



झारखण्ड सरकार

**GOVERNMENT OF JHARKHAND  
DEPARTMENT OF URBAN DEVELOPMENT**

**Request for Qualification for Empanelment of Consultants to provide Consultancy services for preparing Techno- Economic Feasibility Reports, Detail Project Report and Project Management Consultancy in the field of various Urban Services and Urban Infrastructure Projects under Urban Development & Housing Department, Govt. of Jharkhand**

**Request for Qualification**

**NIT No.: UDD/DMA/EoC/2018-19-270**

**GOVERNMENT OF JHARKHAND  
DEPARTMENT OF URBAN DEVELOPMENT**

**DISCLAIMER**

- 1. Though adequate care has been taken while issuing this Offer Document, the Applicant Firm should satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office (as mentioned below) immediately. If no intimation is received by this office within 3 days from the date of issue of the Offer Document, then this office shall consider that the document received by the Applicant Firm is complete in all respects and that the Applicant Firm is satisfied that the Offer Document is complete in all respect.**
- 2. Department of Urban Development & Housing reserves the right to change any or all of the provisions of this Offer Document before date of submission. Such changes would be intimated to all parties procuring this Offer Document before date of submission.**
- 3. Department of Urban Development & Housing reserves the right to reject any or the entire offer without assigning any reasons whatsoever. No correspondence will be entertained on this account.**

**Sd/-**

**Director  
Municipal Administration,  
Urban Development & Housing  
Department ,  
Government of Jharkhand.**

**TENDER NOTICE**  
**URBAN DEVELOPMENT & HOUSING DEPARTMENT ,**  
**GOVERNMENT OF JHARKHAND**

NIT No.: UDD/DMA/EoC/2018-19-270

Date: 02.02.2018

National Competitive Bidding

1.	Name of the Work	<b>Request for Qualification for Empanelment of Consultants to provide Consultancy services for preparing Techno- Economic- Feasibility Reports, Detail Project Report and Project Management Consultancy in the field of various Urban Services and Urban Infrastructure Projects under Urban Development &amp; Housing Department, Govt. of Jharkhand</b>
2.	Mode of submission of bids	Open Tender (Offline)
3.	Tender Fee & Processing fee (In INR)	Cost of Tender Document: 5,000.00 ( <i>Rs. Five thousand only</i> ) Processing Fee – 25,000.00 ( <i>Rs. Twenty Five thousand only</i> ) both in the form of non-refundable Demand Draft.
4.	Total time Period	Open
5.	Date of starting of sale of Tender	02/02/2018 at 10:00 Hrs
6.	Last date of submission of pre-bid queries	09/02/2018 till 15:00 Hrs at (dir.ma.jharkhand@gmail.com)
7.	Date of Pre Bid Meeting	12/02/2018 at 15:00 Hrs
8.	Date of Start of Submission of Bids	12/02/2018 from 10:00 Hrs
9.	Last Date/Time for submission of bids	23/02/2018 up to 15:00 Hrs
10.	Date of Bid Opening	26/02/2018 at 11:00 Hrs
11.	Bid Sale/ Submission address	Office of Director, Municipal Administration, UD&HD, 3 <sup>rd</sup> Floor, FFP Building, Dhurwa, Ranchi - 834002
12.	Helpline no.	+91-7070991828

Sd/-  
Director, DMA  
Urban Development & Housing  
Department  
Ranchi, Jharkhand

**GOVERNMENT OF JHARKHAND**  
**URBAN DEVELOPMENT & HOUSING DEPARTMENT**

NIT No.: UDD/DMA/EoC/2018-19-270

Date: 02/02/2018

**Request for Qualification for Empanelment of Consultants to provide Consultancy services for preparing Techno- Economic-Feasibility Reports, Detail Project Report and Project Management Consultancy in the field of various Urban Services and Urban Infrastructure Projects under Urban Development & Housing Department, Govt. of Jharkhand**

1. The Urban Development & Housing Department, Government of Jharkhand invites offers from leading Consultancy firms for Constituting a Panel of Consultants for preparation of Techno- Economic Feasibility Reports, preparing Detail Project Reports (DPR) and providing Project Management Services for planned and comprehensive urban development of Jharkhand.
2. The State of Jharkhand has 44 Urban Local Bodies at present. There is a need for planned and systematic development of such urban areas to provide basic civic amenities to the local populace with a provision for tackling such issues for next 25 years. Such urban areas require efficient transport management system, 24 x 7 water supply system, effective solid waste management technology, fault free drainage and sewerage system, better civic amenities for urban poor, pro-active slum control and development strategy, beautification initiatives of pond lakes and river, energy efficient street lighting systems, City Plans (Sanitation, Development, Management), Electrical crematoria, modern abattoirs, convention centers, Preparation of Master Plan, various studies related to Urban Development Project, Comprehensive Mobility Pan etc. with a focus on pollution abatement, better environment management and providing the citizens of the state a better place to live in.
3. The State Government has a firm belief that development of urban development sector would not only provide better living place to the urban populace but would also ensure planned, systematic and sustained growth of the urban sector. This would also ensure generation of employment opportunities – directly or indirectly and also would contribute in accelerated economic development. This would also have cascading effect in development of other sectors.

4. Involvement of private sector, local inhabitants and other stake holders as partners in promotion and development of urban development in the State is an important and critical aspect, which would go a long way in maintenance, upkeep and sustenance of the assets and facilities created in this regard for a long time.
5. Accordingly, sealed proposals/offers are invited from experienced and well qualified consultants of international / national repute having adequate experience of similar projects in India and abroad, and capable in preparing Techno - Economic Feasibility Reports, preparing Detail Project Reports(DPR) and providing Project Management Services for planned and comprehensive urban development of Jharkhand.
6. Details with respect to submission of such proposal can be obtained from **“Terms of reference for constituting a panel of consultants for Preparation of Techno - Economic Feasibility Reports, preparing Detail Project Reports(DPR) and providing Project Management Consultancy Services for various Urban Services and Urban Infrastructure Projects under urban development & housing department in Jharkhand”**, available at the **Directorate of Municipal Administration, Urban Development & Housing Department, 3rd floor, FFP Building, Dhurwa, Ranchi** on any working day upon payment of Rs. 5000.00 (Five Thousand only) in the form of Demand Draft D/D, payable in favour of **Director, Urban Development & Housing Department** , Payable at **Ranchi**.
7. **The last date for submission of offers initially is 23/02/2018 upto 15:00 hrs.**
8. All communications including the submission of Offer Document should be addressed to:

**Director, Municipal Administration,  
Urban Development & Housing Department, Govt. of Jharkhand,  
3rd floor, FFP Building, Dhurwa, Ranchi  
Email: [dir.ma.jharkhand@gmail.com](mailto:dir.ma.jharkhand@gmail.com)**

9. **The technical part of this offer shall be opened on 26/02/2018 at 11:00 hrs. in the office of Director, DMA, UD&HD, GoJ** before the duly constituted committee. The Applicant Firm or his duly authorized representative may be present during opening of the technical bid.
10. Later also, the offers from eligible Firms/Consultants for such empanelment can be submitted on any working day during office hours alongwith all relevant supporting documents, the technical and financial part of which would be opened before the duly

constituted committee at suitable time, date and place under intimation to such interested firms/consultants.

11. The Urban Development & Housing Department reserves the right to accept or reject in part or as a whole any of the proposal received without assigning any reason thereof.

12. Tender Fee, Bid Security and Total Time Period of Work is defined in Table 1.1.

S. No.	Name of the Work	Processing Fee	Cost of Tender Document	Period Of Completion
1	2	3	4	5
1.	<b>Request for Qualification for Empanelment of Consultants to provide Consultancy services for preparing Techno-Economic-Feasibility Reports, Detail Project Report and Project Management Consultancy in the field of various Urban Services and Urban Infrastructure Projects under Urban Development &amp; Housing Department , Govt. of Jharkhand</b>	Rs 25,000/- (Rupees Twenty Five Thousand Only) in form of demand draft in favor of "Director, Municipal Administration, UD&HD, GoJ" payable at Ranchi. (Non-Refundable)	<b>Rs 5,000/- (Rupees Five Thousand Only)</b> in form of demand draft in favor of "Director, Municipal Administration, UD&HD, GoJ" payable at Ranchi. (Non-Refundable)	N. A.

13. Initially, Period of availability of tender date & time/pre-bid meeting/date of submission/opening of tender papers are as given in Table 1.2.

S. No.	Procurement Agency	Place of opening	Availability of tender document		Pre Bid Conference	Date & Time of Bid Opening
A	B	C	D		E	F
1.	<b>Director, Urban Development &amp; Housing Department , Govt. of Jharkhand</b>	Director, Urban Development & Housing Department , 3rd Floor, FFP Building, Dhurwa, Ranchi-834002	Starting of sale/downloading of Bid Document from 02/02/2018, 10:00 Hrs	Bid submission period <b>12/02/2018, 10:00 Hrs to 23/02/2018 15:00 Hrs</b>	<b>12/02/2018 at 15:00 Hrs</b> at JUIDCO Ltd, 3 <sup>rd</sup> Floor, Pragati Sadan, Ranchi.834001	<b>26/02/2018 at 11:00 Hrs</b>

14. Tender Fee (**non-refundable**) as mentioned in column 4 (as shown in table 1.1 above), will be in form of **Demand Draft** drawn on a Nationalized/Scheduled Bank, in favor of "**Director, Municipal Administration, UD&HD, GoJ**" payable at **Ranchi**.

15. The Bidder shall furnish **Processing Fee** for the amount as mentioned in column 3 (as shown in table – 1.1). Processing Fee (Non -refundable) will be in form of **Demand Draft** drawn on a Nationalized/Scheduled Bank, in favor of "**Director, Municipal Administration, UD&HD, GoJ**" payable at **Ranchi**.
16. **Tender Fee and Processing Fee envelop should contain the NIT No. and offer notice no. and be addressed to the Director, Urban Development & Housing Department , Government of Jharkhand, 3<sup>rd</sup> Floor, FFP Building, Dhurwa,Ranchi-834002, Jharkhand, with detail of bidder's addresses as well.**
17. **Tender Fee and Processing Fee in original shall be submitted in the Office of "Director, Urban Development & Housing Department , Government of Jharkhand, 3<sup>rd</sup>Floor, FFP Building, Dhurwa,Ranchi-834002, Jharkhand on all working days between 12/02/2018, 11:00 Hrs to 23/02/2018, 15:00 Hrs either by registered post/Speed post or by hand. Only those bids will be entertained whose cost of bidding document (tender fee) and Processing fee is received before 15:00 Hrs, dated 23/02/2018. Urban Development & Housing Department will not be held responsible for the postal delay, if any, in the delivery of the document or non-receipt of the same.**
18. The interested bidders should confirm their participation and must submit their queries through post or email [dir.ma.jharkhand@gmail.com](mailto:dir.ma.jharkhand@gmail.com) in writing before 09/02/2018 at 15:00Hrs. Queries received after the set time limit shall not be considered in the pre bid conference.
19. **Pre-bid Conference will be held at 15:00 Hrs on 12/02/2018 at Director's Office, Urban Development & Housing Department , Government of Jharkhand, 3<sup>rd</sup>Floor, FFP Building, Dhurwa, Ranchi-834002, Jharkhand to clarify the pre-bid queries. All the consultants who are interested in being empanelled, are requested to attend the pre bid meeting.**
20. The undersigned reserves the right to accept or reject all proposals without assigning any reason. It also reserves the right to postpone or to cancel the invitation and pre-bid meeting.
21. **The Consultants solely or in the form of JV already empaneled under DMA, UD&HD, Govt. of Jharkhand need not to apply again.**

22. For any other clarifications related to bid submission, firms may contact Urban Development & Housing Department , Govt. of Jharkhand telephonically on telephone no. 7070991828 before the last date of submission of the bid document during working hours.
23. Other details can be seen in the RFQ document and Instructions to Consultants.
24. Bids without requisite details/documents are liable for rejection and UD&HD will not entertain any further communication in such cases.

**Sd/-  
DIRECTOR  
MUNICIPAL ADMINISTRATION  
URBAN DEVELOPMENT & HOUSING  
DEPARTMENT ,  
3<sup>RD</sup> FLOOR ,FFP BUILDING, DHURWA  
JHARKHAND, RANCHI.**



**Section-1**  
**Instruction to Consultants**

# Instruction to Consultants

## 1. MINIMUM ELIGIBILITY CRITERIA

### 1.1 Technical capabilities:

1.1.1 Consultant on its own or a member of consortium must have completed atleast 1(one) projects of preparation of Detail Project Report in any sector of Urban Development/Infrastructure.

1.1.2 Consultant on its own or a member of consortium must have provided PMC services in atleast 1(one) sector of the Urban Development/Infrastructure.

### 1.2 Financial capabilities:

1.2.1 Consultant should have minimum average annual turnover of INR 50 Lakhs in last three financial years from the date of publication of the RFQ/RFP. (Last 3 (three) financial years read as 2014-15,2015-16,2016-17).

1.2.2 Consultant should have a positive net worth in last three years from the date of publication of the RFP

## 2. ELIGIBLE BIDDERS

### 2.1 In order to qualify for the bid, the consultant may be:

2.1.1 A Company registered under Company's Act 1956 or 2013.

2.1.2 A Partnership firm registered under Partnership Act 1932.

2.1.3 Sole Proprietorship.

2.1.4 Certificate of Incorporation and all relevant documents with statutory operational permission in India are required with the submission of bid.

2.1.5 A firm registered under Limited Liability Partnership Act, 2008.

### 2.2 Association /Joint Venture/Consortium

2.2.1 Consortium of maximum of Three members is allowed in accordance with the conditions of consortium. The bidders forming consortium must submit the declaration of association for consultancy, MOU, schedules and the agreement for consortium as per Form T-6.

#### 2.2.2 **Eligibility in case of consortium:**

2.2.2.1 Technical proposal and associated technical forms as per this document, must be submitted in accordance with the obligations defined in the Consortium agreement.

2.2.2.2 All the members of consortium are required to submit the forms (T1, T2, and F1, F2) along with the bid.

2.2.2.3 The Lead partner of the consortium should submit the forms T3, T4 and T5.

2.2.2.4 The Lead partner should individually satisfy the financial capabilities as mentioned in clause 1.2 of RFQ (Financial Capabilities).

2.2.2.5 Subsequently, at the time of bidding for a project the financial proposal has to be submitted by the lead partner of the consortium.

### **3. LANGUAGE OF THE OFFER**

3.1 Applicant Firms are required to furnish all information and documents, as called for in this Document, in English Language. Any printed literature furnished by the Applicant Firm may be in another language, provided that this literature is accompanied by an English translation, in which case, for the purpose of interpretation of the document, the English version duly authenticated will prevail.

### **4. SIGNING OF THE OFFER**

4.1 Offer shall be signed by the Applicant Firm or by his duly authorized person holding power of attorney for signing the offer document. A copy of registered power of attorney shall accompany the offer.

4.2 In case the offer is submitted by a proprietary firm, it shall be signed by the proprietor giving his full name and also full name of his firm with present address.

4.3 In case the offer is submitted by a partnership firm, it shall be signed by all the partners otherwise offers shall not be considered in the process of offer evaluation in case of the offer being submitted by one partner firm, such firm would have to be declared as lead partner by all other partners. All the correspondence would be done in the name of lead partner only.

4.4 If the offer is submitted by a company, it shall be signed by a duly authorized person holding power of attorney for signing the offer document. A certified copy of registered power of attorney shall accompany the offer.

4.5 The original offer shall be printed, typed or written in ink, and shall be signed by a person or persons duly authorized to sign on behalf of the Applicant Firm. All pages of the offer and where entries or amendments have been made shall be initialed by the person or persons signing the offer.

4.6 The offer shall ordinarily contain no alterations or additions, except those to comply with instructions issued by the Department, or as may be necessary to correct errors made by the applicant in which case the person or persons signing the offer shall initial such corrections.

4.7 All witnesses and sureties shall be persons of status and probity. Their full names, occupations and addresses shall be provided below their signatures. All signatures shall be dated.

## **5. COST OF OFFER**

5.1 The Applicant Firm shall bear all costs associated with the preparation and submission of its Offer, including cost of presentation for the purposes of clarification of the Offer, if any.

5.2 Department in no case shall be responsible or liable for any such costs regardless of the conduct or outcome of the bidding process.

5.3 Any Applicant Firm wishing to undertake site visits for familiarization with site conditions, may do so. All costs towards site visits, conference and submission of documents shall be borne by the Applicant Firm themselves.

5.4 All payments to the Consultant shall be made in INR in accordance with the provisions.

## **6. DEPARTMENT'S RIGHT TO ACCEPT ANY OFFER AND TO REJECT ANY OR ALL OFFERS**

6.1 The decision of the Principal Secretary, Urban Development & Housing Department, Government of Jharkhand regarding the opening of offers, evaluation and acceptance of the offer shall be final and binding on all the Applicant Firms.

6.2 The Department reserves the right to accept or reject any offer, and to annul the offer process and reject all offers at any time prior to award of Offer, without thereby incurring any liability to the affected Applicant Firm or Applicant Firms or any obligation to inform the affected Applicant Firm or Applicant Firms of the grounds for the department's decision.

## **7. PERFORMANCE GUARANTEE**

7.1 The technically qualified and selected applicant shall submit irrevocable performance bank guarantee, in prescribed format- Form No. F-3 from a scheduled commercial bank, at the time of signing the agreement.

7.2 The successful applicant shall provide a Bank Guarantee amounting to 2% of the Contract Value towards Performance Guarantee in favor of "**Director (Municipal Administration), Urban Development & Housing Department**", Payable at "**Ranchi**" for the agreement period.

## **8. SIGNING OF AGREEMENT**

- 8.1 The empaneled Consultants would from time to time be requested to make concept presentation before the designated committee at the Directorate/ULBs level, based upon which, in light of this document, the most suitable firm will be selected for providing services for which it shall have to execute a contract agreement with the Directorate of Municipal administration/ULB, for which a Letter of Intent (LOI) shall be issued to the successful Consultant Firm.
- 8.2 On receipt of the letter of intent (LOI), the successful Applicant Firm will report in the office of the Director, Municipal Administration, Urban Development & Housing Department , Government of Jharkhand/ULB with required non-judicial paper of appropriate amount, to be purchased from the state of Jharkhand only, within 15 (fifteen) days, for signing the formal agreement between the parties.
- 8.3 The signing of the agreement shall take place only after furnishing of performance guarantee as per clause 7.2. The agreement will be signed by the legally authorized person of the Applicant Firm as stated in clause 4. If the applicant fails to sign the agreement as per clause 4.1 in the specified period, the performance guarantee, shall be forfeited.

## **9. TIME SCHEDULE OF CONSULTANCY**

- 9.1 The technically qualified and selected consultants would be expected to submit subject specific concept papers and financial bids with respect to such projects under consideration as directed by the Urban Development & Housing Department , Government of Jharkhand from time to time.
- 9.2 The consultants, thus selected, would be expected to provide consultancy services within the time frame as finalized by the Urban Development & Housing Department , Government of Jharkhand.

## **10. GENERAL OUTPUTS EXPECTED FROM CONSULTANT**

Six copies of all reports and drawings/ documents shall be submitted.

### **10.1 PLANNING STAGE:**

This stage will culminate on submission of a Techno-Economic- Feasibility Report (TEFR). The report shall contain, the details as enumerated in Clause 3.1 of TOR.

### **10.2 DESIGN STAGE:**

On approval of the **Techno-Economic- Feasibility Report (TEFR)**, the work on DPR (Detailed Project Report) will commence which would contain all details of architectural / structural and detailed designs with cost estimates (BOQ) and drawing sufficient for calling of tenders.

10.2.1 Detailed layout Plans.

10.2.2 Detail engineering designs for all infrastructures (bridges/ culverts etc).

10.2.3 Layout plan- All essential services layout like water supply sewerage, electricity etc including their sources and optimizing the same. This will include Water harvesting / catchment areas, canalizing streams / rivers etc.

10.2.4 Tele-Communication Network details.

10.2.5 Bid drawings.

10.2.6 Landscape and horticulture plans-The integrated landscape details to contain all relevant details to make the whole area very aesthetic and efficient all year round.

10.2.7 Security

### 10.3 PRE-EXECUTION STAGE

On approval of DPR the activities of detailing documents for call of tenders shall be taken up by sequencing of activities and packaging of various contracts / tenders wise and discipline wise to include GCC, SCC, Specifications, Milestones, BOQ, analysis of rates, justification, special conditions and sequencing of activities for all of the packages of tenders to be invited. Simultaneously, the items enumerated (v), (vi), (x) under 3.3.1 earlier, in addition to the other relevant items shall be taken up to same time and ensure smooth execution of the project.

### 10.4 EXECUTION PHASE

The following reports and necessary formats for exhibiting the required details for the concerned department and as required shall be submitted periodically as directed by Urban Development & Housing Department , Government of Jharkhand.

10.4.1 Overall Works progress Report

10.4.2 Physical & Financial Progress

10.4.3 Quality Management

10.4.4 Cost Control Report/ Budgeting

10.4.5 Programme Management

10.4.6 Evaluation Report.

## 11. HIGH LEVEL REVIEW COMMITTEE

A High Level Review Committee at the Urban Development & Housing Department level is proposed to be constituted to review the work of the consultant and make sure that the work is proceeding according to the agreed programme. The committee will ensure that the consultant's work is not held up for want of clearances from any department. The committee

will meet regularly for the purpose and will give orders for release of payments to the consultants.

11.1.1 The committee will monitor the progress and make modifications in the programme as and when necessary.

11.1.2 The Consultants shall finalize a programme and submit for fortnightly progress reports on tasks achieved and any other details required by High Level Review Committee.

11.1.3 The progress report shall indicate inter-alia a status of the work completed and other information for monitoring progress. Reasons for short fall should be clearly stated and suggestions for corrective measures be given.

## **12. INFORMATION FOR CONSULTANTS FOR SUBMITTING THE OFFERS**

### **The Submission of Offers:**

12.1.1 Each submitted Offer should be complete in all the respects, including the processing fee, which must accompany each submitted Offers. The Offers should enclose duly filled forms as annexed along with.

12.1.2 The Offers should include description of the firm / organization, the firm's general experience in the field of assignment, the qualification and competency of the personnel proposed for the assignment and the proposed work plan methodology and approach in response to suggested terms of reference. Necessary document in support of technical capabilities in annexed format (T-1,T-2,T-3 and T-4) must be submitted along with the proposal.

12.1.3 An affidavit swearing the correctness of technical data furnished also must be submitted as per the annexed format (T-5). Other forms F-1 and F-2 be also submitted along with the offer.

12.1.4 Thus the offers should be annexed with form T-1,T-2,T-3,T-4,T-5,F-1 and F-2.

12.1.5 The Tender document fee along with the Processing fee and all related documents as described in Procurement notice should be in a sealed cover which will be received in the office of:

**Director, Municipal Administration,**

**Urban Development & Housing Department , Govt. of Jharkhand,**

**3<sup>rd</sup> Floor, FFP Bhawan, Dhurwa, Ranchi – 834004 up to 15:00 hrs. Of 23/02/2018**

**Offers received late will be considered in due course.**

**Fees:** The consultants will have to submit a non-refundable tender document cost of Rs. 5,000/- (Rupees Five Thousand only) by bank draft of any Nationalized Bank in favor of Director, Municipal Administration, UD&HD, GoJ, Payable at Ranchi.

### **12.6 Technical Proposal**

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

- 12.6.1 The prescribed processing fee is furnished;
- 12.6.2 All forms are submitted in the prescribed formats and signed by the prescribed signatories along with all relevant supporting documents;
- 12.6.3 Power of Attorney, if applicable, is executed as per Applicable Laws;
- 12.6.4 CVs of all Professional Personnel have been included along with all relevant supporting documents;
- 12.6.5 Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down in the RFQ;
  
- 12.6.6 No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- 12.6.7 The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- 12.6.8 The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFQ;
- 12.6.9 Professional Personnel proposed have good working knowledge of English language;
- 12.6.10 No Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal; and

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 UD&HD for a period of 5 (five) years. The award of this Consultancy to the Applicant Firm may also be liable to cancellation in such an event.

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

The proposed team shall comprise of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule.

The Key Personnel specified shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format prescribed.

An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.



UD&HD reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFQ. Any such verification or the lack of such verification by UD&D to undertake such verification shall not relieve the Applicant Firm of its obligations or liabilities hereunder nor will it affect any rights of UD&HD thereunder.

### 13. OPENING OF PROPOSAL

The technical proposals will be opened by the duly constituted committee in the office of Directorate of Municipal Administration, Department of Urban Development at 11:00 hrs. On 26/02/2018. In presence of such consultants or their authorized representative, who may choose to be present.

### 14. EVALUATION OF THE OFFER

14.1 The offers submitted will be evaluated using the following criteria:

S. No.	Criteria	Points
1	Firm's general experience in the field of assignment and adequacy of the proposed work plan and methodology in responding to TOR.	40
2	Qualifications and competence of the key staff for the assignment.	60
<b>Total Points -</b>		<b>100</b>

14.2 The number of points to be given under each evaluation sub-criteria for firm's general experience in the field of assignment and adequacy of the proposed work plan and methodology is:

S. No.	Criteria	Points
1	Number of Completed* Urban Development projects (DPR and PMC) with each project costing of at least Rs.2 (Two) crores handled in the last 5 financial years (10 or more projects will fetch full points and less will be marked proportionately)	20
2	Number of Completed projects (DPR and PMC) relating to Infrastructure Development [Exclusive of(1)] with each project costing of at least Rs.2 (Two) crores handled in the last 5 financial years (5 or more projects will fetch full points and less will be marked proportionately)	10
3	Average Annual Turnover from consultancy services during last 3 years (Rs 200 Lakhs will fetch full points and less will be marked proportionately). (The last three Financial year should be read as F.Y.	10

	: 2014-15,2015-16,2016-17)	
	<b>Total Points -</b>	<b>40</b>

***\*Only the completion certificate describing the cost and date shall be considered for evaluation.***

14.3 The number of points to be given under each evaluation sub-criteria for qualifications and competence of key staff for the assignment is :

S. No.	Criteria	Points
1.	<b>General Qualification :</b>	
	i. Engineering Graduate or AMIE, other equivalent degree in respective field of specialization.	10
	ii. Post Graduate Degree, ME, M. Sc. (Engg.), MBA, and full membership e.g. MICF, MI Struct. E, MIE, AITP, AIIA, MRSI, etc. of professional body / Institute / Organization	10
2.	5 years general experience and above will get full marks and less will be marked proportionately.	30
3.	Experience in the prestigious studies / projects funded by private / public sector / bilateral / multilateral funding agencies.	10
	<b>Total Points -</b>	<b>60</b>

14.4 The mandatory key positions (but not limited to) for the assignment areas listed here.

- I. Team Leader
- II. Architect – Planner
- III. Structural Engineer (Infrastructural/Civil)
- IV. Survey Expert
- V. Financial manager.
- VI. Construction Supervision Engineer
- VII. Contract/Procurement Specialist
- VIII. Environment Specialist
- IX. MIS Expert
- X. O & M Specialist

14.5 The consultant may in addition, procure the services of Mechanical Engineer, Quantity Surveyor, Social expert (Resettlement and Rehabilitation of affected people), GIS specialist etc. as per the requirement of particular nature of consultancy services.

## **15. DECIDING AWARD OF OFFER**

Quality and competence of the consulting service shall be considered as paramount requirement. The decision of the award of the offer would be as defined:

## 15.1 Evaluation of Quality

- 15.1.1 Technical proposals scoring not less than 60% of the total points as per procedure for evaluation will be selected and constituted into an expert consultant panel.

## 15.2 Evaluation of Cost

- 15.2.1 After the evaluation of quality is complete, the selected firms would be constituted into an expert panel of consultants. The consultants of the panel would then submit financial bids in providing Services (Detailed Project Report preparation and Project Management Consultancy) for the project (s) under consideration as decided by the Urban Development & Housing Department , Government of Jharkhand from time to time as per the requirement.
- 15.2.2 The consultants would be offered to make concept presentation and submit financial offers before the designated committee of the Urban Development & Housing Department , Government of Jharkhand.
- 15.2.3 The designated committee shall on the basis of concept presentation, award marks to the consultants out of a total of 100 marks. Subsequently the financial proposals shall be opened publicly, in the presence of representatives of the consultants.
- 15.2.4 All the proposals of evaluation of cost shall include all the local taxes of the State Govt. and shall include all other reimbursable expenses, such as travelling, report printing etc. including the service tax and other relevant taxes to be paid to the Govt. of India. The proposal with the lowest cost shall be given financial score of 100 points and other proposal shall be given financial score that are inversely proportional to their prices.
- 15.2.5 The consultant shall have to furnish item wise details of expenditure to be incurred to provide the Project Management Consultancy Services, which would be scrutinized and approved by the Committee.
- 15.2.6 The total score for any firm shall be arrived at by weighing the technical score, concept presentation and cost scores and adding them. The weight of the technical score shall be 50 points, that of the concept presentation shall be 25 points and the weight of the cost shall be 25 points.
- 15.2.7 The firm securing the highest total score will be then selected for providing Services, for which, it shall have to execute a contract agreement with the Urban Development & Housing Department , Government of Jharkhand or its designated agency/ULB.

## 16. NEGOTIATIONS AND WEIGHT OF OFFER

The consultants must be prepared to furnish the detailed cost breakup and other clarifications with respect to the proposals submitted by him, as may be required to adjudge the reasonableness of his price proposals.

If the negotiations with the consultant / firms are successful the award will be made to him. If negotiations fail, then the second highest rank consultant will be invited for negotiations.

This process will be repeated till an agreed contract is concluded.

- 16.1.1 Please note that the Urban Development & Housing Department , Government of Jharkhand is not bound to select any of the firms submitting proposals. As quality is the principal election criterion, the Urban Development & Housing Department , Government of Jharkhand does not bind itself in any way to select a firm offering the lowest price.

- 16.1.2 Please note that the cost of preparing a proposal and that of negotiating an offer including visits to the sites, if any, is not reimbursable as a direct cost of the assignment.
- 16.1.3 It is to be reminded that any manufacturing or construction firm with which you might be associated is not eligible to participate in offer for any goods or works resulting from or associated with the project of which this consulting assignment forms a part.
- 16.1.4 Please note that if you consider that your firm does not have all the expertise for the assignment, there is no objection to your firm associating with another firm to enable a full range of expertise to be presented. Necessary partnership / agreement paper must be submitted to authenticate your claim.
- 16.1.5 Please note that the remuneration which you receive from this offer will be subject to the information in this regard, if required.
- 16.1.6 We would appreciate if the following information is sent to us by registered letter / telex / fax/email.
- I. Our acknowledgement of receipt of this offer Document
  - II. Your acceptance / refusal to submit a proposal.
  - III. The date by which your proposal will be sent.

## **17. PRE-PROPOSAL/OFFER CONFERENCE**

17.1 Pre-Proposal/Offer Conference of the Applicant Firms shall be convened at the designated date, time and place. Only those Applicant Firms, who have downloaded the RFQ from the Official Website for UD&HD, shall be allowed to participate in the Pre-Proposal/Offer Conference. A maximum of two representatives of each Applicant firm shall be allowed to participate on production of an authority letter from the Applicant firm.

17.2 During the course of Pre-Proposal/Offer Conference, the Applicant firms will be free to seek clarifications and make suggestions for consideration of UD&HD. The UD&HD shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, considered appropriate for facilitating a fair, transparent and competitive Selection Process.

## **18. OTHER TERMS AND CONDITIONS**

- 18.1.1 The Consultant shall abide by the instructions issued by the Urban Development & Housing Department /ULBs to him from time to time for the timely completion of the assigned services.
- 18.1.2 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 18.1.3 An Applicant Firm 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 Applicant Firm or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant Firm or its Associate.
- 18.1.4 While submitting a Proposal, the Applicant Firm 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, Applicant Firms may format the specified forms making due provision for incorporation of the requested information.
- 18.1.5 No Applicant Firm or its Associate shall submit more than one Application for the Consultancy. An Applicant Firm applying individually or as an Associate shall not be entitled

to submit another application either individually or as a member of any consortium, as the case may be.

18.1.6 The Duration for empanelment is initially for **(3) Three years** which may be extended as per the discretion of UD&HD.

18.1.7 The other Department of State Government, Public Sector Undertakings (PSUs) and other agencies under the State Government can also adopt the list of consultants empaneled under Urban Development & Housing Department, Govt. of Jharkhand and take further necessary steps as enunciated in this document.

## 18.2 Clarifications:

18.2.1 Applicants requiring any clarification on the RFQ may send their queries to the UD&HD in writing before the date mentioned. The queries should be sent to [dir.ma.goj@gmail.com](mailto:dir.ma.goj@gmail.com). The UD&HD shall endeavor to respond to the queries within the period specified therein.

18.2.2 UD&HD will post the reply to all such queries on the Official Website. UD&HD reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause, shall be construed as obliging UD&HD to respond to any question or to provide any clarification.

## 18.3 Amendment of RFQ:

18.3.1 At any time prior to the deadline for submission of offer, UD&HD, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant Firm, modify the RFQ document by the issuance of Addendum/ Amendment and posting it on the Official Website.

18.3.2 In order to afford the Applicant firms a reasonable time for taking an amendment into account, or for any other reason, the UD&HD may, in its sole discretion, extend the Offer Submission/Opening Date.

18.3.3 The Applicant Firms shall submit the offer in PDF format with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant Firm as per the terms of the RFQ.

## 19. Modification/Substitution/Withdrawal of Offers

19.1.1 The Applicant Firm may modify, substitute, or withdraw its Offer after submission, provided that written notice of the modification, substitution, or withdrawal is received by UD&HD prior to closing Date. No Offer shall be modified, substituted, or withdrawn by the Applicant Firm on or after the closing Date.

19.1.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

## 20. Substitution of Key Personnel

20.1 UD&HD will not normally consider any request of the Selected Applicant Firm for substitution of Key Personnel as the ranking of the Applicant Firm 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 UD&HD.**

20.2 UD&HD expects all the Key Personnel to be available during implementation of the Agreement. UD&HD will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to **equally or better qualified and experienced personnel** being provided to the satisfaction of UD&HD. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the consultancy.

20.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant Firm or termination of the Agreement.

20.4 The Consultancy Firm shall have to open an office at Ranchi with sufficient Key Personnel residing, when the financial value of the various awarded consultancy works exceeds Rs.25 lacs.

## 21. FEES, COST OF CONSULTANCY AND PAYMENT SCHEDULE

21.1 Towards consideration for the role performed, the consultant shall be entitled to receive Cost of Consultancy and other payments on the basis outlined below.

21.1.1 Payment schedule for Preparation of Techno-economic Feasibility report & DPR.

S. NO.	Description	Payment
1.	On Submission and Approval of Inception Report and Quality Assurance Plan	15%
2.	On Submission and Approval of Feasibility Report	15%
3.	On Submission and Approval of Draft DPR	35%
4.	On Submission and Approval of Final DPR from UD&HD/GoJ/GoI.	35%

21.1.2 Payment schedule for PMC Services shall be paid in 4 (Four) stages as detailed below :

i.	At the time of issue of work order to the executing agency after completion of all tender formalities for the said project	10 %
ii.	Against PMC, to be paid on monthly basis in proportion to the monthly physical and financial progress of the said project against the total duration of execution.	70 %
iii.	Upon Completion of the works after submission of completion and quality certificate.	10 %
iv.	After the completion of the Defect liability Period of the said project.	10%

21.1.3 The payment schedule as mentioned in Clause 21.1.1 and 21.1.2 may vary for different scope of services as decided by the UD&HD.

**Section -2**  
**Term of Reference**

# TERMS OF REFERENCE (TOR) FOR CONSULTANTS

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## 1. INTRODUCTION

- 1.1 The Urban Development & Housing Department (UD&HD), Government of Jharkhand invites offers from leading expert firms for Constituting a Panel of Consultants for preparation of Techno-Economic Feasibility Reports, preparing Detail Project Reports(DPR) and providing Project Management Services for planned and comprehensive urban development of Jharkhand.
- 1.2 The State of Jharkhand has 41 Urban local bodies at present, which showcase the Urban Status of the state. There is a need for planned and systematic development of urban areas that require efficient transport management system, 24 x 7 water supply system, effective solid waste management technology, fault free drainage and sewerage system, better civic amenities for urban poor and basic amenities to cater other urban masses (such as public and community toilets as per guidelines ),pro-active slum control and development strategy, beautification initiatives of pond lakes and river, energy efficient street lighting systems, City Plans (Sanitation, Development, Master), Electrical crematoria, modern abattoirs, convention center, Preparation of Master Plan, various studies related to Urban Development Project, Comprehensive Mobility Plan etc with a focus on controlling pollution, better environment management and providing the citizens of the state a better place to live in.
- 1.3 The State Government has a firm belief that development of urban development sector would not only provide better living place to the urban populace but would also ensure planned, systematic and sustained growth of the urban sector. This would also ensure generation of employment opportunities – directly or indirectly and also would contribute in accelerated economic development. This would also have cascading effect in development of other sectors.
- 1.4 Involvement of private sector, local inhabitants and other stake holders as partners in promotion and development of urban development in the State is an important and critical aspect, which would go a long way in maintenance, upkeep and sustenance of the assets and facilities created in this regard for a long time.



## **2. SCOPE OF WORK**

- 2.1 The scope of work would cover Techno-Economic Feasibility Study leading to DPR, assistance in raising finances/PPP and Project Management Service leading to Project execution and implementation.

## **3. DESCRIPTION OF SERVICES EXPECTED**

### **3.1 Techno - Economic Feasibility Study**

- 3.1.1 Study of current status of various aspects of urban development sector in the State as identified by the Urban Development & Housing Department from time to time.
- 3.1.2 Study of availability of urban sector resources, manpower, appraisal of existing infrastructure such as transport, water supply, sewerage, drainage, solid waste management, housing, beautification of lakes, energy efficient lighting system, electrical crematoria, Preparation of Master Plan, various studies related to Urban Development Project, Comprehensive Mobility Pan etc in urban agglomerations in the State.
- 3.1.3 Identification of potential activities that may be located at such urban centers and synergies with existing economic activities in and around the respective locations.
- 3.1.4 To identify drivers/enablers for the potential urban activities to flourish at such urban centers.
- 3.1.5 Study of similar urban facilities and bench mark with national and international projects.
- 3.1.6 Study existing / proposed national and international benchmark projects, their salient features and important lessons relevant to the proposed context.
- 3.1.7 Define requirements of area, on – site and off-site infrastructure, investments for on–site and off-site infrastructure, agencies responsible for such development.
- 3.1.8 Develop marketing strategy for various urban development ventures.
- 3.1.9 Define statutory approvals/clearances, if any, required for setting up and managing such urban centers and the process for obtaining them.
- 3.1.10 To examine options for private sector involvement in development of such urban centers along BOO, BOT, BOLT or other relevant formats or part involvement in development of on site/ off site infrastructure.
- 3.1.12 To conduct analysis of cash flows, NPV/IRR to determine financial feasibility and ownership structure for each such urban development project. Determine possibility of executing the project on Public Private Partnership (PPP) basis and preparing concession contracts.
- 3.1.13 Define requirement of area, propose the most suitable and viable location for setting up such urban infrastructure and assessing the magnitude of investment needed. Furthermore, identification of suitable financial promoter/institution/Government agency.

- 3.1.14 To prepare master plan/design/drawings of urban agglomerations with commercial area, social amenities residential zones, recreational facilities and infrastructural details.
- 3.1.15 Furnish a programme and monitor progress based on the tasks achieved and any other details required.

### **3.2 Preparation of Detail Project Reports (DPR)**

The consultant will carry out the following activities :

- 3.2.1 Be responsible for survey, investigation and detailed engineering of works as is proposed in the Techno-Economic Feasibility Report (TEFR);
- 3.2.2 Make site visits, undertake necessary reconnaissance survey and examine the potential and scope for taking up urban development activities in a particular urban area.
- 3.2.3 Interact with the Govt. designated concerned engineers/their authorized representatives and get approval as per the requirement before proceeding with the detailed surveys leveling sub soil explorations and designs;
- 3.2.4 Discuss and finalize with the Government designated engineer preliminary drawings and designs of various urban related infrastructures. It is expected that the Consultant would utilize all possible creative ideas to promote and boost urban development activities in and around the selected urban areas, so as to enable maximum possible direct and indirect employment generation without affecting the viability of the Project.
- 3.2.5 Review departmental schedule of rates / market rates / transportation cost royalty carriage / minimum wages and suggest changes in any scheduled item for the approval of Govt. designated engineer and further adoption in the estimates;
- 3.2.6 Prepare detailed designs , drawings and estimates following the latest schedule of rates, etc for works involved for obtaining Govt. sanction;
- 3.2.7 Prepare bill of quantities (combining all works in the individual packages as approved by the CE ) and bid drawings (Vol-II) of LCB bidding documents, which should generally include index map ( Jharkhand State as well as the Block involved) site plan other details as indicated by the Govt. designated engineer and prepare detailed working drawings of RCC structures in all cases;
- 3.2.8 Prepare land use Master Plan for the structures proposed at the selected urban area.
- 3.2.9 Furnish a programme and monitor fortnightly progress based on tasks achieved and any other details required. Reasons for shortfall should be clearly stated and suggestion for corrective measures given so that time schedules are adhered to;
- 3.2.10 Get the DPR approved by competent government authority at state as well as centre level as required.

### **3.3 Project Management Services**

The consultant will carry out the following activities:

- 3.3.1 Prepare prequalification and tender documents, Determine packages to be bid out, specify bidding process and prepare bid-documents/contract documents.
- 3.3.2 Assist in conducting the tender process – notice for inviting tenders, prebid meetings, evaluation of bids and preparation of evaluation result reports etc.

- 3.3.3 Inputs / suggestions on privatization of operation and methodology for revenue generation
- 3.3.4 To furnish a detailed proposal and to assist the Urban Development & Housing Department in mobilizing finances for the execution of the said project from different funding agencies-national and international, including the Government of India and financial institutions / commercial banks.
- 3.3.5 The consultant is also expected to advise and assist the Government in identification and selection of suitable promoter for the project under consideration. Various schemes relating urban development have been formulated by different ministries of the Government of India, which needs to be taken advantage of, in this context.
- 3.3.6 Pre-qualification / short listing of tenders and Techno-Economic evaluation for selection of Contractors.
- 3.3.7 Evaluating the request of the applicant agency regarding its qualification for a given bid based on NIT (Notice Inviting Tender) condition.
- 3.3.8 Assist in Tender Evaluation for selection of various Construction / Supply agencies.
- 3.3.9 Review the detailed designs and issue of working drawings.
- 3.3.10 Obtain necessary approval / technical sanction of authority of the government on all the PMC's decisions and recommendations.
- 3.3.11 Monitoring the program of works as per schedule and submission of the periodic progress report to the government.
- 3.3.12 Measurement of the works done and certify the quality as per specification and agreement and recommending payments thereof.
- 3.3.13 All the activities of project management and commissioning.
- 3.3.14 Construction supervision, testing and verification of quality.
- 3.3.15 Issue completion certificates for all components of works involved.
- 3.3.16 Settlement of progressive and final payments to contractors.
- 3.3.17 Preparation of final drawings & handing over.

**3.4 The role of PMC would also encompass the following, but not be limited to:**

**3.4.1 Overall Project Management**

- i) Formulation of Project Management Plans – planning, monitoring, supervision
- ii) Develop MIS
- iii) Supervise project progress
- iv) Advice on Physical and Financial progress

**3.4.2 Detailed review of the design for the project (water supply/ sewerage/solid waste/housing etc)**

- i) Review and finalize detailed design documents after thorough examination of technological options in consultation with ULB / implementing agency and DPR Appraisal Agency

**3.4.3 Review and finalize detailed cost estimates**

- i) Review cost estimates as per detailed design and field survey

**3.4.4 Assist in establishing procurement management system and tender process**

- i) Preparation of prequalification and tender documents
- ii) Assist in conducting the tender process – notice for inviting tenders, pre bid meetings, evaluation of bids and preparation of evaluation result reports etc.

#### **3.4.5 Contract Supervision & management**

- i) Physical contract wise progress
- ii) Quality compliance

#### **3.4.6 Overall Financial management**

- i) Management of project cash flows

#### **3.4.7 Environmental monitoring**

- i) Review of Environmental impact assessment report(EIA)
- ii) Prepare Environmental Management Plan (EMP/ESAMP)
- iii) Assist implementation of EMP/ESAMP

#### **3.4.8 Project co-ordination1**

- i) Liaison with contractors, ULB, SLNA, IRMA

#### **3.4.9 Monitoring and Evaluation**

- i) Assist in establishment of baseline data and relevant reports
- ii) Assist in project evaluation at different stages

#### **3.4.10 Assist in establishing sound Operation & Maintenance system**

- i) Study and recommend appropriate institutional arrangement for O&M
- ii) Assist in establishing the institutional set-up for O&M
- iii) Assist in development of processes, systems, protocols & manuals for efficient O&M
- iv) Conduct TNA for O&M staff
- iv) Assist in conducting necessary training for all O&M staff
- v)

### **4 DELAYS IN THE PERFORMANCE**

4.1 Timely implementation of the project shall be as per the provision mentioned in the agreement.

4.2 In case of delay in the implementation of the project and/or any delay in performance during the contract period, the Consultant shall be liable to any or all of the following actions:

- (i) Imposition of Liquidated Damages.
- (ii) Forfeiture of performance guarantee.

(iii) Termination of the Contract for default.

4.3 If at any time with respect to commencement of the project as required under sub clause 4.2 or during performance of contract the Consultant may face difficulties impeding timely completion of the project under the contract and/or performance of services, the Consultant shall promptly inform the department in writing of the fact of the delay within 24 hours and its causes and likely duration.

As soon as practicable, after receipt of the Consultant notice, the department shall assess the situation and may at its discretion extend the time for commencement and/or performance with or without Liquidated Damages.

## 5. LIQUIDATED DAMAGES

5.1 In the event of failure of the implementation of the project by the Consultant as per the provision mentioned in the agreement, the Department reserves the option to recover liquidated damages, and not by way of penalty, for late implementation from the Consultant in the following manner:-

<b>S.No.</b>	<b>Details of delay</b>	<b>Liquidated Damage to be charged</b>
(i)	For delay upto 25% of the implementation period	2.5% of the offer price
(ii)	For delay of more than 25% and upto 50% of the implementation period	5% of the offer price
(iii)	For delay of more than 50% and upto 75% of the implementation period.	7.5% of the offer price
(iv)	For the delay more than 75% of the implementation period	10% of the offer price (maximum)

5.2 The aforesaid chargeable liquidated damages, if not paid by the Consultant, would be recoverable under the relevant provisions of Public Damage Recovery Act'1914 by the Department/ULB.

## 6. ACKNOWLEDGEMENTS BY APPLICANT FIRM

6.1 It shall be deemed that by submitting the Offer, the Applicant Firm has:

- 6.1.1 made a complete and careful examination of the RFQ;
- 6.1.2 received all relevant information requested from the UD&HD;
- 6.1.3 Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of UD&HD;
- 6.1.4 satisfied itself about all matters, local conditions, things and information, etc. necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- 6.1.5 agreed to be bound by the undertaking provided by it under and in terms hereof.

6.2 UD&HD shall not be liable for any omission, mistake or error on the part of the Applicant Firm in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ or the Selection Process, including any error or mistake therein or in any information or data given by UD&HD.

## **7 NO CLAIM ARRANGEMENTS**

7.1 The Consultant shall not be entitled to make any claim, whatsoever, against the department, under by virtue of or arising out of, this contract, nor shall the department entertain or consider any such claim, if made by the Consultant and Consultant shall have to sign a "no claim" certificate in favor of the department in such forms as shall be required by the department after the expiry of the agreement.

## **8 QUALITY STANDARDS**

8.1 **Standards:** The services provided under this agreement shall conform to the standards mentioned in the Technical Specifications, and when no standards are mentioned, than the international standards shall be applicable.

The Detailed Project Report shall be prepared as per the prevailing survey standards, investigation standards, sub-studies etc. but not limited to the scope mentioned.

8.2 **Standard of Performance:** The Consultant shall carry out the services and carry out its obligations under the agreement with due diligence, efficiency and economy in accordance with generally accepted norms, techniques and practices used in the industry. He shall also employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

## **9 NEGATION OF CORRUPT PRACTICES**

9.1 Department is a public service department and requires to serve honestly, diligently and timely. The Consultant would be the assisting agency of the department, therefore, he is also required to maintain highest standards of honesty and ethics.

The Consultant is advised to refrain from the corrupt and fraudulent practices during the execution of the contract. Corrupt and fraudulent practices are defined as follows:-

9.1.1 "Corrupt Practice" means behavior of Consultant including his personnel by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value.

9.1.2 "Fraudulent Practice" means a misrepresentation of facts in order to influence, and collusive practices of the Consultant.

## **10 DETAILS TO BE KEPT CONFIDENTIAL**

10.1 The consultant shall treat the details of the agreement as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the department.

If any dispute arises as to the necessity of any publication or disclosure for the purpose of the agreement the same shall be referred to the Principal Secretary, Urban Development & Housing Department , whose decision shall be final.

10.2 The Consultant or his representative should neither disclose the data nor sell the data or use it for commercial exploitation or research work without the written permission of the Principal Secretary, Urban Development & Housing Department .

## **11 TRANSFER OF RIGHTS**

11.1 The Consultant shall not transfer the agreement or part of the agreement to anybody.

## **12 DECISIONS AND INTERPRETATION**

12.1 Except where otherwise specifically stated, the office designated by Urban Development & Housing Department , Government of Jharkhand will decide the agreed matter between the department and the Consultant and the matter shall be referred to the Principal

Secretary/Secretary, Urban Development & Housing Department , whose decision would be final and binding on both the parties.

- 12.2 In case of dispute over the interpretation of any clause of agreement, decision of Principal Secretary/Secretary, Urban Development & Housing Department shall be final and binding.

### **13 SUSPENSION**

13.1 The Department may, by a written notice to the Consultant, suspend the agreement if the Consultant fails to perform any of its obligations under this agreement, including the carrying out of the services. Provided that such notice of suspension:

- (i) Shall specify the nature of the failure, and
- (ii) Shall direct the Consultant to rectify such failure within a specified period from the date of receipt of such notice of suspension.

13.2 No payment shall be made to the Consultant for such suspended period and no damage shall be claimed on account of this suspension

### **14 DISQUALIFICATION**

14.1 Department, in its sole discretion and at any time during the processing of Offers, may disqualify any Applicant Firm from the offer process, if:

14.1.1 Firms not meeting eligibility criteria.

14.1.2 Firms made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

14.1.3 A Offer not valid for at least 180 days shall be considered as non-responsive and would be disqualified.

14.1.4 If found to have record of poor performance such as abandoning works, not properly completing the agreement, inordinately delaying completion, being involved in litigation or financial failures, etc.

14.1.5 Submitted Offer which is not accompanied by required documents is non-responsive.

14.1.6 Failed to provide clarifications related thereto, when sought.

14.1.7 Submitted more than one Bid. This will cause disqualification of all Bids submitted by such applicants.

14.1.8 Bidders, who are found to canvass, influence or attempt to influence in any manner the qualification of selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.



## **15 TERMINATION OF THE CONTRACT**

- 15.1 The department shall have a right to cancel the agreement if the Consultant commits breach of any condition. Breach of agreement include, but are not limited to, the following:
- 15.1.1 It is found that the time schedule of implementation of the scheme is not being adhered to,
  - 15.1.2 The Consultant stops work & such stoppage has not been authorized by the Urban Development & Housing Department .
  - 15.1.3 The Consultant may become bankrupt or goes into liquidation,
  - 15.1.4 The department gives notice to correct a particular defect/irregularity and the Consultant fails to correct such defects/irregularity within a reasonable period of time determined by the department,
  - 15.1.5 In case the Consultant fails to carry out the instructions/orders issued by the department from time to time during the currency of the agreement and fails to comply with the laws applicable in the State
  - 15.1.6 The Consultant fails to deliver any or all of the obligations within the time period(s) specified in the agreement, or any extension thereof granted by department.
  - 15.1.7 The Consultant fails to perform any other obligation(s) under the agreement.
- 15.2 Because of breach of agreement by the Consultant for any of the above reasons, the department shall have the right to terminate the agreement and forfeit the security deposit and invoke the performance bank guarantee.

## **16 CESSATION OF RIGHTS AND OBLIGATIONS**

- 16.1 Upon termination of the agreement, or upon expiry of this agreement, all rights and obligations of such parties hereunder shall cease, except:
- 16.1.1 Such rights and obligations as may have accrued on the date of termination or expiry.
  - 16.1.2 The obligation of confidentiality set forth.
  - 16.1.3 Any right which a party may have under the applicable law.

## **17 CESSATION OF SERVICES UPON TERMINATION**

- 17.1 Upon termination of the agreement, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner.

## **18 DISPUTE RESOLUTION**

- 18.1 The Department and the Consultant shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under agreement.
- 18.2 If after 30 days from the commencement of such direct negotiations, the dispute is not resolved it shall be referred to Principal Secretary, Urban Development & Housing Department , Jharkhand, where decision shall be final and binding upon both parties.
- 18.3 Pending the submission of and/or decision on a dispute, difference or claim or until the matter is decided by Principal Secretary, Urban Development & Housing Department , Jharkhand the Consultant shall continue to perform all its obligations under this agreement without prejudice of final adjustment in accordance with such award.
- 18.4 The Department may terminate this agreement, by giving a written notice of termination of minimum 30 days, to the Consultant, if the Consultant fails to comply with any decision delivered by Principal Secretary, Urban Development & Housing Department , Jharkhand.

## **19 FORCE MAJEURE**

- 19.1 Notwithstanding the provision of Clause 17.0, 18.0 and 25.0, the Consultant shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligation under the agreement is the result of an event of Force Majeure.

For purpose of this Clause, "Force Majeure" means an event beyond the control of the Consultant and not involving any fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the department either in its sovereign or agreed capacity, wars or revolution, fires, floods, epidemics, quarantine restrictions and freight embargoes. But does not include failure of electricity, printing system or non-availability of raw material as a cause beyond control.

- 19.2 If a Force Majeure situation arises, the Consultant shall promptly notify the department in writing within 24 hours of such conditions and the cause thereof. Unless otherwise directed by the department in writing, the Consultant shall continue to perform its obligations under the agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

The Department may terminate this agreement, by giving a written notice of minimum 30 days to the consultant, if as a result of Force Majeure the Consultant is unable to perform a material portion of the services for a period of more than 60 days.

**Form T – 1**  
**BIDDER DETAILS**

1.	Name of bidder	
2 (a)	Address of bidder	
(b)	Phone no:	
(c)	Fax no.	
(d)	E mail	
(e) 3	Website	
(a)	Name of authorized signatory to bid	
(b)	Designation	
(c)	Phone (Landline) Phone (Mobile)	
(d)	Fax	
(e)	Email	
4	NAME, address, Tel No. Fax, email at which communication to be sent in respect of bid	
5	Names of the present Proprietors/ Partners/Board of Directors	

**Form T – 2**

The firm's experience of the last five year in the field of assignment (Please also enclosed the supporting documents)

S. No.	Name of the Project	Nature of the project	Name of the Department	Total Cost of the Project	Date of commencement of the Project	Status of the Project	Remarks about the completion of the project by the concerned Department
1	2	3	4	5	6	7	8

(Signature of Consultant and seal)

**Form T – 3**

The qualification & Competence of the personnel proposed for the assignment.

Sl. No.	Name of the person concerned	Academic Qualifications	Experience in the respective field	Experience in the prestigious studies / Projects funded by private / public sector / multilateral funding agencies in Asia	Remarks
1	2	3	4	5	6

(Signature of Consultant and seal)

**Form T – 4**

**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF**

1. Proposed Position:
2. Name of Staff: .....
3. Date of Birth: .....
4. Nationality: .....
5. Educational Qualification:
6. Membership of professional societies:
7. Publications:
8. Employment Record:

(List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned along with certificate for the Team Leader,).

9. Summary of the CV

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

9.1 Education:

- (i) Field of Graduation and Year
- (ii) Field of post graduation and year
- (iii) Any other specific qualification

9.2 Experience

- (i) Total experience in Urban Development Sector: .....Years.
- (ii) Responsibilities held: .....Years.
- (iii) Relevant Experience: .....Years.

9.3 Permanent Employment with the Firm (Yes/No):

If yes, how many years:

If no, what is the employment:

Arrangement with the firm ?

**Certification:**

1. I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of his assignment on the project.

2. I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself, my qualification and my experience.

**Signature of the Candidate** \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

**Signature of the Authorised Representative of the firm** \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

**Note:** Each page of the CV shall be signed in ink by both the staff member and the Authorized Representative of the firm. Photocopies will not be considered for evaluation.



**Form T – 5**  
**AFFIDAVIT**  
**(IN RS. 100 NON-JUDICIAL STAMP PAPER)**

I, ..... S/o ..... Director of M/s  
..... having its registered office at ..... do  
hereby solemnly affirm and declare as follows:

1. That I have been authorized to execute this affidavit on behalf of this company by the Board of Directors vide its resolution passed on .....
2. That the Urban Development & Housing Department , Government of Jharkhand vide advertisement published in ..... had invited offers from consultants to constitute a panel of consultants.
3. That in response to the said advertisement as stated in paragraph (2) above, our firm has submitted its proposal to the Urban Development & Housing Department , Government of Jharkhand.
4. That the proposals of our firm M/s ..... containing necessary information and particulars furnished as per given Performa, detailing therein :
  - a. Firm's general experience in the field of assignment / work.
  - b. The qualification and Competency of the personnel for the assignment.
5. That our firm have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial authority or a judicial pronouncement or arbitration award against our firm, nor our firm have been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach of our part.
6. That our firm 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 us.

That the statements made in paragraph 1 to 6 of the foregoing affidavit as above are true to my knowledge and belief and if anything is found contrary, I stand liable to be prosecuted under appropriate Act / laws in force.

Solemnly affirmed by the said ..... at ..... on this the  
..... day of ..... 2013.

Deponent :

Identified by me :

Form T-6

**CONSORTIUM AGREEMENT  
CONDITIONS AND TERMS**

(To be executed on Rs 100 Stamp Paper)

**THIS CONSORTIUM AGREEMENT** (hereinafter called the "Agreement") is made and entered into this ..... day of the month of..... 2018, by and among:

1. [*Name of Leading Member*] through Authorised Signatory [*Name of Authorised Person*] having their principal place of business at [*Address*] for and on behalf of [*Name of Leading Member*] (hereinafter called the "Consultant A") of the ONE PART;

2. [*Name of Member*] through Authorised Signatory [*Name of Authorised Person*] having their principal place of business at [*Address*] in India for and on behalf of [*Name of Member*] (hereinafter called the "Consultant B") of the SECOND PART;

All the above for the purpose of this Agreement hereinafter individually called the "Member" and collectively called the "Members"

WHEREAS

(a) [*Name of Client*] has desired to appoint [*Name of the Consortium*] comprising above Members as the Consultants for providing consultancy services; herein after called the "Services" for [*Name of the Project*]; hereinafter called the "Project"; and

the Members have agreed to join hands in the form of a Consortium to provide the professional consultancy services for the said Project on the terms and conditions as set forth in this Agreement ; NOW THEREFORE, in consideration of the mutual covenants of the Members, the sufficiency whereof is hereby acknowledged and other good valuable considerations, the Members have agreed as follows:

**1. DEFINITIONS AND INTERPRETATIONS**

**1.1 Definitions**

Capitalized terms used in this Agreement shall have their respective defined meanings, and/or shall have the meanings specified in the Contract and the Tender Document and subsequently signed Contract between Client and Consultant, unless the context expressly or by necessary implication otherwise requires.

**1.1.1** "Client" means the person, firm, company or body named in [*Schedule 1*] and none other, except its legal successors and permitted assigns;

**1.1.2** "Consortium" means the Consortium formed between the Members in accordance with this Agreement;

**1.1.3** "Country" means the country named in [*Schedule 1*] where the Project is located;

**1.1.4** "Day" means the period between any one midnight and the next, and "Month" means a period of one month according to the Gregorian calendar commencing with any day in the month;

**1.1.5** "Document" means written, drawn, typed, printed, magnetized or photographic material which is capable of being copied;

**1.1.6** "Invitation" means the invitation of the Client to a Member or Members to submit a proposal for the provision of professional consultancy services for the Project;

**1.1.7** "Lead Member" means the member which will take the lead in the management of the Consortium's affairs.

**1.1.8** "Members" means the individuals or firms which have agreed to form a consortium in connection with the project;

**1.1.9** "Project" means the undertaking or proposed or actual works named in [*Schedule 1*] in connection with which the Client intends or has commenced to proceed and requires professional services;

**1.1.10** "Proposal" means the proposal to be prepared and submitted by the Consortium in response to the Invitation;

**1.1.11** "Services" means all the services to be performed by the Consortium in accordance with the Proposal, Terms of Reference or the Services Contract, as the case may be;

**1.1.12** "Services Contract" means the contract between the Client and the Consortium for the provision of professional services for the Project; and

## **1.2 Interpretation**

**1.2.1** For the purpose of this Agreement, where the context so requires, (i) the singular shall be deemed to include the plural and vice-versa and (ii) masculine gender shall be deemed to include the feminine gender and vice-versa.

**1.2.2** References to a "person" if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof.

**1.2.3** The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Agreement.

**1.2.4** References to the word "include" and "including" shall be construed without limitation.

**1.2.5** Any reference to day shall mean a reference to a calendar day.

## **2. PURPOSE OF CONSORTIUM AGREEMENT**

**2.1** The purpose of this Agreement is to specify the responsibilities of the Members towards the Client, supplement the provisions of the Contract and the Tender Document concerning the Project and to set out further rights and obligations of the Members supplementing but not conflicting with those present in the Contract and the Tender Document.

## **3. DURATION**

**3.1** This Agreement shall come into force and effect on as of the date of Signing of this Agreement by the Members. Unless otherwise terminated earlier, this Agreement shall remain effective until the complete discharge of all obligations, concerning the carrying out of the Project, which have been taken on by the Members. The duration of this Agreement may be extended, by the written agreement of the Members, for such period as deemed appropriate.

## **4. COORDINATOR**

**4.1** The Members hereby understand and agree that there shall be a "Lead Member" who shall be the point of contact for the purpose of the Project. It is hereby agreed by the Members that for the purpose of the Agreement M/s. *[Name of the Lead Member]* has been appointed as Lead Member. The Lead Member shall be specifically authorised by the Members to make representations and declarations on their behalf. However, it is clarified that every Member of the Consortium shall be individually responsible for a part of the Services for the Works as specified under *[Schedule 2]* and jointly and severally liable for the successful completion of the entire Project.

**4.2** For the purpose of this Agreement, the Tender Document and the Contract, the Lead Member shall be the single point of contact for the Client, shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in this Agreement.

**4.3** All instructions/communications from Client to the Lead Member shall be deemed to have been duly provided to all the Members of the consortium.

**4.4** For the avoidance of doubt it is hereby clarified that the all Members of the consortium shall be held individually responsible for the obligations mentioned in *[Schedule 2]* regarding their specific roles/responsibilities undertaken by them under this Agreement.

## **5. RIGHTS AND OBLIGATIONS**

**5.1** For delivery of all Services as per Contract with the Client, Lead Member shall be primarily accountable and responsible.

**5.2** The Lead Member shall be responsible for the transmission of any documents and information connected with the Project to the Members concerned.

**5.3** It is hereby clarified that representations and declarations made by the Lead Member shall be legally binding on all the Members of the Agreement.

**5.4** Each Member shall use reasonable efforts to perform and fulfill, promptly, actively and on time, all of its obligations under this Agreement.

**5.5** All commercial activities with the Client shall be conducted by the Lead Member.

## **6. RESPONSIBILITIES TOWARDS EACH OTHER**

6.1 (a) Each Member undertake:

**(i)** To promptly notify each of the Members about any significant delay in fulfillment of milestones in relation to the Project; and

**(ii)** To inform other Members of relevant communications it receives from third parties in relation to the Project.

**(b)** Each Member shall use reasonable efforts to ensure the accuracy of any information or materials it supplies hereunder or under this Agreement and promptly act to correct any error therein as soon as it came into the knowledge.

**(c)** Each Member shall act in good faith. When a Member believes that for carrying out the Project or use of knowledge from the Project it might require access rights to another Member's pre-existing know-how or to another Member's knowledge and material which is not from the Project, it shall obtain written permission from the Member prior to the use of such material.

**(d)** Each Member shall keep confidential all information of confidential nature, whether written or oral, concerning to this Agreement and also abide by the terms of confidentiality as described in Tender Documents and shall also abide by all the clauses of the Tender Documents.

**(e)** Each Member shall share with and disclose information to other Members including confidential information and documents as may be necessary for the Project. The Members hereby understand and agree that the information shall be used solely for the purpose of the Project and not for its own use or for any third party benefit.

## **7. LIABILITIES**

### **7.1 Liability towards each other:**

The Members hereby understand and agree that each Member shall be individually liable for any default with regard to the deliverables of his part under the terms and conditions of the Contract [Schedule 2] and the Tender Document.

### **7.2 Indemnification of a Member for each other:**

Each Member shall indemnify each of the other Members, in respect of liability resulting from acts or omissions of itself.

### **7.3 Liability towards Third Parties:**

Subject always to such other undertakings and warranties as are provided for in this Agreement and the Contract, each Member shall be solely liable for any loss, damage or injury to third parties resulting from its carrying out its parts of the Project and from its use of knowledge and/or know how. Both the specified parties i.e consultant 'A' and consultant 'B' of the consortium shall be jointly and severally liable for ant/all acts done or to be done or promised to be done by them.

## **8. REPRESENTATION AND WARRANTIES**

### **8.1 The Members hereby represent and warrant that:**

**(a)** They are duly organised and validly existing under the laws of India and have full power and authority to enter into this Agreement and to perform their obligations under this Agreement. The execution and validity of this Agreement and the Consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of the Members.

**(b)** This Agreement constitutes a valid and binding obligation of the Members, enforceable against them in accordance with the terms hereof, and the execution, delivery and performance of this Agreement and all instruments or agreements required hereunder do not contravene, violate or constitute a default of or require any consent or notice under any provision of any agreement or other

instrument to which the Member is a party and tender document or by which the Members are or may be bound.

**(c)** Each of the representations and warranties shall be construed as a separate representation, warranty, covenant or undertaking, as the case may be, and shall not be limited by the terms of any other representation or warranty or by any other term of this Agreement.

**(d)** The Members have read, understood and agreed with the terms and conditions of this Agreement.

## **9. NOTICES**

**9.1** Notices, demands or other communication required or permitted to be given or made under this Agreement shall be in writing in English language and will take effect from receipt at the address stated herein below. Delivery can be made by hand or facsimile message against a written confirmation of receipt or by registered letter, speed post or by courier subsequently confirmed by letter.

If to the Member of the First Part

[Insert name]

[Insert address]

If to the Member of the Second Part

[Insert name]

[Insert address]

**9.2** Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery in person or by registered letter post or courier at the given address.

## **10. LANGUAGE AND LAW**

The following shall be stated in [Schedule 1]:

(i) The language in which this Agreement shall be written and interpreted; and

(ii) The country or state, the law of which shall apply to this Agreement.

## **11. ARBITRATION**

**11.1** Any and all disputes or differences between the Members arising out of or in connection with this Agreement or its performance shall, so far as it is possible, be settled amicably through consultation between the Members.

**11.2** Any dispute arising in connection with this Agreement which cannot be resolved by the Members in accordance with the terms of this Agreement shall be settled by arbitration in accordance with the Rules of Arbitration and conciliation Act 1996 of India. The Members agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

## **12. MISCELLANEOUS**

**12.1** Each Member shall bear its own legal, accounting, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement and the transactions contemplated herein.

**12.2** This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Members with respect to the subject matter of this Agreement. In the event of any conflict between the terms of this Agreement and the Contract and the Tender Document, the terms of the Contract shall prevail.

**12.3** Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

**12.4** This Agreement shall be governed and interpreted by, and construed in accordance with the laws of India, without giving effect to the principles of conflict of laws there under.

**12.5** The Schedules shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Schedules.

**12.6** No variation or modification to the terms of this Agreement shall be made except by a written amendment signed by the Members.

**IN WITNESS WHEREOF**, the Members have entered into this Agreement the day, month and year first above written.

1. For and on behalf of \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

Seal \_\_\_\_\_

2. For and on behalf of \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

Seal \_\_\_\_\_

Director

**SCHEDULE 1  
CONSORTIUM AGREEMENT DATA SHEET**

*[Instructions are provided, as needed, in italics.]*

*Clause Reference*

**1.1.1 NAME AND ADDRESS OF THE CLIENT:**

*Urban Development Department, Government of Jharkhand, 3<sup>rd</sup> Floor, Project Bhawan, Dhurwa, Ranhi-834004-Jharkhand*

**1.1.3 COUNTRY:**

*India*

**1.1.9 PROJECT BRIEF:**

*[Request for Qualification for Empanelment of Consultants to provide Consultancy services for preparing Techno- Economic-Feasibility Reports, Detail Project Report and Project Management Consultancy in the field of various Urban Services and Urban Infrastructure Projects under Urban Development Department, Govt. of Jharkhand]*

**9. (i) LANGUAGE AND LAW:**

**(i)** The Consortium agreement shall be written and interpreted in English Language.

**(ii)** The Law of India shall apply to this Agreement.

**SCHEDULE 2**  
**OBLIGATIONS OF EACH INDIVIDUAL MEMBER**

*[Instructions are provided, as needed, in italics.]*

*Clause Reference*

**4.1, 4.4**

**& 7.1**

**OBLIGATIONS OF EACH INDIVIDUAL MEMBER**

*[Describe obligations of each individual Member of the Consortium.]*

## MEMORANDUM OF UNDERSTANDING

Between

*[First Member]*

And

*[Second Member]*

*(For providing / Rendering Particular Consultancy services)*

THIS MEMORANDUM OF UNDERSTANDING (hereinafter called "MOU") made and entered into this ..... day of the month of ..... 2018, by and among:

*[Name & complete address of First/Leading Member]* (hereinafter called "*[short name/acronym]*"), which expression shall include its successors, legal representatives and permitted assigns;

*[Name and complete address of Second Member]* (hereinafter called the "*[short name/acronym]*"), which expression shall include its successors, legal representatives and permitted assigns;

(Both of the above for the purpose of this MOU shall hereinafter individually called the "Member" and collectively called the "Members")

### WHEREAS,

**(a)** *[Name of the Client]* represented by *[Name of the person/officer]* (hereinafter called the "Client") has invited through *[Mention the title of invitation]* published in daily *[Insert name of news paper]* dated *[Insert date]* to submit proposal for providing certain consultancy services (hereinafter called the "Services") for *[Name of the project]* (hereinafter called the "Project");

**(b)** the Members hereby intend to join hands to form an unincorporated association for the sole purpose of, preparation and submission of joint proposal as required to be submitted to the Client for carrying out the Services for the Project. In case of acceptance of proposal by the Client, the members shall perform the Services as shall be agreed through Joint Venture/ Consortium *[Use which is appropriate]* Agreement and the contract to be entered between the Client and the Joint Venture/Consortium.

NOW, THEREFORE, the Members confirm their understanding (hereinafter called the "Association") as follows:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.2 Definitions

The following words and expressions shall have the meanings assigned to them, except where the context otherwise requires:

**1.1.1** "Association" means the understanding formed between the Members in accordance with this MOU;

**1.1.2** "Client" means the person, firm, company or body named as client in the Joint Venture/Consortium Agreement and none other, except its legal successors and permitted assigns;

**1.1.3** "Contract" means the Contract between the Client and the Joint Venture/Consortium for the provisions of professional services for the Project;

**1.1.4** "Country" means *[State the name of the "Country"]* where the Project is located;

**1.1.6** "Consortium" means the consortium to be formed between the Members for the Project;

**1.1.7** "Consortium Agreement" means the formal agreement to be entered between the Consortium Members, upon acceptance of proposal for the Project;

**1.1.8** "Proposal" means the proposal to be prepared and submitted by the Members in response to the Invitation, by the Client;

**1.1.9** "Services" means all the services to be performed by the Members in accordance with the Proposal or Contract, as the case may be;

**1.1.10** "Representative" means the person nominated by the Members(s) of the Joint Venture/Consortium through Power of Attorney to sign the Proposal and the Contract on behalf of and



in the name of that Member. The signature of Representative shall bind each Member in respect of all obligations and liabilities it assumes under the Joint Venture/ Consortium Agreement.

**1.1.11** "Leading Member" means the Member which will take the lead in the management of the Association's affairs under this MOU and which will provide the Association's Representative for liaison with the Client and, unless otherwise agreed by the Members, the Services Manager for direction of the conduct of the Services;

**1.1.12** "Day" means the period between any one midnight and the next, and "month" means a period of one month according to the Gregorian calendar commencing with any day in the month; and

**1.1.13** "Document" means written, drawn, typed, printed, magnetized or photographic material which is capable of being copied.

## **1.2 Interpretation**

**1.2.1** Words importing the singular also include the plural and the masculine includes the feminine and vice-versa where the context requires.

**1.2.2** The headings in this MOU shall not be taken into consideration in its interpretation.

**1.2.3** Unless otherwise stated, all references to clauses/sub-clauses are references to clauses/sub-clauses numbered in the Conditions and Terms of this MOU and not to those in any other document attached or incorporated by them.

## **2. ASSOCIATION/UNDERSTANDING**

**2.1 The Members hereby intend to join hands to form an unincorporated association for the purpose of:**

- preparing and submitting the Proposal to the Client;
- providing any further information, the Client may require or negotiating with the Client on any matters requiring negotiation in connection with the Proposal;
- Entering into a formal Joint Venture/Consortium Agreement, stipulating in detail the relations between the Members on the basis of this MOU and in accordance with the Services Agreement with the Client, if the Proposal is accepted; the Services shall be rendered jointly by the Members in accordance with a Joint Venture/Consortium Agreement to be signed by the Members. The Joint Venture/Consortium Agreement shall be signed prior to commencing the Services and shall be based upon the terms of the Contract signed between the Joint Venture/Consortium and the Client; and
- performing all the Services to be undertaken for the project by the Joint Venture/Consortium under the Services Agreement.

**2.2** The Members hereby appoint the Leading Member and, pursuant to Clause 3.6, the representative of the Association.

**2.3** Unless otherwise agreed in writing by the Members, this MOU shall not terminate if a Member changes its name or is taken over by, or merged with, another company or partnership provided that such successor name, company or partnership is an independent professional firm acceptable to the Client.

## **3. PROPOSAL SUBMISSION**

**3.1** The Members shall make all reasonable endeavors to obtain from the Client the award of the Services Agreement in accordance with the conditions of the Invitation.

**3.2** The preparation and submission of the Proposal shall be undertaken jointly by the Members. The Members shall be required to provide their respective information and document on the required format to the Leading Member. The Leading Member shall co-ordinate and finalize the preparation of the Proposal and its submission to the Client. The Members shall cooperate with the Leading Member. The Members shall perform with all reasonable skill, care and diligence their respective functions, as agreed between the Members, allotted by the Policy Committee until the award of the Services Agreement to the Joint Venture/Consortium or until the provisions of Sub-Clause 16.1 have been satisfied.

**3.3** Once the Proposal has been submitted to the Client, no changes may be made or additional information or explanations given without the consent of all the Members until the Service Agreement is signed and have become effective.

**3.4** The Members shall enter into a formal Joint Venture/Consortium Agreement, stipulating in detail the relations between the Members on the basis of this MOU and enter into the Contract, if it is awarded in accordance with the Proposal, or the Proposal as amended, subsequent to its submission, by agreement between the Client and the Joint Venture/Consortium.

**3.5** Upon the execution of this MOU, each of the Members shall grant a Power of Attorney in favour of a person nominated by it as its Representative. Under the Power of Attorney granted to him, the Representative of a Member shall thereby have authority to sign the Proposal and the Services Agreement on behalf of and in the name of that Member. The signature of its Representative shall bind each Member in respect of all obligations and liabilities it assumes under this MOU.

**3.6** The Representative of the Leading Member shall be the representative of the Association for the purpose of correspondence and discussion with the Client on matters involving the interpretation of the Proposal and alterations to it and to the Services to be performed.

#### **4. PERFORMANCE OF THE SERVICES**

**4.1** The Services shall be carried out by each Member in accordance with the terms and conditions as set out in the MOU and the Service Agreement. In the event of any inconsistency between the terms of this MOU and the Service Agreement regarding performance of the Services, the terms of Service Agreement shall prevail.

**4.2** Each Member shall be responsible for fulfilling the obligations in accordance with the terms of Service Agreement.

**4.3** The apportionment between the Members of MOU shall be recorded and amended in the Joint Venture/Consortium Agreement.

**4.4** Any alterations or additions to be carried out under the Service Agreement shall be made only with the instruction or consent of the Client. Responsibilities for carrying out additional obligations shall be agreed between the Members, subject to the consent of the Client, if required by the Service Agreement.

#### **5. LANGUAGE AND LAW**

**5.1** This MOU shall be written and interpreted in English Language and the law which is to be applied to this MOU shall be the law of India.

#### **6. EXCLUSIVITY**

**6.1** Unless otherwise agreed by the Members, no Member shall engage in any activity related to the Services, unless otherwise agreed by the Members, other than as a Member of this Understanding and in accordance with the terms and conditions of this MOU. Each Member warrants that its subsidiaries and other firms or individuals over which it has control will comply with this requirement.

#### **7. EXECUTIVE AUTHORITY**

**7.1** No Member shall have authority to bind or to make any commitment on behalf of any other Member unless such authority is expressed in writing by the Members jointly, or by a Member individually in regard to the (other) Member.

**7.2** From the date of this MOU until the award of the Services Agreement or until this MOU shall terminate in accordance with its terms, whichever is the earlier, the following matters shall require the unanimous consent of the Members:

**(d)** For the purpose of submitting the Proposal, the respective responsibilities and obligations to be undertaken by the Members, subject to the conditions of the Invitation or TOR;

**(e)** For the purpose of submitting the Proposal, the prices and terms and conditions of payment comprised in the Proposal as applicable to the Members, subject to the conditions of the Invitation; and

**(f)** Any communication to, or response to communication from, the Client either written or oral and any commitment of any kind to the Client or any other party in connection with the Proposal.

#### **8. DOCUMENTS**

**8.1** All documents and/or information forwarded by either Member to the other for the preparation of Proposal shall remain sole and exclusive property of the Member which provided the same including the intellectual property rights.

**8.2** Upon expiration/termination of MOU, each Member shall:

**(a)** return to the other, all such documents and/or materials including computer diskettes and all copies thereof that are jointly prepared by the MOU Members; and

**(b)** Certify that all such documents and information and all copies have been returned to such receiving Member.

## **9. PERSONNEL**

**9.1** Each Member shall be obliged to depute as much of their personnel as are needed in timely accomplishment of the proposal for a specific project and subsequently carrying out of the project. Unless specifically agreed otherwise, under the arrangement of MOU, no employee shall be considered on its strength.

## **10. ASSIGNMENT AND THIRD PARTY**

**10.1** No Member shall assign, sell, transfer or in any way encumber its interest under this MOU, or its interests in any sums payable by the Client, without first obtaining the consent in writing of other Member.

## **11. SEVERABILITY**

**11.1** If any part of the provisions of this MOU is found in any way to be void or not applicable, such part of the provisions shall be deemed to be deleted and remainder provisions of MOU shall continue in force and effect.

## **12. MEMBER IN DEFAULT**

**12.1** In the event of insolvency of a Member, the other Member hereby irrevocably constituted and appointed attorney-in-fact for such insolvent Member to act for it in all matters affecting performance of the Service Agreement to be entered with the Client.

## **13. DURATION OF THE UNDERSTANDING**

**13.1** This MOU shall come into force and effect on the date of signing of this MOU by the Members.

**13.2** Unless otherwise terminated earlier, this MOU shall expire on the date when;

**(a)** the Proposal is not accepted by the Client; or

**(b)** the Members entered into Joint Venture/Consortium Agreement, following acceptance of Proposal by the Client.

## **14. LIABILITY**

**14.1** Each of the Members warrants that it will indemnify and keep indemnified the other Member against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this MOU.

**14.2** In the event of it being alleged by one Member in writing that any legal liability is attributable to the other Member or to the Members, the Members shall use reasonable endeavors to reach agreement on the liabilities to be borne by each of the Members, and in the event of the Members failing to so agree, a proper apportionment shall be determined by resolution in accordance with Clause 19.

## **15. PROMOTIONAL AND PROJECT COSTS, PROFITS/ LOSSES AND REMUNERATION**

**15.1** Each Member shall bear and pay all of its costs and expenses incurred in connection with this MOU and all other activities concerning job acquirement prior to the signing of Joint Venture/Consortium Agreement except as otherwise agreed upon in writing.

## **16. FINANCIAL ADMINISTRATION AND ACCOUNTING**

**16.1** Each Member shall be responsible for keeping its own account in respect of payments due to it and for its own financial affairs generally. Each Member shall be responsible for dealing with its own income

tax affairs, and its own social security affair: where relevant, and for accounting accordingly to the relevant authorities.

### **17. Dispute Resolution**

**17.1** Any dispute arising in connection with this MOU which cannot be resolved by the Parties in accordance with the terms of this MOU shall be settled amicably through negotiations, failing which the matter shall be referred to UD&HD for seeking their advice.

### **18. Deleted**

### **19. NOTICES**

**19.1** Notices under the MOU shall be in writing and will take effect from receipt at the address stated of the each of Member. Delivery can be by hand or facsimile message against a written confirmation of receipt or by registered letter or courier.

### **20. SOLE AGREEMENT AND VARIATION**

**20.1** This MOU is the sole understanding between the Members and supersedes any previous understandings between them relating to the matters referred to herein. Variations and addenda may be made to this MOU, including the admission of new Member (s) to the Association, by written instrument which shall be effective upon being signed by all Members (or on their behalf by their Representatives), provided that if a Member is considered by the other Member to be in default pursuant to Clause 12 of this agreement and signature is not required.

IN WITNESS WHEREOF the Members hereto have executed this MOU in [*State name of place*] on the day, month and year first above written.

#### **1. Signed for and on behalf of**

[*Name of the Leading Member*]

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Seal

#### **2. Signed for and on behalf of**

[*Name of the Member*]

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Declaration (Letter) of Association for Consultancy Services**

*[On letter head of the member Consultant of the proposed Joint Venture/Consortium]  
....., 2018*

To:

*[Name of the Lead Consultant/Member of JV/Consortium]*

*[Address]*

*[City]*

Attn: *[Name of the Proposal Coordinator]*

**Declaration of Association for Consultancy Services for .....** *[Name of the Project for which proposal is to be submitted]*

Dear Sir,

We, *[Name of the Partner]*, the Partner to Joint Venture/Consortium *[use whichever is applicable]* are pleased to confirm our association with lead firm M/s *[Name of the Lead Consultants]*, for providing engineering consultancy services for the captioned project.

We look forward to work together for the successful completion of the project in case we are awarded the subject assignment.

For and on behalf of *[Name of the Partner]*

\_\_\_\_\_  
*[Name and Designation of the signatory of the Partner]*

Municipal Administration  
Urban Development Department  
Govt. of Jharkhand.

**Form F – 1**

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I ..... certify that I am the Secretary of the Corporation/Company, set up under the laws of ..... and that ..... (Name and Designation) who signed the above tender is authorized to bind the corporation by authority of its governing body.

(Signature of Secretary and Seal)

**Form F-2**

**CERTIFICATE**

I undertake to abide by the terms and conditions as laid down in the offer documents by this Department and also follow the instructions given by the Department (to be read with Terms and Conditions).

Signature :

Name of the person :  
with Designation

Name of the Firm :

**Form F-3**

**PERFORMANCE BANK GUARANTEE**

The Urban Development & Housing Department , Government of Jharkhand has invited bids for appointing a consultant for offering Consultancy services regarding (Name of the project)..... in the State of Jharkhand.

M/s. .... submitted their proposal with reference to the said bid The Urban Development & Housing Department , Government of Jharkhand has since decided to award the contract to M/s..... vide their letter of intent no..... dated..... directing M/s..... to submit Performance Bank Guarantee ofRs. ....

M/s..... has requested us to furnish above bank guarantee valid upto .....Considering the request, we ..... do hereby undertake to pay to The Urban Development & Housing Department , Government of Jharkhand an amount not exceeding Rs. .... lakhs on demand by The Urban Development & Housing Department , Government of Jharkhand in case of failure of M/s in fulfilling the obligations properly and timely under the said contract.

We ..... do hereby undertake to pay the amount payable under this guarantee without demur, merely on a demand from The Urban Development & Housing Department , Government of Jharkhand . Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee.

Our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....lakhs. This guarantee would remain in full force upto..... Unless the demand as claim under this guarantee is made on us in writing on or before ....., we shall be discharged from all liabilities under this guarantee thereafter.

We undertake to pay unconditionally to The Urban Development & Housing Department , Government of Jharkhand any money so demanded and our liability under this guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability from payment there under and M/s. ....shall have no claim against us making such payment.

This guarantee will not be discharged due to the change in the constitution of the Bank or consultant.



We undertake not to release this guarantee during its currency except with prior consent of The Urban Development & Housing Department , Government of Jharkhand in writing.

“Notwithstanding anything herein contained; our liability under this Guarantee shall:

(A) Be limited to a sum of Rs.....lakhs (Rupees.....lakhs) only.

(B) Stand completely discharged and all our rights under this guarantee shall stand extinguished, if no claim or demand is made upon us in writing on or before .....

Date.....

**Signature for and on behalf of Bank**