Team Leader and Finance/PPP Expert shall be the same throughout of the project from the day of presentation, except in case of casualty.
- 16.5 **Conclusion of the negotiations:** Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the employer will reject all the proposals received and invite fresh proposals.

17. Award of Contract

- 17.1 After completing negotiations, the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.
- 17.2 The consultants will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee as mentioned in the standard form of contract, within 15 days of issuance of the Letter of Intent.
- 17.3 The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

18. Confidentiality

- 18.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.
19. The Employer reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Employer to undertake such verification shall not relieve the Applicant of its obligation or liabilities here under nor will it affect any rights of the Employer here under.
20. The Selection Process shall be governed by and construed in accordance with the laws of India and Courts at Dehradun shall have exclusive jurisdiction and all disputes arising under pursuant to and/or in connection with the Selection Process.

INSTRUCTIONS TO CONSULTANT

Part-II

DATA SHEET

<u>Clause No. of Data Sheet</u>	<u>Ref of ITC</u>	<u>Particulars</u>	
1.	2.1	Name of the Employer:	Vice Chairman Mussoorie Dehradun Development Authority
	2.1	Basic Eligibility criteria	<p>a. The Bidder/s shall be a Private Company/Government-owned Enterprise, firm incorporated in India under the (Indian) Companies Act 1956/2013 or a company incorporated under equivalent law abroad or Limited Liability partnership (LLP) firm incorporated under the Limited Liability Partnership Act, 2008 or under equivalent law in any other country.</p> <p>(Note: Government-owned Enterprises in the Employer's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under Commercial law, and that they are not a dependent agency to their employer.)</p> <p>b. The Bidder shall be required to submit a true copy of its Incorporation Certificate, along with Technical Proposal.</p> <p>c. The Sole Bidder must have a valid Goods & Service Tax (GST) registration.</p> <p>d. The Sole Bidder must have at least one office in India which has been operational (providing consultancy services in Urban Infrastructure Sector) for the last Five years or more. Evidence of consultancy services provided in the form of a copy of the oldest contract agreement awarded/ Completion Certificate</p>

			<p>should be submitted.</p> <p>e. The Sole bidder should not have been blacklisted/debarred/termination of contract except for reasons of convenience of Client by any Government/Public Company/PSUs in the last 5 years.</p> <p>f. The Bidder should have a Positive Net Worth and minimum average annual turnover of Indian Rs. 6 (Six) Crores during the last three (3) financial years (2015-16, 2016-17, 2017-18).</p> <p>g. The Consultant should have Experience in at least 3 (three) Completed assignments for Project Management Consultants/ Support Units/ Technical Support or Coordinator Consultants/ Project Planning and Design/ Preparation of Detailed Project Reports for urban infrastructure assignments having project cost minimum Rs. 100 Cr. each in the last 10 (Ten) years preferably at government levels (Central/ State/ Municipal/ PSU/ Government owned Autonomous Institutions).</p> <p>h. Consortium/JV is not allowed.</p> <p>i. For claiming the desired experience, Bidder shall have to submit a valid proof accepted to the Employer.</p> <p>j. Sub-Consultancy will not be considered as eligible experience.</p>
2.	2.2	Name of the Assignment/job is:	
3.	2.5 & 3	A pre-proposal meeting will be held:	<p>YES</p> <p>Date: 03/12/2018</p> <p>Time:15:00Hrs.</p> <p>Venue:</p> <p>Mussoorie Dehradun Development Authority, Transport Nagar, Saharanpur road, Near ISBT, Dehradun, Uttarakhand- 248001</p>
4.	14.4	Date & time and address for submission of	

		proposal/ bid:	
		Date	20/12/2018
		Time	15:00 Hrs. for Online Submission 16:00 Hrs. for Submission of Hard Copy
		Address	Mussoorie Dehradun Development Authority Office, Transport Nagar, Saharanpur road, Near ISBT, Dehradun, Uttarakhand- 248001 Telephone: 0135 – 6603100, 0135 – 6603150, 0135 – 6603137
5.	2.5	The Employer's representative is:	Vice Chairman, MDDA
		Address:	Mussoorie Dehradun Development Authority, Transport Nagar, Saharanpur road, Near ISBT, Dehradun, Uttarakhand- 248001
		Telephone:	0135 – 6603100, 0135 – 6603150, 0135 – 6603137
		E-mail:	info@mddaonline.in pmumdda1@gmail.com
6.	2.6	The Employer will provide the following inputs and facilities:	NIL All the necessary Permissions/ Approvals/ NOCs/ other requirements for the fulfilment of Deliverables as per RFP shall be the responsibility of the CONSULTANT, the Employer will only facilitate by writing Letters as per the requirement requested by the Consultant on its discretion.
7.	3	Eligibility of Association of consultants and Sub-Consultants	Joint Venture/ Consortium not allowed
8	8.1	Proposals must remain valid days after the submission date, i.e. until:	120 days
9.	4.1	The address for requesting clarifications is:	Mussoorie Dehradun Development Authority, Transport Nagar, Saharanpur road, Near ISBT, Dehradun, Uttarakhand- 248001
		Telephone:	0135 – 6603100, 0135 – 6603150, 0135 – 6603137
		E-mail:	pmumdda1@gmail.com info@mddaonline.in

10.	9.3 (a)		
11.	9.3 (b)	The estimated number of Professional staff-months required for the Assignment/job is:	A. For Lump Sum component: As per Requirements of TOR in Section-5
12	9.4		In addition to technical proposal, Consultants are required to submit financial proposal (as per forms prescribed in Section 4). Submission of the technical and financial proposal in improper form will render the proposal liable to be rejected.
13.	9.4	The formats of the Technical Proposal to be submitted are:	
		Form Tech 1: Letter of Proposal submission	
		Form Tech 2: Consultant's organization & experience	
		Form Tech 3: Comments & suggestions on TOR	
		Form Tech 4: Approach & methodology	Maximum of 20 pages including charts and diagrams
		Form Tech 5 : Curriculum Vitae along with Consent Letter	
		Form Tech 6: Comments / modifications suggested on draft contract.	
		Form Tech 7: Information regarding any conflicting activities and declaration thereof.	
		Form Tech 8: Format of Bank Guarantee for EMD/Bid Security	
		Form Tech 9: Format of Bank Guarantee for Performance Security	
		Form Tech 10: Power of Attorney	

		Form Tech 11: Abstract of Assignment	
		Form Tech 12: Assignment of Bidder	
14.	9.4 (g)	Training is a specific component of this Assignment/job	NO
15	10	Taxes	<p>Replace the clause as below:</p> <p>The Financial Proposal shall take into account all expenses but except GST liabilities. Only Goods and Service Tax (GST) as applicable shall be paid in addition to the financial quote and calculated as per applicable laws at the time of payment. All payments to consultants shall be subject to deduction of taxes at source as per Applicable Laws.</p>
16.	11.1	Consultant to state the cost in	Indian Rupees (INR)
17	12.1	Earnest Money Deposit	<p>Rs. 6,00,000 (Indian Rupees Six Lakhs only) in the form of Demand Draft/Bank Guarantee/FDR from a Scheduled Bank in favour of Secretary, Mussoorie Dehradun Development Authority, payable at Dehradun.</p> <p>The BG for EMD will remain valid upto 45 days beyond the validity or any extension of the proposal.</p>
18.	13	Bid Document Fee	Rs. 10,000/- (Indian Rupees Ten Thousand only) in the form of Demand Draft in favour of Secretary, Mussoorie Dehradun Development Authority, payable at Dehradun.
19.		Bank Guarantee	The consultant shall furnish within 15 (fifteen) days from date of acceptance or work order an unconditional Bank Guarantee from the Bank of an amount equivalent to 5% of the total Contract Value to be received by it towards performance security valid for a period of 1 (one) year beyond the date of completion of services. The bank guarantee shall be released only after adjusting any

			<p>dues by the Employer upon expiry of 12 (twelve) months beyond the date of completion of services. The Bank guarantee shall be extendable till the complete duration.</p>
20.	14.3	Submission, Receipt, and Opening of Proposal	Consultant must submit one copy of Technical Proposal
21.	15.4	Evaluation Criteria: Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed:	Detailed evaluation as mentioned below this Table of Data Sheet.
22.	15.7	Method of Selection	<p>Quality (80%) cum Cost (20%) Based Selection QCBS - 80:20</p> <p>The technical quality of the proposal will be given weight of 80%, the method of evaluation of technical qualification will follow the procedure given in Para 15 above. The price bids of only those consultants who qualify technically (Minimum Qualifying Marks: 70%) will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weight of 20%. For working out the combined score, the employer will use the following formula:</p> <p>Total points = T (w) x T (s) + F (w) x F(s), where</p> <p>$F(s) = \{(LEC / EC)*100\}$</p> <p>T (w) stands for weight of the technical score.</p>

			<p>T (s) stands for technical score</p> <p>F (w) stands for weight of the financial proposal</p> <p>EC stands for Evaluated Cost of the financial proposal</p> <p>LEC stands for Lowest Evaluated Cost of the financial proposal.</p> <p>F(s) stands for Financial score of the financial proposal</p> <p>The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.</p>
23.	16	Negotiation	<p>Add Clause 16.6 as below:</p> <p>If any key-personnel gets less than 60% marks during technical evaluation, then he/she needs to be replaced at the time of negotiation. The other personnel whose CVs shall not be evaluated but has to be submitted with proposal, should meet the minimum qualification criteria as per the TOR, otherwise such expert also needs to be replaced at the time of negotiation.</p> <p>At the time of negotiation, the Key Professionals shall have to be present with their Original Documents.</p> <p>No Key Personnel should have attained the age of 60 (Sixty) years at the time of submitting the proposal.</p> <p>Selected Team Leader and Finance/PPP Expert shall be the same throughout of the project from the day of presentation, except in case of casualty.</p>
24.	17.3	<p>Expected date for commencement of consulting Assignment/job</p> <p>Location for performance assignment / job:</p>	Dehradun, Uttarakhand
25.		The Period of Assignment	4 months from commencement

Procedure for Detailed evaluation of technical qualifications

The detailed technical evaluation of Proposals satisfying minimum eligibility conditions as above shall be done. The Criteria, sub-criteria and point system for detailed evaluation shall be as follows:

i)	Specific experience of the consultant firm relevant to the assignment/job	10 marks
	Sub criteria	
a	Experience in Completed assignments for Project Management Consultants/ Support Units/ Technical Support or Coordinator Consultants/ Project Planning and Design/ Preparation of Detailed Project Reports for urban infrastructure assignments having project cost minimum Rs. 100 Cr. each in the last 10 (Ten) years preferably at government levels (Central/ State/ Municipal/ PSU). (2 marks per project subject to maximum of 6 marks)	06 marks
b	No. of eligible assignment taken in hilly region. (1 mark per project subject to maximum of 2 marks)	02 marks
c	Experience in Land Monetization or Commercial Utilization of Land Parcel with Government. (1 mark per project subject to maximum of 2 marks)	02 marks
ii)	Proposed methodology and work plan in response to the terms of reference	50 marks
	Sub-criteria	
	a) Technical Approach & Methodology	25 marks
	i. Latest and Innovative Technology with specific reference to eco-sensitive area	08 marks
	ii. Innovative Financial Plan with special emphasis on non-conventional sources of finances.	08 marks
	iii. Consideration of Sustainable/Green Building construction technique with Innovation	05 marks
	iv. Heritage component consideration	04 marks
	b) Work Plan	05 marks
	c) Tentative Design/Concept Plan (based on Historical & Cultural Heritage and modernity)	10 marks
	d) Overall Presentation and Response to Queries of MDDA	10 marks
iii)	Key professional staff: Qualification & competency for the assignment/ job	40 marks

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

S. No	Position	Marks
1	Project Manager/Team Leader	10
2	Finance/PPP Expert	08
3	Transportation Expert	04
4	Urban Planner	05
5	Architect	04
6	Landscape Expert	03
7	Heritage Expert	03
8	Structure Engineer	03
	TOTAL	40

For all the above positions following sub-criteria shall be followed:

a)	Educational qualifications	20%
b)	Adequacy for the assignment / job (Experience in similar capacity, trainings, Experience as per TOR)	60%
i)	Development Projects of urban railway/ metro rail necessarily including stations, airport, multi model transit hub, bus terminals, etc. --50%	
ii)	Development Projects of urban real estate projects (such as district centre, shopping mall/complex, residential complex, Transit Oriented Development Projects, hotel, entertainment complex, office complex etc.) --50%	
c)	Experience in the similar region	20%

Note:

- All key-personnels should meet the minimum qualification criteria as per theTOR, otherwise the expert needs to be replaced at the time of negotiation.
- If any key-personnel get less than 60% marks, then he/she needs to be replaced at the time of negotiation.
- No Key Personnel should have attained the age of 60 (Sixty) years at the time of submitting the proposal.
- Selected Team Leader and Finance/PPP Expert shall be the same throughout of the project from the day of presentation, except in case of casualty.

Section 3: Technical Proposal - Standard Forms

FORM TECH-1

Letter of Proposal

(On Bidder's letter head)

(Date and Reference)

To,

.....

.....

.....

Sub: Selection of

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

The proposal is unconditional and unqualified.

1. I/We acknowledge that the Employer will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; 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 Employer any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Employer to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last five years, we 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 Applicant, nor been

expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. I/We certify that in the last five years, we or any of our Associates havenot been blacklisted/debarred/ termination of contract except for reasons of convenience of Client by any government/ government board/corporation/company/PSU Company/statutory body/non-government and any funding agencies in last 5 years.
7. I/We declare that:
- (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Employer;
 - (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, in respect of any tender or Request for Proposal issued by or any agreement entered into with the Client 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 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.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we/any member of Consortium, are isnot a member of any other Consortium applying for Selection as a Consultant.
10. 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.
11. 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.

12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our associates or directors /managers/employees or against to be engaged team members.
13. 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 Consultant or in connection with the Selection Process itself in respect of the above-mentioned Project.
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 120 (One Hundred Twenty Days) days from the PDD 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 prescribed format.
17. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement.
18. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Employer 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 online along with the Technical Proposal separately digitally sealed. This Technical Proposal read with the Financial Proposal shall constitute the Application 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)

FORM TECH-2

FORM 2: CONSULTANT'S ORGANIZATION & EXPERIENCE

Form 2A: Format for Details of Consultant

1. Details of Consultant

a.	Name of Consultant with full address	:	
b.	Tel. No.	:	
c.	Fax No.	:	
d.	Email	:	
e.	Year of Incorporation.	:	
f.	Name and address of the person holding the Power of Attorney.	:	
g.	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
h.	Name of Bankers with full address.	:	
i.	GSTRegistration Number (copy).	:	
j.	Permanent Account Number (copy).		
k.	Are you presently debarred / Blacklisted/ termination of contract except for reasons of convenience of Client by any Government Department /Public Sector Undertaking /AnyEmployer? (If Yes, please furnished details)	:	
l.	Name and details (Tel / Mobile / E mail) of contact persons	:	

Form 2B: Format for Financial Capability of the Consultant

(Equivalent in Rs. Crores)

Consultant*	-----(<i>Name of Consultant</i>)				
FY	2015-16	2016-17	2017-18	Total	Average
Annual Turnover					
Certificate from the Statutory Auditor/ Chartered Accountant					
This is to certify that..... (<i>Name of the Consultant</i>) has received the payments and earned net profit shown above against the respective years.					
Name of the audit firm/CA:					
Seal of the audit firm/CA:					
Date:					
<i>(Signature, name, registration no. and designation of the authorised signatory)</i>					

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

Form 2C: Experience in Completed assignments for Project Management Consultants/ Support Units/ Technical Support or Coordinator Consultants /Project Planning and Design/ Preparation of Detailed Project Reports for urban infrastructure assignments having project cost minimum Rs. 100 Cr. each in the last 10 (Ten) years preferably at government levels (Central/ State/ Municipal/ PSU).

List projects (not more than 5) in the last ten years which are similar to that in the RFP.

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

Form 2D: No. of eligible assignment taken in hilly region.

List projects (not more than 5) in the last ten years which are similar to that in the RFP

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

Form 2E: Experience in Land Monetization or Commercial Utilization of Land Parcel with Government.

List projects (not more than 5) in the last ten years which are similar to that in the RFP

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

FORM TECH-3

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

A - On the Terms of Reference

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

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

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

FORM TECH-4

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

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

Technical Approach and Methodology,

Work Plan, and

Organization and Staffing,

Tentative Design/Concept Plan (based on Historical & Cultural Heritage and modernity)

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

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

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

d) Presentation: The consultant would be required to make a presentation on the approach & methodology, work plan, Tentative Design/Concept Plan (based on Historical & Cultural Heritage and modernity) and proposed team for performing the assignment as and when intimated by the Employer during the Evaluation Process.

FORM TECH-5

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF ALONG WITH CONSENT LETTER

1. Proposed Position:

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

2. Name of Firm:

[Insert name of firm proposing the staff]:

3. Name of Staff:

[Insert full name]:

4. Date of Birth:

5. Nationality:

6. Education:

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

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

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

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

11. Employment Record:

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

From [Year]:

To Year]:

Employer:

Positions held:

12. Detailed Tasks Assigned

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

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

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

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

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

Date:

[Signature of Professional]

Place:

[Full name]

FORM TECH-6

COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

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

FORM TECH-7

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THERE OF

Are there any activities carried out by your firm or Group Company or any member of the consortium which are of conflicting nature as mentioned in Para 5 of Section 2. If yes, please furnish details of any such activities.

If no, please certify,

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

Authorized Signature *[In full and initials]:*

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH- 8

Format of Bank Guarantee for EMD/ Bid Security

Whereas M/sand having its registered office at
(hereunder called the consultants) is desirous and prepared to tender for the Selection of in Dehradun, Uttarakhand in accordance with terms and conditions of **Tender. No..... Dated** And whereas We, Bank, agree to give the consultants a Guarantee for the Earnest Money Deposit of Rs.....in favour of Secretary, MDDA payable at Dehradun.

1. Therefore, we here by affirm that we are Guarantors on behalf of the consultants upto a total of **RupeesLacs (i.e. Rs...../-)** and we undertake to pay the **Vice Chairman, Mussoorie Dehradun Development Authority, Transport Nagar, Saharanpur road, Near ISBT, Dehradun, Uttarakhand- 248001** upon his first written demand and without demur, without delay and without necessity of previous notice of individual or administrative procedure and without necessity to prove the bank the defects or short coming or debit of the contractor any sum within the limit of **Rupees Lacs.**
2. We further agree that the guarantee here in contained shall remain in full and effect during the period that would be taken for the acceptance of tender. However, unless a demand or claim under this guarantee is made only in writing on or before the We shall be discharged from all liabilities under the guarantee thereafter.

We undertake not to revoke the guarantee during its currency except with the previous consent of the **Vice Chairman, Mussoorie Dehradun Development Authority, Transport Nagar, Saharanpur road, Near ISBT, Dehradun, Uttarakhand- 248001** in writing.

We lastly undertake not to revoke the guarantee for any change in constitution of the consultants or the Bank.

Signature and Seal of Guarantor

Date :

Bank :

FORM TECH-9

Format of Bank Guarantee for Performance Security

To,

.....

.....

.....

In consideration of MDDA (hereinafter referred as the “Employer”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the “**Consultant**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the no. dated valued at Rs..... (Rupees), (hereinafter referred to as the “.....”) the assignment for consultancy services in respect of thefor, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs.....(Rupees) to the Employer for PerformanceSecurity of the said Agreement.

1.We, (hereinafter referred to as the “**Bank**”) at the request of the Consultant do hereby undertake to pay to the Employer an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2.We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceedingRs.(Rupees).

3.We, (indicate the name of Bank) undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under

this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before from the date of this Guarantee.

5. We, (indicate the name of Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.Crore (Rupees Crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [..... (indicate the date falling 365 days after the Bid Due Dates specified in the RFP)].

Dated, the day of 20

For

(Name of Bank)

(Signature, name and designation of the authorised signatory)

Seal of the Bank:

NOTES:

The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

FORM TECH-10

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/ retained by 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 “Employer”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Employer, 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 Employer 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 Employer.

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.*
- *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, Bidders may submit a General Power of Attorney notarized in India. However, at the time of negotiation it is mandatory to submit the Power of Attorney executed and issued overseas, legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

FORM TECH-11

Abstract of Assignments of the Bidder

S.No.	Name of Project	Name of Client	Professional fee ^{\$\$} received by the Bidder (in Rs. ____ crore) [£]
(1)	(2)	(3)	(4)
1			
2			
3			
4			
5			

[£]The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

Certificate from the Statutory Auditor[§] of [Name of Company]	
<p>This is to certify that the information contained in Column 4 above is correct as per the accounts of the Bidder and/ or the clients.</p>	
<p>(Signature, name and designation of the authorised signatory)</p>	
Date: _____	Name and seal of the audit firm: _____

[§] In case the Bidder/Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder/Applicant.

Note: In case of consortium, this Form for each consortium member shall be submitted.

FORM TECH-12

Assignments of Bidder

1.	Project Category and Sub-Category
2.	Name of company:
3.	Assignment name:
4.	Description of Assignment:
5.	Approx. project cost (in Rupees):
6.	Approx. value of the consultancy contract (in Rupees):
7.	Approx. value of the services provided by your company under the consultancy contract (in Rupees):
8.	Country:
9.	Location within country:
10.	Duration of Assignment/job (months) :
11.	Name of Client:
12.	Client address and contact information:
13.	In case of consortium, whether your company was Lead member or other consortium member:
14.	Total No of staff-months of the Assignment:
15.	Total No of staff-months provided by your company:
16.	Start date (month/year):
17.	Completion date (month/year):
18.	Name of associated Consultants, if any:
19.	Name of senior professional staff of your firm involved and functions performed.
20.	Description of actual Assignment/ provided by your staff within the Assignment:

Note:

1. Use separate sheet for each Assignment.
2. Each Eligible Assignment shall not exceed 2 pages, and following format shall be used:

font: arial, font size

Section 4: Financial Proposal - Standard Forms

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:
Vice Chairman
Mussoorie Dehradun Development Authority
Transport Nagar, Saharanpur road,
Near ISBT, Dehradun, Uttarakhand- 248001

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for *[Insert title of Assignment/job]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures]*¹. This amount is inclusive of all the taxes, except Goods and Service Tax (GST). We hereby confirm that the financial proposal is unconditional, and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Part II Data Sheet.

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

Yours sincerely,

Authorized Signature *[In full and initials]*:

Name and Title of Signatory:

Name of Firm:

Address:

Sub Total (A) as per Form FIN 2

Note: In case of any discrepancy found between quoted amount in numeral and words then the amount mentioned in words shall prevails.

FORM FIN-2

Format for Financial Proposal / Price Bid

Name of the Bidder:	
----------------------------	--

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Number#	Text#	Number#	Text#	Number#	Text#
Sl. No.	Item Description	Quantity	Units	Total Amount without Taxes	Total Amount in Words
1	2	3	4	6	7
1.	“Consultancy services for feasibility study, Detailed Master Planning, Urban Designing, Engineering & Preparation of Detailed Project Report (DPR) for Re-development of Railway Station, Dehradun.”	1	Nos		
Total in Figures					
Quoted Rate in words					

AUTHORIZED SIGNATORY

For and on behalf of the Applicant

Date: _____

FORM FIN-3 (LUMP SUM)
BREAKDOWN OF REMUNERATION
(PROFESSIONAL STAFF AND SUPPORT STAFF)

(For details please refer to Note below)

When used for 'Lump-Sum' contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Employer. This Form shall not be used as a basis for payments under 'Lump-Sum'.

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

*- Mention the currency in which the prices are quoted if it is permitted to do so under RFP.

*1 Key Personnels are to be indicated by name

*2 Support Staff is to be indicated per category (e.g: Draftsman, Assistant etc.)

Total Remuneration = _____ Amount in Rupees

(Amount in Words):

Note:

- 1 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, Assistants etc.). Cost of Secretarial services, if any, will be indicated in form Fin-5.
- 2 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5 & 7.
- 3 Indicate separately staff-month rate for each activity separately.

Section 5: Terms of Reference

1. Background

Mussoorie Dehradun Development Authority (MDDA) is committed towards ensuring planned development of Dehradun city through judicious utilization of resources at its disposal.

In this regard, MDDA in an agreement with Indian Railways plans to redevelop the existing Railway Station of Dehradun. The above-mentioned initiative is envisaged towards an overarching objective of decongesting the city core of Dehradun, which suffers from acute urban congestions around the existing railway station.

The imperative of undertaking the exercise is attributable to the steep pressure on the city core around the existing Dehradun Railway Station in terms of:

- Congested & Cluttered urban core- around the existing Dehradun Railway Station.
- Extremely alarming urban mobility scenario in the given vicinity.
- Ineffective utilization of urban spaces for larger public good.
- In-effective or sub-optimal provision of municipal services.

2. Objective of the Assignment

MDDA shall undertake the redevelopment on the identified parcels in line with the overarching objective:

- Un-cluttering the city core.
- To improve the scenario of traffic mobility.
- To create compensatory built up area for the demolished structures of the Indian Railways.
- To create the requisite parking spaces.
- To create the requisite green spaces.
- To develop a self-sustainable project.

3. Scope of Services

For undertaking the redevelopment initiative, the key tasks are as follows:

- a. Inception Report
- b. Situation Analysis Report
- c. Market research
- d. Preparation of conceptual architectural plans and lay-outs of the proposed structures, built up spaces and circulation plan, as discussed with MDDA and in conscience of Railway safety.

- e. Detailed Area programme of the proposed Structure including the utilities.
- f. Block cost estimates of the proposed plans.
- g. Market assessment/Demand assessment of the alternative project proposals.
- h. Financial Viability assessment of the alternative project proposal.
- i. The Financial viability assessment shall include assessment of the viability of alternatives in terms of different models of the project structure viz. EPC, JV, PPP or any other suitable model as discussed with MDDA and Railway Authority.
- j. **Feasibility Report:** The financial viability assessment shall include detailed assessment of IRR, DSCR, Break-even point, Effective Returns to MDDA and assessment of any such financial variable that may be important for the feasibility of the identified alternative.
- k. The consultant shall be expected to make a comparative assessment of the identified alternative.
- l. In the event that the project may require relocation/rehabilitation/resettlement from the site, the consultant shall be expected to recommend tentative relocation/resettlement package.
- m. Preparation of Detailed Project Report (DPR) of the approved projects.
- n. The DPR shall include:
 - i. Detailed architectural plans/Designs/Elevations
 - ii. Detailed cost estimates based on the schedules of rates as approved by DSR/SOR or as deem fit by MDDA in line with the best practice.
 - iii. Heritage Conservation
 - iv. Façade Improvement of Existing main Railway Building
 - v. Circulation plan
 - vi. Parking plans
 - vii. Platform plan
 - viii. Plan for Advertisements
 - ix. Working drawings (Structural drawing, Electrical drawing, etc.) should have submit vetted drawings by Government Organisations like IIT, CBRI, etc.
 - x. 3D views
- o. Co-ordination and follow up support with the Indian railways.
- p. The Consultant shall prepare and make presentation to various committees like MDDA, RLDA, and at any competent Authority etc. at State Government level and Government of India level, as and when required, with all the key-personnels (finalized at the time of Signing of Contract).
- q. **Bid Process Management (preparation of Bid documents and award of contract):**
 - i. Based on discussions with all stakeholders and approval from to MDDA, the consultant shall Prepare consolidated bid documents, technical specifications, contract drawings, final bills of quantities, EMP and any other necessary

information required for successful tendering and implementation of contracts. The Bid document should be in accordance with State Government guidelines/State Procurement Rules. Under this task the Consultant is required to do the following:

- ii. Assist MDDA in all aspects of procurement including issuing bid invitation, addendum/corrigendum, and clarifications to the bidders queries, assist in bid evaluation, selection of contractors/ implementing agencies;
- iii. Prepare contract documentation to include Letter of invitation, conditions of contract, specifications, design parameters; bills of quantities, etc.
- iv. The draft contract to be included in the bid documents shall, among other things, clearly define the obligations of the implementing agency with respect to financing (if applicable), design, construction, O&M, and tariffs; equitably allocate risks between the parties; and specify rules and procedures to address non- performance of contractual obligations.
- v. Assist in preparation of replies of the pre-bid queries, contract negotiations and award of contract(s).
 1. Finalize arrangement for contracting including exploring options for PPP/ Service Level Agreements;
 2. Provide transaction advisory and bid process management support including preparation of bid documents, managing bid process including assist in issuing of bid invitation, addendum/corrigendum, and clarifications to the bidders queries, bid evaluation, selection of contractors, award of contract and signing of contract(s);
 3. **Preparation of Bid Documents**: The Consultants shall prepare the bid documents for selection of implementing agency for each proposed component in discussion with MDDA. The bid documents shall include but not limited to project objectives, scope of work and deliverables, timelines, contractual terms and conditions, payment terms and service levels. The tender documents shall include but not limited to expression of interest, request for qualification, request for proposal, notice inviting tender, corrigendum, addendum, contract, service level agreement (SLA) etc.
 4. **Selection of Implementing Agencies**: The Consultant shall support the Employer in managing the entire bid processes. This would include but not limited to advertising notices and tender documents, technical support for pre-bid meetings, drafting responses to pre-bid queries, appropriate modifications in tender documents, feasibility studies and detailed project reports, bid evaluation, preparation of

bid evaluation reports, issuance of letter of award, negotiations and contract execution etc.

5. Tender Documents for Selection of Implementing Agency: The tender documents would include project information memorandum (PIM) / project concept note (PCN), notice inviting tender (NIT), request for expression of interest (REOI), request for qualification (RFQ), request for proposal (RFP), Concession Agreement, Service Level Agreements, and Contracts etc.

4 copies of each report and soft copies of the drawings, AutoCAD files to be submitted to MDDA.

4. Team Composition & Qualification Requirements

The Professionals required for this assignment are categorized as Lump Sum Contract. For Lump sum Contract, the team input may be considered into home and field. The support team shall be on the need basis of the assignment, which shall be based on project preparation and/or implementation requirement.

S.No.	Position	Educational Qualifications and experience	Experience
1.	Team Leader	M.Tech. (Civil)/ M.Arch. (Urban)/ M.Plan.(Urban) 15 years	Team leader should have adequate experience of working on infrastructure/Railway Projects. He should have led for at least 5 (five) Eligible Assignments which includes development of Urban Railway/ Metro Rail necessarily including stations, airport, multi-modal transit hub, bus terminals, transit-oriented development projects.
2.	Finance Expert/PPP expert	MBA (Finance)/equivalent/CA 15 years	Should have transaction advisory experience of PPP Projects of commercial monetization of government/ private land portfolios and transport related project and private land transaction. Should have experience of managing bidding process, PPP project structuring and should have experience in at least 3 (three) eligible assignments.
3.	Transportation Expert	Master's in Transport	Should have global experience in development/ redevelopment/ commercialization of railway

S.No.	Position	Educational Qualifications and experience	Experience
		Planning 10 years	stations or operations for at least 3 (Three) Eligible Assignments.
4.	Architect	B.Arch. 10 years	Experience in preparing the architectural plans/design for development/ redevelopment/ commercialization of railway stations/urban infra structure projects for at least 3 (Three) Eligible Assignments.
5.	Urban Planner	B.Arch./ B. plan with Masters in Urban Planning 10 years	Experience in development/ redevelopment/ commercialization planning of railway stations/urban infra structure projects like transit-oriented development, local area planning for at least 3 (Three) Eligible Assignments.
6.	Landscape Expert	Masters in Landscaping 10 years	Experience in minimum two projects of atleast Rs.10 Cr. each including preparation of Technical requirement plans/pavement design/street scape/landscaping, etc.
7.	Heritage Expert	Master's Degree in Heritage Conservation 10 years	Experience in minimum two Heritage Conservation/Restoration projects of atleast Rs.50 Cr. Each.
8.	Structure Engineer	Master's Degree in Structural Engineering 10 years	Should have experience in Structural Design of minimum two Eligible Assignments.

* The team composition is indicative. The Consultant shall review the composition and suggest suitable skill-sets for specialists as per their approach and methodology.

* Selected Team Leader and Finance/PPP Expert shall be the same throughout of the project from the day of presentation, except in case of casualty.

5. Time Schedule, Deliverables and Payment Schedule

Sl. No	Deliverables	Timelines (in weeks) (M= Date of Signing of Agreement)
1.	Inception Report and Situation Analysis Report	M+2
2.	Conceptual Architectural Plans with 3D views	M+4
3.	Final Architectural Plans	M+6

4.	Draft Feasibility Study and Draft DPR with architectural drawings and lay-outs with plinth area-based cost estimates	M+10
5.	Final Feasibility Study and Final DPR with detailed working drawings, detailed architectural drawings, detailed cost estimates (incorporating the feedback and comments from the department)	M+14
6.	Submission of tender documents and agreements	M+16

S. No.	Deliverables	Payment to be made (% to the total professional fee)
1.	Approval of Inception Report and Situation Analysis Report	05
2.	Approval of Conceptual Architectural Plans with 3D views	10
3.	Approval of Final Architectural Plans	15
4.	Approval of Draft Feasibility Study and Draft DPR with architectural drawings and lay-outs with plinth area-based cost estimates	10
5.	Approval of Final Feasibility Study and Final DPR with detailed working drawings, detailed architectural drawings, detailed cost estimates (incorporating the feedback and comments from the department)	30
6.	Approval of tender documents and agreements	20
7.	On receiving Completion Certificate	10
	Grand Total	100

- 5.1. The Consultancy firm/agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the specified percentage.
- 5.2. Once a milestone is completed, the Consultancy firm/agency shall submit the requisite deliverables. The Authority shall release the requisite payment upon acceptance of the deliverables.
- 5.3. In case of early termination of the contract, the payment shall be made to the Consultancy firm/agency as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Consultancy firm/agency shall provide the details of persons reasonably worked during this period with supporting documents.

Section 6. Draft Form of Contract

I. Form of Contract

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

[Authorized Representative]

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

[Authorized Representative]

I. General Conditions of Contract

1. General Provisions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Consultant” means any private or public entity that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Employer” means the Agency who has invited the Bids for consultancy services and/ or with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (g) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of India
- (j) “Local Currency” means Indian Rupees.
- (k) “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means professionals and support staff provided by the Consultants and assigned to perform the Services or any part thereof; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).

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

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

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

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

1.5 Notices

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

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

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

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

1.8 Taxes and Duties: The Consultant and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws.

1.9 Fraud and Corruption

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

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

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

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

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

1.9.2 Measures to be taken by the Employer

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

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

1.9.3 Commissions and Fees

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

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

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

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than seven (7) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, Employer will forfeit EMD/Bank Guarantee after this notice period.

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

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.10 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

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

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

2.7 Force Majeure

2.7.1 Definition

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

such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent).

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

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

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

2.7.3 Measures to be taken:

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

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

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

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

(i) Demobilize, or

(ii) Continue with the Services to the extent possible.

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

2.8 Extension of time

The total duration of the project shall be 4 (four) months. The employer may provide extensions to the Consultant on the same terms and conditions under same agreement on mutual consent.

2.9 Suspension: The “Employer” may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding fifteen (15) days after receipt by the Consultant of such notice of suspension.

2.10 Termination

2.10.1 by the “Employer”: The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.10.

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.9 hereinabove, within fifteen(15) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.

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

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

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

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

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

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

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

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

2.9.1.2 In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Consultants.

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

(a)If the “Employer” fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within sixty (60) days after receiving written notice from the Consultant that such payment is overdue.

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

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

(d)If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the “Employer” of the Consultant’s notice specifying such breach.

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

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

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

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h), (i) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination,

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the Employer may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to Employer within 30 days of termination date.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

3.1.2 Conflict of Interests: The Consultant shall hold the “Employer’s” interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.2 Consultant not to benefit from Commissions, Discounts, etc.

3.2.1 (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Personnels and agents of either of them, similarly shall not receive any such additional payment.

3.2.1 (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Consultant shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”.

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

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

3.3 Confidentiality: Except with the prior written consent of the “Employer”, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken out by the Consultant: The Consultant (i) shall take out and maintain insurance, at their own cost but on terms and conditions approved by the “Employer”, insurance against the risks, and for the coverage specified in the SC, and (ii) at the “Employer’s request, shall provide evidence to the “Employer” showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “Employer” or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Employer” or the Employer, if so required by the “Employer” or the Employer as the case may be.

3.6 Consultant’s Actions Requiring “Employer’s Prior Approval: The Consultant shall obtain the “Employer’s prior approval in writing before taking any of the following actions:

(a) Any change or addition to the Personnel listed in Appendix B

(b) Personnels: The Consultant shall always retain full responsibility for the Services. In the event that any Personnel found by the “Employer” to be incompetent or incapable or undesirable in discharging assigned duties, the “Employer” may request the Consultant to provide a replacement, with qualifications and experience acceptable to the “Employer”.

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

3.8 Documents Prepared by the Consultant to be the Property of the “Employer”: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the “Employer’s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

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

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

4. CONSULTANTS’ PERSONNEL

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

4.2 Description of Personnel:

(a) The title, agreed job description, minimum qualification for carrying out the Services of each of the Consultant’s Key Personnel are as per the consultant’s proposal and are described in Appendix-B.

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

4.3 Approval of Personnel:

The Key Personnel listed by title as well as by name in Appendix B are hereby approved by the “Employer”. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the “Employer” for review and approval a copy of their Curriculum Vitae (CVs).

4.4 Removal and/or Replacement of Personnel:

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

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

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Project Manager/Team Leader and Finance/PPP Expert:

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

5. OBLIGATIONS OF THE “EMPLOYER”

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

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

(b) Provide to the Consultant and Personnel any such other assistance as may be specified in the SC.

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

5.3 Payment: In consideration of the Services performed by the Consultant under this Contract, the “Employer” shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract, subject to deduction of applicable taxes under applicable laws of India.

The earnest money deposit submitted at the time of bidding stage shall be refunded to the successful bidder upon furnishing of performance security i.e. 5% of Contract Value.

6. PAYMENTS TO THE CONSULTANT

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

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

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

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

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

(a)The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the specified percentage as per SC 13.

(b)Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the

deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 60 (sixty) days of receipt of it, the Employer shall release the payment to the consultant without further delay.

(c)Final Payment: The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the “Employer”. The Services shall be deemed completed and finally accepted by the “Employer” and the final report and final statement shall be deemed approved by the “Employer” as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the “Employer” unless the “Employer”, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall there upon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the “Employer” has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the “Employer” within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the “Employer” for reimbursement must be made within twelve (12) calendar months after receipt by the “Employer” of a final report and a final statement approved by the “Employer” in accordance with the above.

(d)For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the CMC/ Employer/ Competent Authority (Mention this if presentation is required) with/ without modifications to be communicated in writing by the Employer to the consultant.

(e)If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer’s right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable, and which is accepted by the Employer.

(f)All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.

(g)With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

(h)In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents.

7. FAIRNESS AND GOOD FAITH

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

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 15 (fifteen) days after receipt. If that party fails to respond within 15 (fifteen) days, or the dispute cannot be amicably settled within 30 (thirty) days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration: Any Dispute or differences whatsoever arising between the parties out of or relating to the implementation, meaning and operation or effect of this agreement or its execution or the breach thereof shall be settled by arbitration in Dehradun. The parties agree that the Sole Arbitrator shall be appointed by the parties mutually. It is a term of this agreement that in the event of any difficulty arising by reason of death, resignation, retirement, inability or refusing to act as arbitrator or if the award is set aside by any court for any such reason of procedure, it will be lawful for the Employer to appoint another person as arbitrator in place of the outgoing arbitrator. In every such case it shall be lawful for the new arbitrator to act upon the record of the proceedings as existent at that stage of the arbitration or to commence proceedings de-novo as the arbitrator in his discretion may decide. The provisions of Indian Arbitration and Conciliation Act, 1996 and any modification thereon shall govern the proceedings. The contract and the arbitration shall be governed by Indian Law only. The Award made in pursuance thereof shall be binding on the parties.

The Seat of Arbitration shall be at Dehradun and the Courts at Dehradun alone shall have jurisdiction to entertain any suit or matter arising out of this Agreement.

8.3. Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of arbitrator shall be final and binding upon both parties. The expenses of the arbitrator as determined by the arbitrator as per the Act and shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated Damages

9.1 The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract as specified in Appendix C.

9.2 The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule as specified in SC 13, the Consultant shall be liable to pay 0.5% of the total cost of the services for delay of each week or part thereof.

(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (e), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 0.5% of total cost of the services for every week or part thereof for the delay.

10. Miscellaneous provisions:

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Consultant shall notify the Employer of any material change in their status, in particular where such change would impact on performance of obligations under this Contract.

(iv) Each constituent of the Consultant shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of works/services including that of its experts under the Contract.

(v) The Consultant shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.

(vii) The Consultant shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.

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

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

11. Performance Security

The Performance Security shall be provided to the Employer no later than the date specified in the Contract and shall be issued in an amount specified in the SCC, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the total cost of services is payable.

12. Indemnity

The consultant shall, subject to the provision of the agreement indemnify the employer for an amount not exceeding the value of the agreement for any direct loss or damage caused due to any deficiency in services.

III. Special Conditions of Contract

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	The addresses are: i “Employer” :..... Attention: Mr..... Facsimile: ii Consultant: Attention: Facsimile:
2	1.7	The Authorized Representatives are: For the “Employer”: Vice Chairman, Mussoorie Dehradun Development Authority For the Consultant:
3		
4	1.9	(a) The Employer shall reimburse Goods & Service Tax (GST) payable in India as per Applicable Law. The consultant shall register itself for GST with appropriate authority in India & shall provide the Registration Certificate to the Employer. (b) GST and Tax will be deducted at source as per the prevailing Income Tax Rules.
5	1.10.3	Not Applicable
6	2.2	The time period shall be 15 days
7	2.3	The time period shall be 15 days
8	2.4	The time period shall be 4 Months
9	3.4	Limitation of the Consultants’ Liability towards the “Employer” (i) The ceiling on Consultant’s liabilities shall be limited to total cost of the Contract Value.
10	3.4	The risks and the insurance coverage shall be as follows: a.) Third Party motor vehicle liability insurance as required under India’s Motor Vehicles Act, 1988, by the Consultant or its Personnel for the period of consultancy; b.) Third Party liability insurance, with a minimum coverage of [10 Lacs]; c.) Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable as per 3.4 of SC of the consultancy; d.) Employer’s liability and Workers’ compensation insurance in respect of the

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>Personnel of the Consultant, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>e.) Insurance against loss of or damage to any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.</p> <p>f.) Any other law/rule as applicable in India.</p> <p>g.) All the Insurances shall be in the joint name of the Consultant and the Employer.</p>
11	4.5	<p>Selected Team Leader and Finance/PPP Expert shall be the same throughout of the project from the day of presentation, except in case of casualty.</p> <p>The Consultant shall prepare and make presentation to various committees like MDDA, RLDA, etc. at State Government level and Government of India level, as and when required, with all the key-personnels (finalized at the time of Signing of Contract).</p>
12	6.1(b)	The ceiling in local currency is: <i>[insert amount and currency]</i>
13	6.3	<p>For Lump Sum component:</p> <p>Based on pro rata on achievement of deliverables as mentioned in Appendix A, Description of Services.</p> <p>Deliverables as per the Point-5 “Time Schedule, Deliverables and Payment Schedule” of TOR.</p>
14	6.3 (f)	<p>The accounts are Local Currency :-</p> <p>Bank Name with Address: XXXXX IFSC Code: XXXXX Account Name: XXXXX Account Number: XXXXX</p>
15	8.3	The Arbitration proceedings shall take place in Dehradun in India.
16	9	The Liquidated Damage is applicable only for the reason solely attributable to the consultant.
17	9.3	The liquidated damages shall be applicable under following circumstances:

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>(a) If the deliverables are not submitted as per schedule as specified in SC 13, the Consultant shall be liable to pay 0.5% of the total cost of the services for delay of each week or part thereof.</p> <p>(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 0.5% of total cost of the services for every week or part thereof for the delay.</p>
18	11	<p>The consultant shall furnish within 15 (fifteen) days from date of acceptance or work order an unconditional Bank Guarantee from the Bank of an amount equivalent to 5% of the total Contract Value to be received by it towards performance security valid for a period of 1 (one) year beyond the date of completion of services. The bank guarantee shall be released only after adjusting any dues by the Employer upon expiry of 12 (twelve) months beyond the date of completion of services. The Bank guarantee shall be extendable till the complete duration.</p>

Binding signature of Employer Signed by _____

Binding signature of Consultant Signed by _____

(for and on behalf of _____ duly authorized vide Resolution No _____ dated _____ of the Board of Directors of _____)

In the presence of
(Witnesses)

1.

2.

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

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

APPENDIX B – STAFFING SCHEDULE INCLUDING CV OF ALL KEY-PERSONNELS

(Include here the agreed (negotiated staffing schedule including the engagement of sub-contractors, if any)

APPENDIX C – TOTAL COST OF SERVICES IN INR

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

Mussoorie Dehradun Development Authority

Transport Nagar, Saharanpur Road, Near ISBT, Dehradun-248001

Tel: 0135 – 6603100, 6603102

E-Mail: info@mddaonline.in/pmumdda1@gmail.com,

Website: www.mddaonline.in

REQUEST FOR PROPOSAL

Mussoorie Dehradun Development Authority (MDDA) invites RFP for selection of consultancy firm for **Feasibility Study, Detailed Master Planning, Urban Designing, Engineering & Preparation of Detailed Project Report (DPR) for Re-development of Railway Station, Dehradun**

The eligibility criteria and details are mentioned in Request of Proposal (RFP) which can be downloaded from the official website of MDDA and www.uktenders.gov.in. from 26/11/2018. RFP completed in all respect shall be submitted online on or before latest by 03:00 PM on 20/12/2018.

MDDA reserves the right to accept or reject any RFP or terminate the process at anytime without being liable to anyone.

Vice Chairman, MDDA