Request for Proposal (RFP)

Consultancy Services for providing Independent Quality Check Squads (IQCS) for all line departments/corporations and other agencies of the Government of Himachal Pradesh
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Particulars</th>
<th>Page No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>REQUEST FOR PROPOSAL (RFP)</td>
<td>1-2</td>
</tr>
<tr>
<td>2.</td>
<td>INSTRUCTIONS TO BIDDERS</td>
<td>3-22</td>
</tr>
<tr>
<td>3.</td>
<td>GENERAL (FINANCIAL AND LEGAL) CONDITIONS OF THE CONTRACT</td>
<td>23-28</td>
</tr>
<tr>
<td>4.</td>
<td>SPECIAL CONDITIONS OF THE CONTRACT</td>
<td>29-30</td>
</tr>
<tr>
<td>5.</td>
<td>TERMS OF REFERENCE</td>
<td>31-37</td>
</tr>
<tr>
<td>6.</td>
<td>FORMATS TO BE USED FOR SUBMISSION OF PROPOSAL</td>
<td>38-45</td>
</tr>
<tr>
<td>7.</td>
<td>FORMATS FOR SUBMISSION OF BANK GUARANTEES</td>
<td>46-49</td>
</tr>
<tr>
<td>8.</td>
<td>DRAFT AGREEMENT</td>
<td>50-53</td>
</tr>
</tbody>
</table>
SECTION 1

REQUEST FOR PROPOSAL (RFP)
(National Competitive Bidding)

The Employer i.e. Chief Engineer-cum-Project Director, State Road Project, HPRIDC, HPPWD., Nirman Bhawan, Nigam Vihar, Shimla (HP) invites bids for the work under the Department from the short listed consultants:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of work</th>
<th>Earnest Money (Rs. in lakh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Consultancy Services for providing Independent Quality Check Squads (IQCS) for all line departments/corporations and other agencies of the Government of Himachal Pradesh.</td>
<td>2 Lakhs</td>
</tr>
</tbody>
</table>

The Bid document (RFP) has to be downloaded from the HPRIDC website by the shortlisted bidders only. Cost of bid document will be a non-refundable fee of Rs. 5,000/- in the form of Demand Draft drawn on any scheduled bank or any multinational bank having its branch in India in favour of the address mentioned against each zone as below.

<table>
<thead>
<tr>
<th>Pack Age No.</th>
<th>Office Address</th>
<th>DD to be drawn in favour of</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Chief Engineer-cum-Project Director, State Road Project, HPRIDC, HPPWD., Nirman Bhawan, Nigam Vihar, Shimla -2 (HP)</td>
<td>Chief Engineer-cum-Project Director, HPRIDC</td>
<td>Himachal Pradesh</td>
</tr>
</tbody>
</table>

RFP documents has to be downloaded from the HPRIDC website that can be accessed from the link [http://himachalservices.nic.in/hpridc/](http://himachalservices.nic.in/hpridc/) by the shortlisted firms only. The cost of RFP/Bid Document may be furnished with an Application fees of Rs.5000/- with the submission of bid to Chief Engineer-cum-Project Director, State Road Project, HPRIDC, HPPWD, Nirman Bhawan, Nigam Vihar, Shimla(HP). The format of the downloaded RFP/tender document should not be disturbed / altered; otherwise the bid will be rejected. The RFP/tender documents are non-transferable and only the firms to whom the tenders have been issued may submit their bids.

The technical bids should be submitted in hard bound form with page numbering and index. Any additional information shall also be furnished by the bidder in hard bound form with proper indexing and page numbering. The details submitted in other forms like spiral bound form, loose form etc would be rejected.
The last date for submission of the hardbound Bid Documents is 25-02-2019 up to 15.00 hours. The technical bids would be opened on the same day i.e. 25-02-2019 at 15.30 hours.

Further information can be obtained at the address below during office hours i.e. 10.00 to 17.00 hours Indian Standard Time (IST) on working day.

**REQUEST FOR PROPOSAL (RFP)** must be delivered in a written form to the address below (in person, or by post) by **February 25, 2019** upto 1500 hours (IST).


Chief Engineer-cum-Project Director
State Road Project, HPRIDC
Nirman Bhawan, Nigam Vihar,
Shimla-171002(H.P)
Tel:+91-177-2627602
Fax: +91-177-2620663
E-mail: pdsrp-hp@nic.in
SECTION 2

2. INSTRUCTION TO BIDDERS

2.1 INTRODUCTION

2.1.1 There is a huge road network of around 35000 Km. in Himachal Pradesh, comprising of 2017 Km. of National Highways 3864 Km. of Major District Roads and 29000 Km. of Rural Roads. The H.P Public Works Department is responsible for planning, construction, up-gradation, maintenance and overall management of this road network with liberal allocation of funds from the Govt. of India against various schemes like PMGSY, Central Road Fund, EAPs and also from the State Government. The quality of road works except PMGSY and World Bank funded HP State Road Project, has been a serious concern for the GoHP for quite some time. The ever increasing road accidents, failure of bridge and road works draw public criticism reflecting poorly the image of Govt. of the day. Though there is a separate in-house Quality Control wing in the department headed by a Chief Engineer which is mainly catering for second tier quality assurance for PMGSY works, but due to certain administrative constraints it has no representation at Circle/Division level so as to exercise proper quality control over all major road/building works being executed by the HPPWD. As stated above quality of PMGSY and HPSRP roads is far better as compared to other state works. It is primarily because of the mandatory provision of a Third Tier quality assurance setup for both these Projects.

Similarly there are several other civil/other infrastructure related works being executed by other departments/corporations like IPH, HPSEB, Urban Development, Tourism, Forest, Rural Development & Panchayat Raj Department, HPSIDC etc. There is no central Independent Quality Control Mechanism at the state level to ensure that all such civil works undertaken by various departments/corporations etc. are executed strictly as per the prescribed quality/standards/norms

The new dispensation has decided to implement the concept of Independent Quality Control mechanism in the state. Initially it is found prudent to set up Independent Quality Check Squads (IQCS) in the office of the Chief Minister, Himachal Pradesh to infuse an element of fear/surprise in the executing as well as quality control agencies of the respective departments/corporations etc. and sensitize all executing agencies as well as contractors to exercise proper quality control at the site as per relevant IRC/IS codes and specifications.

2.1.2 HPRIDC officiates from Nirman Bhawan located at Nigam Vihar, Shimla-171002.

Bids are invited by HPRIDC from shortlisted consultants for Consultancy Services for providing Independent Quality Check Squads (IQCS) for all line departments/corporations and other agencies of the Government of Himachal Pradesh that are involved in development and maintenance of civil infrastructure in the state.
2.2 DEFINITIONS

a) “HPRIDC” means Himachal Pradesh Road & other Infrastructure Development Corporation Limited.
b) “The Employer” means the Chief Engineer-cum-Project Director, State Road Project, HPRIDC, HPPWD, Nirman Bhawan, Nigam Vihar, Shimla (HP).
c) “The Consultant” means agency appointed by HPRIDC with a stipulated mandate or Firm, or Institution undertaking the assignment.
d) “The Bidder” means a firm or JV or Consortium which participates in the tender and submits its proposal.
e) “The Products/equipment/ system” means all the equipments which are required for quality check by Independent Quality Check Squads (IQCS) for all line departments/corporations and other agencies of the Government of Himachal Pradesh.
f) “Successful Bidder” means the Bidder, who, after the complete evaluation process, gets the Letter of Award. The Successful Bidder shall be deemed as “Consultant” appearing anywhere in the document.
g) “The Letter of Acceptance” means the issue of a signed letter by the employer of its intention to accept the offer of successful bidder and awarding the work mentioning the total Contract Value.
h) “The Contract” means the agreement entered into between the Employer and the Consultant, as recorded in the Contract documents signed by the parties, including all attachments and appendices thereto and all documents incorporated by references therein.
j) “Services” means performing duties as specified in the scope.
k) “NIT” is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.

2.3 BID DOCUMENT

2.3.1 The process and procedures of bidding, the materials to be supplied and the various and conditions of this tender are provided in the Bid Document. The Bid Document include:

Section 1 Notice Inviting Tender
Section 2 Instructions to Bidders
Section 3 General (Financial & legal) Conditions of Contract
Section 4 Special Conditions of Contract
Section 5 Scope of the work
Section 6 Formats for Submission of Proposals
Section 7 Formats for submission of bank guarantees.
Section 8 Draft Contract Agreement

2.3.2 The Bidder should carefully read all the instructions, terms and conditions,
specifications and various forms that are provided in the Bid Document. The tender may be rejected if any or all of the information asked be rejected if any or all of the information asked for in this document are not furnished along with the tender or if the Tender is not responsive technically or financially in accordance with the Bid Document.

2.4 PRE-BID MEETING

Pre bid meeting is scheduled on **18-02-2019 at 15.00 hours**

Clarifications sought during the meeting will be issued at the same time and if any issue could not be resolved on the same day, clarifications of the same can be collected from office of the Chief Engineer-cum-Project Director, State Road Project, HPRIDC, Nirman Bhawan, Nigam Vihar, Shimla (HP). 3 days prior to bid submission. No separate information will be passed on to any individual Bidder in this regard. The same will be loaded on the departmental website also.

2.5 AMENDMENT OF BID DOCUMENTS

At any time, 5 days prior to bid submission, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments.

2.6 COST OF BIDDING

The Bidder has to bear all the costs associated with the preparation and submission of the bid. Employer will, in no case, be responsible or liable for any of the costs, regardless of the conduct or outcome of the bidding process.

2.7 APPLICATION FEE (AF) AND EARNEST MONEY DEPOSIT (EMD)

2.7.1 The proposal should be submitted along with EMD (for the amount given in section 1 of this document) in the form of a Bank Guarantee and the format specified in section 7 of this document **valid for 45 days beyond the validity of the bid.** The Bid submitted without EMD will be summarily rejected. Application fees of Rs.5000/- should also be accompanied with the furnished offer, as the Bid documents has been downloaded from the HPRIDC website **http://himachalservices.nic.in/hpridc/**

2.7.2 The EMD of the successful Bidder will be returned when the Bidder has signed the Contract Agreement with the Employer and has furnished the required Performance Guarantee for the amount equivalent to 10% of the contract price on the prescribed format specified in section 7, within 15 days from the receipt of the Letter of Acceptance.

2.7.3 The EMD will be forfeited:

(a) If a Bidder withdraws its bid during the period of bid validity. Or
(b) If the Bidder fails to accept the Employer's corrections of arithmetic errors in the
Bidder’s bid (if any), or
(c) If the Successful Bidder fails to sign the contract agreement with the Employer within the prescribed period, or
(d) If the Successful Bidder fails to furnish the Performance Guarantee within the stipulated time.

2.7.4 The technically unqualified bidders would be informed regarding their non-qualification, and thereafter EMD, price bid (Financial proposal) would be returned unopened after the evaluation of the financial proposal and signing the contract agreement with the successful bidder.

2.8 BID PRICES

2.8.1 Bidder shall give the pricing as individual and as a total composite price inclusive of all levies & taxes i.e. Sales Tax, Octroi, Entry Tax, Custom/ Excise Duty Packing, Forwarding, Freight, Insurance etc. except service tax. Client shall reimburse only service tax.

2.8.2 The prevailing levies and taxes as applicable as per law shall be quoted separately. The client’s evaluation of the Consultant’s financial proposal shall exclude applicable GST, duties, taxes etc.

2.8.3 If any or all of the information asked in the Section-6 are not available in the Financial Proposal, the bid is liable for rejection.

2.9 DISCOUNTS

The Bidders are informed that discount, if any, should be indicated separately at part-I and part-II of section 6.

2.10 BID VALIDITY

The bids shall remain valid for a period up to and including the date 120 (one hundred and twenty) days from the last date of submission of bids.

2.11 SUBMISSION OF PROPOSALS

All the proposals will have to be submitted through in HARDBOUND (Hard bound implies such binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document form with all pages sequentially numbered either at the top or at the bottom right hand corner of each page eg. by writing page 1 of 10 on page 1, if total pages are 10. It should also have an index giving page wise information of above documents. Incomplete proposal or those received without hard bound will summarily be rejected.

The Bidders are required to fill up and submit the Section 6 documents with their proposals. Clause-by-clause compliance should be provided against the technical specifications of the equipment mentioned in Section 6.
The proposals shall be submitted in two parts, viz.,

**Envelope-1:** Containing application fee of Rs. 5000/- if a Bid document has been downloaded from the Department’s website and an EMD as prescribed in the tender document in section 2.7.1. The envelope should be subscribed as “**Envelope 1 – EMD** / for Consultancy Services for providing Independent Quality Check Squads (IQCS) for all line departments/corporations and other agencies of the Government of Himachal Pradesh. under Chief Engineer-cum-Project Director, State Road Project, HPRIDC, Nirman Bhawan, Nigam Vihar, Shimla (HP)” at the top left corner.

**Envelope-2:** The Technical Proposals subscribed as “**Envelope 2 – Prequalification and Technical Proposal** for Consultancy Services for providing Independent Quality Check Squads (IQCS) for all line departments/corporations and other agencies of the Government of Himachal Pradesh. under Chief Engineer-cum-Project Director, State Road Project, HPRIDC, Nirman Bhawan, Nigam Vihar, Shimla (HP)” (Containing duly signed PRE-QUALIFICATION PROPOSAL SUBMISSION FORM as prescribed in Section-6, Other required Prequalification documents, all technical literature, brochures etc.). In the technical proposal, there should not be any indication about the prices (printed or otherwise) of any of the products offered.

**Envelope-3:** The Financial Proposal subscribed as **Envelope-3 -Financial Proposal** for Consultancy Services for providing Independent Quality Check Squads (IQCS) for all line departments/corporations and other agencies of the Government of Himachal Pradesh under Chief Engineer-cum-Project Director, State Road Project, HPRIDC, Nirman Bhawan, Nigam Vihar, Shimla (HP)

All the sealed envelopes should again be placed in a sealed cover super scribed as “**Consultancy Services for providing Independent Quality Check Squads (IQCS) for all line departments/corporations and other agencies of the Government of Himachal Pradesh**” Bid from: M/s ___________________________” “**NOT TO BE OPENED BEFORE 25-02-2019 at 15.30 hours**” which should be received in the office of Chief Engineer-cum-Project Director, State Road Project, HPRIDC, HPPWD., Nirman Bhawan, Nigam Vihar, Shimla (HP) up to 25-02-2019...[Insert last date of physical submission of Technical Bid] at 15:00 Hrs.

Any individual(s) signing the bid or other documents connected therewith should specify whether he is signing the offer as Chief Executive of a single firm / agency / institution making the offer, Lead partner of the consortium of firm / agency / institution making the offer, a Director, Manager or Secretary in case of the authority conferred by Memorandum of Association.

The power of attorney should be executed separately by each member of JV/consortium authorizing the individual to sign the bid document on behalf of JV/consortium.

2.11.1 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the bid and all other connected documents. The original power of attorney or other documents
empowering the individual or individuals to sign should be furnished to the Employer for verification, if required.

2.11.2 The consultant shall submit, a copy of original document defining constitution or legal status, place of registration, principal place of business and power of attorney along with the proposal. In case of a company, Memorandum of Association and Article of Association, Name of directors and shareholders may also be furnished.

2.11.3 The Bids and all correspondence and documents relating to the bids, shall be written in the English language.

2.11.4 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

2.12 LATE BIDS
Any bid received by the Employer after the time and date for receipt of bids prescribed by the Employer in the tender as per Section-2.11 may be rejected and returned unopened to the Bidder.

2.13 MODIFICATION AND WITHDRAWAL OF BIDS

2.13.1 The Bidder is allowed to modify or withdraw its submitted bid at any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Employer.

2.13.2 Subsequent to the last date for receipt of bids, no modification/withdrawal of bids shall be allowed.

2.13.3 The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

2.14 LOCAL CONDITIONS

2.14.1.1 Each Bidder is expected to visit and examine the sites spread across entire length and breadth of Himachal Pradesh / its surroundings for getting fully acquainted with the local conditions & factors and to obtain all information, which would have any effect on the execution / performance of the contract and / or the cost for preparing the bid, at their own interest and cost. The Employer shall not entertain any request for clarification from the Bidder regarding such local conditions.

2.14.1.2 The Bidder and any of their employees/agents/sub consultants will be granted
permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder and any of their employees/agents/sub consultants will be responsible for any personal injury (whether fatal or otherwise), loss of or damage to life, property and other loss damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.

2.14.1.3 It is the Bidder’s responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Employer. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Employer on account of failure of the Bidder to know the local laws / conditions.

2.14.1.4 The site related information furnished by EMPLOYER in this Bid Document is only indicative. The bidders are advised to undertake site visits and make their own assessment as to the correctness of the information. Requests for price revision after bid opening on account of inaccuracies in information given by EMPLOYER shall not be entertained at any stage.

2.15 CONTACTING THE EMPLOYER

Any effort by a Bidder influencing the Employer’s bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

2.16 ELIGIBILITY/ PRE-QUALIFICATION CRITERIA

2.16.1 A consultant is allowed to submit only one bid for a package. Alternative proposals i.e. one as sole or in JV with other consultant and another in JV with any other consultant for the same package will be summarily rejected. In such cases, all the involved proposals shall be rejected.

2.16.1.1 A consultant can bid for more than one package by submitting separate application document along with application fee and EMD for each package. A consultant can bid for more than one package with same/common/ different team for each package. If the consultant has applied for more than one package with same/common team, only one package will be awarded to the consultant with that team based on the sequence of opening indicated in the RFP document. For avoidance of doubt, it is to make clear that, after one package is awarded, the subsequent packages with same/common team will not be opened. Upto two numbers of packages will be awarded to consultant with different team for each package. However, if the CV of same Key Personnel is submitted by more than one consultant, zero marks shall be given for such CV.. The packages will be awarded to the consultant on the basis of sequence of opening and award principle will be as under:

i. One consultant individually or as JV will get maximum of two Packages

ii. Once a consultant individually or as JV gets two packages based on the
sequence of opening, their financial bids for remaining packages will not be opened.

If a bidder becomes successful bidder, all the team key personals will called for interview. The LOA will be issued only after getting satisfied with the key personals.

2.16.1.2 If the consultant submits bids as sole applicant in one package and in JV with other consultant with same team of key personnel/common key personnel in another package, both bids shall be summarily rejected.

2.16.1.3 Bidders that meet all of the following criteria need only apply.

(i) Annual turnover of any one of the last five financial years i.e. from 2013-2014 to 2017-2018 updated to the current financial year shall be more than Rs.15.0 crores. In case of JV, the lead member shall have more than Rs.10 crores of annual turnover (updated) of any one of the last five financial years. This threshold for each other member of JV shall be more than Rs.5 crores. Documentary proof in the form of a Certificate from the statutory auditor/charted accountant of the Bidder’s company strictly as per the format specified in Section 6 duly signed and stamped by the statutory auditor/charted accountant needs to be submitted as proof for the above. Any declaration or letter from the Bidder in any other format will not be accepted.

For arriving at updated value, turnover of any financial year shall be multiplied by the enhancement/updating factor as under:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Year</th>
<th>Enhancement/ Updating factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>2017-18</td>
<td>1.0</td>
</tr>
<tr>
<td>2.</td>
<td>2016-17</td>
<td>1.1</td>
</tr>
<tr>
<td>3.</td>
<td>2015-16</td>
<td>1.21</td>
</tr>
<tr>
<td>4.</td>
<td>2014-15</td>
<td>1.331</td>
</tr>
<tr>
<td>5.</td>
<td>2013-14</td>
<td>1.464</td>
</tr>
</tbody>
</table>

(ii) Consultant must have experience of at least 10 years in Planning, Construction, Monitoring, and supervision on quality of civil/other infrastructure related works alongwith quality checking of Annual Maintenance Plan, Periodic Renewal works, Periodical Maintenance works.

(iii) The consultant must have successfully developed and implemented a web based application for the quality assurance system for any department/corporation/company etc. with software capable of generating customized report.

(iv) Experience of having executed externally aided similar projects shall be given preference.

2.16.2 Each bidder should further demonstrate availability of key personnel with adequate
experience as required; as per clause 2.17.5.

2.16.3 **Bids submitted by a Joint Venture or Consortium shall meet the following:**

2.16.3.1 The Registered JV Agreement should legally bind on all partners/members.
2.16.3.2 Consortium or Joint venture allowed (maximum 3 partners). One of the members/partners shall be nominated by the JV/Consortium as being in charge, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of each member/partner.
2.16.3.3 The partner in-charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture/Consortium during the entire execution of the Contract.
2.16.3.4 All partners of the Joint Venture/Consortium shall be liable jointly and severally for the execution of the contract in accordance with the Contract terms, and a statement to this effect shall be included in the Agreement (in case of successful bidder).
2.16.3.5 The joint-venture/consortium agreement shall indicate precisely the responsibility of all members in respect of planning, design construction equipment, key personnel, work execution and financing of the project. All the members should have active participation during the currency of the contract. This shall not be varied/modified subsequently without prior approval of the Employer.
2.16.3.6 Copy of the agreement entered into by the partners shall be submitted with the Bid.
2.16.3.7 In case of a joint venture the minor partner must have executed at least one project in the relevant field and the lead partner must have executed two projects in the relevant field.
2.16.3.8 For calculation of annual average turnover, annual turnover of each partner in proportion to their JV participation will be evaluated. However, each partner should have minimum average turnover of Rs.5 Crores in the last three financial years.

2.17 **EVALUATION**

2.17.1 Any time during the process of evaluation, the Employer may seek for clarifications from any or all Bidders.

2.17.2 **Evaluation procedure**

**Stage-1(a): Responsiveness w.r.t. Application Fee & EMD:**

First, the envelope containing Application fee (in case of Bid Document downloaded from HPPWD’s web site) and Earnest Money Deposit will be opened and if both are found furnished by the Bidders in the prescribed manner as mentioned in para 2.7.1, then the second envelope containing Pre-Qualification & Technical Proposal documents shall be opened. At any stage during the evaluation, if the EMD is found invalid, the respective Bidder’s bid will be summarily rejected.

**Stage-1(b): Technical Proposal Evaluation:**

The Bidder shall have to fulfill all the Pre-qualification Criteria as specified in para 2.16.1.3, in totality and submit all the required documents that relate to the Pre-
qualification Criteria terms and conditions. These documents will be scrutinized along with the Technical Proposal in this phase of evaluation. Those bidders who do not fulfill the terms and conditions of Pre-qualification Criteria as specified in this tender or whose Technical Proposal is non-responsive will not be eligible for further Financial Proposals Evaluation. Technical Proposals of the Bidders would be evaluated for the clause-by-clause compliance of the technical specifications as mentioned in the Bid document. Evaluation of Pre-qualification and Technical Proposal by HPPWD shall not be questioned by any of the Bidders. The Employer reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Financial Proposal. Finally bidders would be evaluated for technical competence using the marking system as in 2.17.3 and only those bidders who score $\geq 75\%$ marks shall qualify for financial bid opening. Decision of Authorities in the technical evaluation shall be taken as FINAL and no questions shall be entertained in this regard.

**Stage-2: Financial Proposal Evaluation:**

The financial Bids submitted will be opened for short listed-qualified firms. The Price Bids of only the qualifying firms who are short-listed in Stage-I will be evaluated. The date of opening shall be intimated to the qualified bidders at the appropriate time. The unqualified bidders would be informed regarding their non-qualification along with the reason and thereafter their price bid (Financial proposal) will not be opened. The financial proposal shall be excluding applicable taxes which will be payable after the consultant submits the proof of deposit of applicable taxes. The Financial Proposal Evaluation will be based on the total payouts including all other taxes, duties and levies for quality assurance under each Regional Office of the Department for a period of consultancy service as per financial proposal. The financial evaluation is as under:

(i) The bids will be opened as indicated in Section 1 of the RFP document. As per the sequence of packages indicated in Section 1 of RFP document.

(ii) The Evaluation Committee will determine whether the submitted Financial Proposal is complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Consultant shall, however, be required to carry out such obligations without any additional compensation.) and without computational error. In case under such circumstances, if Client feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.

(iii) The lowest financial proposal ($F_M$) will be given a financial score ($S_F$) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times \frac{F_M}{F}$$

($F =$ amount of financial proposal)

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

$$S = S_T \times T_w + S_F \times F_w$$

Where $S$ is the combined score, and $T_w$ and $F_w$ are weights assigned to Technical Proposal and Financial Proposal that shall be 80% and 20% respectively.
(v) The selected Consultant shall be the first Ranked Applicant (H-1, having the highest combined score). The second ranked applicant (H-2) shall be kept in reserve and may be invited for negotiation in case the first ranked Applicants withdraws, or fails to comply the requirements specified in this document. In the event the proposals of two or more consultants have the same scores in the final ranking, the proposal with the highest technical score should be ranked first.

(vi) If any consultant is H-1 bidder in more than two packages, based on sequence of opening, upto two number of packages will be awarded to the consultant in the order of sequence of the financial proposal and remaining financial proposals of the consultant, if any will not be opened.

(vii) In case H1 applicant withdraws or fails to comply the requirements specified in this document, H2 may be called for negotiation and in case he matches the rates with H1 or at his rates, whichever is lower, the work will be awarded to H2 bidder.

2.17.3 **Evaluation of technical bid shall be done based on the following:**

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Evaluation Criteria</th>
<th>Max. Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Past experience of firm or Institution in Feasibility study, Planning, DPR preparation and Supervision/Quality check during construction work for all Civil / other Infrastructure related works.</td>
<td>25</td>
</tr>
<tr>
<td>2</td>
<td>Experience for development and implementation of Web based applications for providing services regarding Independent Quality Check Squads (IQCS).</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>Past experience of firm in Quality control check for Annual Maintenance plan / periodic renewable works and OPBMC works</td>
<td>10</td>
</tr>
<tr>
<td>4</td>
<td>Key Personnel</td>
<td>45</td>
</tr>
<tr>
<td>5</td>
<td>Methodology &amp; Work Plan</td>
<td>10</td>
</tr>
<tr>
<td>6</td>
<td>Structure and Organization</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

Only bids securing \( \geq 75\% \) marks shall qualify for further consideration.

*Bidders shall fill up all formats as given in Section–6*

2.17.4 The marking criteria will be based on the following:
1. Past experience of consultant for Feasibility study, Planning, DPR preparation and Supervision/Quality check for all Civil Infrastructure related works in last ten years as per clause 2.17.3(1). Maximum marks in 2.17.4.(1) will be limited to 25.

| a) On civil and other infrastructure works with contract value of amount greater than 2.5 crore but less than 5 crore. | - 2.5 marks/assignment max of 10 marks |
| b) On civil and other infrastructure works with contract value of amount greater than 5 crore but less than 10 crore | -5 marks/assignment, max of 15 marks |
| c) On civil and other infrastructure works with contract value of amount greater than 10 crore but less than 20 crore | -5 marks/assignment max of 25 marks |

2. Past experience of firm in development and implementation of web based application for data collection for providing Independent Quality Check Squads (IQCS).

| Past experience of firm of web based application. | 5 marks/assignment per P.I.U. max of 10 Marks |

3. Past experience of Consultant in Quality control Maintenance plan works

| Past experience of firm in at least one work of Quality control check for Annual Maintenance plan / periodic renewable works and OPBMC works. | 5 marks. |

4. Key Personnel will be evaluated as per clause 2.17.5

5. Methodology & Work Plan- Maximum 10 marks: The marks will be provided on the basis of quality of approach and the methodology, work program and manning schedule proposed and unique features of IT tools/application.
6. Structure and Organization- Maximum 5 marks:-

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Formation of company</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10 years before date of RFP</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>5 to 10 years before date of RFP</td>
<td>3</td>
</tr>
</tbody>
</table>

The bidders are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria.

2.17.5 List of key personnel to be deployed on contract work

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Personnel</th>
<th>Essential Qualification</th>
<th>Number</th>
</tr>
</thead>
</table>
| 1    | Team Leader cum Quality Coordinator                                       | **Education Qualification:** The candidate should be preferably be post graduate in Civil Engineering from recognized University.  
**Age Limit:** Any individual who has attained the age of more than 65 years would not be allowed to work  
**Experience:** The candidate should have an experience of at-least 20 years as Civil Engineer in various capacities. Out of experience of 20 years, he should have at-least 7 years experience in planning, construction/construction supervision or quality control of civil /other infrastructure related projects | 1      |
| 2    | Civil Engineer (with specialization in quality & material engineering)    | **Education Qualification:** The candidate should be Graduate in Civil Engineering from recognized University.  
**Age Limit:** Any individual who has attained the age of more than 65 years would not be allowed to work  
**Experience:** The candidate should have an experience of at-least 15 years as Civil Engineer in various capacities. Out of experience of 15 years, he should have at-least 5 years experience in planning, construction/construction supervision or quality control of civil /other infrastructure related projects | 1      |
| 3    | Electrical Engineer                                                      | **Education Qualification:** The candidate should be Graduate in Electrical Engineering from recognized University.  
**Age Limit:** Any individual who has attained the | 1      |
age of more than 65 years would not be allowed to work.

**Experience:** The candidate should have an experience of at-least 15 years as Electrical Engineer in various capacities.

4 Mechanical Engineer

**Education Qualification:** The candidate should be Graduate in Mechanical Engineering from recognized University.

**Age Limit:** Any individual who has attained the age of more than 65 years would not be allowed to work.

**Experience:** The candidate should have an experience of at-least 15 years as Mechanical Engineer in various capacities.

5 Irrigation & Public Health Engineer

**Education Qualification:** The candidate should be Graduate in Civil Engineering from recognized University.

**Age Limit:** Any individual who has attained the age of more than 65 years would not be allowed to work.

**Experience:** The candidate should have an experience of at-least 15 years as Civil Engineer in various capacities. Out of experience of 15 years, he should have at-least 5 years experience in water supply and irrigation schemes projects or similar nature projects.

### 2.17.5.1 Qualification and competence of following professional/sub-professional staff for the assignment shall only be evaluated. The weight age for various key staff are as under:-

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Staff Position</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Team Leader cum Quality Coordinator</td>
<td>15</td>
</tr>
<tr>
<td>2</td>
<td>Civil Engineer (with specialization in quality &amp; material engineering)</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>Electrical Engineer</td>
<td>10</td>
</tr>
<tr>
<td>4</td>
<td>Mechanical Engineer</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>Irrigation &amp; Public Health Engineer</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>45</strong></td>
</tr>
</tbody>
</table>

### 2.17.5.2 Sub criteria for qualification of key Personnel (i.e. Professional staff)
<table>
<thead>
<tr>
<th>S. No</th>
<th>Qualification</th>
<th>Marks (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General qualifications</td>
<td>25</td>
</tr>
<tr>
<td>2</td>
<td>Adequacy for the project</td>
<td>70</td>
</tr>
<tr>
<td>3</td>
<td>Employment with the firm</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

2.17.5.2.1 Sub Criteria for General Qualification:-

<table>
<thead>
<tr>
<th>S. No</th>
<th>Qualification</th>
<th>Marks (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Educational Qualification</td>
<td>20%</td>
</tr>
<tr>
<td>2</td>
<td>Training, publication etc.</td>
<td>5%</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>25%</strong></td>
</tr>
</tbody>
</table>

2.17.5.2.1.1 Sub Criteria for Educational Qualification:-

<table>
<thead>
<tr>
<th>S. No</th>
<th>Staff Position</th>
<th>Qualification</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Team Leader cum Quality Coordinator</td>
<td>The candidate should be Graduate in Civil Engineering from recognized University.</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The candidate should have Master's degree in Construction Management / Structure / Highway from recognized University.</td>
<td>10%</td>
</tr>
<tr>
<td>2</td>
<td>Civil Engineer (with specialization in quality &amp; material engineering)</td>
<td>The candidate should be Graduate in Civil Engineering from recognized University.</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The candidate should be Master's degree Construction Management / Structure / Highway from recognized University.</td>
<td>10%</td>
</tr>
<tr>
<td>3</td>
<td>Electrical Engineer</td>
<td>The candidate should be Graduate in Electrical Engineering from recognized University.</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The candidate should have Master's degree in relevant field from recognized University.</td>
<td>10%</td>
</tr>
</tbody>
</table>
University.

4 Mechanical Engineer

The candidate should be Graduate in Mechanical Engineering from recognized University.

The candidate should have Master's degree in relevant field from recognized University.

10%

5 Irrigation & Public Health Engineer

The candidate should be Graduate in Civil Engineering from recognized University.

The candidate should be Master's degree in Environment / Water Resources from recognized University.

10%

2.17.5.2.1.2 Sub Criteria for Training, publication etc.- Maximum 5% Marks:-

Key professional who has undergone at least two trainings in the relevant field or whose at least two technical articles have been published will be given 5% marks.

2.17.5.2.2 Sub Criteria for Adequacy for the project- Maximum 70 marks:-

<table>
<thead>
<tr>
<th>S. No</th>
<th>Staff Position</th>
<th>Experience</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Team Leader cum Quality Coordinator</td>
<td>Less than 20 years experience as Civil Engineer in various capacities.</td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>At least 20 years experience as Civil Engineer in various capacities.</td>
<td>35%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Less than 7 years experience in planning, construction/construction supervision / quality control for construction and maintenance works</td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>At least 7 years experience in construction supervision / quality control for construction and maintenance works</td>
<td>35%</td>
</tr>
<tr>
<td>2</td>
<td>Civil Engineer (with specialization in quality &amp; material engineering)</td>
<td>Less than 15 years experience as Civil Engineer in various capacities.</td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>At least 15 years experience as Civil Engineer in various capacities.</td>
<td>35%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Less than 5 years experience in execution of civil</td>
<td>0%</td>
</tr>
<tr>
<td><strong>S. No</strong></td>
<td><strong>Criteria</strong></td>
<td><strong>Marks</strong></td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td>------------------------------------------------------------------------------</td>
<td>-----------</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Employed for more than 3 years</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Employed for 1 to 3 years</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Employed for less than one year</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

### 2.17.5.2.3 Sub Criteria for Employment with the firm maximum 5 marks:

<table>
<thead>
<tr>
<th><strong>S. No</strong></th>
<th><strong>Criteria</strong></th>
<th><strong>Marks</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Employed for more than 3 years</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Employed for 1 to 3 years</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>Employed for less than one year</td>
<td>1</td>
</tr>
</tbody>
</table>

### 2.17.5.2.4 Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall
2.17.5.2.5 Removal of Experts or Sub-consultants

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant’s Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client’s written request, provide a replacement and the client will initiate action as per the applicable law.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess similar or preferably better qualifications and experience acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

2.18 NOTICES

Any notice to be served under this contract shall be deemed to be validly served if sent by email, registered post, speed post or fax to the Consultant’s registered office herein before mentioned or in respect of the Employer, to the Chief Engineer-cum-Project Director, State Road Project, HPRIDC..Nirman Bhawan, Nigam Vihar, Shimla (HP) as the case may be. Any notice so posted shall be prima-facie proof of serving at the expiration of the time within which in the normal course of posting, it would have reached the address to which it was sent.

2.19 MISCELLANEOUS

a. The contract or any interest there under shall not be assignable to any third party by the consultant unless such assignment is mutually agreed to in writing by both the Employer and the consultant.

b. No modification to the Contract document shall be binding unless it is in writing and signed by both the parties to the Contract.

c. The terms and conditions in the Bidding document and the bids submitted and accepted constitute the entire Contract Agreement between the parties. Signed contract agreement shall supersede previous communications, representations or agreements either oral or written between the parties with respect to the subject matter of the Contract Agreement and no agreement or understanding varying or extending the Contract Agreement shall be binding on either the
Employer or the Consultant. Contract shall have to be executed in writing and signed by duly authorized officers or representatives of both the parties.

d. All the provisions of the contract agreement shall be harmoniously construed. In case of variation between certain points in the Tender document and the attached specifications / requirements for the Inspection and acceptance of the system, the provision contained in Contract Agreement shall have and overriding effect.

e. The contract shall be concluded in good faith and shall be kept confidential by both the contracting parties.

f. The headings of Clauses are for the purposes of reference only and shall have no effect on the meaning or substances of any clause of the contract.

g. Any further modifications/improvements in the system desired by the Employer shall be carried out by the consultant on mutually agreed terms.

h. The contract shall be governed, interpreted and executed according to the Indian Law.

i. The complete tender document comprising page no- 1 to page no-_______ forms the "Accepted Tender" (AT). The authorized signatory of the consultant i.e. the firm is supposed to initial every page of the AT with complete signatures at places where the representatives of the Employer has signed to acknowledge the acceptance of AT within one week failing which it will deemed as accepted by the consultant. The number of this AT would be quoted in all future correspondence.

2.20 COMING INTO FORCE

After submission of performance Guarantee, the contract will be signed. The contract shall come into force with effect from the date of signing the contract agreement by both the contracting parties. The contract agreement will be operated by the Authorized Representative of Chief Engineer-cum-Project Director, State Road Project, HPRIDC, Nirman Bhawan, Nigam Vihar, Shimla (HP).

2.21 After signing of contract the Employer will issue Letter to Proceed to the consultant. The consultant shall start the work within 28 days from letter to proceed, failing which a penalty @ 2% per month will be imposed on the consultant.

2.22 FORCE MAJEURE

a. If either party is temporarily unable by reason of force majeure or the laws or regulations of India to meet any of its obligations under the contract, and if such party gives to the other party written notice of the event within fourteen (14) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues.

b. Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in above mentioned section or delays arising from such event.

c. The term "force majeure" as employed herein shall mean acts of God, strikes, lock outs or other industrial disturbances, acts of the public enemy, wars, blockades, insurrection riots, epidemics, landslides, earthquakes, storms,
lightning, floods, washouts, civil disturbances, explosions, and any other similar events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome.

2.23 ADDRESS AND COMMUNICATION

a. All communications to the Employer are to be addressed to the Chief Engineer-cum-Project Director, State Road Project, HPRIDC, Nirman Bhawan, Nigam Vihar, Shimla (HP).

b. All communications to the consultant are to be addressed to:-
SECTION 3

3.0 GENERAL (FINANCIAL AND LEGAL) CONDITIONS OF THE CONTRACT

3.1 GENERAL

3.1.1 The consultant will procure, hire all necessary equipment/machines required for quality control test checking for a period of consultancy service.

3.1.2 The time period of the services after the Effective Date as per clause 2.20 to ITB shall be twelve months or as mutually agreed between the parties.

3.1.3 This Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date, as has been agreed between the parties.

3.2 PAYMENT TERMS

3.2.1 Payments will be made in Indian Rupees only

3.2.2 Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law.

3.2.3 ADVANCE PAYMENT

3.2.3.1 The Employer will make advance payment to the Consultant as per the contractual provisions (up to 10% of Contract Value) on submission of an Unconditional Bank Guarantee from a commercial bank acceptable to the Employer in amounts equal to 110% of the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Consultant.

3.2.3.2 The Consultant is to use the advance payment only to pay for procurement/hiring of Equipment/ Mobilization expenses required specifically for the Work. The Consultant shall demonstrate the advance payment has been used in this way by supplying copies of invoices or other documents.

3.2.3.3 Deleted.

3.2.3.4 The mobilization advance will be recovered in two installments from second & third running bill. In any case, the mobilization advance must be recovered within 6 months from the date of agreement. No account shall be taken of the advance payment or its repayment in assessing valuations of work.

3.2.4 PAYMENT SCHEDULE

Payments will be made within 30 days of successful submission of desired documents to the Chief Engineer-cum-Project Director, HPRIDC, Nirman Bhawan, Nigam Vihar, Shimla (HP) Office at Shimla as per following payment schedule and
deliverables:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Task/Report</th>
<th>Copies</th>
<th>Time allowed from start of assignment (days)</th>
<th>Approval time after submission (days)</th>
<th>% age of lump sum amount to be released</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Draft Inception Report</td>
<td>5 hard &amp; soft copies.</td>
<td>25</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>2</td>
<td>Presentation by consultant on final inception report with time lines.</td>
<td>5 soft copies</td>
<td>50</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Design of app and database with user friendly front end submission including cloud hosting.</td>
<td>Manual of operation- 5 soft copies and hard copies</td>
<td>85</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Live demonstration of software and app. successfully.</td>
<td></td>
<td>100</td>
<td>10</td>
<td>15</td>
</tr>
<tr>
<td>5</td>
<td>Handing over successfully the software and acceptance from the employer.</td>
<td>Training manual- 2 number soft and hard copies</td>
<td>120</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>(i) Quarterly Training to field engineers, Supervision Staff for all line departments and Contractors to ensure proper Quality Control.</td>
<td>Training 1 - 90 days Training 2 - 180 days Training 3 - 270 days Training 4 - 360 days</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(ii) Four Trainings on developed Web Application to all users.</td>
<td>Training on web application</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Monthly Report</td>
<td>10 hard &amp; soft copies</td>
<td>Within 7 days upon completion of each calendar month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Quarterly Report (including training implemented)</td>
<td>10 hard &amp; soft copies</td>
<td>At the end of each quarter</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total =40% (10% after each quarter including both trainings)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Quality Control manual and Hand Book</td>
<td>As per requirement specified in scope of work</td>
<td>330</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Project completion report including the criteria mentioned</td>
<td>10 hard &amp; soft copies</td>
<td>365</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3.2.5 If the client had delayed payments beyond thirty (45) days after the due date without any justifiable grounds, interest shall be paid to the consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate of 0.1% in local currency.

3.3 PRICES
3.3.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to any adjustment.

3.3.2 Bidder shall give the pricing as individual and as a total composite price inclusive of GST/any other applicable tax. Client shall reimburse only taxes as per applicable laws.

3.3.3 Deleted

3.4 EMPLOYER’S RIGHTS
3.4.1 The Employer reserves the right to make changes within the scope of the Contract Agreement at any point of time.

3.4.2 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of Employer’s action.

3.5 SUBCONTRACTING BY THE BIDDER
3.5.1 If subcontracting for specialized work is required, the Successful Bidder will take prior permission from HPRIDC. Under all circumstances, the value of works subcontracted by Successful Bidder should not exceed 25% of the Contract Price. The Bidder is required to provide the details of the activities that it proposes to subcontract to third parties as per format given in Section-6.

3.5.2 In any case, the Successful Bidder shall be solely responsible to ensure compliance of all obligations under the contract.

3.5.3 Changes in a Firm
(i) Where the consultant is a partnership Firm, partners shall not be changed in the Firm except with the previous consent in writing of the Chief Engineer-cum-Project Director, State Road Project, Nirman Bhawan, Nigam Vihar, Shimla (HP), which may be granted only on a written undertaking by the all (old/new) partners to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.
(ii) On the death of any partner of the consultant firm before complete performance of the contract, the Chief Engineer-cum-Project Director, State Road Project, Nirman Bhawan, Nigam Vihar, Shimla (HP).may, at the option of the consultant, cancel the contract, and in such case the consultant shall have no claim whatsoever to compensation against the Employer.

(iii) If the contract is not determined as provided in sub-clause (ii) above, notwithstanding the retirement of a partner from the Firm, he shall continue to be liable under the contract for acts of the Firm until a copy of the public notice given by him under section 32 of the Partnership Act has been sent by him to the Chief Engineer-cum-Project Director, State Road Project, HPPWD, Nirman Bhawan, Nigam Vihar, Shimla (HP).by registered post acknowledgement due.

3.6 STANDARDS GOVERNING THE TENDER

Wherever applicable, the standards published by following recognized bodies shall be applicable for equipment, if any to be supplied under this contract.

(i) Bureau of Indian Standards (BIS)
(ii) International Standards Organization (ISO)

3.7 DELAYS IN PERFORMING DUTIES AS PER SCOPE OF WORK AND PROVIDING TECHNICAL SUPPORT / STAFF / TEAM LEADER

Should any of the said services / personnel not be executed / provided during the contract period, the Employer shall in respect of any delays, have the right to claim and deduct from the payments due affected by such delay as agreed, liquidated damages in respect of such said services / personnel for the sum of 1% of the contract price of the unexecuted portion of the anticipated services / personnel for each and every week or part of a week subject to a maximum of 10% of the contract price for delayed services / personnel. Should the said delay in respect of execution of the said services / personnel exceed two months, the Employer shall have the right to terminate this contract fully, or in so far as it relates to the services / personnel which are subject matter of such delay, by sending written notice to that effect to the Consultant, in which case the furnished performance Bank Guarantee will be revoked.

However, if the completion of service is delayed due to the reasons beyond the control of the consultant, suitable extension may be granted by the Chief Engineer-cum-Project Director, State Road Project, HPPWD, Nirman Bhawan, Nigam Vihar, Shimla (HP).on receipt of express request along with full justification. In case of grant of any time extension, the consultant upon advice shall also suitably extend the validity of the Bank Guarantee. It is made explicitly clear that the payment of penalty shall not relieve the consultant from the obligations and liabilities under the contract agreement.
3.8 LAWS GOVERNING THE CONTRACT

(a) This contract shall be governed by the laws of India for the time being in force.
(b) Irrespective of the place of installation, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
(c) Jurisdiction of courts: The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

3.9 CONSEQUENCE OF BREACH

The decision of the Chief Engineer-cum-Project Director, State Road Project, HPPWD, Nirman Bhawan, Nigam Vihar, Shimla (HP) as to any matter or thing concerning or arising out of the consultant or any partner of the consultant firm has committed a breach of any of the conditions of the contract, shall be final and binding on the consultant.

Should the consultant or a partner in the consultant firm commit breach of either of the conditions of the contract, it shall be lawful for the Chief Engineer-cum-Project Director, State Road Project, HPPWD, Nirman Bhawan, Nigam Vihar, Shimla (HP), to cancel the contract, and award the contract to another consultant, at the risk and cost of the consultant.

3.10 RIGHT OF ACCEPTANCE OF OFFER

The Employer reserves the right to accept partly or reject any offer without assigning any reason thereof. The Employer does not pledge itself to accept the lowest or any other tender and reserves to itself the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the consultant shall supply the same at the rate quoted.

3.11 BANKRUPTCY

If the consultant commits any act of bankruptcy or goes into liquidation or shall commence winding up by reasons of its insolvency or shall make an assignment for the benefit of creditor or goes into liquidation, this agreement may be terminated wholly or in part by the Employer and amount paid in advance if any received by the consultant shall become due to the Employer including interest.
4. SPECIAL CONDITIONS OF THE CONTRACT

4.1 DEFINITION

These conditions given in this Section 4, supplement the Instructions to the Bidders given in Section 2 & "General (Financial and Legal) Conditions of the Contract" given in Section 3 and in case of any conflict, the conditions given herein shall prevail over those in Sections 2 and 3.

4.2 EQUIPMENT

4.2.1 Equipment / system, if any to be procured/hired by the Consultant shall conform to the relevant technical requirements necessary for execution of the contract.

4.2.2 Bidders have to give clause-by-clause compliance to the clauses mentioned in Section-5 of this document along with reference to documentary support, giving the Page / Para number of the document. The clauses for which the compliances are required to be provided by the Bidders are given in the Section-6.

4.2.3 The cost of all data and / or analysis shall be fully borne by the consultant. Material put up for inspection shall be those to be supplied and in quantities laid down in the Schedule of Quantities. Any variation shall require the prior approval of the Employer before the material is manufactured/ offered for inspection.

4.2.4 The Employer shall inspect and re-check the data at all stages and shall have full powers to reject all or any data that may be considered defective or inferior in quality. The Consultant shall carry out any additional collection of data at his cost as are necessary in the opinion of the Employer.

4.3 PERFORMANCE AND SPARES

Consultant shall maintain sufficient spares for equipments utilized for the Quality checking/assurance by him for the satisfactory performance of the Contract.

4.4 INSURANCE

4.4.1 All insurances (e.g. all risk insurance including transit, fire, theft etc., third party insurance, workmen's compensation insurance etc.) are the responsibility of the Bidder. The equipments utilized by the Consultant under the contract shall be fully insured by the Bidder against any kind of loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The period of insurance shall be from the date of commissioning of products/equipment at each site till the completion of contract period.

4.4.2 The consultant shall cause all its workmen and the workmen of any sub consultants of the Consultant to be covered by workmen's compensation insurance in accordance with applicable laws. The consultant agrees that the Employer shall not
be liable for any damages or compensation payable to any workman or other person in the employment of the Consultant.

4.4.3 The Consultant hereby undertakes:

(a) adequate all-risks insurance in respect of all the equipment and
(b) any additional insurance required by law in respect of the Contract Works and the performance thereof by the Consultant, including in respect of motor vehicles used by the Consultant in relation thereto.
(c) any other insurance sufficient to provide adequate coverage for those types of risk which are reasonably foreseeable in the performance of the Contract Works.

4.5 ARBITRATION

(a) In the event of any question, dispute or difference arising under general conditions or special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by the general or the special conditions), the same shall be referred to the sole arbitrator, appointed by the Engineer-in-Chief, Nirman Bhawan, PWD, Shimla. The appointment of Arbitrator shall be made in accordance with Arbitration and Conciliation Act, 2015. The 'Award' of the arbitrator shall be final and binding on the parties to this contract.
(b) In the event of the Arbitrator’s dying, neglecting or refusing to act or resign or being unable to act for any reason, or his Award being set aside by the Court for any reason, it shall be lawful for the Chief Engineer-cum-Project Director, State Road Project, HPRIDC, NIRMAN BHAWAN, PWD, SHIMLA to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
(c) It is further a term of this contract that no person, other than the person appointed by the Chief Engineer-cum-Project Director, State Road Project, HPRIDC, NIRMAN BHAWAN, PWD, SHIMLA as aforesaid, should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.
(d) The Arbitrator shall announce the award within the time specified in the Arbitration and Conciliation Act, 2015.
(e) Upon every and any such reference, the assessment of the costs incidental to the reference and Award, respectively, shall be at the discretion of the arbitrator.
(f) Subject as aforesaid, the Arbitration Act, 1996 as amended and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.
(g) If the value of the claim in a reference exceeds Rs. 1 lakh, the arbitrator shall give reasoned Award.
(h) The venue of arbitration shall be the place from which formal Acceptance of Tender is issued or such other place as the Learned Arbitrator at his discretion may determine in consultation with the parties.
Section – 5

Terms of Reference - Independent Quality Check Squads (IQCS)

Introduction

There is a huge road network of around 35000 Km. in Himachal Pradesh, comprising of 2017 Km. of National Highways 3864 Km. of Major District Roads and 29000 Km. of Rural Roads. The H.P Public Works Department is responsible for planning, construction, up-gradation, maintenance and overall management of this road network with liberal allocation of funds from the Govt. of India against various schemes like PMGSY, Central Road Fund, EAPs and also from the State Government. The quality of road works except PMGSY and World Bank funded HP State Road Project, has been a serious concern for the GoHP for quite some time. The ever increasing road accidents, failure of bridge and road works draw public criticism reflecting poorly the image of Govt. of the day. Though there is a separate in-house Quality Control wing in the department headed by a Chief Engineer which is mainly catering for second tier quality assurance for PMGSY works, but due to certain administrative constraints it has no representation at Circle/Division level so as to exercise proper quality control over all major road/building works being executed by the HPPWD. As stated above quality of PMGSY and HPSRP roads is far better as compared to other state works. It is primarily because of the mandatory provision of a Third Tier quality assurance setup for both these Projects.

Similarly there are several other civil/other infrastructure related works being executed by other departments/corporations like IPH, HPSEB, Urban Development, Tourism, Forest, Rural Development & Panchayat Raj Department, HPSIDC etc. There is no central Independent Quality Control Mechanism at the state level to ensure that all such works undertaken by various departments/corporations etc. are executed strictly as per the prescribed quality/standards/norms.

The new dispensation has decided to implement the concept of Independent Quality Control mechanism in the state. Initially it is found prudent to set up Independent Quality Check Squads (IQCS) in the office of the Chief Minister, Himachal Pradesh to infuse an element of fear/surprise in the executing as well as quality control agencies of the respective departments/corporations etc. and sensitize all executing agencies as well as contractors to exercise proper quality control at the site as per relevant IRC/IS codes and specifications.

The Independent Quality Check Squads (IQCS) will be on the lines of 3rd Tier Quality Control Mechanism as being implemented by NRRDA in PMGSY projects. The IQCS would be established in the first instance in the Chief Ministers Office. Later, depending on the load of work and scope of IQCS may be expanded to cover other Zones of the state. The jurisdiction of
IQCS would cover all infrastructure Departments of Government of HP including but not limited to PWD, IPH, HPSEB, Urban Development, Tourism, Forest, Rural Development & Panchayat Raj Department, HPSIDC etc.

PURPOSE

The IQCS has to ensure that for the specific works to be assigned to the consultant from time to time, the executing and implementing agencies have taken adequate and proper steps to ensure control of quality and have evolved a proper quality assurance plan and the work is being executed accordingly. It has to be further ensured that the work is being carried out as per Contract specification and relevant BIS specifications, IRC codes, Special Publications, etc. by deputing skilled and experienced Engineers who are experts in individual fields.

The basic concept of this process is that the existing executing Agency performs inspection & testing as per specifications to ensure a quality product and the IQCS performs testing and Inspection as per the Guidelines on Quality System for relevant infrastructure as per the Codal provisions.

Objective

Broad Objectives of the Consultancy shall include:-

1. Quality Control Check on specific works to be assigned to the consultant from time to time, both original and maintenance, civil infrastructure related works being executed by various departments/corporations and other agencies of the Government of Himachal Pradesh.

2. Quality Control Check on all ongoing Annual Maintenance Plan/Periodic Renewal works, Periodic Maintenance works and OPBMC works being executed by various departments/corporations and other agencies of the Government of Himachal Pradesh.

3. Any other task assigned by the government from time to time within scope of consultancy service.

SCOPE OF WORK

1) The HPPWD headed by the Engineer-in Chief, in its role as "Employer", will arrange a Consultancy firm through HPRIDC to undertake Quality Control and Assurance of the specific civil works being carried out by all line departments/corporations and other agencies of the Government of Himachal Pradesh. The Consultant will appoint an individual of specified qualification and experience to act as the "Team Leader" as defined in the contract documents.
2) The Consultant will deploy a Quality Check Flying Squad headed by a Team Leader in the office of the Chief Minister of Himachal Pradesh. A qualified Civil Engineer, Mechanical Engineer, Electrical Engineer and Irrigation and Public Health Engineer will also be a part of the Quality Control Squad in the office of Chief Minister Himachal Pradesh along with the support staff.

3) Inspection team will comprise of highly qualified and experienced experts, who can carry out all the routine Quality Control and Assurance duties as a fully competent and independent unit.

4) The Consultant will be required to carry inspections of specific civil/other infrastructure works being executed by the various departments/corporations and other agencies of the Government of Himachal like HPPWD, IPH, HPSEB, Urban Development, Tourism, Forest, Rural Development & Panchayati Raj Department, HPSIDC etc, conduct all necessary field/lab tests as per the applicable IRC/IS specifications/guidelines/other relevant codes/guidelines through NABL accredited laboratories, record and maintain test results in the prescribed Quality Control Registers and accordingly suggest further course of action regarding rejection/improvement of work. The lab charges will be reimbursed to the consultant as per the approved rates.

5) The Consultant will conduct quarterly trainings for the field engineers/supervision staff of HPPWD, IPH, HPSEB etc. and contractors for adequate capacity building and submit reports accordingly. The firm will evolve a quality control manual/hand book and provide sufficient number of copies to the client for its distribution up to the level of Junior Engineer/designated personals.

6) The Consultant will study the existing Quality Control and Design wing of the HPPWD department headed by a Chief Engineer, its mandate, organization structure at grass root level and its deficiencies. He/she will prepare and submit a detailed report as to how this wing can take over the duties and responsibilities of an independent Quality Control Consultant for the Public Works Department immediately after the completion of this consultancy contract.

7) The Consultant will develop and implement a web-based application for implementation of Quality Assurance System for various departments/corporations and other agencies of the Government of Himachal like HPPWD, IPH, HPSEB, Urban Development, Tourism, Forest, Rural Development & Panchayat Raj Department, HPSIDC etc. (that carry development/maintenance of civil infrastructure for the state) including, provision for adequate trainings to engineers/designated personals and hosting the application on cloud environment of the HP State Data Centre.
8) The IQCS would be established in the first instance in the Chief Ministers Office. Later, depending on the load of work and scope of IQCS may be expanded to cover other Zones of the state. The jurisdiction of IQCS would cover all infrastructure Departments of Government of HP including but not limited to PWD, IPH, HPSEB, Urban Development, Tourism, Forest, Rural Development & Panchayat Raj Department, HPSIDC etc.

**Mobilization and Work Programme**

**Mobilization Time:** Upon issue of notice to proceed with the work from the employer, the Consultant shall mobilize its resources within a period of 30 days and date of commencement of services shall be reckoned from 31\textsuperscript{st} day of issue of notice to proceed with the work.

**Work Programme:**

(a). **Duration of Consultancy Services:** The duration of consultancy services shall be one year including holidays. The first, second, third and last quarter would mean the duration between date of commencement up to 90\textsuperscript{th} day, from 91\textsuperscript{st} day to 180\textsuperscript{th} day, from 181\textsuperscript{st} day to 270\textsuperscript{th} day and from 270\textsuperscript{th} day to date of completion of one year reckoned from date of commencement respectively.

(b). **Methodology and Work Plan**

1. The activities as mentioned in the scope of work are to be performed by the IQCS and will accordingly furnish the Methodology and Work Plan to provide the intended services during the contract period.

2. IQCS shall ensure that the site is equipped with necessary documents like copy of Agreement, Contract specifications, Codes, Guard file containing inspection reports, list of approved manufactures, tools for checking quality of work & testing facilities, calibration Reports of equipment being used in field lab.

3. IQCS shall ensure that site records like inspection register, cement register, Material receipt registers, test register & site order book etc. are being maintained in Prescribed forms and are being periodically reviewed by inspecting officers. IQCS shall Carry out random audit of materials received at site and give feedback.

4. IQCS shall check on specific controls on various processes of execution being exercised by the executing agency which would have direct bearing on the quality of the work.

IQCS will conduct inspection of work during execution keeping in view following two aspects:
(c). (i) Material aspect:-
(a) Quality & testing of material keeping in view the requirement of contract specifications.

(ii) Workmanship aspect:- Inspections by IQCS have to bring out the aspect of overall workmanship. It is to be ensured that execution of work takes place with laid down procedures, mile stones fixed and sound engineering practice and the outcome conforms to the desired levels of functionality and aesthetics.

5. The inspection report shall be submitted within 10 working days of inspection to the Govt. with a copy to the executing agency on relevant prescribed Performa IQCS may however add any other detail in the attached Performa if so necessary.

6. IQCS shall mention timely, the details of defective work observed, if any, in inspection report. All such works will be classified as:
   a. To be dismantled by executing agency as they cannot be accepted and to be re-done.
   b. Defective works which can be accepted, being structurally safe, and which cannot be rectified at this stage and for which necessary deductions may be made from the payments proposed.
   c. Details of defective material brought at site, which is to be removed from the site
d. Suggestions regarding remedial measures to be taken, if any, from time to time to ensure conformity.

7. IQCS shall check and confirm the quality of the work after verifying the removal of Defects, if any pointed out during inspections.

8. If, it is observed by IQCS that defects pointed out are not removed by executing agency, this matter shall be reported immediately to the Govt. for necessary action.

(d).4.0 DOCUMENTS TO BE REFERRED
a) Tender specifications and relevant IS Codes.
b) Quality Assurance and Quality Control procedures, formats to be developed by the construction agency.
c) Upto date Contract Specifications.
d) Upto date Quality Assurance circulars issued by the executing agencies from time to time.
e) Any other document as deemed fit by IQCS

(e).RESPONSIBILITIES FOR ACCURACY OF IQCS SERVICES:
(a) The IQCS shall be responsible for accuracy of service provided by them. The advice and/or opinion, if any, provided shall be with documentary proof of standards/laws/codes etc.
(b) IQCS shall be responsible for providing advice and/or opinion regarding Quality Assurance Plan prepared by Executing Agency of this work including methodology which should be adopted, Specifications, Standards & quality measure parameter etc.
FACILITIES

To be provided by the Consultant:-

- Laptops & computers, Printers, Fax machines and other office equipments
- Residential accommodations to their personnel
- TA/DA to their staff
- Arrange for Lab Tests from accredited NABL & other labs.

To be provided by the GoHP:-

- Two scorpio vehicles, drivers and POL.
- Furnished office accommodation, rentals, electricity, water, landline, broad band, wifi connection.
- Lab charges carried out by the consultant shall be reimbursed by the Line Infrastructure Departments.

REPORTING

In accordance with the Scope of Work, an appropriate reporting format would be developed by the Employer in consultation with the Consultant and shall be prescribed. The Employer shall also be free to change reporting format or methods of observations and reporting based on the requirements of the quality monitoring from time-to-time. Based on prescribed method of scrutiny of Action Taken Report (ATR) on the inspection report and observations of the IQCS, an appropriate scrutiny format would be developed by the Employer in consultation with the consultant and shall be prescribed. The following reports shall be submitted:

(a) Inception Report: Within 3 weeks upon issue of letter to proceed with the work, the Consultant shall submit inception report. The report will be based on requirement of services, detailed work programme as mentioned in the TOR and other related activities.

(b) Inspection Report by IQCS: Immediately upon completion of inspection of work (including reasonable time required for testing of material, as determined by the Employer) the IQCS/team of IQCS shall prepare inspection report in the prescribed format and submit a copy of the same to the concerned HoD/Govt.

(c) Scrutiny of Inspection Report of IQCS and communication of observation by Employer/HoD: The concerned HoD/authorised personal shall check and scrutinize the inspection report of the IQCS and in case the HoD/authorised personal prefers to make additional observations, these observations will have to be complied by the IQCS within a time frame.
(d) **Monthly Report:** Within 7 days upon completion of a calendar month, the IQCS shall prepare and submit to the Employer, an abstract report of inspections carried out by the IQCS, in the format prescribed by the Employer. The format for monthly abstract report of inspections shall be prescribed by the Employer in consultation with the Consultant.

(e) **Quarterly Training Report:** The Consultant will conduct quarterly trainings for the field engineers/supervision staff of HPPWD, IPH, HPSEB etc. and contractors for adequate capacity building and submit reports accordingly.

(f) **Reporting Observations on Action Taken Report by IQCS:** The IQCS shall communicate the observations on ATRs to the concerned HoD/Employer, within 10 working days upon receipt of ATR from the concerned HoD/Employer.

(g) **Quality Control Manual and Hand Book:** The firm will evolve a quality control manual/hand book and provide sufficient number of copies to the client for its distribution up to the level of Junior Engineer/designated personals.

(h) **Project Completion Report:** This report shall be submitted by the Consultant upon completion of services and would include full report of activities carried out along with comments of the IQCS and Employer. A copy of this report shall be submitted to concerned department, agency or corporation of the government also.

### 5.4 PREVENTIVE AND CORRECTIVE MAINTENANCE DURING THE CONTRACT PERIOD

5.4.1 During the contract period, the consultant shall inter alia:
   (a) Diagnose and rectify equipments procured for the work, if any.
   (b) Repair and replace the faulty equipment or part thereof
   (c) Carry out the periodic preventive maintenance.
   (d) Ensure commitments as per Requirements.

5.4.2 The consultant shall be solely responsible for the maintenance, repair of the equipments procured/ provided by the department.
Section – 6

6.0 FORMATS TO BE USED FOR SUBMISSION OF PROPOSAL

6.1 FINANCIAL PROPOSAL SUBMISSION FORM

(Location)
(Date)

From
To
The Chief Engineer-cum-Project
Director, State Road Project,
HPRIDC, Nirman Bhawan,
Nigam Vihar, Shimla-2 (HP)

Subject: Consultancy Services for providing Independent Quality Check Squads (IQCS) for all line departments/corporations and other agencies of the Government of Himachal Pradesh

Ref.: Tender No. RW/

Dear Sir/Madam

We, the undersigned, offer to provide the services as required in the above referenced tender and our Proposal (Pre-Qualification, Technical and Financial). Our attached financial proposal for Consultancy Services for providing Independent Quality Check Squads (IQCS) for all line departments/corporations and other agencies of the Government of Himachal Pradesh for a period of consultancy services INR___________(Amount in words). This amount is inclusive of all taxes, duties etc.

Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

Yours sincerely,

Authorized signatory:
Name and title of Signatory:
Name of Firm:
Address:
**Detailed breakup of cost for** Consultancy Services for providing Independent Quality Check Squads (IQCS) for all line departments/corporations and other agencies of the Government of Himachal for a period consultancy

1. Operation & Maintenance, Technical support system/staff for field inspections/test reports, analysis, monthly report.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ownership, Operation and maintenance cost including fuel charges of Equipment procured/provided by the department for field tests/collection of data, if any</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Total Expenses for Key/Sub personnel including salary and deployment of computers/laptops, phone, fax, printer, digital camera with GPS and gate stamping facility with breakup</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Transport expenses</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Office Rental at Shimla</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Report preparation</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Wages of additional staff like operator -cum- mechanic for MBIU etc.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Consumables</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Any other item</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Miscellaneous</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Amount</strong></td>
<td></td>
</tr>
</tbody>
</table>

2. Discounts, if any: INR é é é é

**GRAND TOTAL AMOUNT (CONTRACT PRICE):**

\[(1-2)\] = INR é é é é é é é é é é é é é (in figures)

é é é é é é é é é é é é é ... (in words)
Subject: Consultancy Services for providing Independent Quality Check Squads (IQCS) for all line departments/corporations and other agencies of the Government of Himachal Pradesh

Ref.: Tender No. RW/

Dear Sir/Madam,

We, the undersigned, confirm that we meet all the pre-qualification criteria listed in the bid document.

We are submitting the following documents for our eligibility for the above assignment.

   Form PQ-1,
   Form PQ-2,
   Form PQ-3
   Form PQ-4
   Form PQ-5

Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Signature of the Authorized signatory):

Name and Designation of the Authorized signatory:

Name and Address of Firm:

Phone, Fax & E-Mail

Seal:
Subject: Consultancy Services for providing Independent Quality Check Squads (IQCS) for all line departments/corporations and other agencies of the Government of Himachal Pradesh

Ref.: Tender No. RW/

Dear Sir/Madam,

We hereby certify that the average annual turnover of M/s. _________________ (name of the bidder) is not less than Rs. -------- crore (Rupees -------- crore) during the last three financial years.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Firm</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If the audited figures for 2018-19 is not available for any reason, it shall be indicated so and the audited figures of 2017-18 shall be included.

Yours Sincerely,

(Signature of Statutory Auditor)
Name of the Statutory Auditor:
Name of the Statutory Auditor Firm:
Seal:

Important Notes: The above data should relate only to the Bidder /JV who has submitted the tender. Data relating to sister companies, group companies, parent company, subsidiary companies shall not be considered.
SIMILAR WORK EXPERIENCE  
Declaration for clause 2.17.4

__________ (Location)

__________ (Date)

From

To

The Chief Engineer-cum-Project Director, State Road Project, HPRIDC, HPPWD., Nirman Bhawan, Nigam Vihar, Shimla-2 (HP)

Subject: Consultancy Services for providing Independent Quality Check Squads (IQCS) for all line departments/corporations and other agencies of the Government of Himachal Pradesh

Ref.: Tender No. RW/

We hereby declare and confirm that we, ____________ (Name of the Bidder), having registered office at _______________ (address) have successfully executed the following qualifying works in the last 5 years. We are providing the details below: (Note: add rows as required).

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the client organization</th>
<th>Purchase Order (P.O) No. &amp; Date of issue of P.O.</th>
<th>Project Value</th>
<th>Brief Scope of Work</th>
<th>Whether the successful completion certificate as required, is attached?</th>
<th>Whether the copies of the purchase orders / contracts from the client as required, is attached?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Yes/NoPg. No. on the Proposal</td>
<td>Yes/NoPg. No. on the Proposal</td>
</tr>
</tbody>
</table>

Yours Sincerely,
(Signature of Authorized Signatory)

Name and Designation of the Authorized Signatory:

Name and address of the Bidder Company:

Seal:
SUBCONTRACT DECLARATION & REQUEST FORM

Declaration for clause 3.5

__________ (Location)

__________(Date)

From

To

The Chief Engineer-cum-Project Director,
State Road Project, HPRIDC, Nirman
Bhawan, Nigam Vihar, Shimla-2 (HP)

Subject: Consultancy Services for providing Independent Quality Check Squads (IQCS) for all line departments/corporations and other agencies of the Government of Himachal Pradesh

Ref.: Tender No. RW/

1. We hereby declare and confirm that we, ____________ (Name of the Bidder), having registered office at _______________ (address), undertake that the following services towards this tender will not be sub-contracted and will be executed only by the employees of our Company who are on our payrolls.

2. We are intending to subcontract the following works to the respective sub consultants as found in the table below. We submit the same for your approval.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Subcontracted Service</th>
<th>Details of the Subcontract work</th>
<th>Brief Profile of The Sub consultant Proposed</th>
<th>Sub- Consultant Name, Address and Contact Numbers</th>
<th>Value of the subcontracted work.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. We also undertake to Chief Engineer-cum-Project Director, State Road Project, HPRIDC, HPPWD, Nirman Bhawan, Nigam Vihar, Shimla-2 (HP) that under all circumstances, the value of the works sub-contracted by us will not exceed 25% of the contract price.

Yours Sincerely,

(Signature of Authorized Signatory)

Name and Designation of the Authorized Signatory: Name and address of the Bidder

Company:

Seal:
From
The Chief Engineer-cum-Project Director,
State Road Project, HPRIDC, Nirman
Bhawan, Nigam Vihar, Shimla-2 (HP)

Subject: Consultancy Services for providing Independent Quality Check Squads (IQCS) for all line departments/corporations and other agencies of the Government of Himachal Pradesh
Ref.: Tender No. RW/

Dear Sir/Madam,

We, M/s _____________, hereby propose to engage following key personnel meeting the specified requirements stated in the Bid Document. The Bio data for each candidate indicating their qualification and experience is enclosed in the prescribed format.

<table>
<thead>
<tr>
<th></th>
<th>Title of position*</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Team Leader cum Quality Coordinator</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Civil Engineer (with specialization in quality &amp; material engineering)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Electrical Engineer</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Mechanical Engineer</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Irrigation &amp; Public Health Engineer</td>
<td></td>
</tr>
</tbody>
</table>

Yours Sincerely,

(Signature of Authorized Signatory)

Name and Designation of the Authorized Signatory: Name and address of the Bidder Company:

Seal:
RESUME OF PROPOSED PERSONNEL

<table>
<thead>
<tr>
<th>Personnel information</th>
<th>Name</th>
<th>Date of birth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Professional qualifications</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Total years of professional experience</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Training, publication etc.</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Present employment</th>
<th>Name of employer</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address of employer</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Contact (manager / personnel officer)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fax</th>
<th>E-mail</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Job title</th>
<th>Years with present employer</th>
<th></th>
</tr>
</thead>
</table>

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Company / Project / Position / Relevant technical and management Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

45
Section -7

FORMAT FOR SUBMISSION OF BANK GUARANTEES (PERFORMANCE BANKGUARANTEE)

(To be stamped in accordance with Stamp Act if any, of the country of issuing bank)

To

The ___________________________ Himachal Pradesh State Road Project
_________________________ against contract awarded vide letter no. _________________ dated
_______ for the ________________________________________________________(hereinafter termed as the
said "Contract") entered into between________________, Himachal Pradesh State Road Projects
(hereinafter called

"THE EMPLOYER") and M/s _________________ having its registered office at
_______________________________ and branch office at
_____________________________________
(hereinafter called the successful bidder), this is to certify that at the request of the successful
bidder, we _____________ Bank having its Registered/Head office at
________________________ and branch at ___________________________ are holding in trust, in
favour of THE EMPLOYER, the amount of Rs. ______________(Rs. in words____________) to
indemnify and keep indemnified THE EMPLOYER against any loss or damage that may be
caused to or suffered by THE EMPLOYER by reason of any breach by the successful bidder of
any of the terms and conditions of the said contract/and/or in the performance thereof. We
agree that the decision of THE EMPLOYER, whether any breach of any of the terms
and conditions of the said contract and/or in the performance thereof has been committed by the
Successful bidder and the amount of loss or damage that has been
caused or suffered by THE EMPLOYER shall be final and binding on us and the amount of the said loss or damage shall
be paid by us forthwith on demand, and without demur to THE EMPLOYER. The decision of
THE EMPLOYER in this regard shall be final and binding upon the successful bidder and the
bank.

We ___________ Bank further agree that the guarantee herein contained shall remain in
full force and effect up to the date six months after the expiry of the Contract period
i.e. _______ (hereinafter referred as the said date) and that if any claim accrues or arises
against us, we __________ Bank by virtue of this guarantee before the said date, the same shall be
enforceable against us. Notwithstanding the fact that the same is enforced within six months
after the said date, provided that notice of any such claim has been given to us by THE
EMPLOYER within this period. Payment under this letter of guarantee shall be made within
seven days upon receipt of notice to that effect from THE EMPLOYER.

It is fully understood that this guarantee is effective from the date of the said contract
and that we ___________ Bank undertake that no change or addition or modification of the
terms of the contract or the work to be performed there under or any of the contract documents
which may be made between
THE EMPLOYER and the successful bidder, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We undertake to pay to THE EMPLOYER any money so demanded, notwithstanding any dispute or disputes raised by the Successful bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Successful bidder shall have no claim against us for making such payment.

We ________ Bank further agree that THE EMPLOYER shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance by the Successful bidder from time to time or to postpone for any time any of the power exercisable by THE EMPLOYER against the said Successful Bidder and is to forbear or Bank shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Successful bidder or for any forbearance by THE EMPLOYER or any other matter or thing what-so-ever, which under the law relating to sureties would, but for this provision have the effect of so releasing us from liability under this guarantee.

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

Notwithstanding anything contained hereinbefore:

Our liability under this bank guarantee is limited to Rs. ______ (Rs. in words)
Will remain in force upto six months after the expiry of Contract period i.e. ________;
And unless a claim or demand under this guarantee is made on us in writing on or before ________ all our liability shall cease.

DATE ________________

SIGNATURE OF THE AUTHORIZED SIGNATORY OF THE BANK (WITH CODE NO.)_______________________
SEAL OF THE BANK _____________________________
SIGNATURE OF THE WITNESS ____________________

Name and Address of the Witness ___________________

The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India
BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT (EMD)

(To be stamped in accordance with Stamp Act if any, of the country of issuing bank)

Ref.: No. __________, dated __________

Bank Guarantee:

Date:

WHEREAS, ________________(Name of Bidder) (hereinafter called "the bidder") has submitted his bid dated ________________ (date) for the Tender bearing name. __________ , dated __________ (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We, ________________ [Name of Bank] of ________________ [Name of Country] having our registered office at ________________________ (hereinafter called "the Bank") are bound unto ________________________ [Name of Employer] (hereinafter called "the Employer") in the sum of Rs. _______ (Rupees _______ Lakhs Only) for which payment will and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _______day of __________ 20__

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or
2. If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity,
   a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
   b. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders,

we undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 180 (one hundred and eighty) days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs.__________ (Rs.______________________) and the guarantee shall
remain valid till _______. Unless a claim or a demand in writing is made upon us on or before __________ all our liability under this guarantee shall cease.

DATE _______________

SIGNATURE OF THE BANK _______________________
SEAL OF THE BANK _____________________________
SIGNATURE OF THE WITNESS ____________________
Name and Address of the Witness ___________________

The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India
DRAFT AGREEMENT

Contract agreement for Consultancy Services for providing Independent Quality Check Squads (IQCS) for all line departments/corporations and other agencies of the Government of Himachal Pradesh

(To be executed on appropriate Stamp Paper)

This Contract agreement is made on between the Governor of Himachal Pradesh, represented by the Himachal Pradesh State Road Project (hereinafter referred to as the Employer / Client, the term which shall mean and include its heads, administrators, executors and assignees) of the first part and M/s , (hereinafter referred to as the Consultant) of the second part.

1. WHEREAS the Consultant represents that it is well reputed Consultant.
2. And WHEREAS the Consultant has offered to the Employer for Consultancy Services for providing Independent Quality Check Squads (IQCS) for all line departments/corporations and other agencies of the Government of Himachal Pradesh for the period of consultancy service (hereinafter called services) as given at para 5(iii) below.

3. And WHEREAS the Employer agrees to get the services and the Consultant agrees to provide the services in pursuant to the bid submitted by the consultants vide letter No. Dated (hereinafter referred to as the offer) and the Employer has by his letter of acceptance No. Dated accepted the offer submitted by the consultant at the contract price of Rs. (in words) with details mentioned in para 5(iv) below in accordance with the terms and conditions below hereinafter contained and schedule of payment as mentioned in para 5(v) AND WHEREAS the consultant has agreed to provide services and has furnished performance security pursuant to para 2.7.2 of the instructions to bidders, section 2.

4. Now this agreement witnessed as follows:-

(i) In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the condition of contract hereinafter referred to:

(ii) The following documents/ sections of the Bidding Document shall be deemed to form and be read and construed as part of this agreement

Section 1 Letter of Acceptance
Section 2 Instructions to Bidders
Section 3 General (Financial and Legal) Conditions of Contract
Section 4 Special Conditions of Contract
Section 5 Scope of Work
Section 6 Formats submitted with the proposal

5. Scope is Consultancy Services for providing Independent Quality Check Squads (IQCS) for all line departments/corporations and other agencies of the Government of Himachal Pradesh for a period of consultancy service assumed for 365 days including holidays.
(iii) Referring to consultant’s price bid No. _____ dated ______ the total price of the
for a period of consultancy service is INR ________ ..

(iv) Schedule of Payment
Payments will be made from respective regional officer, within 30 days of
successful submission of desired half yearly summary reports to the
______________ Engineer of the Regional Office at _______ ... as per following
payment schedule:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Task/Report</th>
<th>Copies</th>
<th>Time allowed from start of assignment (days)</th>
<th>Approval time after submission (days)</th>
<th>%age of lump sum amount to be released.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Draft Inception Report</td>
<td>5 hard &amp; soft copies.</td>
<td>25</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>2</td>
<td>Presentation by consultant on final inception report with time lines.</td>
<td>5 soft copies</td>
<td>50</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Design of app and database with user friendly front end submission including cloud hosting.</td>
<td>Manual of operation-5 soft copies and hard copies</td>
<td>85</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Live demonstration of software and app. successfully.</td>
<td>.</td>
<td>100</td>
<td>10</td>
<td>15</td>
</tr>
<tr>
<td>5</td>
<td>Handing over successfully the software and acceptance from the employer.</td>
<td>Training manual- 2 number soft and hard copies</td>
<td>120</td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>
6. (i) Quarterly Training to field engineers, Supervision Staff for all line departments and Contractors to ensure proper Quality Control.

(ii) Four Trainings on developed Web Application to all users.

| 7 | Monthly Report | 10 hard & soft copies | Within 7 days upon completion of each calendar month | 15 |

| 8 | Quarterly Report (including training implemented) | 10 hard & soft copies | At the end of each quarter | 15 | Total = 40% (10% after each quarter including both trainings) |

| 9 | Quality Control manual and Hand Book | As per requirement specified in scope of work | 330 | 15 | 10 |

| 10 | Project completion report including the criteria mentioned in point no. 5 of scope of work | 10 hard & soft copies | 365 | 30 | 20 |
(vi) In consideration of the payments to be made by the Employer to the Consultant as hereinafter mentioned, the consultant hereby covenants with the Employer to execute and complete the works and remedy any defects therein in all respects in conformity with the provisions of the Contract.

(vii) The consultant hereby also covenants that all the partners of Joint Venture shall be jointly and severally responsible to the Employer for the execution of the contract in accordance with the contract terms.

(viii) The Employer hereby covenants to the consultant in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

In witness whereof the parties hereto have caused this agreement to be executed the day the year first before written, signed, sealed and Delivered by the said Employer through his authorized representative and the Consultant through his Power of Attorney Holders.

(For an on behalf of the Consultant) The ____________________________

Himachal Pradesh Public Works Department,

Witness
1. Signature ________________ 1. Signature ________________

Name ______________________ Name ______________________

Address ____________________ Address ____________________

2. Signature ________________ 2. Signature ________________

Name ______________________ Name ______________________

Address ____________________ Address ____________________
Format of Power of Attorney for Authorized Representative

Know all men by these presents, We, ..................(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms ...................... son / daughter / wife and presently residing at … who is presently employed with / retained by us and holding the position of ……, …….. as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection for the {Consultancy assignment name}, being taken by …………………… Government of H.P. (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said assignment and / or upon award thereof to us till the entering into of the Contract with the Authority. And, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

For …

(Signature, name, designation and address)

Witnesses:

1.

2.

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

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and
when it is so required the same should be under common seal affixed in accordance with the required procedure.

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

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.
Format of Joint Bidding Agreement (in case of JV/Consortium)
(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ........ day of ...........20...

AMONGST

1. [•], (a company incorporated under the Companies Act, 1956/2013 and having its registered office at] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

   AND

2. [•], (a company incorporated under the Companies Act, 1956/2013 and having its registered office at].......... (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

   AND

3. [•], [a company incorporated under the Companies Act, 1956/2013 and having its registered office at].......... (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)]

The above mentioned parties of the [FIRST, SECOND AND THIRD] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

A. , having its head office at , India (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the Applications) by its Request for Expression of Interest... dated .........(the "REoI") for appointment for the Sagarmala Programme for the {Project name} (the "Consultancy").

B. The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the REoI and other relevant documents in respect of the Consultancy, and

C. It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations
   In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Request for Expression of Interest (REoI).

2. Consortium
a. The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the Consultancy.
b. The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services ("Contract") with the Authority and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.

4. Role of the Parties

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

a. Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
b. Party of the Second Part shall be [*]; and
c. Party of the Third Part shall be [*].

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the REoI and the Contract, for the performance of the Contract.

6. Member in Charge or Lead Member

Without prejudice to the joint and several liabilities of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge I Lead Member and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:

a. any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
b. consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
c. any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

7. Representation of the Parties

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

a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:

i. require any consent or approval not already obtained;

ii. violate any Applicable Law presently in effect and having applicability to it;

iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party;

v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;

d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Authorised Representation

The parties agree that, who is employed with the member in charge, or his/her nominee shall be the authorized representative of the consortium, to do on behalf of the Consortium, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of the Consortium’s proposal for and the Consultancy including but not limited to signing and submission of all applications, proposals and other documents, participating in pre-bid and other conferences and providing information/responses to the authority, representing the consortium in all matters before the authority, signing and execution of all contracts and undertakings consequent to acceptance of the Consortium's proposal and generally dealing with the Authority in all matters in connection with or relating or arising out of the Consultancy.
9. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.

10. Miscellaneous

a. This Joint Bidding Agreement shall be governed by laws of India. b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

<table>
<thead>
<tr>
<th>SIGNED, SEALED AND DELIVERED For and on behalf of MEMBER IN CHARGE</th>
<th>SIGNED, SEALED AND DELIVERED</th>
</tr>
</thead>
<tbody>
<tr>
<td>by: (Signature)</td>
<td>SECOND PART</td>
</tr>
<tr>
<td>(Name)</td>
<td>(Signature)</td>
</tr>
<tr>
<td>(Designation)</td>
<td>(Name)</td>
</tr>
<tr>
<td>(Address)</td>
<td>(Designation)</td>
</tr>
</tbody>
</table>

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:
1.

Notes:

i. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
ii. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

iii. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.
Format of Power of Attorney for Lead Member of JV / Consortium
(To be executed by all members of the Consortium)

Whereas the ___________________________ (the "Authority") has invited proposals from applicants for appointment as Consultant for ___________________________ the "Consultancy").

Whereas, ......................... and................ .. ...... (collectively the" JV/ Consortium") being Members of the JV / Consortium are interested in bidding for the Consultancy in accordance with the terms and conditions of the REoi and other relevant documents in respect of the Consultancy, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Member in Charge with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Consultancy and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, [name of Party] having our registered office at [registered address], M/s. [name of Party], having our registered office at [registered address], and M/s.[name of Party], having our registered office at [registered address], (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s [name of Member Incharge], having its registered office at [registered address], being one of the Members of the Consortium, as the Member In-charge and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the REoi and bidding process and, in the event the Consortium is awarded the Contract, during the performance of the services related to the Consultancy, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Consultancy, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Acceptance, participate in bidders' and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and / or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Consultancy and / or upon award thereof until the Contract is entered into with the Authority.

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

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

For .........................
(Signature Name & Title)

For .........................
(Signature, Name & Title)
For ........................
(Signature, Name & Title)

(Executants) (To be executed by all the Members of the Consortium) Witnesses:

1.

2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

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

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

- In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by the Lead Member.