

Meghalayan Age Limited

CORRIGENDUM CUM REQUEST FOR PROPOSAL (RFP)
FOR
SELECTION OF AGENCY
FOR
DESIGN AND PROJECT MANAGEMENT CONSULTANCY FOR DEVELOPMENT OF RESORT AT
SOHRA UNDER MEGHALAYAN AGE LTD.

RFP Issue Date: 9th April 2021
Corrigendum: 7th May 2021

Meghalayan Age Ltd. (MAL) House No. L/A-56, Lower Nongrim Hills, Shillong East Khasi Hills Meghalaya-793003



1. DISCLAIMER

The information contained in the Request for Proposal document (“RFP”) 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.

The RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of the RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. The RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees, or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses the RFP. The assumptions, assessments, statements, and information contained in the 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 the RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the 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 the RFP or arising in any way in this Selection Process. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in the RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in the RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder / Technical Consultant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The 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 Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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Meghalayan Age Limited Shillong, Meghalaya (India)
TENDER NOTICE

Notice No. MEGHAGE/1/2021/91

Dated 07-May-2021

Main Portal: <http://www.mbda.gov.in>

Chief Administrative Officer (CAO), Meghalayan Age Limited (MAL), Shillong, Meghalaya (India), India, Ph. No. +91 03642210358 / +91 9863065161 through the process of tendering invites unconditional tender from eligible bidders for the appointment of an Agency for Design and Project Management Consultancy (PMC) for development of Resort at Sohra under Meghalayan age Ltd..

Details of Tender:

Sr. no.	Location of Projects
1	Sohra, Meghalaya

The Authority invites bidders to submit their Bids in a single-stage, two envelopes tendering process. The first envelope (Technical Bid) shall be evaluated to ensure Technical qualification. Bidding Company shall have experiences as mentioned in the RFP document. The Project will be awarded to the Eligible Bidder, with the highest techno-commercial score. Conditional tender shall not be accepted.

S No.	Activity	Tentative Date
1	Date of Issue of RFP	Start Date: 09-Apr-2021 at 17:00 hrs IST Closing Date: 24-May-2021 till 17:00hrs IST
2	Last date of submission of Pre-bid queries or clarifications	16-Apr-2021 17:00 hrs IST only at following email ID: map.meghalaya@gmail.com . Bidder who will submit the Prebid clarification through email shall get the intimation from MAL to attend the pre-bid meeting online. However, bidders interested to attend the meeting in person may attend the meeting as per below details: Chief Administrative Officer (C.A.O) Meghalayan Age Ltd. (MAL) House No. L/A-56, Lower Nongrim Hills, Shillong East Khasi Hills Meghalaya-793003. Date and Time for online and meeting and physical meeting shall be same as per below details.
3	Pre-bid Meeting	20-Apr-2021 15:00 hrs IST . Bidder shall get the link to attend the Prebid meeting one day before the Prebid meeting date.
4	Last Date of submission of Bids	Online Technical Proposal Submission: scanned copy of Technical Proposal, including the Presentation shall be submitted in the PDF files,

CORRIGENDUM CUM REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF AGENCY FOR DESIGN AND PROJECT MANAGEMENT CONSULTANCY FOR DEVELOPMENT OF RESORT AT SOHRA UNDER MEGHALAYAN AGE LTD.

		through email on map.meghalaya@gmail.com by 17:00 hours on 24-May-2021 . (Note: Bidder shall NOT submit Financial Proposal through Email) Hard copy of Technical Proposal including Presentation & Financial Proposal as per RFP document shall be submitted on following address: Chief Administrative Officer (C.A.O) Meghalayan Age Ltd. (MAL) House No. L/A-56, Lower Nongrim Hills, Shillong East Khasi Hills Meghalaya-793003 (India) Or Meghalaya House No. 9, Dr APJ Abdul Kalam Rd, Aurangzeb Road, New Delhi, Delhi 110011 by 17:00 hours on 24-May-2021 .
5	Presentation by the bidder on their concept approach and methodology	Date shall be intimated through email.

Date, Time, and Place of opening of Envelope 2 (Financial Bid) will be intimated to the Eligible Bidders by email separately.

Sr. No.	Particulars	Details
1	Bid Processing Fees	The bidder shall pay Rs. 2,000/- Bid Processing Charges (Non-refundable to be submitted in the form of a Demand Draft/Pay Order issued by one of the Nationalized /Scheduled Commercial Banks in India in favour of the “Meghalayan Age Limited” payable at Shillong only
2	Bid Security or Earnest Money Deposit (EMD)	The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) amount of Rs. 25,000/- (Rupees Twenty Five Thousand only) to be submitted in the form of a Demand Draft/Pay Order issued by one of the Nationalized /Scheduled Commercial Banks in India in favour of the “Meghalayan Age Limited” payable at Shillong only

Chief Administrative Officer (CAO)

Meghalayan Age Ltd.

House No. L/A-56, Lower Nongrim Hills, Shillong East Khasi Hills
Meghalaya-793003.

Note: As per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012, Tender sets free of cost and exemption from payment of earnest money to registered MSEs.

1. Part – 1 – Introduction

1.1. Background:

Meghalayan Age Ltd. (MAL), a Company registered under The Companies Act, 2013 was constituted by the Government of Meghalaya to prepare projects, mobilize finance, facilitate procurement, and provide credit support service for construction, development, operation, maintenance, rehabilitation, and upgradation of bankable infrastructure projects in the State of Meghalaya. MAL is now entrusted with the role of a facilitator for infrastructure projects to be executed in the State of Meghalaya. It seeks to appoint the agency for Design and Supervision of tourism related projects funded by New Development Bank (NDB) and other Tourism Projects under Meghalayan Age Ltd.

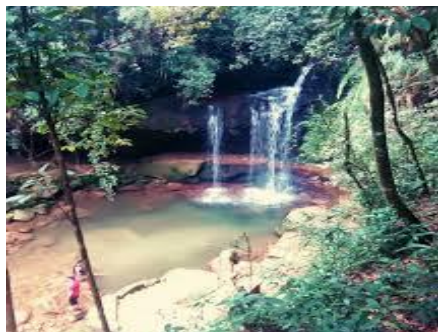
The projects are focused on a wide array of fields, right from Wildlife to Health Tourism, and from Agriculture to Adventure Tourism. The onset of COVID induced disruptions has made inter & intrastate movements difficult. This has also affected the state's ability to take developmental initiatives in far-flung regions. Given this, instead of opening new locations/ destinations, the state has decided to focus on the two main hubs - Shillong and Tura - and prioritize core infrastructure in these two hubs.

1.2. Need of the project

MAL has been mandated as nodal agency for tourism Infrastructure Development in the state of Meghalaya. In-continuation of the scope, MAL is in process of development of DPR for Resort in Sohra Meghalaya. This is one of the prestigious projects for state, so MAL and it is intended to appoint an Architect for the same.

1.2.1. Background of Sohra area:

Sohra (Cherrapunji) is a major tourist destination of the state, known for the world famous waterfalls like Nohkalikai and Seven Sister (Nohsngithiang) Falls, Caves like the Arwah and Mawsmi cave and breath-taking views of the Sohra Gorge and the plains of Bangladesh. It is known for receiving some of the highest rainfall in the world and for the Living Root Bridges.



Further it is associated with heritage tourism



being the first place in the Khasi Hills where the British set up a station. The David Scott Memorial is also located here. Sohra as a destination is now famous for resorts and homestays with many tourist spending nights in Sohra. The concept of a Heritage Village is to further develop Sohra as and to promote the rich heritage and culture of the place.

This project will cater to enhance the tourism experience, both domestic and foreign and it will help in show-casing the rich cultural and historical heritage of the area and also create jobs opportunities for the local tribal population.

Located at 25.30 N and 91.70 E, Sohra, previously known as Cherrapunjee, was established as a Sub-Division in the East Khasi Hills District of Meghalaya in 1982. Set upon a plateau that rises 600 metres above the surrounding valleys on the southern slopes of the state. The terrain in and around Cherrapunjee is an undulating one with pockets of shrubs. The steep slopes in the gorges are covered by tropical rain forests. In many places there is hardly an inch of topsoil but mostly rock outcrop. The condition of topsoil is rocky in nature and is not conducive for vegetation growth. However, geologists felt that once upon a time, the table land of Cherrapunjee must have been thickly forested.

1.2.2. Objective

The key objective of the tender is to appoint agency for Design and Supervision of for development of Resort at Sohra funded by New Development Bank (NDB). The Project site is located 3 kms from the bustling GS Road into the dense forests on the fringes of the Nongkhylllem Reserve Forest and the banks of the river Sohra amidst the coffee estate and rubber plantations. It's a heaven on earth promising a getaway that will keep the tourist yearning for more.

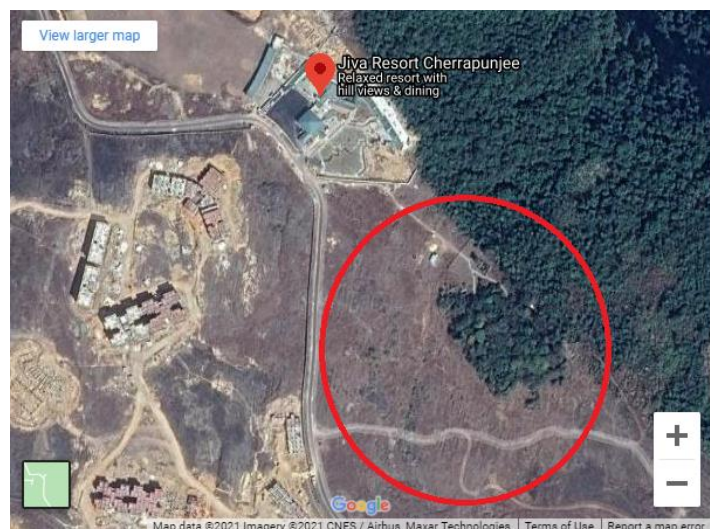
MAL is planning to develop an experiential tourist site with the comforts of a 5 star property for the tourists which will provide an unlimited selection of adventure and relaxation while brewing their own coffee, chilling in tree houses with hanging bridges, bird watching, wildlife sounds experience, river angling, butterfly park, bird sanctuary and peaceful treks.

1.2.3. Information about Project Site:

The bidders may download the Site Survey Information from the below link including the Aerial Photographs and CAD Drawing for contours information.

[Click Here to Download](#)

Site Details:



The following activities are proposed: -

- I. Development of Detailed Project Reports based on in depth study of similar Iconic properties in India or abroad.
- II. Complete Architectural Design and Master Plan of the site, Detailed Building Plans of proposed infrastructure, Traffic Circulation Plan of the Site and Surroundings, Detailed designs of internal road network, Parking (if required), etc.
- III. Structure and Services Design. Obtaining Technical Clearance from the Competent Authority.
- IV. Development of Bid Documents, Bid Process Management and Vendor onboarding for construction of proposed architecture.
- V. To ensure high standards of quality assurance in the execution of work and completion of work within stipulated period.
- VI. Comprehensive supervision of project implementation activities carried out by the Contractor to ensure complete compliance with the drawings, technical specifications and various stipulations contained in the Contract Documents
- VII. Efficient construction supervision by personnel who are experienced in modern and luxury methods of construction supervision and contract management.
- VIII. Act independently and on behalf of the MAL to review all activities associated with Construction to ensure compliance of requirements of Contract Agreement in order to have a sound Project.
- IX. Report to MAL on the financial and technical aspects of the project.
- X. Assist the MAL in arriving at an amicable settlement of dispute.
- XI. To assist the MAL for effective project monitoring by providing project management and monitoring support.
- XII. Certification of completion of construction and facilitation of handing over of the site to the Authority.
- XIII. Assistance during defects liability period to ensure timely repair of the defects.
- XIV. Appointment of Single Point of Contact (SPOC) for Works.

1.3. Due Diligence by Bidders:

- 1.3.1.** Bidders may prior to submitting their Proposals, examine the requirements at their own expense and obtain and ascertain for themselves, at their own responsibility and other information necessary for preparing their Proposals.
- 1.3.2.** Bidders shall be deemed to have full knowledge of the requirements of the work. MAL will not accept any responsibility or liability for any errors, omissions, inaccuracies, or errors of judgment with respect to information or materials provided by MAL in this RFP Document or otherwise, with respect to this Project. Although such information and materials are to the best of MAL's belief, however, their verification is the sole responsibility of Bidder.
- 1.3.3.** Neither MAL, nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information provided nor will have any

liability to any bidder which may arise from or be incurred or suffered in connection with anything contained in this RFP and the award of the work or otherwise arising in any way from the selection process.

1.4. Accessing Bidding Documents and Participation:

- 1.4.1.** The complete Bid Document can be viewed/ downloaded from the tendering portal of www.mbda.gov.in by interested bidders from 09-Apr-2021 to 07-May-2021 (up to 17:00 hrs. IST). For any help regarding downloading or submissions, Bidders may contact on Number +91 03642210358 / +91 9863065161 and Email ID map.meghalaya@gmail.com
- 1.4.2.** The amendments/ clarifications to the Bid Documents by the Authority, if any, will be uploaded on the website.

1.5. Bid Validity Period:

- 1.5.1.** Each Proposal shall indicate that it is a firm Proposal, and that the Proposal will remain valid for a period not less than one hundred and twenty (120) days from the due date of the submission of the Proposal. MAL reserves the right to reject any Proposal, which does not meet this Bid Validity Period requirement.
- 1.5.2.** MAL may request one or more extensions of the Bid Validity Period. To make such request, MAL shall give notice through email to the Bidder(s) at least three (3) working days prior to expiration of the Bid Validity Period. If any Bidder does not agree to the extension, they may withdraw by giving notice in writing to MAL of its decision prior to the expiration of the Bid Validity Period. In case, MAL does not receive any written notice of withdrawal prior to expiration of the Bid Validity Period, the requested extension shall be deemed to have been accepted by the Bidder(s).
- 1.5.3.** When an extension of the Bid Validity Period is made, Bidders shall not be permitted to change the terms and conditions of their Bids.
- 1.5.4.** The Bid Validity Period of the Successful Bidder shall be automatically extended till the date on which the Agreement is signed and is in force.

1.6. Tender Schedule:

S No.	Activity	Tentative Date
1	Date of Issue of RFP	Start Date: 09-Apr-2021 at 17:00 hrs IST Closing Date: 24-May-2021 till 17:00hrs IST
2	Last date of submission of Pre-	16-Apr-2021 17:00 hrs IST only at following email ID: map.meghalaya@gmail.com . Bidder who will submit the Prebid clarification through email shall get the intimation from MAL to

	bid queries or clarifications	attend the pre-bid meeting online. However, bidders interested to attend the meeting in person may attend the meeting as per below details: Chief Administrative Officer (C.A.O) Meghalayan Age Ltd. (MAL) House No. L/A-56, Lower Nongrim Hills, Shillong East Khasi Hills Meghalaya-793003. Date and Time for online and meeting and physical meeting shall be same as per below details.
3	Pre-bid Meeting	20-Apr-2021 15:00 hrs IST . Bidder shall get the link to attend the Prebid meeting one day before the Prebid meeting date.
4	Last Date of submission of Bids	Online Technical Proposal Submission: scanned copy of Technical Proposal, including the Presentation shall be submitted in the PDF files, through email on map.meghalaya@gmail.com by 17:00 hours on 24-May-2021 . (Note: Bidder shall NOT submit Financial Proposal through Email) Hard copy of Technical Proposal including Presentation & Financial Proposal as per RFP document shall be submitted on following address: Chief Administrative Officer (C.A.O) Meghalayan Age Ltd. (MAL) House No. L/A-56, Lower Nongrim Hills, Shillong East Khasi Hills Meghalaya-793003 (India) Or Meghalaya House No. 9, Dr APJ Abdul Kalam Rd, Aurangzeb Road, New Delhi, Delhi 110011 by 17:00 hours on 24-May-2021 .
5	Presentation by the bidder on their concept approach and methodology	Date shall be intimated through email.

1.7. Communications:

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

Chief Administrative Officer (CAO)),
Meghalayan Age Ltd. (MAL)
House No. L/A-56, Lower Nongrim Hills,
Shillong East Khasi Hills
Meghalaya-793003.

2. Part – 2: Instructions to the Bidders.

A- GENERAL:

2.1. Scope of Proposal:

- 2.1.1.** Detailed description of the objectives, Scope of services, Deliverables and other requirements relating to these services are specified in this RFP. In case the Bidder/Firm possesses the requisite Experience and capabilities required for undertaking the Services, it may participate in the Selection Process. The manner in which the Proposal is required to be submitted, evaluated, and accepted is explained in this RFP. Consortium is allowed with Firms as well as Individuals (For Key Resource onboarding). A Maximum of four member's consortium is allowed for this participation.
- 2.1.2.** Bidders are advised that the selection of Agency shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.1.3.** The Bidder shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The Bid shall be submitted in two envelopes system (Technical proposal and Financial Proposal) within prescribed schedule. The Technical proposal shall be submitted in the form at Appendix-1 and the Financial Proposal shall be submitted in the form at Appendix-2. Upon selection, the Bidder shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.
- 2.1.4. Eligibility Criteria:**
- a) The Bidder (Lead Partner in case of Consortium) shall be a private company/public company/Government undertaking/partnership/ constituted in accordance with the relevant law.
 - b) The proposed bidder *shall* be in existence for more than 5 years as on 31st March 2021.
 - c) The agency must have experience of at least 2 number of similar projects preceding proposal due date, certificate Copy of Agreement/Work Order/Completion certificate needs to enclose.
 - d) The bidder *shall* have an annual average turnover of INR 1 Crores certified by chartered accountant during last 3 (three) financial years ending 31.03.2020

(2017-18, 2018-19 and 2019-20). Copies of Audited Balance sheet & Turnover Certificate from Chartered Accountant certifying the same need to be enclosed.

- e) The Firm shall have positive net worth of as on 31st March 2020, Net-worth certificate from chartered accountant needs to be enclosed.

Note: Similar Projects “Design & Masterplan/Construction Supervision/Project Management Consultancy for Tourist Accommodations/ Iconic properties related to tourism activities/ Hotels in line with tourism promotion/ tourism related infrastructure. All the projects claimed for evaluation and marking shall have project cost equal to or more than 25 Cr” in last 10 Years.

2.1.5. Project Team & Site Team

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

Project Team Details					
Sr. No	Expert	Desired qualification and experience (Weightage 20%)	Desired experience (Weightage 80%)	No. of Positions	Time Duration (Months)
1	Principal Architect	Graduate / Postgraduate Degree in Architecture from an accredited college	Should have minimum 5 years of experience in Tourism infrastructure projects of similar magnitude and nature.	1	6
2	Team Leader	B Tech Civil or B. Arch along with master’s degree or equivalent	Should have experience of at least 10 years in experience in Tourism infrastructure projects.	1	12
3	Deputy Project Manager	B.Tech. Civil or B. Arch or equivalent	Should have minimum 7 years of experience in and Tourism	1	12

Project Team Details					
Sr. No	Expert	Desired qualification and experience (Weightage 20%)	Desired experience (Weightage 80%)	No. of Positions	Time Duration (Months)
			infrastructure projects.		
4	Environmental and Social Specialist	Environmental Engineer, or equivalent	Should have minimum 7 years of experience	1	6
5	Procurement & Contract specialist	B. Tech (Civil) and master's degree in relevant field	Should have minimum 7 years of experience in Tourism infrastructure projects.	1	3
6	Finance expert / Quantity Surveyor	Master's in quantity Surveyor or master's degree in finance or CA or equivalent	Should have minimum 5 years of experience in Tourism infrastructure projects.	1	3
7	Quality Control / Material Engineer	Minimum 5 years of Experience as Material Engineer / Geo tech Engineer .	Should have minimum 5 years of experience in infrastructure projects.	1	6

Site Team Details					
Sr. No	Expert	Desired qualification and experience	Desired experience	No. of Positions	Time Duration (Months)
1	Site Engineer – (Site Coordinator)	B. Tech Civil Engineer	Should have minimum 5 years of experience in	1	12

Site Team Details					
Sr. No	Expert	Desired qualification and experience	Desired experience	No. of Positions	Time Duration (Months)
			Tourism infrastructure projects.		
2	Support Staff	B. Tech / Diploma Civil Engineer	Should have minimum 3 years of experience.	2	12

2.1.6. Consultant has to setup office at Shillong and Sohra

- **Project team** Onsite Team Deployment not required for project.
- **Site Supervision** Team shall be visit regularly to Sohra Project Site Locations for monitoring and supervision of site works.

2.2. Conditions of Eligibility of Bidders:

2.2.1. Bidders must carefully read the minimum Conditions of Eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2. To be Eligible for Evaluation of its Proposal, the Bidder shall fulfil the following:

- Technical Capacity:** The Bidder shall have Technical capacity as per Eligibility Criteria specified in Clause 2.1.4.
- Availability of Key Personnel:** All the key experts should be present during execution and for all important meetings.

2.2.3. The Bidder should submit a Power of Attorney as per the Appendix provided, however, that such Power of Attorney would not be required if the Application is signed by the Director of the Bidder.

2.2.4. Any entity which has been barred by the Central Government or state Government, from participating in any project and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

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

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

2.3. Conflict of Interest:

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

2.3.2. The Authority requires that the Agency provides professional, objective, and impartial advice and at all times hold the Authority’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3. A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Associate is less than 5% (five per cent) of the subscribed and paid up equity share

capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- (d) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- (e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Bidder; or
- (f) there is a conflict among this, and other assignments of the Bidder (including its personnel and Sub-Contractors) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Agency will depend on the circumstances of each case. While providing services to the Authority for this particular assignment, the Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) the Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s), or sub-contractor(s) (or any
- (h) constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or

Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above. For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4.** A Bidder eventually appointed to provide Services for this Project, and its consortium Partner or Associates, shall be disqualified from subsequently providing goods or works or services related to the construction of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to similar assignments granted by banks/ lenders at any time. For the avoidance of doubt, an entity affiliated with the Agency shall include a partner in the Agency’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Agency, as the case may be, and any Associate thereof.

2.4. Number of Proposals:

No Bidder shall submit more than one Application for the Work.

2.5. Cost of Proposal:

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

2.6. Acknowledgement by Bidder:

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

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- d) satisfied itself about all matters, things, and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

2.7. Right to reject any or all Proposals:

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

2.7.2. Without prejudice to the generality of Clause 2.7.1, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal. Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B DOCUMENTS:

2.8. Contents of the RFP:

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

Request for Proposal

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

Schedule 1: Terms of Reference (TOR)

Schedule 2: Model RFP: Form of Agreement

Annex-1: Terms of Reference

Annex-2: Deployment of Personnel

Annex-3: Estimate of Personnel Costs

Annex-4: Approved Sub-Contractor(s)

Annex-5: Cost of Services

Annex-6: Payment Schedule

Annex-7: Bank Guarantee for Performance Security

- 8 Appendices

Appendix –1: Technical Proposal

- I. Form 1: Letter of Proposal
- II. Form 2: Particulars of the Bidder
- III. Form 3: Power of Attorney
- IV. Form 4: Technical Capacity of the Bidder
- V. Form 5: Financial Capacity of Bidder
- VI. Form 6: Particulars of Key Personnel along with their CVs
- VII. Form 7: Proposed Methodology and Work Plan and deployment of personnel schedule
- VIII. Form 8: Envelope 1 - Index

Appendix-2: Financial Proposal

Form 1: Covering Letter

Form 2: Financial Proposal

2.9. Clarifications:

2.9.1. Bidders requiring any clarification on the RFP may send their queries to the Authority, through email only with subject line as follows:

“Pre-Bid queries - <Agency’s Name>”.

The reply to the pre-bid queries and any addendum/corrigendum shall be uploaded on the website.

2.9.2. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.9 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.10. Amendment of RFP:

2.10.1. At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.

2.10.2. The amendments will be uploaded on the website and will be binding on all Bidders.

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

C PREPARATION AND SUBMISSION OF PROPOSAL:

2.11. Language:

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

2.12. Format and signing of Proposal:

2.12.1. The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.12.2. The Bidder shall submit the proposal as prescribed in the chapter "Methodology of Bid Submission". In case of any queries, bidders may contact the MAL officials on any working days on contact numbers provided.

2.12.3. The Bidders need to submit the hard copy of the technical and financial proposal for technical and financial evaluation with supporting documents. The Proposals must be properly signed by the authorised representative (the “**Authorised Representative**”)

A copy of the Power of Attorney in the form specified in Appendix-1, Form-3 shall accompany the Proposal.

2.12.4. Bidders should note the Bid Submission Date/ Proposal Due Date, as specified in Clause 1.6, for submission of Bids. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Bid submission Date. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.22.

2.13. Technical Envelope No.1:

The Bidder shall submit all the documents as per formats provided in the RFP document.

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

- a) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- b) Power of Attorney, if applicable, is executed as per Applicable Laws;
- c) CVs of all Professional Personnel have been included;
- d) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 of the RFP;
- e) No alternative proposal for any Key Personnel is being made and only one CV is proposed for each position.
- f) The CVs have been recently signed and dated by the respective Personnel and countersigned by the Bidder.
- g) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- h) Professional Personnel proposed have good working knowledge of English language.
- k) No Key Personnel should have attained the age of 75 (seventy-five) years at the time of submitting the proposal; and
- l) The proposal is responsive in terms of Clause 2.20.

2.13.1. Failure to comply with the requirements spelt out in this Clause 2.12 shall make the Proposal liable to be rejected.

2.13.2. If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Services to the Bidder may also be liable to cancellation in such an event.

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

2.13.4. The proposed team shall be composed of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and

managerial/support staff (the “**Support Personnel**”) such that the Agency should be able to complete the Services within the specified time schedule. The Key Personnel specified in Clause 2.1.5 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Service. The CV of each such Professional Personnel, if any, should also be submitted in the format as Appendix.

- 2.13.5.** A Bidder may, if it considers necessary, propose suitable Consortium partner in specific areas of expertise. Credentials of such Consortium partner should be submitted along with Form 6.
- 2.13.6.** The Authority reserves the right to verify all statements, information, and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 2.13.7.** In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Bidder or Agency, as the case may be.

In such an event, the Authority may claim as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost, and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.14. Financial Envelope No.2:

- 2.14.1.** The Bidder shall submit the financial proposal as per format provided in the RFP document. The Bidder shall clearly indicate the total cost of the Services (Item [F]

of Appendix-2, Form-2) as a percentage of total approved amount. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.14.2. While submitting the Financial Proposal, the Bidder shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iii) Costs shall be expressed as per financial formats in INR.

2.15. Submission of Proposal:

- 2.15.1.** The Bidders shall submit the Technical and Financial Proposal as prescribed in 2.13 & 2.14
- 2.15.2.** On prescribed date of bid submission, Bidder need to submit all the documents in physical form as per format provided in the RFP document.
- 2.15.3.** The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate and only information that is directly relevant should be provided.
- 2.15.4.** The rates quoted shall be firm throughout the period of performance of the assignment by the Authority and discharge of all obligations of the Agency under the Agreement.

2.16. Proposal Due Date/ Bid Submission Date:

- 2.16.1.** Proposal should be submitted in the manner and form of tender as detailed in this RFP.

- 2.16.2.** The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

2.17. Late Proposals submissions:

Only Proposals received as per tendering process will be entertained. Proposals received after the specified time mentioned in the schedule specified in clause 1.6 will not be entertained.

2.18. Modification/ substitution/ withdrawal of Proposals:

- 2.18.1.** No alteration /modification to the submitted Proposal shall be allowed.

- 2.18.2.** No Proposal shall be withdrawn by the Bidder on or after the Proposal Due Date.

2.19. Bid Processing Charges and Bid Security or Earnest Money Deposit (EMD):

The technical proposal shall be accompanied by the Bid Security and Bid Processing charges as specified herein.

- 2.19.1.** The bidder shall pay Rs. 2,000/- (Two Thousand Only) Bid Processing Charges (Nonrefundable) through. Demand Draft/Pay Order issued by one of the Nationalized /Scheduled Commercial Banks in India in favor of the “**Meghalayan Age Limited**”. payable at Shillong only.

- 2.19.2.** The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) amount of Rs. 25,000/- (Rupees Twenty Five Thousand only) to be submitted in the form of a Demand Draft/Pay Order issued by one of the Nationalized /Scheduled Commercial Banks in India in favor of the “**Meghalayan Age Limited**” payable at Shillong only. The EMD shall be refundable to unsuccessful bidder not later than 120 (one hundred and twenty) days from the Bid Due Date. Except in case of the 2nd ranked bidder. EMD of the 2nd ranked bidder shall be returned on signing of the agreement with the selected bidder. The selected bidder's EMD shall be returned upon submission of Performance Security.

- a) Any Bid not accompanied by the EMD shall be summarily rejected by the MAL as non-responsive.
- b) The EMD of unsuccessful Bidders shall be returned promptly without any interest.
- c) The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the MAL under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:

- d) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the MAL;
- e) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
- f) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice;
- g) In the case of the Preferred Bidder, if the Bidder fails within the specified time limit to:
 - I. Sign and return the duplicate copy of LOA;
 - II. Furnish the required Performance Security within the period prescribed there;
 - III. Sign the Agreement.
- h) Any other conditions, with respect to the Preferred Bidder, for which forfeiture of Bid Security has been provided under this RFP.

D EVALUATION PROCESS:

2.20. Evaluation of Proposals:

- 2.20.1.** The Authority shall open the Proposals on the Proposal Due Date.
- 2.20.2.** Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- (a) the Technical Proposal is received in the form specified at Appendix-1;
 - (b) it is submitted by the Proposal Due Date including any extension thereof pursuant to Clause 2.16;
 - (c) it is accompanied by the Power of Attorney as specified in RFP;
 - (d) it contains all the information (complete in all respects) as requested in the RFP;
 - (e) it does not contain any condition or qualification.
 - (f) it is accompanied by the Bid Security and Bid Processing Charges as specified in Clause 2.19.1 and 2.19.2
- 2.20.3.** The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.20.4.** The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 3.1 and the criteria set out in Part 3 of this RFP.
- 2.20.5.** After the technical evaluation, the Authority shall prepare a list of short-listed Bidders. Shortlisted bidders shall be intimated for technical presentation on the concept note and approach and methodology. The final shortlisted bidder shall be informed in terms of Clause 3.2 for opening of their Financial Proposals. A date and time will be notified to all Bidders for announcing the result of evaluation and Financial Envelope-C1 opening. Before opening of the Financial Proposals, the list of short-listed Bidders along with their Technical Score will be declared. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

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

2.20.7. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors, or assigns, but shall be binding against the Bidder if the Work is subsequently awarded to it.

2.21. Confidentiality:

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

2.22. Clarifications:

2.22.1. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.22.2. If a Bidder does not provide clarifications sought under Clause 2.22.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

E APPOINTMENT OF AGENCY:

2.23. Negotiations:

- 2.23.1.** The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal but will be for re-confirming the obligations of the Agency under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations.
- 2.23.2.** The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Authority.

2.24. Substitution of Key Personnel:

- 2.24.1.** The Authority will not normally consider any request of the Selected Bidder for substitution of Key Personnel as the ranking of the Bidder is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority and subject to conditions in the Bid Document.
- 2.24.2.** The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health.
- 2.24.3.** Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Bidder or termination of the Agreement. Further the substitution by equivalent or above with prior permission of MAL in Force Majeure cases can be considered on case to case basis.

2.25. Indemnity:

The Agency shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.26. Award of Work:

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

2.27. Execution of Agreement:

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

2.28. Commencement of Assignment:

The Agency shall commence the Services at the Project site within 7 (seven) days of the date of the issuance of LOA or such other date as may be mutually agreed. If the Agency fails to either sign the Agreement as specified in Clause 2.27 or commence the assignment as specified herein, the Authority may invite the second ranked Bidder for negotiations. In such an event, the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of RFP.

2.29. Proprietary Data:

Subject to the provisions under RFP, all documents and other information provided by the Authority or submitted by the Bidder to the Authority shall remain or become the property of the Authority. Bidders and the Agency, as the case may be, are to treat all information as strictly confidential. The Authority will not return any proposal, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Agency to the Authority in relation to the Work shall be the property of the Authority.

2.30. Communication between Bidders and MAL:

All communication, unless specified otherwise, on this RFP Document to MAL shall be addressed to the person and address mentioned in 1.6.

2.31. General Provision:

2.31.1. Non-Discriminatory and Transparent Bidding Proceedings:

MAL shall ensure that the rules for the Bid Process for the Project are applied in a non-discriminatory, transparent, and objective manner. MAL shall not provide to any Bidder, information with regard to the Project or the Bidding Process, which may have the effect of restricting competition

2.31.2. Prohibition against Collusion with other Bidder:

Each Bidder shall submit a single bid. Each Bidder shall warrant by its Bid that the contents of its Bid have been arrived at independently. Any Bid which has been arrived at through consultation, collusion, or understanding with any other prospective Bidder for the purpose of restricting competition shall be deemed to be invalid. and the Bidder shall lose its Bid Security

2.31.3. Entity Barred from Bidding:

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

2.31.4. Ongoing Legal dispute with MAL:

Any entity which has ongoing legal dispute with MAL, and such dispute is under an arbitral or judicial authority shall not be eligible to submit a Proposal either by itself or through its Associate.

3. Part – 3: Criteria for Evaluation.

3.1. Evaluation of Technical Proposals

3.1.1. In the first stage, the Technical Proposal will be evaluated on the basis of Bidder's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Bidders whose Technical Proposals get a score of 70 marks or more out of 100 shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (S_T).

3.1.2. The scoring criteria to be used for evaluation shall be as follows.

Sr. No.	Requirements	Marks
A	Financial Strength Related	15
	Annual average turnover in last 3 (three) financial years ending 31.03.2020 (2017-18, 2018-19 and 2019-20).	15
I.	• Rs. 50 lacs to less than 75 lacs	5
II.	• Rs. 75 lacs to less than 1 crores	10
III.	• Rs. 1 crores and above	15
B	Similar Project Experience	15
	The agency must have experience in Similar activities	15
I.	• Minimum 2 Projects	5
II.	• Above 2 Projects	2.5 Marks each
C	Key personnel's qualifications and Experience	20
I.	• Principal Architect	8
II.	• Team Leader	4
III.	• Deputy Project Manager	2
IV.	• Environmental and Social Specialist	2
V.	• Procurement & Contract specialist	2
VI.	• Finance Expert	2
D	Presentation of previous innovative work and Proposed Concept	50
I.	• Presentation of previous similar iconic projects	15
II.	• Presentation of Concept-plan, methodology and Site Appreciation for development of proposed site	35
	Total (A+B+C+D)	100

20% of total marks shall be given to the individual positions for qualification and rest 80% marks shall be for similar work experience. Individual having the Maximum number of similar projects shall get the full marks and rest other individuals shall get marks in percentile basis corresponding to the individual having maximum number of similar project experience

Note: Bidder has to meet the minimum eligibility requirement for each individual position for further marking under this clause.

The bidder will have to enclose presentation on the concept note along with the technical Proposal to MAL. The presentation shall cover in sufficient detail the appreciation of the project, method statement for the assignment covering approach & methodology, proposed organizational structure, work program, implementation strategy, proposal to save time and cost, etc.

3.2. Short-listing of Bidders:

All the bidder having score more than 60 shall be considered as short-listed bidder for financial evaluation in the second stage. However, if the number of such Pre-Qualified Bidders is less than two, the Authority may, in its sole discretion, Pre-Qualify the Bidder(s) whose technical score is less than 60 percent marks even if such Bidder(s) do(es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of Pre-Qualified and short-listed Bidders shall not exceed two.

3.3. Evaluation of Financial Proposal:

3.3.1. In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S_F).

3.3.2. For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

3.3.3. The Authority will determine whether the Financial Proposals are complete, unqualified, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Agency. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F \quad (F = \text{amount of Financial Proposal quoted by other Bidder other than the lowest Financial Proposal } (F_M))$$

3.4. Combined and Final Evaluation:

3.4.1. Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_W + S_F \times F_W$$

Where S is the combined score, and T_W and F_W are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20, respectively.

The Selected Bidder shall be the first ranked Bidder (having the highest combined score). The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws or fails to comply with the requirements specified in Clauses 2.23, 2.26, 2.27 and 2.28, as the case may be.

4. Part – 4: Fraud & Corrupt Practices

- 4.1. The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost, and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- 4.2. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Bidder or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Agency, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior

to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4.4. Inducements:

Any effort by a Bidder to influence processing of Bids or to award decision by MAL, or any officer, agent or Advisor thereof may result in the rejection of such Bidder’s Bid. In such a rejection of Bid the Bidder shall lose its Bid Security.

5. Part – 5: Pre-Bid Queries format

5.1. Pre-Bid Queries and clarifications:

5.1.1. Bidders requiring any clarification on the RFP may send their queries to the Authority on or before the date mentioned in 1.6, through email only with subject line as follows:

“Pre-Bid queries - <Agency’s Name>” and in the WORD format as given below.

5.1.2. The reply to the pre-bid queries and any addendum/corrigendum shall be uploaded on the website.

5.1.3. The Format of the pre-bid queries

Sub: Request for Proposal (RFP) for selection of agency for design and project management consultancy for development of Resort at Sohra funded by New Development Bank (NDB) and other Tourism Projects under Meghalayan Age Ltd.

Sr. No.	Part	Clause No. and	Original Clause in the RFP	Change Requested/ Clarification required
1				
2				
3				

Name and complete official address of prospective Bidder

Name of the Bidder’s Contact Person:

Email:

Mobile No.:

Telephone:

Fax No.:

Signature:

Name of the Authorized signatory: Company seal:

Date and Stamped

Note: Bidder who will submit the Prebid clarification through email shall get the intimation from MAL to attend the pre-bid online .

6. Part – 6: Miscellaneous

- 6.1.** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Shillong shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2.** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
 - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3.** It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4.** All documents and other information supplied by the Authority or submitted by the Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 6.5.** The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

PART – 7 SCHEDULES

7. SCHEDULE-1: Terms of Reference (TOR)

7.1. GENERAL:

MAL has been mandated as nodal agency for tourism & other associated Infrastructure Development in the state of Meghalaya. In-continuation of the scope, MAL is in process of selection of agency for design and project management consultancy for development of Resort at Sohra funded by New Development Bank (NDB). This is one of the prestigious projects for state and MAL as this project will boost the tourism activity in the state by providing unique experience filled with luxury and comfort.

7.2. OBJECTIVE:

The State of Meghalaya envisages an integrated and holistic approach to develop tourism across the State in a comprehensive and sustainable manner, with the intention to increase the footfalls of both the international and domestic tourists. The objectives of consulting service are as follows:

- a) Development of Detailed Project Reports based on in depth study of similar properties in India or abroad.
- b) Complete Architectural Design and Master Plan of the site, Detailed Building Plans of proposed infrastructure, Traffic Circulation Plan of the Site and Surroundings, Detailed designs of internal road network, Parking (if required), etc.
- c) Structure and Services Design. Obtaining Technical Clearance from the Competent Authority.
- d) Development of Bid Documents, Bid Process Management and Vendor onboarding for construction of proposed architecture.
- e) To ensure high standards of quality assurance in the execution of work and completion of work within stipulated period.
- f) Comprehensive supervision of project implementation activities carried out by the Contractor to ensure complete compliance with the drawings, technical specifications and various stipulations contained in the Contract Documents
- g) Efficient construction supervision by personnel who are experienced in modern and luxury methods of construction supervision and contract management.
- h) Act independently and on behalf of the MAL to review all activities associated with Construction to ensure compliance of requirements of Contract Agreement in order to have a sound Project.
- i) Report to MAL on the financial and technical aspects of the project.
- j) Assist the MAL in arriving at an amicable settlement of dispute.
- k) To assist the MAL for effective project monitoring by providing project management and monitoring support.
- l) Certification of completion of construction and facilitation of handing over of the site to the Authority.
- m) Assistance during defects liability period to ensure timely repair of the defects.
- n) Appointment of Single Point of Contact (SPOC) for Works.

7.3. SCOPE OF SERVICES:

The agency will undertake the following services in-line with the objective of the project.

The Scope of the Consulting services includes but is not limited to the following activities:

- a) Stage 1: Development of Detailed Project Reports based on in depth study of similar Iconic properties in India or abroad.
- b) Stage 2: Preparation of Design Criteria, Manual, Development of Bid Documents & Assistance in Bid Process Management.
- c) Stage 3: Construction Supervision of projects approved by MAL or agency associated by MAL for further implementation or execution.
 - a. The Consultant will be responsible for the supervision of all construction work. The Consultant will administer the Construction Contract and ensure that the contractual clauses, with respect to both quality and quantity of work are respected and the works are constructed in accordance with the provisions of the Construction Contracts. The Consultant will be required to nominate a Representative who will be full time resident at the Project.
 - b. The Supervision Consultant will make all necessary measurements and control the quality of works. The Supervision Consultant will make all engineering decisions required for the successful and timely implementation of the Construction Contracts in consultation with the MAL.
 - c. The Supervision Consultant shall undertake a review of the Construction Contracts for the purpose of identifying any omissions, which compromise the completeness or consistency of the design. This review shall be carried out immediately after the services commence and shall be completed within two months. On completion of the review, the supervision consultant shall prepare a report on this review which sets out all findings and recommendations for making good any omissions identified. Notwithstanding the above, the Supervision Consultant shall immediately inform the MAL of any omission which may have a substantial impact on the Project at the time the omission is uncovered. The Supervision Consultant shall submit four copies of the review report to the MAL.
 - d. In addition to or as an expansion of the activities and responsibilities required of the MAL, as detailed in Construction Contracts, the Supervision Consultant will, interalia, undertake, but not limited to the following:

7.3.1. Stage 1: Preparation of Detailed Project Report comprising

1. Carry out investigations & survey, levelling wherever required for preparation of DPRs.
2. Propose futuristic, innovative, and iconic structural designs keeping in view of the below mentioned benchmark properties showcasing luxury properties. This shall be brief concept level outlines for the site based on principles of sustainable tourism:
 - a. The Machan, Maharashtra
 - b. Vythiri Resort, Lakkidi, Kerala
 - c. Suro Treehouse Resort, Near Shimla, Himachal Pradesh
 - d. Rainforest Resort, Athirapally Falls, Kerala

- e. Tree House Resort, Jaipur, Rajasthan
- f. Marmalade Springs Plantation Resort, Kalpetta, Kerala
- g. Dream Catcher Plantation Resort, Munnar, Kerala
- h. Nature Zone Jungle Resort, Munnar, Kerala
- i. Kama Kethna Ecological Retreat, Goa
- j. Manali Tree House Cottages, Himachal Pradesh
- k. Pugdundee Safaris Tree House Hideaway, Bandhavgarh, Madhya Pradesh

Note: The limited list above is for indicative purpose only to give an idea of what kind of infrastructure MAL is envisaging for this project. The Architect may consider other similar luxury properties for analysis and inspiration. It will be the responsibility of the Architect to maintain freshness to the design and avoid any copyright or patent infringements if any.

- 3. Detailed Architectural drawings considering the local byelaws.
- 4. Detailed Structural Drawings
- 5. Detailed Services plan (Electrical, Public Health, HVAC, rain harvesting and others as per requirement and compliance with national and local standards)
- 6. Detailed Landscape Plan/drawings
- 7. Detailed estimates and Bill of Quantities as per prevailing district Schedule of Rates
- 8. Coordinate and obtain Technical and Administrative Sanctions/Approvals from state and central governments.
- 9. Coordinate and obtain clearances from concerned line Departments such as environment, National Highway Authority of India, Forest, Fire etc.

7.3.2. Stage 2: Assistance in Bid Process Management

- 1. Development of Bid Document
- 2. Assistance to MAL during Prebid meetings
- 3. Assistance to MAL in evaluation of technical and commercial proposals
- 4. Assistance to MAL in finalization of contract and award of work
- 5. Assistance to MAL in appointing contractors/developers for implementing projects under EPC.

7.3.3. Stage 3: Construction Supervision

7.3.3.1. Project Inception

- I. At this stage, the Consultant shall conduct a preliminary review of standard contract documents, drawings, specifications, materials reports and status of the work for the current contracts to obtain understanding of the scope and complexities of the assignment. This exercise will also include familiarization with the Environment and Social Framework (ESMF) and Environment Management Plans (EMP).
- II. The Consultant will also have discussions with the key stakeholders at MAL to understand implementation status, basis for site selection, the various manuals

and guidelines prepared for the project, specific concerns of MAL (if any) and the nature and frequency of various field tests to be performed on civil works and reporting arrangements.

- III. After the initial study and discussions, the Consultant will prepare and submit a Project Inception Report, within 30 days of issue of work order. The Inception report would include items like
- a) Detailed methodology for execution of the audit, including the various tests that will be conducted and outlining quality audit procedures.
 - b) Detailed methodology for checking compliance to Environment and Social Management Framework (ESMF) including the EMPs and applicable laws pertaining to environment protection and labour welfare.
 - c) Audit plan for the first year clearly identifying the audit stage for each type of work.
 - d) Overall team deployment schedule
 - e) Reporting formats including schedule of reporting and verification of compliance to observations.
 - f) Reporting and escalation protocols including methodology for integrating the audit results in payment certification system and
 - g) Evaluation of the project MIS and suggesting updating requirements for capturing the audit reports, compliance and linking with payment certification system with assistance of MIS Specialist deployed by the MAL.

7.3.3.2. General

- I. administer the construction contracts, approve materials, issue orders to the Contractors in consultation with the MAL and ensure that the quality of the works is in accordance with contractual specifications;
- II. approve/suggest modifications in the Contractor's work program, material sources, etc.;
- III. monitor progress of the Works, identify causes, or potential causes, of any delay and advise the MAL of suitable corrective actions in a timely manner;
- IV. review and approve Contractor's proposed personnel for positions nominated in the Contract;
- V. provide assistance to the Engineer-in charge in respect of contract implementation claims and other matters;
- VI. advise and assist the Engineer-in charge with respect to the dispute, the appeal of dispute or litigation relating to the works, whenever required;
- VII. provide other specialist services relevant to the Project as may be agreed to during negotiations or ordered by the Engineer-in charge;

- VIII. ensure that the construction methods as proposed by the Contractor for carrying out the works are satisfactory, with particular reference to the technical requirements of sound environmental standards, inspection of Contractor's construction equipment, safety of the works, property, personnel, and general public.
- IX. prepare and issue the following reports, the format and content for each report is to be acceptable to the MAL;
 - a. an Inception Report, to be submitted within 10 days of commencement of services, 4 copies to be submitted to the Engineer-in charge;
 - b. a brief monthly progress report, which should be limited to 5 pages and be submitted within 7 days of the end of each month, 4 copies to be submitted to the MAL;
 - c. a detailed quarterly report, to be submitted within 14 days of the end of each quarter. Quarterly reports should include description of project activities illustrated by progress/completion photographs, status of any delays and contractual claims and details of all latest financial projections, 4 copies to be submitted to the MAL;
 - d. a detailed Contract Completion Report of which, 5 copies to be submitted to the MAL;
 - e. a Quality Assurance Manual, detailing all QA/QC procedures, to be submitted within 10 days of commencement of services, 6 copies to be submitted to the MAL;
- X. ensure that working drawings as issued to the Contractor are complete consistent and coherent across the entire project;

7.3.3.3. Construction Supervision

- i. assist MAL in proper monitoring/progress of works and implementation of the project through computer aided project management techniques;
- ii. approve Contractor's proposed designs/drawings for temporary works;
- iii. check Contractor's setting out for conformance with the working drawings;
- iv. inspect at regular intervals the Contractor's plant and facilities, for both construction production work and workers accommodation, to ensure that they conform with both the conditions of contract and all government regulations;
- v. inspect all the Contractor's safety measures, including labour welfare, notify immediately both the Employer and the Contractor of any infringement or violation;
- vi. maintain records, working/as-built drawings, test data, details of various correspondence and diaries in the formats approved/specified by the MAL;

- vii. at the completion of the contract verify the “as-built drawing” as true record of the works as constructed;
- viii. assist MAL in coordination work with different agencies and hold meetings for proper and timely implementation of the Project;
- ix. liaise and coordinate with relevant authorities to remove all obstacles and encumbrances from the project site, including utility relocation and tree cutting, as required.

7.3.3.4. Environment Management Plan

The Consultant will be responsible and ensure that the contractor maintains all the EMP as per contractual clauses

7.3.3.5. Measurement and Payment

- i. make measurements and keep measurement records, including the measurement books issued to him by the MAL;
- ii. to check the consumption of the materials of executed items from the original bills/challans of the suppliers;
- iii. issue interim certificates for progress payments;
- iv. certify completion of part or all of the works;
- v. prepare quarterly cash flow projections for the MAL in a format acceptable to the MAL. Cash flows should identify budget estimates for all outstanding work;
- vi. maintain records of all plant, labour and materials used in the construction of the Works;
- vii. check Contractor’s materials ordering schedule;
- viii. analyze any contractual claim submitted by the Contractor and prepare a report for the MAL addressing the contractual basis, in terms of both technical and financial issues, for the claim and recommendations for a response to the Contractor;

7.3.3.6. Quality Control

During the inception for first quarter and subsequently at the beginning of each quarter an audit plan will be prepared in consultation with MAL. Each site shall be audited at least once during each stage of work and for certification of compliance of reported non compliances. The audit plan would be updated quarterly and may be revised on the basis of findings of the audits conducted in the preceding quarter.

7.3.3.7. Execution of audits

1. The Consultant's Quality Assurance Plan shall include but not be limited to the following:
 - I. Check the setting out of the Contractor.
 - II. Review of all concrete mix designs proposed by the Contractors and approve/suggest modifications in the mix design, laying methods, sampling and testing procedure, and quality control measures, to ensure required standard and consistency in quality at the commencement of items;
 - III. Check the Calibration of the Contractor's Plants and Equipment
 - IV. Evolve a system of Quality Assurance of works, including, but not limited to establishing testing frequencies and acceptance criteria for all construction activities based on the Specifications mentioned in the construction contract agreement or international best practice where such Specifications is not mentioned in the construction contract;
 - V. Testing and sampling frequencies shall be in accordance with the instructions of the MAL
 - VI. Inspect the performance of the work with regard to workmanship, compliance with the specifications all necessary testing required for acceptance of any item of work;
 - VII. Inspect all material sources nominated by the Contractor and recommend the same for approval to the MAL;
 - VIII. Assess and check the laboratory and field tests carried out by the Contractors and carry out independent tests;
 - IX. Issue orders to the Contractor to remove or make good any work which is found to be;
 - a) Not in accordance with the drawings;
 - b) Not in accordance with the specifications in terms of either work method or materials specification;
 - c) Covering work which has not been inspected for acceptance or reflected as unacceptable;
 - X. Maintain records of all testing work, including cross referencing to items of work to which each test refers and location from which any samples were obtained for testing.
2. The execution of audits will be in accordance with the approach and methodology agreed in the Inception Report and in accordance with the audit plan. In general, the purpose of quality audit exercise is to ensure that the works are:
 - I. Executed according to the designs, drawings and specifications as specified in the bidding documents / applicable standards, and that good engineering practices are followed in construction.

- II. True to desired lines, levels, and finishing.
 - III. Executed following the EMP provisions included in the bidding documents and in general follow the agreed provisions in the ESMF. iv. Executed following the relevant laws / statutes and practices / guidelines related to workers welfare, safety at worksite, insurances, etc.
3. The quality audit at construction sites shall include (but not be limited to) the following:
 4. Assess independently the quality of construction vis-à-vis the standards specified in the bidding documents and good engineering practices including disaster resistant construction standards.
 5. Review the degree of quality control exercised during the construction by the contractor maintaining adequate arrangements / practices (tests, numbers, frequency, approach, and timing etc.) / documentation (QC registers, test reports, observations of supervisory staff, compliances etc.) and the degree of monitoring done by the line department identify non-compliances and suggests necessary improvements and compliance methodologies.
 6. Through the agreed Audit strategy and a series of test procedures:
 - a. Review that the materials have been procured stored and used in accordance with the quality standard requirements set forth in the contract agreement.
 - b. Review that the workmanship of the work confirms to specified standards.
 - c. Review that the test reports of the materials / workmanship that were tested by the contract as required in the individual contract document are satisfactory.
 7. Carry out additional testing of the materials and works where necessary at site or in the approved laboratories. Care should be taken to minimize the additional testing and shall preferably be carried out where a prime facie doubt arises related to quality of works and / or compliance of standards.
 8. Review the action taken on the earlier reported non-compliances and re-certify including following up with the heads of implementing agencies for action on earlier reported non-compliances.
 9. Assist the MAL in resolving the issues related to non-compliances. The consultant's responsibility does not end by merely pointing the defects rather they should facilitate the follow up action required to rectify the defects.
 10. Create photo documentation of quality related issues including its compliances with date and geo tags.
 11. Check and report on compliance to:
 - a. Environment Management Plans (EMP) defined in the contract document and the Resettlement Action Plans (RAP) mentioned in the DPR

- b. Environment laws / regulations of Govt. of India and rules formulated by the concerned State Government.
 - c. Labor laws/ regulations applicable to construction sites.
 - d. Safety management at the construction sites as per the relevant IS codes.
 - e. Any other check and report on compliance as per site requirements
- 12. Review of all concrete mix design proposed by the Contractors and approve/suggest modifications in the mix design, laying methods, sampling and testing procedure, and quality control measures, to ensure required standard and consistency in quality at the commencement of items;
- 13. Evolve a system of Quality Assurance of works, including, but not limited to establishing testing frequencies and acceptance criteria for all construction activities based on best practice;
- 14. inspect the performance of the work with regard to workmanship, compliance with the specifications all necessary testing required for acceptance of any item of work;
- 15. inspect and approve all material sources nominated by the Contractor;
- 16. assess and check the laboratory and field tests carried out by the Contractors and carry out independent tests;
- 17. issue orders to the Contractor(s) in consultation with the MAL to remove or make good any work which is found to be;
 - a. not in accordance with the drawings;
 - b. not in accordance with the specifications in terms of either work method or materials specification;
 - c. covering work which has not been inspected for acceptance or rejected as unacceptable;
- 18. maintain records of all testing work, including cross referencing to items of work to which each test refers and location from which any samples were obtained for testing;
- 19. The Consultants shall also
 - a. Inspect, review, and report the adequacy and competence of contractor's staff, labor, and machinery.
 - b. Review contractors work program and advice on need for corrective measures in cases where such matters are referred by the Engineers.
- 20. Review the works progress in accordance with agreed milestones and work schedules and provide regular updates to including need for increasing resources and / or change in work plan for timely execution.
- 21. Subject to quality of works covered under every bill submitted, counter-sign the Quality certificate as applicable.
- 22. All the apparatus and equipment for the field testing shall be procured by the contractor at its own cost. The contractor shall be free to take back these apparatus

and equipment on completion of the contract. The tests shall include all common tests as specified by technical specification and as prescribed by BIS. Where use of back office laboratory is necessary, contractor will take the samples and get it tested in accredited/approved laboratories. The minor testing equipment includes as but is not limited to: sieves and weights, moisture meter, soil density meter, temperature recorder, surface finish recording instruments such as straight edges, measuring tapes, calipers, etc. for 'on spot field testing' of material and workmanship.

23. In case any specific quality testing is required by the MAL for any work within the site, it shall be carried out and report shall be furnished with a reasonable time.
24. To the extent possible field testing and sampling shall be done in the presence of Engineer/Contractor's representative and the process should be photo documented with geo tagging.
25. The Consultant will use approved laboratory in the region which will be first inspected and recommended for accrediting by Consultant under the project by MAL. The identification and certification of the testing agency will be specific to the tests that can be carried out in a particular laboratory.
26. The Consultant may propose alternative independent testing laboratories also. Full details and information on the testing laboratories are to be provided. On approval the alternative laboratories may be used.
27. It is proposed that some field visits shall also be carried out without advance information to be decided randomly.
28. Upon field inspection and tests the Consultants, where required and in critical cases through the Engineer in Charge shall arrange to issue 'stop work' notice in consultation with MAL, to the contractors and assist in remedying the defects. This shall be done only in exceptional cases where continuance of works may jeopardize the ultimate quality and safety of structure, safety of workers and of third parties etc.
29. The Contract Documents are the basis of all works to be undertaken under the Project. These are standard documents which will be made available to the Consultant
30. The Supervision Consultant will process interim and final payments to the contractor. Interim monthly payments shall be based on interim payment certificates processed by the Supervision Consultant following claims filed by the Contractor within the ambit of the Contract. The Supervision Consultant will be accountable for the quality and the quantities of the work. Whenever final measurements are to be made, the Supervision Consultant's Senior Resident Engineer will inform the Contractor several days in advance. The representative of MAL's participation in such measurements will not be mandatory; however, he may wish to participate or be represented by his representative, to check any measurement.

31. Supervision Consultant and his staff shall also carry out such duties and exercise authority as may be delegated to him by the MAL. The MAL may, from time to time, delegate any of the duties and authorities and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Contractor.
32. The Supervision Consultant shall, if so, required by the MAL, provide any of the following Services as Additional Services; (a) prepare reports, including technical appraisals, additional contract documentation and/or reviewing and commenting on Contractor's proposals, as may be required for any additional work required for the successful completion of the Project; and (b) provision of any other specialist services as may be required from time to time.
33. All Additional Services, other than minor extras which do not materially affect the scope of work, will be authorized by the MAL at the rates established in the Construction Supervision Contract, or, when services require the use of specialists not listed in the Contract, as mutually agreed upon.

7.3.3.8. Reporting

- i. MAL will be the nodal agency for the execution of this assignment. The consultants will submit all the reports to MAL as per the specified timelines with the assistance of MIS Specialist deployed by the MAL.
- ii. The field visits – which shall be an ongoing activity – shall be undertaken as per the audit strategy finalized. Audit reports would be prepared once a week covering the sites visited and submitted within 3 days of completion of the week. The reports shall highlight for each contract package, status and progress of work, audit opinion, status of compliance to earlier observations, critical issues, and follow-up actions. Any critical issues needing stoppage of work need to be reported immediately to the MAL, through different means (telephone, SMS, e-mail, fax etc.) In addition to the site level reports, consolidated reports would be submitted every month and quarter, compiling the findings in the site reports, summary audit opinion, corrective actions, progress of works and issues etc. The Consultant may be also required to make presentations on audit findings at the designated forums as and when required by the client.
- iii. Annual review report would be submitted at the end of financial year and a final review report would be submitted at the end of the project / this consultancy assignment. The monthly, quarterly annual, and final review reports should also include good practices and lessons learnt with regard to quality systems and ESMF implementation.

- iv. In addition, the consultant will comply with any other reporting requirements as agreed in the project inception stage. Reports on non-compliances are to be transmitted immediately (on real time basis through email/ other means) and the communication shall be simultaneous to the concerned engineer, line department and the MAL.
- v. The Consultant would facilitate the MIS Specialist deployed by the MAL in uploading the site visit reports, audit findings, suggested corrective action, status of completion of corrective action etc. in the project monitoring system

7.3.4. Scope not exhaustive

The Scope of Services specified in the above Paragraphs are not exhaustive and the Consultant shall undertake such other tasks as may be necessary for the successful completion of the project.

7.4. Construction Supervision (Stage 3): Deliverables and Timeline

Sr. No.	Deliverables	Timeline
1	Inception Report	Within 30 days of signing the contract
2	Audit strategy	Within 1 month of signing the contract (for the first year) as part of Inception Report. Next years-Within 7 days from end of financial year (subsequent years)
3	Quality Assurance Plan and Reporting Formats	By the end of 2nd Month
4	Weekly Audit Report	Within 3 days of completion of week.
5	Noncompliance event report/ Critical issue reports	Immediate
6	Monthly progress report	Within seven days of the end of reporting month
7	Quarterly Summary Report	Within 15 days from end of quarter
	Annual Review Report	Within 15 days from end of financial year
8	Final Review Report	Three months prior to winding up of the Project or completion of the Consultant's contract, whichever is earlier
9	Presentation to the MAL on the findings of the audit and suggestions	Every quarter

7.5. Payment Terms:

7.5.1. The Bidder shall quote lump sum fees per tenement for the scope of work as indicated, in the Financial Proposal.

7.5.2. The payment schedule shall be as follows: -

Sr. No.	Deliverables	Payment (%) of total amount
Stage 1: Detailed Project Report (35% of Contract Value)		
1.	Detailed Survey and collection of complete data	30% of fee payable under stage 1
2.	Submission of Draft DPR and Design Reports	30% of fee payable under stage 1
3.	Finalization of Detailed Project Report	40% of fee payable under stage 1
Stage 2: Bid Process Management (15% of Contract Value)		
1.	Submission of Draft Bid Document	30% of fee payable under stage 2
2.	Finalization of Bid Document	30% of fee payable under stage 2
3.	After award of work to successful bidder	40% of fee payable under stage 2
Stage 3: Design and Supervision (50% of Contract Value)		
1.	Submission of Inception report	10% of fee payable under stage 3
2.	Audit Strategy	10% of fee payable under stage 3
3.	At execution phase – Supervision of execution of different components	70% of fee payable under stage 3 on Prorata based on financial progress achieved once in 3 months of the construction period.
4.	Post Construction phase – taking over of completed works, handing over to the end user	10% of fee payable under stage 3.

MAL reserves the right to foreclose the agreement at any stage by giving one-month notice in case the performance is not yielding results. In that case no further payment shall be paid one-month notice to the Agency for remaining stages of the work and no claim of this account shall be entertained.

SCHEDULE-2: Format for Agreement

(To be executed on non-judicial stamp paper of Rs 100/- with the
Successful Bidder)

This Agreement (hereinafter referred to as the “**Agreement**”) is executed
this [insert] day of [insert], 2021

BY AND BETWEEN

MAL having its Registered Office / Office at ,
India (hereinafter referred to as “MAL”, which expression shall, unless the
context otherwise specifies, be deemed to mean, and include its successors and
permitted assigns) OF THE FIRST PART represented by its authorised signatory;

AND

M/s having its Registered Office / Office at
(hereinafter referred to as the Second Party or the Successful bidder), which
expression shall, unless repugnant to the meaning or context thereof, be
deemed to include its successors and permitted assigns) OF THE SECOND PART;

Whereas the First Party is desirous for Preparation of Comprehensive Tourism
Development Strategy for Meghalaya and has invited tenders describing the
works to be done from the bidders.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS;

In this agreement, the words and expressions shall have the same meaning as
are respectively assigned to them in the payment terms, the scope of work and
terms and conditions, attached with the letter of intent/Work Order issued by
the First Party and accepted by the Second Party for the works.

The following documents shall also be deemed to form and be read and
construed as part of the agreement and shall be complementary to one another.

- 1.
- 2.
- 3.

NOW IT IS HEREBY AGREED AS FOLLOWS;

1. **Project title**-----
2. **Key Personnel/s:**
 - A.
3. **Aims and Objectives:**
4. **Project Duration: 1.5 Years**
5. **Total Cost:** The total cost of the project will be Rs-----/(Rupees ----- only)
the head wise breakup of which is given in Annexure - 1:
6. **Scope of work:** The scope of the work shall be as per Annexure 2
7. **Work Plan & Timelines: Attached as per Annexure 3**
8. **Terms of Payments:**
 - a. It will be a lump sum contract for which a consolidated sum as mentioned at Clause – 3, shall be paid for the project. The amount quoted by the Agency shall be inclusive of all taxes/ levies/charges excluding GST.
 - b. It is clearly understood that no transportation, handling, labour, and/or any other charges shall be paid for mobilizing resources to the project site. or its clearance after the assignment is over.
 - c. Statutory Taxes/ TDS, if any, shall be applicable/deducted while releasing payments of contract amount.
 - d. Payment Terms is attached as an Annexure 4
9. **Monitoring & Inspection:**
 - I. **Monitoring:**
 - (i) Representative(s) of Authority shall undertake monitoring of the project and coordinate with the Agency for the completion of the project.
 - (ii) The Representative(s) of the Agency will submit day to day progress report of the work carried out in the Project directly to Authority.
 - (iii) The day to day review of the progress of work of the project/ assignment will be done by the Authority.
 - II. **Inspection:**

During the course of the Project/ Assignment Authority shall have the right to depute its representative(s) to inspect the work at sites of the project and to see the relevant records at its own cost.

 - a. Funds shall be spent exclusively on the project / assignment for which it has been sanctioned, within the stipulated time. The Agency is not permitted to seek or

utilize funds from any other organisation (Government, Semi Government, Autonomous or Private) for this assignment /project.

- b. The Agency would furnish to Authority the Project Completion Certificate along with the final Invoice for the assignment on the completion of the project/ assignment.
- c. The Agency shall not entrust any part of the work/ assignment to another party and to divert the funds provided by Authority. However, in case of exigency if such situation arises then, express permission of Authority shall have to be obtained in writing. In case the Agency is not in a position to execute or complete the project, it may be required to refund forthwith to the Authority the entire amount of funds received by it along with interest at prevailing rates.

10. Deliverables required:

- a. The required outputs of this project shall be as follows:
 - (i) Designating nodal official/s responsible as single point contact for matters pertaining to this project.
 - (ii) Progress report based on the approval of on different aspects as per the frequency decided by Authority.
 - (iii) Successful implementation of the project as per the scope of the project.
- b. A final report shall be submitted within (15) fifteen days of successful completion of the project,
- c. MAL shall have the right to call for information, sketches, designs etc. and/or any other detail necessary to enable Authority to understand the project progress and the Agency shall supply all the needed information at the request of Authority, which will ensure confidentiality.

11. Security Deposit (SD):

- a. The selected party shall deposit 5% of the contract value as performance security deposit (interest free) to Authority by way of Demand Draft/Bank guarantee. The EMD of Rs. 25,000/- (Rs. Twenty Five Thousand only) deposited by the Agency shall be retained by Authority and converted into SD on acceptance of this order. The Agency shall deposit the demand draft or Bank guarantee for the balance amount to make it 5% of the total value of the contract.
- b. **Forfeiture of SD:**

The SD shall be retained by Authority till all obligations under this contract are fulfilled by the party & the same shall be paid within 30 days of full & final payment by Authority. However, the entire SD shall be forfeited in case of non-performance or non-completion of work as per the terms and conditions stipulated in the contract.

12. Validity of Rates:

The rates quoted by the Agency shall remain firm till the completion of work. No increase in rates for any reason whatsoever shall be entertained under any circumstances.

13. Liability of the Agency:

- i. The Agency's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- ii. The Agency shall, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- iii. The Parties hereto agree that in case of negligence or willful misconduct on the part of the Agency or on the part of any person or firm acting on behalf of the Agency in carrying out the works, the Agency, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
 - a. for any indirect or consequential loss or damage; and
 - b. for any direct loss or damage that exceeds
 - I. the Agreement Value set forth in this Agreement, or
 - II. the proceeds the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability in accordance with Clause whichever of (a) or (b) is higher.

This limitation of liability specified in this Clause shall not affect the Agency's liability, if any, for damage to Third Parties caused by the Agency or any person or firm acting on behalf of the Agency in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

14. Insurance to be taken out by the Agency:

- I. The Agency shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub- Contractor to take out and maintain, at its (or the Sub- Contractors', as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverage, as specified in the Agreement and in accordance with good industry practice.
- II. Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Agency shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified, or allowed to expire or lapse during the term of this Agreement.
- III. If the Agency fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations

of the Agency, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premium and recover the costs thereof from the Agency, and the Agency shall be liable to pay such amounts on demand by the Authority.

- IV. Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Agency and the Agency shall procure an undertaking from the insurance company to this effect; provided that in the event the Agency has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Agency or require an undertaking to that effect.
- V. The Parties agree that the risks and coverage shall include but not be limited to the following:
 - (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of three times of the agreement value (Amounting-----Rs. -----only).
 - (b) Employer's liability and workers' compensation insurance in respect of the Personnel of the Agency and of any Sub- Contractors, in accordance with Applicable Laws; and professional liability insurance for an amount no less than the Agreement Value.
 - (c) The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the three times of the agreement value.

15. Penalty or Liquidated damages for delay –

1% of the Project Execution Cost amount subject to maximum of Rs.25000/- per week or part thereof. The total liquidated damages of delay should be subject to an overall maximum of 10% of the Project Execution Cost. In case, the agency is not able to perform as per the satisfaction of the MAL or in case of in-ordinary delay, the MAL reserves the right to terminate the Contract and the firm will be liable to compensate for the loss. In pursuant to an order/direction of Government of India or any statutory authority, the First Party is constrained to foreclose this agreement before the period of completion, the agreement shall be treated as close with effect from the date of the foreclosure notice

16. Termination of Contract

This agreement shall be effective on the date hereof and shall constitute in full force until completion of the services or terminated earlier as per the clause below. The Agreement may be terminated if any party is in the breach of any of its obligation under the agreement and breach has not been remedied within 45 days of the intimation to party in breach requiring the breach to be remedied.

Except as otherwise specifically provided herein, the termination of this agreement for any reason whatsoever shall be without prejudice to any rights or obligation accrued to or in the respect of the parties prior to the date of termination shall not release any party from any liability that at the time of termination has already accrued to any other party or which thereafter may accrue in the respect of any act or omission taken or suffered prior to or on such termination nor shall any such termination hereof shall affect in any way the survival of any right, duty or obligation, if any such party which is expressly stated to survive termination hereof,

The communication of termination of this agreement shall be by mean of written notice (“Termination notice”)

The contract can be terminated any time by either party upon giving three months’ notice to the other party and in the event of such termination, the Second Party shall be liable to refund the excess amount paid/payment, if any made to him over and above what is due to him on the date of termination and the First Party will be entitled to make full use of all or any of the material prepared.

That the Second Party shall comply with all applicable permits and Applicable Laws in the performance of the obligations under this Agreement

17. Conflict of Interest

The Agency shall not receive any remuneration in connection with the assignment except as provided in the contract. The Agency and its affiliates shall not engage in consulting activities that conflict with the interest of the client (Authority) under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the “Services” under the ongoing contract. It shall be the requirement of the contract that the Agency shall provide professional, objective, and impartial advice and at all times hold the client’s interest’s paramount, without any consideration for future work, and that in providing advice the agency avoid conflicts with other assignments and their own corporate interests. Agency has confirmed that this assignment is not in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of Authority.

18. Relationship with MAL’s staff:

The Agency undertakes and certifies that they are including their personnel and associate partners have no relationship with such member(s) of the MAL staff of the project implementation, who are directly or indirectly involved in any part of ; (i) the

preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract.

19. Professional Liability:

The Agency undertake to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. In case Authority finds that the assignment has not been progressing as per the plan or has not been completed with the professional standards expected from the Agency, then it shall have the right to cancel the project and get the same conducted through any other organisation/ contractor at the risk and cost of the Agency.

20. Staff Substitution:

During an assignment, if substitution is necessary (for example, because of ill health or because a staff member proves to be unsuitable, or the member is no longer working with the Agency), the Agency shall propose other staff of at least the same level of qualifications, for approval by the Authority. Approval for any such substitution shall be the sole discretion of Authority. In any case, no escalation in cost shall be considered which may arise due to such substitution of staff/s.

21. Standards of ethics:

- I. Both the parties to this Agreement confirm and undertake that they shall observe the highest standards of ethics during the process of entering into this contract and shall maintain the same high standards of ethics in execution of this contract. The Agency shall not resort to any kind of;
 - “corrupt practice” i.e. offering, giving, receiving, or soliciting anything of value to influence the action of a public official in the selection process or in contract execution;
 - “fraudulent practice” i.e. a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract,
 - “Collusive practice” i.e. a scheme or arrangement between two or more contractors with or without the knowledge of the Authority, designed to establish prices at artificial non-competitive levels.
 - “Coercive practice” i.e. harming or threatening to harm, directly or indirectly, persons or their property to influence their participation or affect the execution of contract.
- II. It is further provided that: -
 - a. Authority shall be at liberty to reject a proposal for award if it determines that the Agency has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - b. The Authority shall declare the Agency ineligible, either indefinitely or for a stated period of time, for the award of a Government contract if it, at any time,

determines that the Agency has engaged in corrupt or fraudulent practices in competing for, or in executing the contract;

The Authority has the right to inspect the accounts and records of the Agency to performance of the contract and to have them audited by auditors appointed by the Authority

22. Arbitration:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out or relating to the Contract, designs, specifications, estimates, instructions, order or these conditions or otherwise concerning the works, or execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the CEO of the MAL for appointment of an Arbitrator under the Arbitration & Conciliation Act, 1996 as amended till date. The sole Arbitrator so appointed shall not have any direct or indirect or any past or present relationship or interest in any of the parties

23. Jurisdiction:

This contract shall be subject to Shillong jurisdiction and court of competent jurisdiction at Shillong and shall have exclusive jurisdiction in regard to the matter under the Indian Arbitration and Conciliation Act, 1996. The parties agree and confer jurisdiction to Shillong Courts in the event of any disputes and that no other court shall have jurisdiction to any matter under this contract.

24. Intellectual Property rights:

The Agency shall undertake that the documents or part of the final report prepared by them in consultation with Authority shall not be used by them elsewhere. The intellectual property rights for the same will remain with Authority.

25. Force Majeure:

Neither party shall be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restriction or instruction, Natural calamities or catastrophe, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by government agencies. epidemics or disturbances in the country. The party affected by an event of force majeure will immediately notify the other party of such an event and will also notify the unaffected party on cessation of disability resulting from such Force Majeure Act. A Party affected by an event of Force Majeure shall take appropriate action to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

26. Notice

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

27. Severability

In the event that any provision of this Agreement is held to be invalid or unenforceable, by any court of law the remaining provisions of this Agreement will remain in full force and effect, if the parties mutually so agree in writing

In witness whereof the parties mentioned above have signed on the date, month and year stated above.

Agreed for and behalf of

Agreed by Second Party

MAL (First Party)

(Name and Signature with seal)
seal) In the presence of

(Name and Signature with
in the presence of

Witness:

Witness:

1.

1.

2.

2.

Annex- 7

Bank Guarantee for Performance Security

To

In consideration of MAL (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and assigns) having awarded to M/s, having its office at (hereinafter referred as the “Agency” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors, and assigns), vide the Authority’s Agreement no. Dated Valued at Rs..... (Rupees), (hereinafter referred to as the “Agreement”) Services for Design and Supervision of tourism related projects funded by New Development Bank and other Tourism projects under Meghalayan Age Ltd., and the Agency having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

1. We, (hereinafter referred to as the “Bank”) at the request of the Agency do hereby undertake to pay to the Authority an amount not exceeding Rs..... (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Agency 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 Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Agency of any of the terms or conditions contained in the said Agreement or by reason of the Agency’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 exceeding Rs. (Rupees).
3. We, (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Agency 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 there under and the Agency 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 taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
5. We, (indicate the name of Bank) further agree with the Authority that the Authority 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 Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Agency 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 Agency or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Agency 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 Agency(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 Authority 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 Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 180 days after the date of this Guarantee)].

For.....

Name of Bank:

Seal of the Bank:

Dated, the day of, 20

(Signature, name, and designation of the authorized signatory)

NOTES:

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

SCHEDULE-3: Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions the RFP and shall be read together therewith in dealing with specific cases.
2. Agency's should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Agency's should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and Agency or between Agency's and present or future Developer. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and Agencies:
 - (i) Potential Agency should not be privy to information from the Authority which is not available to others; or
 - (ii) potential Agency should not have defined the project when earlier working for the Authority; or
 - (iii) potential Agency should not have recently worked for the Authority overseeing the project.
 - (b) Agency's:
 - (i) no Agency should be involved in owning or operating entities resulting from the project; or
 - (ii) no Agency should bid for works arising from the project.

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

4. The normal way to identify conflicts of interest is through self-declaration by Agency's. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the Agency become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the Agency's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be

accepted only in exceptional cases upon full disclosure by an Agency coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if Agency drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when Agency advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority, but which will generate further work for the Agency. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Agency to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Agency should not only avoid any conflict of interest; they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

PART – 8 : Appendix 1: Technical Proposal

Technical Envelop No.1. (T1)

APPENDIX-1

Form –1: Letter of Proposal
(On Firm's Letter Head)

Date:

Place:

To,

Chief Administrative Officer (CAO))
Meghalayan Age Limited (MAL)
House No. L/A-56, Lower Nongrim Hills,
Shillong East Khasi Hills
Meghalaya-793003.

Sub: Selection of Agency for Design and Supervision of tourism related projects funded by New Development Bank (NDB) and other Tourism Projects under Meghalayan Age Ltd in the state of Meghalaya.

Dear Sir,

1. With reference to your RFP Document of the captioned subject, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Agency for Providing Services. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment of Agency for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our associate 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.
7. I/We declare that:
 - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - b. I/We do not have any conflict of interest in accordance with RFP Document;

- c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
- d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Part 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
- 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 Agency, without incurring any liability to the Applicants in accordance with the RFP document.
- 9. I/We declare that we/any member of the team, are/is not a Member of a/any other bidder applying for Selection as an Agency.
- 10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our consortium partner or 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 work 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 Consortium Partner or Associates.
- 12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Consortium Partner or Associates or against our CEO or any of our Directors.
- 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 Agency or in connection with the Selection Process itself in respect of the above mentioned Project.
- 14. We have paid Bid Processing Charges through Demand Draft.
- 15. I/We have submitted Bid Security through demand draft, which we are submitting as per the time mentioned to the office of the Chief Administrative Officer (MAL).
- 16. 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 work for the Project is not awarded to me/us or our proposal is not opened or rejected.

17. I/We agree to keep this offer valid for 120 (One Twenty Days) days from the Proposal Due Date specified in the RFP.
18. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents.
19. In the event of my/our Firm being selected as the Agency, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
20. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Project.
21. The Bid is submitted in two envelopes system within prescribed schedule, the Technical Proposal & Financial Proposal shall constitute the Application which shall be binding on us.
22. 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 authorized signatory)

(Name and seal of the Applicant / Lead Member)

APPENDIX-1

Form – 2: Particulars of the Bidder

Sr. No.	Items	Description
1	Name of the Project	Request for Proposal (RPF) for Selection of Agency for Design and project management consultancy for development of Resort at Sohra funded by New Development Bank (NDB) and other Tourism Projects under Meghalayan Age Ltd in the state of Meghalaya
2	State the structure of the Bidder's organization (Bidder to complete/delete as appropriate) Individual Firm: Other (Please specify):	
3	State the following for the Individual Firm: 1. Name of Company or Firm 2. Legal status (e.g. incorporated private company, unincorporated business, etc.) 3. Country of incorporation 4. Registered address 5. Year of Incorporation 6. Year of commencement of business 7. Principal place of business: 8. Brief description of the Company including details of its main lines of business Details of individual(s) who will serve as the point of contact communication for the MAL within the Company: (a) Name (b) Designation (c) Company (d) Address (e) Telephone Number (f) E-Mail Address (g) Fax Number Name, Designation, Address and Phone Numbers of Authorized Signatory of the (a) Bidder: (b) Name: (c) Designation: (d) Company: (e) Address: (f) Phone No. / Fax No.: (g) E-Mail Address:	

(Signature, name, and designation of the authorized signatory)

(Name and seal of the Applicant / Lead Member)

APPENDIX-1

Form – 2A: Particulars of the Consortium Partner

Sr. No.	Items	Description
1	Name of the Project	Request for Proposal (RFP) for selection of agency for design and project management consultancy for development of Resort at Sohra under Meghalayan age ltd.
2	State the structure of the Bidder's organization (Bidder to complete / delete as appropriate) Individual Firm: Other (Please specify):	
3	State the following for the Individual Firm: 1. Name of Company or Firm 2. Legal status (e.g. incorporated private company, unincorporated business, etc.) 3. Country of incorporation 4. Registered address 5. Year of Incorporation 6. Year of commencement of business 7. Principal place of business: 8. Brief description of the Company including details of its main lines of business Details of individual(s) who will serve as the point of contact communication for the MAL within the Company: (a) Name (b) Designation (c) Company (d) Address (e) Telephone Number (f) E-Mail Address (g) Fax Number Name, Designation, Address and Phone Numbers of Authorized Signatory of the (a) Bidder: (b) Name: (c) Designation: (d) Company: (e) Address: (f) Phone No. / Fax No.: (g) E-Mail Address:	

(Signature, name, and designation of the authorized signatory)

(Name and seal of the Applicant / Lead Member)

APPENDIX-1

Form – 3 A: Power of Attorney for Signing of the Bid by Bidder

Know all men by these presents, we, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) 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 bid for the Selection of Agency for Design and Supervision of tourism related projects funded by New Development Bank (NDB) and other Tourism Projects under Meghalayan Age Ltd in the state of Meghalaya including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney 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, 2021

For.....

(Signature, name, designation, and address) Witnesses:

1

2

Accepted Notarized

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

APPENDIX-1

Form – 3 B: Power of Attorney for Lead Member of the Consortium

Whereas the Meghalayan Age Limited. (the “Authority”) has invited bids from qualified parties for the Selection of an Agency for Design and Supervision of tourism related projects funded by New Development Bank (NDB) and other Tourism Projects under Meghalayan Age Ltd in the state of Meghalaya (“**Project**”) Whereas,,and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification cum Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s, having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Project, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

CORRIGENDUM CUM REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF AGENCY FOR DESIGN AND PROJECT MANAGEMENT CONSULTANCY FOR DEVELOPMENT OF RESORT AT SOHRA UNDER MEGHALAYAN AGE LTD.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2021

For (Signature, Name & Title)

For (Signature, Name & Title)

APPENDIX-1

Form – 4: Documents with completion certificates for proof as per the requirements of the Technical Capacity

APPENDIX-1

Form – 5: Financial Capacity of the Bidder

S. No	Financial Year #	Annual Revenue (in Rs.)
1.	2017-18	
2.	2018-19	
3.	2019-20	
	Net worth as on 31/03/2020 is Rs. _____	
	Certificate from the Statutory Auditor^{\$}	
This is to certify that the above financial position extracted from the audited financial statement of M/s ----- (Name of Bidder) for the last three completed accounting years up to 2019-20 are correct. Name of the audit firm: Seal of the audit firm Date: (Signature, name, and designation of the authorized signatory)		

CORRIGENDUM CUM REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF AGENCY FOR DESIGN AND PROJECT MANAGEMENT CONSULTANCY FOR
DEVELOPMENT OF RESORT AT SOHRA UNDER MEGHALAYAN AGE LTD.

APPENDIX-1

Form – 6: Particulars of Key Personnel

Sr. No.	Key Personnel	Name of Key Personnel	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments*
					Name of Firm	Responsibilities	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	Team Leader						
2	Deputy Project Manager						
3	Environmental and Social Specialist						
4	Procurement & Contract specialist						
5	Architect						
6	Finance Expert						
* Attach CVs of Key Personnel, which will be evaluated							

(Signature, Name and Designation of the authorized signatory)

Form 6 A: Form for Curriculum Vitae (C.V) for Proposed Key Personnel or Other Professional Personnel

1. Proposed Position:

2. Name of Personnel:

3. Date of Birth:

4. Nationality:

5. Educational Qualification:

(Summarize college/university and other specialized education of Personnel, giving degrees obtained).

6. Employment Record:

(Starting with present position, list in reversed order, and every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. Experience period of specific assignment must be clearly mentioned).

7. Relevant Project Experience

Furnish list of relevant project experience which describe the suitability and eligibility of the Personnel for this Work with brief description of role, responsibility and duration of the services performed; brief description of the project.

8. Summary of the CV

(Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV).

A) Education:

- a) Field of Graduation and year
- b) Field of Post-Graduation and year
- c) Field of PhD and Year

B) Professional Experience as below:

- i) Total professional experience: _____ Yrs.
- ii) Positions held:
 - a) _____ Yrs.
 - b) _____ Yrs.
- iii) Essential Work Experience: _____ Yrs.

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

Certification:

- i) I am willing to work on the project and I will be available for entire duration of the project assignment as required.
- ii) I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself my qualification and my experience.

Place.....

(Signature and name of the Key Personnel)

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

APPENDIX-1

Form – 7: Proposed Methodology & Work Plan.

(Refer Clause 3.1.2)

The descriptive part of submission under this will be detailed precisely under the following topics.

1) Understanding of TOR.

The Bidder will submit his understanding of the TOR specified in the RFP in a brief manner underlying the crucial and important aspects of it. The Bidder may supplement various requirements of the TOR if he considers this would bring more clarity and improvements over the existing requirements and assist in achieving the various tasks laid down in the TOR.

2) Methodology and Work Plan

The Bidder will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Bidder will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Bidder should specify the sequence and locations of important activities and provide a quality assurance plan for carrying out the Services.

NOTE: Marks will be deducted for writing lengthy and out of context responses. Approach and Methodology shall be limited to 20 pages maximum.

Signature of Authorized Signatory

Name of the Firm

APPENDIX-1

Form – 8: Joint Bidding Agreement

Joint Bidding Agreement

(To be executed on Stamp paper of Rs 100.00 value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2021

AMONGST

1. Agencies / Companies/ Firms /Individual/ Sole Proprietor/Limited/Private Limited/ Joint Venture Company/ Partnership/Limited Liability Partnership (LLP) having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Agencies / Companies/ Firms /Individual/ Sole Proprietor/Limited/Private Limited/ Joint Venture Company / Partnership/Limited Liability Partnership (LLP) having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. Agencies / Companies/ Firms /Individual/ Sole Proprietor/Limited/Private Limited/ Joint Venture Company / Partnership/Limited Liability Partnership (LLP) having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above-mentioned parties of the FIRST, SECOND, AND THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) MAL having its registered office at -----(hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited

Bids (“Bids”) by its Request for Tender No.dated (the “_(the “Project”).

- (B) The Parties are interested in jointly bidding for the SEL Project as members of a Consortium and in accordance with the terms and conditions of the Tender document and other bid documents in respect of the said SEL Project, and
- (C) It is a necessary condition under the Tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the “Tender Document”

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, the lead member of the consortium shall enter into Agreement with the Authority and for performing all its obligations as the Project Executor in terms of the Project.

4. Roles of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium (Financial Member /Technical member/ Other Member of the Consortium) and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the appointed date under the Agreement when all the obligations of the SPV shall become effective.

- (b) Party of the Second Part shall be (Technical Member/ Other Member of the Consortium)
- (c) Party of the Third Part shall be (Technical Member/ Other Member of the Consortium)

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the “Tender Document” and the Agreement.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents/ board resolution and power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) Violate any applicable law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws, or other applicable organizational documents thereof;
 - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture, or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances, or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Project is completed under and in accordance with the Project Agreement including O & M Contract, in case the Project is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not selected or upon return of the Bid Security by MAL to the Bidder, as the case may be.

8. Miscellaneous

- 8.1 This Joint Bidding Agreement shall be governed by laws of India.
- 8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of MIFC.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of	For and on behalf of
FIRST PART i.e. by LEAD MEMBER:	SECOND PART:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

CORRIGENDUM CUM REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF AGENCY FOR DESIGN AND PROJECT MANAGEMENT CONSULTANCY FOR DEVELOPMENT OF RESORT AT SOHRA UNDER MEGHALAYAN AGE LTD.

SIGNED, SEALED AND DELIVERED	
For and on behalf of	
THIRD PART:	
(Signature)	
(Name)	
(Designation)	
(Address)	
In the presence of:	
1.	
2.	

Notes:

The mode of the execution of the Joint Bidding Agreement 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.

Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

Form – 9: Envelope 1 - Index

Sr. No.	Details	Page Numbers
1	E Envelope 1 – Index (Form 8)	1
2	Bid Security in the form of Demand Draft, Proof of online submission of Bid Security or Earnest Money Deposit (EMD) and Bid Processing Charges	2
3	Form 1: Letter of Proposal	3
4	Form 2: Particulars of the Bidder	
5	Form – 3 A: Power of Attorney for Signing of the Bid by the Lead Member	
6	Form – 3 B: Power of Attorney for Lead Member of the Consortium	
7	Form – 4: Documents with completion certificates for proof as per the requirements of the Technical Capacity	
8	Form – 4A: Details of the Project undertaken along with certificates and relevant proof	
9	Form – 5: Financial Capacity of the Bidder along with Statutory Auditor undertaking	
10	Form – 6: Particulars of Key Personnel	
11	Form 6A: Form for Curriculum Vitae (C.V) for Proposed Key Personnel or Other Professional Personnel	
12	Form – 7: Proposed Methodology & Work Plan.	
13	Form-8 Joint Bidding Agreement	

Part -9: Appendix – 2: FINANCIAL PROPOSAL

Financial Proposal Envelope No.2

APPENDIX-2
Form – 1 : Covering Letter
(On Firm's Letter Head)

(Date and Reference)

To,
Chief Administrative Officer (CAO)
Meghalayan Age Limited.
House No. L/A-56, Lower Nongrim Hills,
Shillong East Khasi Hills
Meghalaya-793003.

Sub: Selection of Agency for Design and Supervision of tourism related projects funded by New Development Bank (NDB) and other Tourism Projects under Meghalayan Age Ltd in the state of Meghalaya.

Dear Sir,

I/We _____ Bidder/Bidder firms herewith enclose the Financial Proposal for selection of my/our firm as an Agency for above captioned work.

I/We agree that this offer shall remain valid for a period of 120 (One hundred and twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

(Authorized Representative)

NOTE: The Financial Proposal is to be filled strictly as per the forms given in RFP.

CORRIGENDUM CUM REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF AGENCY FOR DESIGN AND PROJECT MANAGEMENT CONSULTANCY FOR
DEVELOPMENT OF RESORT AT SOHRA UNDER MEGHALAYAN AGE LTD.

APPENDIX-2

Form – 2 : Summary of Financial Proposal

Item No.	Particulars	Percent allotted out of Total Consultancy Fee	Indicative Project Cost for Bid Evaluation (Crore)	Total Consultancy Fee in percentage of the Project Cost (In Number)
1	Stage 1: Development of Detailed Project Reports based on in depth study of similar Iconic properties in India or abroad	35%	25	
2	Stage 2: Preparation of Design Criteria, Manual, Development of Bid Documents & Assistance in Bid Process Management	15%		
3	Stage 3: Construction Supervision of projects approved by MAL or agency associated by MAL for further implementation or execution	50%		

Signature of Authorized Signatory
Name of the Firm

Note:

- i. The financial bid should be in Indian Rupees.
- ii. All bidders should indicate the total cost, **“inclusive of all taxes & Excluding GST”**
- iii. Bidder May quote the percentage value up to two decimal points.

Date:

Place: