

**Planning and Development Department  
Government of Assam  
Assam Secretariat  
Dispur, Guwahati-781006**

This Request for Proposal (RFP) is to set up an **Institute for Innovation , Planning and Resource Management** (IIPARM) of international standard is issued by the Secretary, Planning and Development, Govt. of Assam (hereinafter referred as Client).

NOTES:

1. This RFP, along with its Annexure, is not transferable.
2. Though adequate care has been taken while preparing this RFP, the Bidder shall satisfy himself/itself on receipt of the RFP document, that the RFP document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within stipulated time referred under Data Sheet, it shall be considered that the issued document, complete in all respects, have been received by the Bidder.
3. The Client may modify, amend or supplement this RFP document, in accordance with the Guidelines for such contracts if such approval is required under Law. Further, this RFP does not constitute a binding offer by the Procurer or the Authorized Client nor does it constitute a contract. This RFP may be withdrawn or cancelled by the Client or the Authorized Representative at any time without assigning any reasons thereof.
4. While this RFP has been prepared in good faith, neither the Client or its Authorized Representative nor their employees or advisors/consultants make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information contained herein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused to the Bidder by any act or omission on their part.
5. By accepting the RFP, the Bidder and each of the Member of a Consortium (collectively referred to as 'Covenanter'), shall be deemed to have confirmed that the Covenanter is fully satisfied with the process of evaluation of the EoI by the Client and its decision regarding the qualification or disqualification or short listing of the Bidders for issue of the RFP. The Covenanter hereby expressly waives any and all objections or claims in respect thereof.

**Name, Address and Contact details of the Authorized Person**

Secretary to the Government of Assam  
Planning and Development Department  
4<sup>th</sup> Floor, Block-F, Assam Secretariat, Dispur  
Phone-0361-2237100(O),E-mail-shyamj03@gmail.com **or**  
sarmahhitesh@yahoo.co.in

Place: Guwahati

Date: 30<sup>th</sup> July,2012

Signature

## Letter of Invitation

**Sub: Consultancy for setting up an Institute of Planning and Resource Management of international standard.**

- A. Planning & Development Department, Government of Assam proposes to set up an Institute of Innovation, Planning and Resource Management of international standard.
- B. P&D Department invites proposals from the interested bidder qualified as per the Terms of Reference given in annexure-9.
- C. The firm will be selected based on a QCBS selection based on Technical experience and professional staff of the Consulting Firm and procedures of evaluation as specified in this RFP Document
- D. The Consultancy firm will be required to provide the services as per the ToR given in **Annexure - 9** or any other requirements as to be informed during planning stage
- E. The data sheet and evaluation procedure is given in this RFP for your understanding
- F. For any clarification the firm can contact the undersigned as per the procedure laid down in this RFP Document.
- G. A pre-bid meeting is proposed on the date mentioned under Data Sheet to exchange questions and clarification. If required, the client may amend the RFP through issuance of corrigendum notice or through email informing the amendments. The bidders can also seek clarifications on RFP through email address to [sarmahhitesh@yahoo.co.in](mailto:sarmahhitesh@yahoo.co.in) up to 3 day before the pre bid meeting.

Yours Sincerely

**Name, Address and Contact details of the Authorized Person**

Secretary to the Government of Assam  
Planning and Development Department  
4<sup>th</sup> Floor, Block-F, Assam Secretariat, Dispur  
Phone-0361-2237100(O),E-mail-shyamj03@gmail.com **or**  
[sarmahhitesh@yahoo.co.in](mailto:sarmahhitesh@yahoo.co.in)

Place: Guwahati

Date: 30<sup>th</sup> July, 2012

Signature

## **Disclaimer**

1. This document is not transferable.
2. Though adequate care has been taken while preparing this RFP, the Bidder shall satisfy himself that document is complete in all respects.
3. This Request for Proposal document ("RFP") does not purport to contain all the information that each Bidder may require and accordingly is not intended to form the basis of any investment decision or any other decision to participate in the bidding process for the selection of the Successful Bidder for this Project. Each Bidder should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources
4. Intimation of any discrepancy shall be given to this office immediately either in writing or through email. If no intimation is received from any Bidder within 1 day before the pre bid meeting, it shall be considered that the issued documents is complete in all respects have been received by the Bidder.
5. While the RFP has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by the Client, its employees or advisors or agents as to or in relation to the accuracy or completeness of the RFP or any other oral or written information made available to any Bidder or its advisors at any time and any liability thereof is hereby expressly disclaimed.
6. This RFP includes certain statements, estimates and projections with respect to the anticipated future performance of the Project. Such statements, estimates and projections reflect various assumptions concerning anticipated results, which assumptions may or may not prove to be correct. Neither the Client nor its employees or consultants make any representation or warranty with respect to the accuracy of such statements, estimates and projections and actual performance of Project nor any opportunity, which may be materially different from that set forth in such statements, estimates and projections.
7. Neither the Client nor their employees or consultants/advisors shall be liable to any Bidder or any other person under any law including the law of contract, distort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with this RFP document, or any matter that may be deemed to form part of this RFP document, or the award of the contract, or any other information supplied by or on behalf of Client or their employees or consultants or otherwise arising in any way from the selection process for the award of the contract for the Project.
8. No extension of time will be granted under any circumstances to any Bidder for submission of its bid on the grounds that the Bidder did not obtain a complete set of the RFP.
9. The Client is not bound to accept any or all the Proposals. The Client reserves the right to reject any or all the Proposals without assigning any reasons. No Bidder shall have any cause for action or claim against The Client or its officers, employees, successors or assignees for rejection of his bid.

10. By submission of the RFP, the firm shall be deemed to have confirmed that the firm is fully satisfied with the process of evaluation of the EoI by the Client and its decision regarding the qualification or disqualification or short listing of the Bidders. The firm hereby expressly waives any and all objections or claims in respect thereof.
11. Failure to provide information that is essential to evaluate the Bidder's qualifications or to provide timely clarification or substantiation of the information supplied, may result in disqualification of the Bidder.

*Secretary  
For Planning and Development Department  
Government of Assam*

Place: Guwahati

Date: 30<sup>th</sup> July, 2012

## Introduction

All round Development and accelerating the pace of development has been regarded as the major thrust area of Government of Assam in the past few years. For the purpose various projects and schemes have been designed and existing schemes implemented to accelerate the economic growth of the state. There is no denying the fact that Assam is the most developed state in the north-east with ample opportunities to streamline and channelize its growth based on its core competencies.

The state envisions itself as a modern state with intent to open new opportunities for development in the region for which Planning and Development Department has been entrusted with specific tasks to ensure speedy implementation of schemes. The Department so far is taking forward the planning process with in house team. However, to achieve the desired growth, it is important to continuously innovate and develop programs which can keep pace with the expectation and meet developmental challenges.

In conformity with this, the Planning and Development Department has decided set up an **Institute** for Innovation and Institution of Planning and Resource Management of international standard under suitably suggested organizational / legislative structure under the nomenclature, **Institute** for Innovation and Institute of Planning & Resource Management to act as a Centre for incubation for innovation and to provide record, disseminate & assist in innovation in various sectors and undertake research, consultancy, training, and allied activities for the purpose of improving efficiency in the process of economic development planning, resource management, democratic decentralization, local self governance and to provide institutional support in preparing justified, need based and appropriate current and perspective action plans. ***Resource being scarce economic way of allocating resources to investment oriented projects is becoming very important day by day. This can be done by systematic study of demand for various resources, forecast of time period ,configuration of resources required in those demands and supply forecast by time period wise. Concurrently works for resource development should also be going on.***

The Department now decides to take help of an experienced Consultant to assist the Department in creating the Institution. The selection process would involve evaluation of consultant firms who would be responsible for providing Advisory Support to the Department in implementation of the Project. The Selection of the Consultant would be on the basis of QCBS methods.

## **Instructions to Bidders**

- a) Planning Department, Government of Assam (The Client) will select a consultant from those subscribe to this RFP, in accordance with QCBS system.
- b) The Bidder is expected to submit his offer in a double cover (two separate sealed covers IN ONE SEALED COVER) with (1) technical proposal along with Earnest Money Deposit of Rs. 5 Lakhs/- (In the form of DD/ Bankers Cheque/Bank Guarantee in favour of Planning and Development Department, Govt. of Assam) (one original & one copy) and (2) the financial bids (one original & one copy) in two separate sealed covers clearly marked “**Technical proposal**” and “**Financial bid**” in respect of the works notified.
- c) The selection would be on the basis of QCBS method and with 70:30 ratio of Technical and Pricing.
  - i. This would be done in two stage Bidding, wherein the first stage the technical bid will be considered for evaluation.
  - ii. In second stage the price bid of technically qualified bidders will be opened.
- d) In order to obtain first hand information about the assignment the local conditions/constraints and concept of the entire project, it is considered advisable that the applicant can visit the client and discuss. It is also advisable that they make an assessment of the secondary information relating to the assignment.
- e) The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- f) Each Bidder shall submit only one (1) Bid, in response to this RFP. Any Bidder, who submits or participates in more than one Bid will be disqualified and will also cause the disqualification of the Consortium/JV of which it is a member.
- g) The expenses on preparing the proposals, attending the pre-bid meeting and negotiating the contract etc. will not be reimbursed.

### **h) Clarification and Amendment of RFP Documents**

1. Consultants may request a clarification of any of the RFP documents up to 1 day prior to date of pre bid meeting indicated in the Data Sheet. Any request for clarification must be sent in writing, or by standard electronic means to the clients address indicated in the Data Sheet. The Client will either respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Alternatively the client may record all the questions and clarification to be discussed in the pre bid meeting.
2. **Amendment of RFP documents:** At any time before the submission of Proposals, the client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable

ime in which to take an amendment into account in their Proposals the client may, if the amendment is substantial, extend the deadline for the submission of Proposals. In any event, the client may extend the deadline for the submission of Proposals at its discretion.

#### **i) Technical Proposal**

The technical proposal should demonstrate the applicant's knowledge of the project requirements, understanding of the requisite project parameters, analysis, etc. set forth in the scope of work, terms and references and capability to carry them out. Provision of the requested information in full must be set forth in the following sequence:-

- i. Key personnel : Name, age, background , employment record and professional experience of the personnel to be assigned for the project as per **Annexure-1 & 2**
- ii. An undertaking from the key personnel must be furnished that he/she will be available for the durations shown in manning schedule as per **Annexure 1 &2**
- iii. A list of works of similar natures carried out in the past is to be submitted along with supporting certificates in as per **Annexure-3 & Annexure-4**
- iv. General approach of methodology that the applicant proposes for carrying out the services to is given in formats as per **Annexure-5**
- v. Zero rating resulting in disqualification will be given to a nominated expert in particular circumstances, detailed below:
  - (a) If the expert in question is a current employee of the Government of Assam or any agency of the Government of Assam.
  - (b) If the expert has failed to disclose any situation of actual or potential conflict
- vi. Technical Proposal shall not include any financial information. A Technical Proposal containing financial details will be declared non-responsive.
- vii. Bidder will require to give a technical presentation on its credentials, the structure of the proposed project and methodology to be adopted by the Consultants in undertaking the assignment.

#### **j) Financial Proposal**

In preparing the Financial Proposal, consultants are expected to take into account the requirements and condition outlined in the RFP document. The Financial Proposal should follow Standard Forms provided in **Annexure7 & Annexure -8**.

- (a) The financial proposal shall take into account all types of tax liabilities (except service tax which shall be separately reimbursable).
- k) Consultants to whom RFP is issued cannot associate with other Consultants in a joint venture or form Consortium for the project, however
  - i. A shortlisted Consultant may utilize the expertise of other consultant firms as sub consultants.

### **(3) Eligibility criteria**

- a) Selection of the consultant will be made on the basis of evaluation of the technical proposal and financial bids separately. Bidders, whose Technical proposals are not as per the requirements would not be considered and their financial bids will be returned unopened.
- b) The Consultant firm should provide credentials, past experience and proof of execution of similar assignment. The Consultancy firm should have qualified and experienced staff to carry out the work. (CV to be attached).

#### **(4) Submission of Proposals**

- a) The Bidder must submit his offer in a double cover (two separate sealed covers IN ONE SEALED COVER) with (1) technical proposal along with bid security of Rs.5 lakhs (In the form of DD/ Bankers Cheque/Bank Guarantee in favour of Planning and Development Department, Govt. of Assam) (one original & one copy) and (2) the financial bids (one original & one copy) in two separate sealed covers clearly marked “**Technical proposal**” and “**Financial bid**” in respect of the works notified.

#### **Proposal for “Consultancy for setting up an Institute of Innovation Planning and Resource Management of international standard.”**

In the event of any discrepancy between the copies of the proposals, the original shall govern. The original and each copy of the technical and financial proposal must be prepared in indelible ink and must be signed by the authorized representative of the consultants. The letter of authorization must be confirmed by a written power of attorney accompanying the proposals. The person or persons signing the proposal must initial all pages of the proof of eligibility, technical and financial proposals.

- b) The Proposal as well as all related correspondence exchanged by the Consultants and the client shall be written in the English language.
- c) In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Consultants whose proposals do not respond to the requirements of the documents comprising the RFP may fail to meet the minimum qualifying score as indicated in the Data Sheet.
- d) The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.
- e) An authorized representative of the shortlisted Consultant shall initial all pages of Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal. The signed Financial Proposal and Technical Proposals shall be marked “ORIGINAL TECHNICAL PROPOSAL” or “ORIGINAL FINANCIAL PROPOSAL ”
- f) Completed technical and financial proposal must be delivered on or before the time **1500 Hrs and date 12<sup>th</sup> August, 2012** at the address mentioned below. Any proposal received after the closing time for submission of proposal shall be returned unopened.

Address:

**Secretary  
Planning and Development Department  
Government of Assam  
Block-F, Assam Secretariat, Dispur, Guwahati-781006**

- g) Technical and financial proposals must be valid for the 90 days from the date of submission of proposal.

**(5) General Instructions**

- i. Final decision making authority: The Planning and Development Department, Govt. of Assam, will scrutinize the applications and reserves the right to recommend for acceptance any of the bids.
- ii. Particulars provisional: The particulars of the proposed work given are provisional and must be considered only as advance information to assist the applicant.
- iii. Consultant will follow up and take any permission required for project and it will be his responsibility to take permission. However any assistance or document required by consultant will be provided.
- iv. Curtailment in the scope of work will not vitiate the contract.
- v. The officer opening the tenders does not bind himself to accept or recommend for the acceptance of the lowest or any tender or to give any reasons for his decision. In deciding the tenders the manifest capability / competence of the bidder, his experience in this line will be the main consideration. Principal Secretary, Planning and Development Department, GoA or his authorized Officer may invite the tenderer(s) to scrutinize / examine his /their capability to undertake the assignment.
- vi. P&D Dept, GoA retains the right to seek clarifications at any time; the bidders are expected to submit all relevant documents along with tender for evaluation.
- vii. Conditional bids are liable to be rejected.
- viii. Canvassing for support in any form for the acceptance of any tender is strictly prohibited.
- ix. Deductions of Income Tax at source shall be done as per the law.

**(6) Evaluation of Bid**

- a) The Proposals of all the Bidders will be opened by the Client at time, date and place indicated in the data sheet, in the presence of Bidders or their representatives who wish to attend the Bid opening. The Bidders' representatives, who are present, shall sign a register in evidence of their attendance.
- b) The Bidder's name, the presence or absence of the envelope containing technical and financial bids such other details as the client or its authorized representative, at his discretion, may consider appropriate will be announced at the time of Bid opening.
- c) Bid responsiveness would be checked. Those bidders without appropriate Bid Security wouldn't be evaluated further.

- d) The Bidders would be called to give a technical presentation highlighting their credential, proposed work plan , manpower to be deployed and the entire approach.

The Evaluation would be a two stage one where Technical Evaluation will be carried out prior to opening of Financial Proposal. After this, the financial proposal of technically qualified bidders submitted in the first stage will be opened by the client

**a) Evaluation of Technical Proposal**

The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the TOR and subject to the minimum qualifying mark, applying the evaluation criteria, sub-criteria, point system specified in the terms of the Summary Evaluation Criteria. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the TOR. Shortlisted Bidders would be called for making technical presentation and which would be part of evaluation.

Indicative Criteria for Evaluation of Technical Proposal

Sl No	Evaluation Criteria	Weightage (Total Marks-100)
<b>1</b>	Past experience of the firm <ul style="list-style-type: none"> <li>➤ No of years of experience (1 marks for each additional year more than 3 years subject to maximum of 10 marks)</li> <li>➤ Past experience of similar studies/projects of similar nature ( 5 marks for each additional of 3 similar assignment subject to maximum of 20 marks)</li> </ul>	<b>30</b>
2	Experience of Key Personal <ul style="list-style-type: none"> <li>➤ Qualifications</li> <li>➤ Relevant Experience</li> </ul>	<b>30</b>
3	Financial Strength of the consultant <ul style="list-style-type: none"> <li>➤ Turn over figure for last three years Annual Average Turnover for last three years 50 Lakhs to 1 Crore - 2 Marks 1 crore to 5 Crore - 5 Marks 5 crore and above - 10 Marks</li> </ul>	<b>10</b>

4	Technical Presentation – on methodology for taking up the assignment	<b>30</b>
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Agency will be selected based on Combined Quality Cum Cost Based System (CQCCBS) of the bid in the ratio of Technical 70% and Financial 30%.

**b) Evaluation of Financial Proposal(Stage 2)**

Financial Proposals will be opened at the date and time mentioned in the data sheet (or an alternate date and time to be notified by the Client), and all shortlisted consultants will be allowed to send a representative to be present for the proposal opening.

The evaluation committee will determine whether the Financial Proposals are complete. In case, if Client feels that the work cannot be carried out within overall cost of Financial Proposal, the Proposal may be rejected or correct any computational errors.

The lowest Financial Proposal will be given a Financial Score of 100 points. The Financial scores of other Proposals will be computed as follows:

$$FS=100 \times \text{Lowest Financial Proposal} / \text{Financial Proposal of Bidder}$$

**e) Combined Evaluation of Technical and Financial Proposals**

Proposals will finally be ranked according to their Technical (TS) and Financial Scores (FS) based on which composite scores would be calculated using the weights indicated as follows:

$$\text{Composite Score} = TS \times 0.7 + FS \times 0.3$$

**(7) Award of contract**

- a) After completing negotiations, the Client shall award the Contract to the selected Consultant and notify the other Consultants who were unsuccessful or whose bids were non-responsive. Client shall return the unopened Financial Proposals to the Consultants whose Technical Proposals have not secured the minimum qualifying mark, or were found to be technically non-responsive
- b) The Consultant is expected to commence the Services on the date and at the location specified in the Notice to Proceed.

**(8) Performance Guarantee:**

The successful bidder has to submit the Performance Bank guarantee in approved format of 5 % of the quoted amount within 14 days of receipt of work order. The EMD of successful bidder will be released when the bidder signs the agreement and furnish the required performance Guarantee.

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**9) Arbitration**

9.1 If any dispute or difference of any kind whatsoever shall arise between the Parties hereto in connection with or arising out of this Agreement, such dispute or difference shall be finally settled by arbitration as per Arbitration Act 1996 as amended from time to time. The arbitrator shall be a party mutually agreed to by the Employer and the Contractor. The arbitration proceedings including the making of an award shall be final and binding upon the Parties.

9.2 The Arbitration proceedings may be commenced prior to or after completion of the Works, provided that the obligations of the parties hereto shall not be altered or affected by reason of the Arbitration being conducted during the progress of the Works.

9.3 Each party to the Arbitration proceedings shall be entitled to appoint one (1) arbitrator. The duly appointed Arbitrators of the parties shall appoint a 3rd Arbitrator who shall assume the position of Chairman of the Arbitration tribunal.

9.4 During the pendency of any Arbitration the Parties shall continue to perform their respective obligations as detailed in this Agreement unless such performance cannot be reasonably continued.

9.5 The Arbitration Proceedings shall take place in the State of Assam only and the Courts of the State of Assam alone have jurisdiction to this purpose.

#### **(9) Schedule of Payment**

The Consultant shall be paid professional fees in the following stages consistent with the work done.

<b>S. No</b>	<b>Milestone</b>	<b>Percentage</b>
1	<b><i>Mobilization Advance on the submission of Performance Guarantee</i></b>	<b>20%</b>
2	<b><i>On submission of Draft DPR</i></b>	<b>30%</b>
3	<b><i>On submission of Final DPR</i></b>	<b>50%</b>
<b>Total</b>		<b>100%</b>

#### **(10) PROPOSED TIMELINES**

<b>Particular</b>	<b>Time Frame</b>
<b><i>Submission of Inception Report</i></b>	<b><i>1 Week from issue of LOI</i></b>
<b><i>Submission of Concept Note</i></b>	<b><i>1 Week from the approval of Inception Report</i></b>
<b><i>Submission of Draft DPR</i></b>	<b><i>6 Weeks from the Approval of Concept Note</i></b>
<b><i>Submission of Final DPR</i></b>	<b><i>8 Weeks from the date of submission of Draft Approval duly incorporating the modification, if any.</i></b>

## **10) COMPENSATION FOR DELAY AND EXTENSION OF TIME, LIQUIDATED DAMAGES**

The works comprised in this Bid are to be commenced immediately upon receipt of the order of commencement given in writing by the designated official when possession of the site can be had. The whole work, including all such additions and variations as aforesaid (but excluding such, if any, as may have been postponed by an order from the Officer-in-Charge) shall be completed in every respect within the contract period and if from any cause whatsoever other than willful obstruction or default on the part of the Officer-in-Charge or his staff and except as hereinafter, provided the whole of such work shall not be finished to the satisfaction of the Officer-in-Charge within the said period, the Contractor(s) shall forfeit to the Client from his/their security deposit by way of ascertained and liquidated damages for each default and not by way of penalty the sum of 0.5% of cost of total contract sum for every complete week of such default(s) provided that the entire amount of damages to be forfeited under the provisions of this clause shall not exceed ten percent on the total contract sum of the whole work as shown in the tender.

Provided nevertheless that if the Contractor(s) shall be of the opinion that he/they is / are entitled to any extension of time on account of the works being altered, varied or added to or on account of any delay by reason not under the control of the Contractor(s) in consequence of orders to that effect from the Client, the Client is hereby empowered to give the Contractor(s) in any or either of such cases. It shall be competent for the Owner by an order in writing to extend the aforesaid period for final completion by such period or periods as he shall deem reasonable and the Contractor(s) is / are to complete the works within such extended period or periods as aforesaid. Provided that the Contractor(s) shall not be entitled to any extension of time unless he / they shall within three days after the happening of the event in respect of which he/they shall consider himself/ themselves entitled to any extension, given to the Officer-in-Charge written notice of such claim to any extension of time and of the ground or grounds and of the amount thereof unless in any case the Officer-in-Charge shall in his discretion dispense with such notice and certify for an extension of time. Nevertheless and in case of any extension of time, the aforesaid provisions with amount for damages in default of due completion shall apply in case of non-completion of the works within the extended time. Grant of extension shall be without prejudice to recover liquidated damages as per terms of agreement.

If the Contractor achieves completion of the whole of the works prior to the specified period of completion from the date of commencement, the Client shall pay to the contractor a sum of One percent of the initial contract price as bonus for every completed month (part of month to be excluded) which shall elapse between the date of completion of all items of works as stipulated in the contract, including variations ordered by the Engineer, and the specified period of completion limited to Five percent of initial contract price. In case of time extension for any reason, bonus for early completion considering the extended time shall NOT be payable.

## Data Sheet

### **Consultancy for setting up an Institute of Innovation, Planning and Resource Management of international standard under Societies Registration Act, 1860**

Date of issue of RFP	12/07/2012 (T)
Last Date of submission of Clarification	19/07/2012( T+7)
Date of Pre Bid Meeting	20/07/2012( T+8))
Last date of submission of Proposal	<b>14/08/2012( T+30)</b>
Date and Venue of opening of Technical Bid	<b>21/08/2012</b> Venue: <b>Conference Hall, Planning and Development Government of Assam, Assam Secretariat, Dispur, Guwahati-781006</b>
Scheduled Date and venue of Technical Presentation	<b>21/08/2012</b> Venue <b>Conference Hall, Planning and Development Department, Government of Assam, Assam Secretariat, Dispur, Guwahati-781006</b>
Date and venue of opening of financial bid	<b>30/08/2012</b> venue <b>Conference Hall, Planning and Development Department, Government of Assam, Assam Secretariat, Dispur, Guwahati-781006</b>
Method of selection	QCBS ( weighing technical and financial proposal as 70 percent and 30 percent respectively)
Earnest Money Deposit	Rs. 5 Lakhs/- (Rupees five lakh)only (In the form of DD/ Bankers Cheque/ Bank Guarantee in favor of Planning and Development Department, Govt. of Assam)
Performance Guarantee	The successful bidder has to submit the Performance Bank guarantee in approved format of 5 % of the quoted amount within 14 days of receipt of work order
Completion time of assignment	5 months from the date of issue of LoI

Correspondence Address	<p><b>Secretary</b> <b>Planning and Development</b> <b>Department,</b> <b>Government of Assam,</b> <b>Assam Secretariat, Dispur,</b> <b>Guwahati-781006</b> <b>Tel: 0361-2237100(O)</b> <b><u>E-mail-shyamj03@gmail.com</u> or</b> <b>sarmahhitesh@yahoo.co.in</b></p>
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## Annexure-1

### KEY PERSONNEL

Details of key technical and Administrative Personnel along with the Consultant and those who would be assigned to the work.

#### (I) Key Technical and administrative personnel and consultants

- a) Individual's name
- b) Qualifications
- c) Present position of office
- d) Professional experience and details of Works carried out highlighting:
  - i. Total Experience (in years)
  - ii. Experience in Project Preparation (in years with Project List)
  - iii. Experience in Similar Projects (Project Details highlighting input from Professional)
  - iv. Experience in Contract Management (for Legal Expert)
- e) Year with the applicant
- f) How the individual would be involved in the Contract

#### (II) Remarks

S. No	Key Personnel	Qualification & Experience
1	Team Leader	Management Graduate with a minimum of 15 years of professional experience of which at least 5 years in project preparation of relevant projects.
2	Financial Expert	Management Graduate/ Chartered Accountant with a minimum of 10 years of professional experience preferably in project preparation of relevant projects.
3	Civil Engineer	Graduate Civil Engineer with a minimum of 10 years of professional experience preferably in project preparation of relevant projects.
4	Architectural Expert	Graduate architect from a reputed institution with a minimum of 10 years professional experience preferably in project preparation of relevant projects.
5	Legal Expert	Law graduate with a minimum of 10 years of professional experience of which 5 years in contract documentation

Marking for the above experts shall be done in the following manner:

1. Team Leader:
  - a. Minimum educational qualification – 2
  - b. Minimum years of professional experience – 2
  - c. Experience in Similar Projects - 2
2. Financial Expert
  - a. Minimum educational qualification – 2
  - b. Minimum years of professional experience – 2
  - c. Experience in Similar Projects - 2
3. Civil Engineer
  - a. Minimum educational qualification – 2
  - b. Minimum years of professional experience – 2
  - c. Experience in Similar Projects - 2
4. Architect
  - a. Minimum educational qualification – 2
  - b. Minimum years of professional experience – 2
  - c. Experience in Similar Projects - 2
5. Legal Expert
  - a. Minimum educational qualification – 2
  - b. Minimum years of professional experience – 2
  - c. Experience in Similar Projects - 2

**Annexure-2**

**Form.....**

**TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

SI NO	Name	Position	Activities	Months (in the form of a Bar Chart)													Number of Months
				1	2	3	4	5	6	7	8	9	10	11	..n		
1.																	Subtotal (1)
2																	Subtotal (2)
3																	Subtotal (3)
4																	Subtotal (4)
5																	

Full -time \_\_\_\_\_  
 Reports Due: \_\_\_\_\_  
 Activities Duration: \_\_\_\_\_

Part-time: \_\_\_\_\_

Signature: \_\_\_\_\_  
 (Authorized Representative)

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**Signature of the Applicant with seal**

### **Annexure-3**

1. Name of work
2. Place
3. Total tendered cost of work
4. Brief description of works including principal Features and deliverables.
5. Period of completion
  - a) Originally stipulated time limit
  - b) Extended time limit
  - c) Actual time taken to complete the work
  - d) Reasons for non-completion of work in Stipulated time limit / extended time limit.
6. Were there any penalties/fines/stop notices/Compensations / liquidated damages imposed?  
(Yes/No) (If yes, give amount and explanation)

**Signature of the Applicant with seal**

**Annexure-4**

**Project Development Sheet**

<i>Project Development Sheet</i>	
Assignment Name:	
Approx value of contract	
Country	
Location within Country	
Duration of the assignment (Months	
Total person-months of assignment	
Name of client/Address:	
Approximate value of services provided by this firm under the contract:	
Start Date (Month/Year)	
Completion Date (Month/Year):	
Professional staff involved	
Narrative description of project	
Description of actual Services provided	
As on Date Achievement :	

## **Annexure-5**

The approach and methodology will be detailed precisely under the following topics.

- 1) Understanding of the assignment - 5
- 2) Methodology for services to be provided – 15
- 3) Team Composition & Task assigned - 10

## **Annexure-6**

### **ADDITIONAL INFORMATION**

(Please give a brief note indicating why the applicant considers himself eligible for the work)

**ANNEXURE- 7**  
**FORM .....**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

FROM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sir:

**Subject:** **Appointment of Consultant** to set up an institution of Innovation, Planning and Resource Management of international standard under Societies Registration Act, 1860

Regarding Price Proposal

I/We \_\_\_\_\_ Consultant/consultancy firm herewith enclose Price Proposal for selection of my/our firm/organization as Consultant for \_\_\_\_\_ works.

Yours faithfully,

Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

(Authorized Representative)

**ANNEXURE-8**

**FORM 8**

<b>COSTS</b>	<b>AMOUNT (Indian Rupees)</b>
Total Quoted cost	

**Taxes as applicable has to be informed**

## Annexure 9

### TERMS OF REFERENCE

#### Introduction

The Planning and Development Department (the PDD) of the Government of Assam is a strategic body in charge of formulation and implementation of the State Plan Schemes in the state. Taking advantage of its vertical relationship with the Planning Commission, Government of India and its horizontal association with the line departments of the State, the PDD is the State's nodal agency in charge of preparation of annual and five year plans as per the guidelines set by the Planning Commission. The PDD also serves as the nodal department for implementation of the Local Area Development schemes chosen by Members of the Parliament and Members of the Legislative Assembly. Other key functions of the PDD are designed to achieve the following specific objectives:

- Examination and approval of sector plan schemes and projects received from the respective line departments for sanction under annual plan.
- Liaison with the Finance Department of the State for provision of funds for approved schemes and projects.
- Scrutiny of the expenditure of funds and progress of schemes and projects against set objectives under the annual plan; in addition, execution of physical verification and monitoring of selected schemes where required
- Submission of quarterly and annual progress reports on expenditure to the Planning Commission for release of the earmarked or approved funds, in addition to preparation of midterm appraisal reports of the five year plans.
- Coordination and prioritization of schemes of the North Eastern Council (NEC) and Schemes under Non Lapsable Central Pool of resources (NLCPR) applicable to the State.
- **Monitoring of plan schemes with intake studies of completed schemes;**
- **Preparation of self of development schemes.**

#### Background

***It is a fact that there is hardly any institutional (academic) support to the planning process and its continuous up gradation along with creation/development of sensitive planners in Assam. At present, we are largely materializing the nationally set schemes without any modification or alternation to suit the heterogeneous factors of the state. The state set scheme are fractured and depends on available financing. Not to speak of integrated approach of development we are still to follow wholly the convergence mode of schemes. To fast pace our growth and development we have to follow a mixture of modern and indigenous planning technique. Instead of taking one issue at a time, an integrated analysis of problem is required so that short term decision is consistent with multiple long term goals. Planners having knowledge about a project and responsible for anticipating unintended consequences represent interest of people who are underrepresented in decision making process.***

***Resource is another key to attain growth. But availability of resource do not certify development as in the case of erstwhile colonial countries. Sustainable management of resources is vital as positive growth and long term sustainability cannot thrive on a deteriorating resource base. Govt. intervention is very minimal in this regard till date and Assam has bounty of resource in the form of mainly natural, ecological and human.***

It is a realization that innovation as the engine for National and Global growth, employment competitiveness and sharing of opportunities in the 21<sup>st</sup> century. Innovation is going to be central to providing answers to most pressing challenges in our country and for creating opportunity structures for sharing the benefits of the emerging knowledge economy and knowledge society.

Innovation holds the capacity to both accelerate economic development through cheaper and affordable products and services, but also share social opportunity. The propose Institute of Innovation, Planning and Resource Management should see itself as a catalyst in this effort to brake barriers that constraints us and enable us to see and siege new opportunities.

The Institute of Innovation , Planning and Resource Management shall, for the state of Assam, put into action the National Innovation Councils initiative of encouraging and facilitating the creation of an India Model of innovation by looking at five key parameters; Platform, Inclusion, Eco System Driven and Discourse. The aim is to redefine innovation to go beyond formal R & D parameters and look at innovation as a broader concept that breaks sectoral silos and moves beyond a high tech, product based approach to include organizational process and service innovation. The core idea is to innovate to produce affordable and qualitative solutions that address the needs of people at the bottom of the pyramid, eliminate disparity and focus on an inclusive growth model. The central idea is to encourage, inspire and empower people to think, discover, deliberate, and innovate an implement novel solution at the local and national level to expedite the process of development for the benefit of the nation.

The Institute of Innovation, Planning and Resource Management should undertake a lead role in the initiation, conceptualization, promotion documentation and large scale dissemination of innovations in various sectors as envisaged herein above. The Institution will provide necessary technical support and advisory services to the individual government departments, introduction of aborginal planning techniques, tapping of untapped resources along with processes involved in exploitation of resources/allocation with modern approach of resource management, formulation parameters for inclusive reform of the Govt. approach and issues that hamper effective governance and help devise methodologies for good governance

Recognizing the need for Assam's development as a gateway for development of the North Eastern Region, given both its relative size and its position as a center of interstate trade and integrated infrastructure in the northeast, various reforms have been initiated in Assam over the last decade. However, while these reforms have definitely brought about significant improvement in the governance in Assam, the reforms have been more of felt-need than a structure phased approach for overall transparent and accountable governance across all departments. Moreover,

these reforms have been more individual department oriented, where each department had separately spearheaded their reforms, more to resolve their immediate functioning issues than for comprehensive governance restructuring.

The need for a separate institute that would work closely with the government departments and provide professional advice to the government agencies to help them implement their reform agenda successfully is strongly felt. The institution will provide necessary technical support and advisory services to the government departments in identifying reform areas and issues that hamper effective governance and help devise methodologies for good governance. The institution will support change management strategy of the state for improving administration and refining citizen- centric service delivery.

The institute that is now being proposed is expected to:

1. Undertake action based research to identify implementable reforms
2. Prepare best practices guidelines to implement reforms
3. Undertake advisory role for the government departments as required
4. Provide training in implementing the identified best practices
5. Support the departments in implementing the reforms
6. Undertake the role of project manager for the government
7. Monitor and evaluate the schemes/programs/reforms that the government implements
8. Provide consultancy and training to the Autonomous Councils of Sixth Schedule Areas and Councils of Non sixth schedule Areas.
9. Create a framework to support the State Innovation Council on strategies for inclusive growth, developing co-operation among the different actors involved, needs of different places and people with mechanisms for coordination across administrative boundaries and a framework for evaluation.
- 10. Devise of suitable planning technique for the state keeping in mind of the state's diversification along with formulation of schemes.**
- 11. Transfer of planning methodology to the unit level of administration so that people can formulate right plan for the right locality.**
- 12. Sustainable management of resources for achieving food, environment and livelihood security.**
- 13. Developing location specific, cost effective, eco friendly conservation and management technology for higher input efficiency without deteriorating resource base.**
- 14. Plan, coordinate and monitor R & D programmes for sustainable development and resource conservation.**
- 15. Serve as knowledge and information repository and also coordinating agency between the originator and end users. .**

## Scope of Activities of proposed Institute

While there are already institutions like the Assam Administrative Staff College that provide trainings to the government functionaries in various aspects of public administration, the proposed IIPARM will have capabilities for introducing policy level reforms thoroughly baked by innovation research and inject the outcome of research to the Governance process.

The Institution will provide necessary technical support and advisory services to the individual government departments, introduction of local planning techniques, tapping of untapped resources along with processes involved in exploitation of resources/allocation with modern approach of resource management, formulation parameters for inclusive reform of the Govt. approach and issues that hamper effective governance and help devise methodologies for good governance

As we see the positioning of the institution as a think tank, it is expected that the institution performs the role of a think tank for governance reforms while also playing the role of a project manager in implementing various technical and procedural innovations. The Exhibit-1 below shows the distinctive role that we expect the institution will be able to play among other similar institutions.

**Exhibit-1 of IIPARM Positioning**

Areas of interventions	Types of institutions		
	Academic Institutions	Training Institutions	Advocacy think tank
Extensive research and limited training	Universities		
Extensive training and limited research		AASC	
Innovation-research, training and consultancy			IIPARM

## Proposed activities to be undertaken by the institution

### Research

- Identify reform based on world-class research
- Documenting good practices in governance in the identified reform areas
- Localization of global good practices to suit the State's requirements
- Design tools methodologies for successful e-governance/development administration solutions/applications.
- Support and co-ordinate innovation researches.
- **Identification of suitable planning technique.**
- **Systematic designing of schemes and appraisal.**
- **Resource mapping.**

- ***Sustainable management of natural resources.***
- ***Developing cost effective and eco-friendly management technology.***

### **Consultancy**

- Self-sustaining world class institute. The Institute, for substances, could also undertake consultancy in specific areas to resolve identified issues of the state government.
- Assam has been doing pioneering work in areas of fiscal management and social development in the region. Most of the funding agencies would require support in scaling up/ in replicating these success stories in the other North Eastern states.
- Professional competence of the institute could provide support through consultancy for the Councils formed in sixth schedule and non sixth schedule Areas of Assam and other NE States.

### **Training**

- Reforms oriented training program: As part of its mandate, the institution is also proposed to undertake training and capacity building programs for government functionaries in areas of reforms and planning. The beneficiaries will be the line departments, Councils, Local self government Bodies, NGOs and peoples' representatives.
- Complementing ATI: Clear demarcation of activities between the State Administrative Training Institute and training conducted by the institution will be made. IIPARM will conduct capacity building programmes to the government officials to improve their skills on implementing the identified reforms while AASC conducts general management oriented programs.
- Collaboration: In a few areas of training, the two institutes could collaborate to synergize and complement each other's capacities.
- ***It will orient the existing planners and create a new batch of planners to take multiple issues at a time and apply integrated analysis to have multiple long term goals;***
- ***It will train stakeholders that sustenance of both tangible and intangible resources are required to achieve long term food, environment and livelihood security.***

### **Implementation Assistance**

- Identify areas for E-governance/ development administration: It is another area that the institute will contribute significantly. The institute will help the state government/ Councils in identifying the area of digitization.
- Project Management Activities: Undertake necessary project management activities for implementing the e-governance initiatives.

## Monitoring & Evaluation

- M&E of Existing Schemes: The institute would undertake monitoring & evaluation work of the schemes/ programs and projects introduced by the state government to ensure the effective implementation and mid – course corrections during implementation.
- ***The Institution will continuously act to frame a policy of resource management through forecasting of time period wise demand along with investment in resources as stored capabilities;***

The consultant shall have to study and prepare in details the structure of the proposed Institute (whether a Society under Societies Registration Act, 1860, nonprofit company or any other structure) and the modalities under which similar institute in the country ( in other state, and outside the country have been established e.g Institute of Economic Growth, New Delhi, Indian Institute of Public Administration, New Delhi, Center for Good Governance, Andhra Pradesh, National Institute for Public Finance and Policy, New Delhi, Mahatma Gandhi State Institute of Public Administration, Punjab. The consultant shall separately examine the sources of funding for establishing and regular operation and maintenance of the Institute given its separate character and role.

The consultant shall render the following services in connection with and in regard to the said works:

The Consultant would work with Planning Department, Govt. of Assam in the entire project planning stage including conception, project structuring facilitating various approvals and preparation of Detailed Project Report.

The key terms of work includes;

- Preparing concept Plan of the project
- Conducting Stake holder consultation with other line Departments/Government Agencies
- Adoption of similar best practices across the country in regard to such types of the project
- Assisting the Department in preparing various notes to be submitted to various Departments/Agencies, making presentations in this regard.
- Based on consultation and preparation of Project Structure for implementation and finalization of project components.
- Detailed Project Report

DPR includes but not limited to

1. Project Concept & Project Structure
2. Project Cost- Detailed Break up of Cost
3. Facility Planning, Interior Decoration
4. Organization structure, manpower planning
5. Training and research module suitable for the project
6. Curriculum planning

## Annexure 10

### CONTRACT AGREEMENT FOR

**Consultancy for setting up an institution of Planning and Resource Management of international standard under Societies Registration Act, 1860**

THIS CONTRACT (“Contract”) is entered on the .....th Day of .....2012, by and between **P&D Department, GoA** (“the Client”) having its office at **Assam Secretariat, Dispur, Guwahati-781006** and *[Consultant’s name]*, (“Consultant”) having its corporate office at *[Consultant’s address]*.

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

<b>1</b>	<b>Services</b>	(a) The Consultant shall perform the services specified in ToR (Terms of Reference) of the RFP which is made an integral part of this Contract (“the Services”).  (b) The Consultant shall provide the service listed in ToR (Terms of Reference) within the time periods listed in the RFP therein and the personnel as provided by Consultant in Annexure 1 and annexure 2 of the RFP document, to perform the Services.
<b>2</b>	<b>Terms</b>	The Consultant shall perform the Services during the period commencing <i>[insert start date]</i> and continuing through <i>[insert completion date]</i> or any other period as may be subsequently agreed by the parties in writing.
<b>3</b>	<b>Timelines</b>	<b>Submission of Draft DPR -3 month</b>
		<b>Submission of final DPR -2 months</b>
<b>5</b>	<b>Payment</b>	A. <u>Schedule of Payments</u>
		i) The schedule of payments is specified below:
S. No	Milestone	% of total payment
1	<b>Mobilization advance</b>	<b>20%</b>
2	<b>Submission of Draft DPR</b>	<b>30%</b>
3	<b>Submission of final DPR</b>	<b>50%</b>
	B. <u>Payment Conditions</u>	

Payment shall be made in Indian National Rupees not later than 15 days following submission of invoices in duplicate to the Coordinator designated as given in the subsequent section.

6	<b>Project Administration</b>	<p>A. <u>Coordinator</u></p> <p>The Client designates Mr./ Mrs. <i>[insert name/designation]</i>, as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.</p> <p>B. <u>Records and Accounts</u></p> <p>The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its terms and any extension.</p>
7	<b>Performance Security</b>	<p>Highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.</p>
8	<b>Confidentiality</b>	<p>The Consultant shall not disclose any proprietary or confidential information relating to the Services, this Contract or the Client's operations without the prior written consent of the Client.</p>
9	<b>Ownership of Material</b>	<p>Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.</p>
10	<b>Consultant Not to be Engaged in Certain Activities</b>	<p>The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.</p>
11	<b>Insurances</b>	<p>The Consultant will be responsible for taking out any appropriate insurance coverage.</p>
12	<b>Assignment</b>	<p>The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior writing consent.</p>
13	<b>Law Governing</b>	<p>The Contract shall be governed by the laws of <b>the</b></p>

	<b>Contract and Language</b>	<b>Government of India</b> and the language of the Contract will be <b>English</b> .
<b>14</b>	<b>Dispute Resolution and Arbitration</b>	Any dispute, controversy or claim arising out of or relating to this agreement or breach or termination thereof shall be amicably solved as per the clause mentioned in RFP
<b>15</b>	<b>Force Majeure</b>  <b>15.1 Force Majeure Event</b>	<p>Any of the following event resulting in Material Adverse Effect shall constitute Force Majeure Event:</p> <ul style="list-style-type: none"> <li>a. Earthquake, flood, inundation, landslide;</li> <li>b. Storm, tempest, hurricane, cyclone, lighting, thunder or other extreme atmospheric disturbances;</li> <li>c. Fire caused by reasons not attributable to the Consultant;</li> <li>d. Acts of terrorism; and</li> <li>e. War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war;</li> <li>f. Strikes or boycotts, other than those involving the Consultant, its contractors or their employees, agents, etc.</li> </ul>
	<b>15.2 Notice of Force Majeure Event</b>	<p>As soon as practicable and in any case within 3 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Party which is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event (“the Affected Party”) shall notify the other party of the same, setting out, inter alia, the following in reasonable detail:</p> <ul style="list-style-type: none"> <li>a. The nature and extent of the Force Majeure Event;</li> <li>b. The estimated Force Majeure Period;</li> <li>c. The nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;</li> <li>d. The measures which the Affected Party has taken or proposes to take to alleviate/ mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and</li> </ul>

		<p>e. Any other relevant information concerning the Force Majeure Event, and/ or the rights and obligations of the Parties under this Agreement.</p>
	<p><b>15.3 Performance of Obligations</b></p>	<p>The Affected Party shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:</p> <p>a. Due notice of the Force Majeure Event has been given to the other party as required by the preceding Article 14.2;</p> <p>b. The excuse from performance shall be of no greater scope and no longer duration than is necessitated by the Force Majeure Event;</p> <p>c. There shall be no Termination of this Agreement except as provided in Clause 14.4;</p> <p>d. Where The Consultant is the Affected Party, the various deadlines set forth in this Agreement shall be extended by the period for which such Force Majeure Event shall subsist.</p> <p>e. Where the Consultant is the Affected Party, it must be seen that it has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facilities as a result of the Force Majeure Event and to restore the Project Facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement.</p> <p>f. When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligation hereunder, the non issue of such notice being no excuse for any delay for resuming such performance;</p> <p>g. The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement.</p>
	<p><b>15.4 Termination due to a Force</b></p>	<p>a. If a Force Majeure Event subsists for a period of 180 (one hundred eighty) days or more within a continuous period of 365 (three hundred sixty five) days, either</p>

	<b>Majeure Event</b>	<p>Party may in its sole discretion terminate this Agreement by giving 30 (thirty) days Termination Notice in writing to the other Party without being liable in any manner whatsoever, save as provided in Clause 14.4. (b).</p> <p>b. Upon Termination of this Agreement due to a Force Majeure Event, the Consultant shall be entitled to receive as Termination Payment from <b>the Client</b>, a sum equal to the aggregate fair value as on Termination Date, less any amount due from the Consultant to <b>the Client</b> and net of insurance proceeds, if any, as determined by an independent firm of chartered accounts/ valuers mutually agreed upon and appointed by the Parties for the purpose.</p>
<b>16</b>	<b>Termination</b>	<b>The Client</b> reserves the rights to terminate the project at any intermediate stage. In case of early termination for whatever reasons, the Consultant shall be paid only up to the stage completed. <b>The Client's</b> authority in this regard shall be binding on the Consultant.
<b>17</b>	<b>Component of Agreement</b>	The tender document, and all the amendment issued for the same, shall be part of this agreement.

**FOR THE CLIENT**

Signed by: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date -----  
-----

Witness:  
Name:  
Title:  
Date:

**FOR THE CONSULTANT**

Signed by: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date -----

Witness:  
Name:  
Title:  
Date:

**BANK GUARANTEE FORMATS****PERFORMANCE BANK GUARANTEE**

THIS BANK GUARANTEE made this (date) ..... by Bank (Bank Name) ..... a scheduled bank with its head office at (address) ..... (hereinafter referred to as the “BANK” ) of the first part IN FAVOUR OF M/s -----, (Clients Name) having its office at ----- (Address of Client) (hereinafter referred to as “-----“ (abbreviated name of Client) which expression shall, unless repugnant to the meaning and context here to, include its affiliates, successors and assigns) of the other part.

“WHEREAS M/s ----- (Clients Name) is in the process of constructing a ----- (type of project) at ----- (address of project site) called “-----“ (abbreviation for project.)

AND WHEREAS under assurance of . ----- (Contractor), they are having the necessary infrastructure and capacity to undertake the execution work of .....for The (abbreviation for the project)the project to the quality and specification as per the tender documents and within the time frame agreed upon to the satisfaction of .....(abbreviated name of the client).....( abbreviated name of the client)have agreed to award the contract to them for execution work of .....to be carried out at the proposed .....(abbreviation for project) project.

WHEREAS M/s ..... (contractor) (hereinafter referred to as “(Contractor)” of ..... (address) have been appointed by ----- (abbreviated name of Client) as Contractors for the ..... for the proposed ----- (abbreviation for project) project at ----- (address of site) by virtue of a Purchase Order/Contract /Letter of Intent/Letter of Acceptance dated (.....) and on the terms & conditions set out in the letter dated (.....) (hereinafter collectively referred to as “ the said work contract” which expression shall include any agreed amendments or modifications thereto.)

WHEREAS (CONTRACTOR) has, by its acceptance of ----- (abbreviated name of Client)’s Purchase Order/Contract/Letter of Intent dated (.....) agreed to furnish a Bank Guarantee to ----- (abbreviated name of Client) to ensure timely and satisfactory performance and completion of the work contract.

WHEREAS the BANK has, at the request of the (CONTRACTOR), agreed to grant in favour of ----- (abbreviated name of Client), a guarantee to secure performance by (CONTRACTOR) of its obligations under the said works contact.

**THIS GUARANTEE WITNESSES AS FOLLOWS:**

1. The BANK hereby unconditionally, unequivocally and irrevocably guarantee to ----- (abbreviated name of Client) and agrees and undertakes that if in the sole and unfettered opinion of ----- (abbreviated name of Client), ..... (CONTRACTOR) has failed to perform their obligation under the said works contact and any amendments or modifications thereto, the BANK shall upon demand of ----- (abbreviated name of Client) forthwith pay to ----- (abbreviated

name of Client), without demur, contestation or dispute, without reference to ..... (CONTRACTOR), the amount set forth in certificate by ..... (abbreviated name of Client) as the amount of loss/claim/damage/cost/expense arising or likely to arise out of breach or non fulfillment of the said Works Contract. Any such certificate or demand by ..... (abbreviated name of Client) on the Bank, shall be conclusive as regards the amount due and payable by the BANK to .....(abbreviated name of Client) under this Guarantee, notwithstanding ----- (abbreviated name of Client) under this Guarantee, notwithstanding any dispute between ..... (CONTRACTOR) and ----- (abbreviated name of Client) as to the liability for or quantum of loss/damage/claim /costs/expenses and notwithstanding any notice by .....(CONTRACTOR) to the BANK to withhold or not to pay any amount to .....(abbreviated name of Client) against this Guarantee either before or after invoking of this Bank Guarantee by ..... (abbreviated name of Client).

PROVIDED ALWAYS the total liability of the Bank hereunder shall be limited to Rs.....

2. This Guarantee of the Bank shall be effective immediately from the date hereof and shall be in force for a period of (..... months .....days.....) i.e. till (date.....) unless a claim or demand in writing is served upon the BANK within one month of expiry of the Guarantee i.e. not later than .....(date) this guarantee shall cease to be valid and shall have no force or effect whatsoever, provided , however, if a demand is so served, this Guarantee shall continue in full force and effect (notwithstanding the expiration date) in respect of the amount so demanded until the obligation of the BANK in respect mentioned is fulfilled.
3. This guarantee shall not in any way be affected by the change in the constitution of the Guarantee Provider or of guarantor bank nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the Purchaser or otherwise but shall ensure for and be available to and enforceable by the absorbing amalgamated or reconstructed Company of the Purchaser. However, either party may notify to the other in writing any change in for service of notice upon it. The notices shall be served personally against acknowledgement or by Registered Post/Fax.
4. This Guarantee shall not be affected by any change in the constitution of the BANK or of ..... (CONTRACTOR) or of ..... (abbreviated name of Client).
5. This Guarantee shall be governed by the applicable laws of India.
6. The expression "THE BANK" and the ".....(CONTRACTOR)" hereinbefore used shall include their respective successors and permitted assigns.
7. The person signing this Letter of Guarantee has full power to execute the same and that execution hereof by such person creates a legally binding obligation on our Bank.

IN WITNESS WHEREOF ..... FOR AND ON BEHALF OF THE BANK HAS SIGNED THIS GUARANTEE ON THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

( )  
WITNESS  
1

( )  
WITNESS  
2.