

**Query - 1**

<b>S. No.</b>	<b>Clause No.</b>	<b>Queries</b>	<b>Responses</b>
1	Proposal Due Date or PDD (Online submission of Technical Proposal and Financial Proposal on www.uktenders.gov.in). 03:00 P.M. on 30/10/2023	The bid document preparation requires extensive paperwork, preparation of documentation and preparing an experienced team who can lead this assignment and there are many upcoming Festival Holidays, Thus, we request if the requested extension would be provided on the submission deadline. Request you to kindly extend the due date of submission by at least 3 weeks from the date of release of queries.	No Change
2	Submission of Hard Copy of Technical Proposal along with Bid Document Fee, EMD and Power of Attorney. 4:00 P.M. on 30/10/2023	The bid document preparation requires extensive paperwork, preparation of documentation and preparing an experienced team who can lead this assignment and there are many upcoming Festival Holidays, Thus, we request if the requested extension would be provided on the Hard Copy submission. Request you to kindly extend the due date of Hard Copy submission by at least 5 days from the Proposal due date.	No Change
3	Contract Documents	We would like to request the Authority to please include Draft Contract for the RFP.	As per Annexure-1
4	New Clause Limitation of Liability	We would like to request the authority to kindly limit the consultant's liability to the contract value, We request the authority to kindly add a new clause for Limitation of Liability as follows: "In no circumstances shall Consultant's total liability for any direct damages under this Contract exceed the Fee paid to Consultant. Consultant shall not be liable to Client in tort (including negligence), breach of contract, breach of statutory duty or otherwise due to, under and/or arising out of or in connection with this Contract to the extent such loss or damage is consequential, indirect, special or punitive, whether or not Client had been advised of the likelihood of any such loss or damage. "	As per Annexure-1
5	FORM-III Team Composition & Task Assignments, & FORM-IV Format of Curriculum Vitae (CV) for Proposed Key Professionals	We would like to request the authority to kindly clarify that the consultant can propose their own team/ key professionals with respect to the project.	Consultant shall have to provide the list of personnels along with their CV Proposed for the Project.

**Query - 2**

S. No.	Clause No.	Queries	Responses
1	<p>Page no. 6 :</p> <p>a. EMD is 1,80,000.00 Document Fees : 5,900.00</p> <p>b. EMD is 1,50,000.00 Document Fees : 5,900.00</p> <p>c. EMD is 1,00,000.00 Document Fees : 5,900.00</p>	<p>We request you to allow exemption to the bidders registered with MSME Department / NSIC as per below mentioned clause:-</p> <p>“The units enlisted under Single Point Registration Scheme of NSIC are eligible to get the benefits under Public Procurement Policy for Micro &amp; Small Enterprises (MSEs) Order 2012 as notified by the Government of India, Ministry of Micro Small &amp; Medium Enterprises, New Delhi vide Hazette Notification dated 23/03/2012 and amendment vide order no. S.O. 5670 (E) dated 09/11/2018” Under the above, the below mentioned benefits are extended to the firms registered with NSIC under Public Procurement Policy:-</p> <ol style="list-style-type: none"> <li>1. Issue of the Tender documents free of cost.</li> <li>2. Exemption from payment of Earnest Money Deposit (EMD).</li> </ol> <p align="center">Kindly allow the same.</p>	<p align="center">No Change</p>
2	<p>Page no. 28 and 29: Relevant services carried out in the last seven years that best illustrate qualifications</p>	<p>Due to National lockdown in Covid from 2019-2020, 2020-2021 and 2021-2022, we request you to kindly consider similar nature of work during the last 10 years for maximum participation.</p>	<p align="center">No Change</p>
3	<p>Page no. 4 and 5 clause no. c A successful bidder will be elected under Least Cost Selection (LCS) method and procedure as described in this RFP.</p>	<p>As this is a Consultancy Tender where expertise and experience are of immense importance. Most of the organizations have already adopted the Quality and Cost based Selection (QCBS) such as CPWD, NBCC Ltd, Railways, State PWD's etc. We request your good self to consider QCBS (80:20) for the same.</p>	<p align="center">No Change</p>
4	<p>Page no. 16 &amp; 17 clause no 3 The Bidder must have at least one office in India which has been operational (providing consultancy services in Urban Infrastructure Sector) from the last Five years or more. Evidence of consultancy services should be submitted</p>	<p align="center">Kindly clarify the types of projects included in Urban Infrastructure Sector such as Residential Building, Commercial complexes, Office Buildings etc.</p>	<p align="center">Any infrastructure Project in Urban Area can be considered, such as such as Residential Building, Commercial complexes, Office Buildings etc.</p>
5	<p>Page no. 6 and clause no 2 Submission of Hard Copy of Technical Proposal along with Bid Document Fee, EMD and Power of Attorney: 4:00 P.M. on 30/10/2023</p>	<p align="center">You are requested to kindly provide 10 days for submission after uploading of pre-bid response.</p>	<p align="center">No Change</p>

DRAFT AGREEMENT

*(Any Other Clause Decided By MDDA Shall Be Incorporated As Per The Requirement of The Project At The Time Of Finalization)*

This Agreement is entered into and executed on this ..... day of ..... (Month), 2023 at Dehradun.

Between

Mussoorie Dehradun Development Authority through its ..... having its office at Transport Nagar, Saharanpur Road, Near ISBT, Dehradun– 248001 (hereinafter referred to as “**MDDA**” which expression shall include its permitted assigns and successors–in-interest) of the one Part;

AND

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

(Mussoorie Dehradun Development Authority (MDDA) and M/s ..... are hereinafter also individually referred to as a ‘Party’ and collectively as ‘Parties’).

And whereas in response to ....., the Consultant representing that it possesses the required professional skills, expertise and technical resources, submitted its financial proposal ted .....(hereinafter referred to “Proposal”) before MDDA.

And whereas MDDA on having accepted the proposal of M/s ....., issued a Letter of Award vide Letter No. .... Dated .....(hereinafter referred to as “LOA”) to M/s ..... for providing Consultancy Services for the “.....”, as defined in the “**Scope of Work/Terms of Refrence**”.

And whereas pursuant to its proposal, acceptance thereof and issuance of LOA, M/s .....has agreed to provide Consultancy Service for

..... on the terms and conditions mutually agreed between the Parties as set forth in this Agreement;

**Now, therefore the parties hereto agree as follows:**

**The following documents shall be deemed to form and be read and construed as a part of this Agreement:-**

1. .... (Annexure-1).
2. .... (Annexure-2).
3. .... (Annexure-3).

M/s ....., hereby agrees that it shall provide Consultancy Services to MDDA for the work mentioned in "....." (hereinafter referred to as the "Project"). Further M/s ..... agrees that it shall work for the project as per the directions issued by MDDA from time to time and comply with all the rules/laws/bylaws/guidelines issued by the State Govt. and/or any Statutory Authority.

**1. Scope of Work:**

M/s ...../Consultant is required to provide the following services:-

(.....)

**2. Time Framework and Payment Schedule:**

.....As per TOR

**3. General Conditions:**

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

6. M/s ..... shall be liable for any unauthentic, improper and misleading information.
7. M/s ..... shall not encroach upon any part/space in and around area and shall ensure safe and smooth movement of traffic.
8. In any circumstances, M/s ..... shall not transfer the project or any part of the project to any other identity.

**4. Change orders:**

MDDA may at any time, by a written order given to the M/s ....., make change within the general scope of the Agreement. If any such change(s) causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment shall be made in the Performance Security, Contract Price or delivery schedule, or both, as the case may be.

**5. Notices**

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

**For MDDA:**

Vice Chairman,  
Mussoorie Dehradun Development Authority  
Transport Nagar,  
Saharanpur Road, Near ISBT,  
Dehradun – 248001, Uttarakhand, India

**M/s .....:**

.....,  
.....  
.....  
.....  
.....

e-mail: .....

e-mail: .....

**6. Property Rights of Assignment outputs:**

During the course of the assignment, and on successful completion of the assignment. M/s .....shall hand over hard copies and soft copies (both) of all the reports and relevant data and information, maps diagrams, design, plan database with all linkages as developed for the assignment and all related workings & outputs, including linkages generated for executing the assignment and it shall be the sole property of the MDDA.

**7. Amendments, Modification, etc.:**

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

**8. Dispute resolution:**

**Amicable Settlement**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof:

**Dispute settlement**

If any dispute arises out of this Agreement with regard to the interpretation, meaning, work of operation or the breach of the terms of the Agreement, the matter shall be settled as per Arbitration and Conciliation Act 1996 with its amendments from time to time. The dispute shall be referred to a sole arbitrator to be appointed by the parties mutually, whose decision shall be final and binding on both the parties. The Arbitration proceedings shall be carried out at Dehradun and the seat of the Sole Arbitrator shall be at Dehradun. The fees of the Arbitrator shall be borne equally by the parties.

**9. Penalty:**

The Parties agree that in case of any delay, negligence in the work, or in the event of breach of any provisions of this Agreement, the Penalty at the rate of 0.25% of the total consultancy fees (as per this agreement) will be imposed by MDDA for each day of delay till the deliverable is finally submitted by the Consultant maximum upto 10 %.

**10. No partnership:**

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

**11. Extension:**

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

**12. Confidentiality:**

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

**13. Termination for Insolvency:**

MDDA may at any time terminate the Agreement by giving written notice to M/s ...../Consultant without, if the Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MDDA.

**14. Termination for Convenience:**

1. MDDA may, by written notice to M/s ...../consultant, terminate the Agreement, without compensation to the M/s ....., at any time for its convenience. The notice of termination shall specify that termination is for the Authority's convenience, the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.
2. The Authority shall pay the M/s ..... up to the last milestones satisfactorily achieved.

**15. Liability:**

M/s ...../ consultant shall be solely liable for the all reports, reviews and appraisal submitted to MDDA.

## **16. Other terms & conditions:**

- 16.1 M/s ...../Consultant shall be entitled to the payment of the services Satisfactorily performed from the date of submission of the deliverable with correction specified by MDDA within a period of 30 days.
- 16.2 M/s ...../Consultant shall perform the services and carry out the obligation hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.
- 16.3 Both the parties agree to endeavor to encourage exchange of information and communication through e-mail and optimize physical interaction, where appropriate.
- 16.4 Wherever required by applicable laws, MDDA shall deduct taxes at source, from the amounts payable, and shall provide to M/s ...../Consultant the appropriate tax deduction certificate evidencing payment of such taxes.
- 16.5 M/s ..... shall submit to MDDA two (2) copies of the final output as envisaged in the Scope of Services. All the reports and Agreements shall be submitted in CDs as well as in hard copies (2 sets) containing all basic as well as processed data.
- 16.6 M/s ..... shall submit the daily progress report to MDDA in the format as decided by MDDA.

## **17. Performance Security:**

M/s .....will have to execute an Agreement on a Non-Judicial Stamp paper of appropriate value and deposit Performance Security which shall be 5% of the contract value, prior to signing of Agreement.

1. The Performance Security shall be in the form of a Bank Guarantee/FDR/DD in the name of Secretary, Mussoorie Dehradun Development Authority.
2. The Performance Security shall be for the entire project duration and shall be refunded after expiry of 1 year of Agreement period/extended period, provided there is no breach of Agreement on the part of M/s .....
3. Failure of the M/s ..... to comply with the requirements and conditions/timelines shall constitute sufficient grounds for the annulment of this agreement and forfeiture of the performance security.



4. Performance Security amount in full or part may be forfeited in the following cases:
  - a. When the terms and conditions of Agreement is breached.
  - b. When the M/s ..... fails to complete the supply services satisfactorily.
  - c. In case of any delay, negligence in the work, or in the event of breach of any provisions of this Agreement.

**18. Indemnification:**

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

**19. Force Majeure:**

Neither MDDA nor M/s .....shall be liable for any delay, default or failure under this Agreement, if such delay default or failure arise as a direct consequence of force majeure including strikes, lock out, war and civil unrest. Notwithstanding the provisions of this Agreement, M/s ..... shall not be liable for forfeiture of its Performance Security, or termination for default, if any to the extent that, its delay in performance or other failure to perform its obligations under the Agreement is the result of an event of Force Majeure.

For the purpose of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a party, and which makes a party’s performance of its obligation under the agreement impossible or so impractical as to be considered impossible under the circumstances-

1. If a Force Majeure situation arises, the M/s ..... shall promptly notify the MDDA in writing of such conditions and the cause thereof. In writing, the M/s ..... shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all preventive measures for the force majeure event.
2. The Authority may terminate this Agreement, by giving a written notice of minimum 15 days to the M/s ..... being unable to perform a material portion of the services for a period of more than 15 days.

**Jurisdiction :**

The Courts in Dehradun only shall have the jurisdiction for any legal dispute arising out of this agreement.

**20. Negligence:**

That in case of negligence/ delay in submitting the reports/deliverables or lapse in work of operation on the part of M/s ....., Vice Chairman, MDDA reserves the right to terminate this Agreement and forfeit the performance security after giving reasonable opportunity to M/s ..... to show cause or make amendments to the satisfaction of MDDA within a period of 15 days.

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

**For and on behalf of**  
Mussoorie Dehradun Development Authority

**For and on behalf of**  
M/s .....

Signature: .....  
& Seal

Signature: .....  
& Seal

Name: .....

Name: .....

Designation: .....

Designation:.....

Dated: .....

Dated: .....

Witness:

Witness:

1. ....

1. ....