

**UTTARAKHAND PROJECT DEVELOPMENT AND CONSTRUCTION CORPORATION
LIMITED**

REQUEST FOR PROPOSAL (RFP)

**SELECTION OF OWNER'S ENGINEER & PROJECT MANAGEMENT CONSULTANT
FOR**

**OWNER'S ENGINEER & PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR
DAM CONTRACT OF JAMRANI DAM MULTIPURPOSE PROJECT OVER GOLA RIVER AT
JAMRANI VILLAGE IN DISTT NAINITAL OF UTTARAKHAND STATE.**

(December, 2022)

**(This RFP document is meant for exclusive purpose of submitting the proposals
and shall not be transferred, reproduced or otherwise used for purposes other
than that for which it is specifically issued)**

Mode of Selection: Quality cum Cost based Selection (QCBS)

Deputy General Manager-III
Project Implementation Unit Jamrani,
Jamrani Irrigation Colony, Damuadhunga,
Haldwani – 263126

Office of Deputy General Manager-III

PIU Jamrani

Add: Jamrani Irrigation Colony, Damuadunga, Panchakki Road, Haldwani, District Nainital-263139

Letter No: 233/DGM-III/PIUJ/PMC/

Dated: 21.12.2022

Request for Proposal

RFP No: 02/DGM-III/PIUJ/PMC/2022-23

Office of the Deputy General Manager (Civil), Jamrani Dam Project, PIU Jamrani, UPDCC , Haldwani (Nainital), invites RFPs for **Selection of Owner's Engineer and Project Management Consultancy (OE&PMC) services for Dam Contract** from interested parties. The RFP documents and TOR (Terms of Reference) can be downloaded from the website <https://www.jamranidam.com> and can be requested by email (piujamrani@gmail.com) from 22-12-2022 onwards. Last Date of Bid Submission is 14:00 IST on 12.01.2023

-sd-

Deputy General Manager(Civil)

BID DATASHEET

1	Name of the Consultancy assignment	Selection of Owner's Engineer & Project Management Consultant for Owner's Engineer & Project Management Consultancy (OE&PMC) Services for Dam Contract of Jamrani Dam Multipurpose Project over Gola river at Jamrani village in Distt Nainital of Uttarakhand State.
2	Pre Bid Conference	11:00 hrs on 29-12-2022
3	Last date of receipt of queries (by email only).	1700 hrs. IST on 28-12-2022
4	Last date & time for submission of Proposal (Proposal Due Date) (PDD)	14:00 hrs. IST on 12-01-2023
5	Date & time for opening of Part I Technical Proposal	11:00 hrs. IST on 13-01-2023 In the Office of Deputy General Manager, Project Implementation Unit Jamrani, Jamrani Irrigation Colony, Damuwadhunga, Haldwani- 263139
6	Date and Time of opening of Part II- Financial Proposal	Will be intimated to technically qualified bidder(s) by email.
7	Proposal Processing Fee (Non-Refundable)	Rs. 5,900/- (Rupees Five thousand Nine hundred only) in the form of two separate Demand Drafts of Rs 5000.00 & Rs 900.00 only issued by one of the Nationalized/ Scheduled Banks in India in favor of UPDCC Ltd, PIU Jamrani, payable at Haldwani.
8	Bid Security (Refundable)	Rs. 75,00,000/- (Rupees Seventy Five Lacs Only) in the form of a FDR or Bank Guarantee issued by one of the Nationalized/ Scheduled Banks in India in favor of the UPDCC Ltd, PIU Jamrani, payable at Haldwani. The Bid Security shall remain valid up to 120 (One hundred twenty) days from the PDD.
9	Validity of Proposal	The Proposal shall be valid for 120 days from the PDD.

Acknowledgement:

This document shall be returned duly signed on each page by the authorized person accepting the terms and conditions. It is expressly understood that the party has subscribed to this document with an express understanding that it will use this document only for the sole purpose of participating in the process for the **Selection of Technical Consultant for Owner's Engineer & Project Management Consultancy (OE&PMC) Services for Dam Contract of Jamrani Dam Multipurpose Project over Gola river at Jamrani village in Distt Nainital of Uttarakhand State** and must not be used for any other purpose. This document must not be passed to any third party except for professional advisers assisting with this proposal submission. The document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written or oral form without written permission from the Issuing Authority.

Deputy General Manager-III
Project Implementation Unit Jamrani,
Jamrani Irrigation Colony, Damuwadhunga,
Haldwani – 263126

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1. INTRODUCTION

1.1. Background

- 1.1.1. In the age of climatic change Government of Uttarakhand is committed to mitigate its effect by adopting a strategy to give priority to water harvesting / water storage structures to counter the water scarcity issues and cater the growing demand of water for drinking, irrigation, industrial and other purposes.

Uttarakhand Irrigation Department has planned to utilize the water resources of Gola River by constructing a 150.60 m high dam on river Gola, upstream of existing Gola barrage, located about 10 Km upstream of Kathgodam in Nainital district of Uttarakhand. The project will result in providing irrigation benefits to additional 57065 Ha of command area located in Uttarakhand and UP over 238237 ha being irrigated at present. Apart from this the dam is to augment the drinking water needs for the ever increasing population of Haldwani which faces acute water crisis during summer months. In addition, a small hydropower unit for generating 14 MW power is also being included in the project.

- 1.1.2. After examination by concerned ministries and departments at State and Central Govt level the project has obtained most mandatory statutory clearances required for execution of such a large multipurpose project. In the month of June 2022 project has also been accorded investment clearance by MoJS, GoI. The proposal for funding inclusion of the project under PMKSY-AIBP has also been recommended for appraisal by PIB, GoI and subsequent approval under PMKSY-AIBP by Cabinet Committee on Economic Affairs, GoI in 04th Screening Committee meeting of DoWR, MoJS, GoI held in Oct 2022. The project is thus expected to receive funding shortly.
- 1.1.3. The construction of proposed Jamrani dam and all allied activities have been entrusted to a project implementation unit framed under Uttarakhand Project Development and Construction Corporation Ltd (a wholly govt owned entity under the control of Uttarakhand Irrigation Department) and called the Project Implementation Unit Jamrani, herein after called PIUJ (the “**AUTHORITY**”).
- 1.1.4. In pursuance of the above, THE AUTHORITY has decided to carry out the process for selection of Project Management Consultant **based on Quality cum Cost Based Selection (QCBS)**. The QCBS method is adopted and adequate weightage is given to the required level of expertise from the applicants. The combined score for technical and financial bid shall be of 200 marks. The weightage given to technical and financial scores will be in the ratio of **80:20**. The applicant scoring the highest combined score as per the evaluation process detailed in Clause 3.20 will be selected for award of contract as per the RFP.

Accordingly, the Authority invites proposals to select **Owner’s Engineer & Project Management Consultant (the “Consultant”) for Owner’s Engineer & Project Management Consultancy (OE&PMC) Services for Dam Contract of Jamrani Dam MultipurposeProject over Gola river at Jamrani village in Distt Nainital of Uttarakhand State.**

1.2. Request for Proposals

THE AUTHORITY invites proposals for the assignment from competent firms in the form of sealed envelopes containing Technical & Financial Proposals (the “**Proposals**”) for the selection of the Project Management Consultant (the “**Consultant**”).

THE AUTHORITY intends to select the Consultant through QCBS in accordance with the procedure set out herein. The Consultant is expected to undertake the assignment in accordance with the Terms of Reference

specified at Schedule-1 (the “TOR”) (collectively the “Consultancy”)

1.3. Due diligence by applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by sending queries to THE AUTHORITY (by email only).

1.4. Release of RFP Document

The RFP document will be made available by E-mail when asked for by interested consultants/firms by THE AUTHORITY between 22.12.2022 to 12.01.2023. The RFP can also be downloaded from the website of Jamrani Dam Multipurpose Project <https://www.jamranidam.com>.

1.4.1. Proposal Processing Fee

The Applicant shall furnish, as a part of each Proposal, a non-refundable proposal processing fee (the “Proposal Processing Fee”) of Rs. 5,900/- (Rupees Five Thousand Nine Hundred Only) in the form of two separate Demand Drafts of Rs 5000.00 and Rs 900.00 respectively issued by any of the Nationalized/ Scheduled Banks in India in favour of the UPDCC Ltd, PIU Jamrani, payable at Haldwani. Proposals not accompanied by the above fees shall be summarily rejected.

1.5. Validity of the Proposal

The Proposal shall be valid for a period of not less than **120 (One Hundred and Twenty)** days from the Proposal Due Date (the “PDD”).

1.6. Brief description of the Selection Process

THE AUTHORITY has adopted a two stage selection process (collectively the “Selection Process”) in evaluating the proposal comprising technical and financial Proposals to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 4.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 4.3. In the second stage, a financial evaluation will be carried out as specified in Clause 4.4. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 4.5. The first ranked Applicant(s) will be invited for negotiations (the “Selected Applicant”) while the second ranked Applicant will be kept in “Reserve”.

1.7. Schedule of Selection Process

THE AUTHORITY would endeavour to adhere to the following schedule:

Event Description	Date & Timings
Date of issue of RFP	21 -12-2022
Submission Start Date	22-12-2022 onwards
Submission End Date (Proposal Due Date)	14:00 hrs. IST on 12-01-2023
Opening of Technical Proposals	1100 hrs. IST on 13-01-2023
Opening of Financial Proposal	To be declared later

Letter of Award (LOA)	Within 14 days of selection of the successful bidder(s)
Acknowledgement of LOA	Within 07 days of issuance of LOA
Signing of Agreement	Within 15 days of issuance of LOA
Validity of Proposals	120 days from PDD

1.8. Pre-Bid Conference

- 1.8.1. An online pre bid meeting shall be organized hybrid (both online and offline) at office of Deputy General Manager, PIU Jamrani Haldwani on 29/12/2022 from 1100 Hrs.

1.9. Communication

- 1.9.1. Submission of Proposal(s) in hard copy in response to this RFP through registered post/speed post/ courier or hand delivered, shall be addressed to:

The Deputy General Manager,
Project Implementation Unit
Jamrani, Jamrani Irrigation Colony,
Damuadhunga, Haldwani-263126
Email: piujamrani@gmail.com

The Consultants are advised in their own interest to ensure that completed Proposal(s) reaches the office of Authority at the address mentioned well before the date stipulated in the document. Proposals submitted through Speed post/ Registered Post / Courier / Hand delivered will be accepted. Proposals submitted through Telex / Telegraphic / Fax / Email will not be considered and summarily rejected.

Proposals received after the date and time stipulated in this RFP will not be considered and shall be summarily rejected.

- 1.9.2. The RFP document shall be made available to prospective bidder(s) on their request by email only. The document can also be downloaded from the website of Jamrani Dam Multipurpose Project, <https://www.jamranidam.com>. Any changes with regard to the RFP such as Due Date extensions, clarifications, amendments, addenda, corrigenda, etc., in respect of this notification will only be published on the above website.
- 1.9.3. All communications, including the envelopes, shall contain the following text, to be marked at the top in bold letters

RFP Notice No. 02/DGM-III/PIUJ/PMC/2022-23 Dt: 21-12-2022

SELECTION OF OWNER'S ENGINEER & PROJECT MANAGEMENT CONSULTANT FOR OWNER'S ENGINEER & PROJECT MANAGEMENT CONSULTANCY (OE&PMC) SERVICES FOR CONTRACT OF JAMRANI DAM MULTIPURPOSE PROJECT OVER GOLA RIVER AT JAMRANI VILLAGE IN DISTT NAINITAL OF UTTARAKHAND STATE.

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1. Scope of Proposal

2.1.1. Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process in response to this invitation (**the “Applicant”**). The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by THE AUTHORITY through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that THE AUTHORITY's decisions are without any right of appeal whatsoever.

The Applicant shall submit its Proposal(s) in the form and manner specified in this Clause 1.2 of the RFP. The Technical proposal shall be submitted in the form(s) at Appendix-I and the Financial Proposal shall be submitted in the form(s) at Appendix-II. Upon selection, the Applicant(s) shall enter into an agreement with THE AUTHORITY in the form specified in Schedule-2.

2.1.3. Key Personnel

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

S.No	Key Personnel	Experiences	Responsibilities
1	Water Resources Expert – cum - Team leader(the “Team Leader”) (Post Graduate in water resources or allied domain)	>20 years Should have led the team for in planning, design and contract management, of large water resources projects	Shall lead, co-ordinate and supervise the multidisciplinary team for Owner's Engineering and planning of high dam.
2	Dam Design Engineer (Civil Engineer with post graduation in water resources / allied field) Or (B.Tech. in Civil Engineering and specific experience in dam design)	>20 years for M. Tech. And >25 years for B. Tech. Experience of planning & designing of dams and water resources structures.	Shall assist the team leader and also coordinate between the “Authority” and the team.

3	Geo Technical Expert/ Geologist (Doctorate/ Post Graduate in geology)	>20 years Should have experience in Geotechnical / Himalayan geology for dams/ barrages.	Shall be responsible for addressing geological aspects and geotechnical parameters used by Contractor in dam designs and make recommendations to the Authority accordingly.
4	Hydro Mechanical Expert (Graduate in Mechanical Engineering and Post Graduate in Water resources/ Hydraulics or related field)	>20 years Experience of designing hydro mechanical components of hydropower Projects.	Shall be responsible towards designs and construction aspects of all hydromechanical equipment.
5	Team Leader for Field Management and Supervision {Post Graduate/ B.Tech.(Civil) with post graduation in the related field.}	>20 years Experience in PMC/ Construction of water resources projects.	Shall be responsible for day to day progress of works and execution as per relevant standards. Any non-conformity on part of Contractor in complying to progress and standards of works shall be duly reported to the Authority.

3. BID ELIGIBILITY

3.1. Conditions of Eligibility of Applicants

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

3.1.2. To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

(A) **Technical Capacity:** The Applicant and preferably its key personnel shall have, over the past fifteen years preceding the PDD, undertaken at least 1 (One) Eligible Assignments as specified in Clause 4.2.

(B) **Bid Capacity:** Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for consultancy work is equal to or more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid capacity} = (A * N * M - B)$$

Where,

A = Maximum value of consultancy works executed in any one year during the last five years (updated to the price level of the last year at the rate of 10 percent a year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).

M = 2.5

B = Value, at the current price level, of existing commitments and on-going consultancy works to be completed during the period of completion of the works for which bids are invited.

Note: The statements showing the value of existing commitments and on-going consultancy works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the concerned Engineer in charge, not below the rank of an Executive Engineer or equivalent.

(C) **Financial Turnover:** The Applicant shall have received an average annual income of Rs.500.00 lacs (Rupees Five Hundred Lakhs) from professional fees during any of the 3 (three) financial years preceding the Proposal Due Date. For the avoidance of doubt, professional fee hereunder refers to fee received by the Applicant for providing advisory or consultancy services to their clients in water resources sector. The amount put to bid will be indexed at the rate of 10% per year.

(D) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in sub-clause 2.1.3. The Water Resources Expert cum Team Leader shall be permanent employee of the Applicant.

(E) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel as specified in Clause

2.1.3 must fulfil the Conditions of Eligibility. Even one of the Key Personnel not meeting the Eligibility will result in the Proposal being disqualified or marked lower.

(F) **Conditions of Eligibility for Firms:** All Applicants shall have a registered office in India. For proof of registration the Applicant needs to necessarily submit a photocopy of the Certificate of Registration and a photocopy of the PAN card issued to them by Income Tax Department, Government of India. Firms can submit the proposal in Association/ Consortium/ Joint Venture, provided that the total numbers of firms in an Association is not more than two. In such cases, a firm can not be in association with more than one firm for being eligible for this bidding. In case of Association/ Consortium/ Joint Venture with

other firms, the firms should meet the eligibility qualification jointly. In the eventuality of selection of such Association/ Consortium/ Joint Venture bidder, they have to nominate one of the firm as a lead firm for operation of the contract, before signing the Contract Agreement.

- 3.1.3. The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors¹ stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD as per formatat Form-5 of Appendix-I. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 3.1.4. The Applicant shall enclose with its Proposal, a Proposal Processing Fee as specified in the Data Sheet and Clause 1.4.1
- 3.1.5. The Applicant shall enclose with its Proposal, a Bid Security as specified in the Data Sheet.
- 3.1.6. The Applicant shall submit a Power of Attorney as per the format provided at Form-4 of Appendix-I, however, such Power of Attorney would not be required if the Application/ Proposal is signed by an authorized partner of the Applicant, in case the Applicant is a Partnership firm or limited liability partnership and if the Proposal is signed by the Director in case of Private Limited Company and Limited Company.
- 3.1.7. Any entity which has been barred by the Central Government/ any State Government/ a statutory authority / a public sector undertaking of India, as the case may be, from participating in any project and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 3.1.8. An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 3.1.9. While submitting a Proposal, the Applicant shall attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

¹ No separate annual financial statements should be submitted.

3.2. Conflict of Interest

- 3.2.1. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the **"Conflict of Interest"**). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, THE AUTHORITY shall forfeit the Bid Security, without prejudice to any other right or remedy that may be available to THE AUTHORITY hereunder or otherwise.
- 3.2.2. The Consultant shall provide professional, objective, and impartial advice and at all times holds THE AUTHORITY's interests paramount, avoids conflicts with other assignments or its own interests, and acts without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of THE AUTHORITY.
- 3.2.3. An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project to any agency other than the UPDCC/ Irrigation Department Uttarakhand and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for THE AUTHORITY in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for THE AUTHORITY in accordance with the rules of THE AUTHORITY. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.3. Number of Proposals

No Applicant shall submit more than one Proposal for the Consultancy. An Applicant shall not be entitled to submit another application.

3.4. Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiations, visits to THE AUTHORITY, if any etc. THE AUTHORITY will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

3.5. Site visit and verification of information

To obtain first-hand information on the Consultancy assignment, if need be, the Consultant(s) may make site visits of locations, visit to the office of Authority before submitting the Proposal. Please note that the expenditure incurred towards cost of preparing the proposal and negotiating the contract, including the site visits, are not reimbursable.

3.6. Acknowledgement by Applicant

3.6.1. It shall be deemed that by submitting the Proposal, the Applicant has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from THE AUTHORITY;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the

RFP or furnished by or on behalf of THE AUTHORITY

- d) satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

3.7. Right to reject any or all Proposals

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

3.7.2. THE AUTHORITY reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or discovered, or
- b) the Applicant does not provide, within the time specified by THE AUTHORITY, the supplementary information sought by THE AUTHORITY for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking applicant gets disqualified/rejected, then THE AUTHORITY reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of THE AUTHORITY, including annulment of the Selection Process.

B. DOCUMENTS

3.8. Contents of the RFP

3.8.1. This RFP comprises the contents as listed below and will additionally include any Addendum /Amendment issued in accordance with Clause 3.10:

Request for Proposal

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Pre-Proposal Conference
6. Miscellaneous

Schedules

Schedule - 1. Terms of Reference

Schedule - 2. Form of Agreement

Annexure - 1. Terms of Reference

Annexure - 2. Deployment of Key Personnel

Annexure - 3. Cost of Services

Annexure - 4. Payment Schedule

Annexure - 5. Bank Guarantee for Performance Security

Schedule - 3. Guidance Note on Conflict of Interest**Appendices:****Appendix-I Technical Proposal**

Form 1: Letter of Proposal
Form 2: Particulars of the Applicant/ Associate
Form 3: Statement of Legal Capacity
Form 3A: Letter of Association (if applicable)
Form 4: Power of Attorney (if applicable)
Form 5: Financial Capacity of Applicant/Associate
Form 6: Particulars of Key Personnel
Form 7: Proposed Methodology and Work Plan
Form 8: Abstract of Eligible Assignments of Applicant/Associate
Form 10: Eligible Assignments of Applicant/ Associate
Form 11: CV of Key Personnel

Appendix-II Financial Proposal

Form 1: Covering Letter
Form 2: Financial Proposal

Appendix-III

Comments and Suggestions on the Terms of Reference, Counterpart Staff, and facilities to be provided by THE AUTHORITY

3.9. Clarifications

- 3.9.1. Applicants requiring any clarification on the RFP may send their queries by email (piujamrani@gmail.com) with a Subject **line – Queries concerning RFP - Selection of Owner's Engineer & Project Management Consultant for Owner's Engineer & Project Management Consultancy Services for Dam Contract of Jamrani Dam Multipurpose Project over Gola river at Jamrani village in Distt Nainital of Uttarakhand;** before the time and date mentioned in the Schedule of Selection Process at table in Clause 1.7.
- 3.9.2. THE AUTHORITY reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 3.9 shall be construed as obliging THE AUTHORITY to respond to any question or to provide any clarification.

3.10. Amendment of RFP

- 3.10.1. At any time prior to the deadline for submission of Proposal, THE AUTHORITY may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and the same shall be done by uploading any addendum/amendment on the website of <https://www.jamranidam.com>
- 3.10.2. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, THE AUTHORITY may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL**3.11. Language**

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

in English shall prevail.

3.12. Format and signing of Proposal

- 3.12.1. The Applicant shall provide all the information sought under this RFP. THE AUTHORITY would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 3.12.2. The Applicant shall prepare one original set of each Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (One) copy of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copy, the original shall prevail. Additionally, a soft copy in MS Word and PDF format of the Technical Proposal shall be submitted in a CD/DVD/Pen drive. In case of any discrepancy between the soft copy and hard copy, the hard copy shall prevail.
- 3.12.3. The Proposal and its copy shall be hard bound/spiraled documents and the Covering Letters of the Proposal shall be signed by the authorized signatory of the Applicant. All pages of the original Technical Proposal and Financial Proposal shall be numbered and initialed by the person signing the Proposal. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:
- a) by the proprietor, in case of a proprietary firm; or
 - b) by an authorized partner, in case of a partnership firm and/or a limited liability partnership; or
 - c) by a Director in case of Private Limited Company; or
 - d) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation. A copy of the Power of Attorney certified under the hands of an authorised partner or director of the Applicant and notarized by a notary public in the form specified in Appendix-I (Form-4) or a Board Resolution authorizing the Signatory shall accompany the Proposal.
- 3.12.4. Applicants shall note the Proposal Due Date, as specified in Clause 1.7, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by THE AUTHORITY, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, THE AUTHORITY reserves the right to seek clarifications.

3.13. Technical Proposal

- 3.13.1. Applicants shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal").
- 3.13.2. While submitting the Technical Proposal, the Applicant shall, in particular, ensure that it contains:
- a) Registration certificate of the firm
 - b) A copy of Applicant's PAN card
 - c) Proposal Processing Fee as specified in Clause 1.4.1
 - d) Bid Security
 - e) A non-judicial stamp paper of value Rs 100 affixed with revenue stamp of Rs 1.00 duly signed for certifying correctness of information provided by the bidder.
 - f) All forms in the prescribed format and signed by the prescribed signatories;
 - g) Power of Attorney is executed as per Applicable Laws if applicable or Board Resolution,
 - h) CVs of all Key Personnel have been included; Key Personnel have been proposed only if they meet the Conditions of Eligibility of the RFP; No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
 - i) The CVs have been recently signed and dated by the respective Key Personnel and countersigned by

the Applicant. The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;

- j) Key Personnel proposed have good working knowledge of English language;
- k) Key Personnel proposed would be available for the period indicated in the TOR;
- l) The proposal is responsive.

3.13.3. Failure to comply with the requirements spelt out in Clause 3.13.2 shall make the Proposal liable to be rejected.

3.13.4. If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of THE AUTHORITY for a period of 2 (two) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

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

3.13.6. The proposed team shall be composed of Key Personnel specified in 2.1.3.

3.13.7. THE AUTHORITY reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by THE AUTHORITY to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of THE AUTHORITY thereunder.

3.13.8. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith, if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by THE AUTHORITY without THE AUTHORITY being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, THE AUTHORITY shall forfeit the Bid Security for inter alia, time, cost and effort of THE AUTHORITY.

3.14. Financial Proposal

3.14.1. Applicants shall submit separate financial proposal in the formats at Appendix-II (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy (Form-2 of Appendix-II) in both figures and words, only in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

3.14.2. While submitting the Financial Proposal, the Applicant shall ensure the following:

- i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, air fare, equipment, printing of documents, etc., The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all expenses and tax liabilities as per Applicable Laws. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under

different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

iii. Costs shall be expressed in **INR** only.

iv. The rates quoted in the Financial Proposal shall be firm throughout the period of performance of the assignment up to and including acceptance of the Final Deliverable by THE AUTHORITY and discharge of all obligations of the Consultant under the Agreement.

3.15. Submission of Proposal

3.15.1. Each Proposal shall be in hard copy form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of the RFP. Soft copies of the Technical Proposal in MS Word or PDF formats shall also be submitted in a CD/DVD/Pen Drive.

3.15.2. The Proposal shall be sealed in an envelope which shall bear the address of THE AUTHORITY, RFP Notice number, Consultancy name as indicated at Clause 1.9, and the name and address of the Applicant. The envelope shall bear on top, the following text:

“Do not open, except in presence of the Authorized Person of THE AUTHORITY”

If the envelope is not sealed and marked as instructed above, THE AUTHORITY assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

3.15.3. The Proposal envelope shall contain two separate sealed envelopes; one clearly marked **‘Technical Proposal’** and the other clearly marked **‘Financial Proposal’**. The envelope marked “Technical Proposal” shall contain:

- (i) Registration certificate of the firm
- (ii) Copy of PAN Card
- (iii) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 12 of Appendix-I and supporting documents; and
- (iv) Proposal Processing Fee
- (v) Bid Security
- (vi) Non-judicial Stamp paper of value Rs 100.00
- (vii) Original and 1 Copy of the Technical Proposal
- (viii) CD/DVD/Pen Drive containing soft copy of the Technical Proposal in MS Word or PDF formats

The envelope marked “Financial Proposal” shall contain the financial proposal in the prescribed format (Forms 1 & 2 of Appendix-II).

3.15.4. The Technical Proposal and Financial Proposal shall be printed and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person signing the Proposal.

3.15.5. The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

3.15.6. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant shall be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

- 3.15.7. The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the Feasibility Report by THE AUTHORITY and discharge of all obligations of the Consultant under the Agreement.

3.16. Proposal Due Date

- 3.16.1. Proposal shall be submitted on or before the specified time on Proposal Due Date specified at Clause 1.7 at the address provided in Clause 1.9 in the manner and form as detailed in this RFP.
- 3.16.2. In case, the Proposal Due Date is an unscheduled holiday, the Proposal has to be submitted latest by the next working day. The time and venue of submission will remain unchanged. A receipt thereof should be obtained from the person specified therein.
- 3.16.3. THE AUTHORITY may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 3.10 uniformly for all Applicants. It will be communicated by uploading on the website of THE AUTHORITY <https://www.jamranidam.com>.

3.17. Late Proposals

Proposals received by THE AUTHORITY after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

3.18. Modification/ substitution/ withdrawal of Proposals

- 3.18.1. The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by THE AUTHORITY prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant after the Proposal Due Date specified at Clause 1.7.
- 3.18.2. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with RFP Clause with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 3.18.3. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by THE AUTHORITY, shall be disregarded.

3.19. Bid Security

- 3.19.1. The Applicant shall furnish as part of Proposal, a Bid Security of Rs. 75,00,000 (Rupees Seventy Five Lacs Only) in the form of a FDR or Bank Guarantee (Format as per Appendix I, form 13) issued by one of the Nationalized/ Scheduled Banks in India in favour of the UPDCC Ltd, PIU Jamrani payable at Haldwani (the "Bid Security"), returnable not later than 90 (Ninety) days from PDD except in case of the two highest ranked Applicants. In the event that the first ranked Applicant commences the assignment, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (One hundred twenty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement for the Consultancy in accordance with the provisions thereof.
- 3.19.2. Any Bid not accompanied by the Bid Security shall be rejected by THE AUTHORITY as non-responsive.
- 3.19.3. THE AUTHORITY shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 3.19.4. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have

acknowledged that without prejudice to THE AUTHORITY's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited for inter alia, the time, cost and effort of THE AUTHORITY in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (b) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations;
- (c) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment respectively; or
- (d) If the Applicant is found to have a Conflict of Interest.

D. EVALUATION PROCESS

3.20. Evaluation of Proposals

3.20.1. THE AUTHORITY shall open the Proposals, at the time and place specified in Clause 1.7 of invitation for proposal and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

3.20.2. Proposals for which a notice of withdrawal has been submitted shall not be opened.

3.20.3. Prior to evaluation of Proposals, THE AUTHORITY will determine whether each Proposal is responsive to the requirements of the RFP. THE AUTHORITY may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- a) the Technical Proposal is received in the forms specified at Appendix-I;
- b) it is received by the Proposal Due Date including any extension thereof;
- c) it is accompanied by the Bid Security.
- d) It is accompanied by a non-judicial stamp paper of value Rs 100 for certifying correctness of contents of bid submitted by the bidder.
- e) it is accompanied by the Proposal Processing Fee
- f) it is signed, sealed, bound together in hard cover and marked as stipulated;
- g) it is accompanied by the Power of Attorney or Board Resolution (as applicable);
- h) it does not contain any condition or qualification;
- i) it contains all the information (complete in all respects) as requested in the RFP; and
- j) it is not non-responsive in terms hereof.

- 3.20.4. THE AUTHORITY reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by THE AUTHORITY in respect of such Proposals.
- 3.20.5. A Technical Committee will be appointed by THE AUTHORITY. The Technical Committee will approve the evaluation report prepared after evaluation of the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub- criteria and in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 3.20.6. After the technical evaluation is completed, THE AUTHORITY will notify (by email) those Consultants whose Proposals received qualifying mark or were considered for financial evaluation. The Financial Proposal of non-responsive proposal or those not meeting the technical evaluation criteria will be returned unopened after completing the selection process. THE AUTHORITY, by email, will notify the Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional. After the Technical Evaluation, THE AUTHORITY shall prepare a list of Consultants in terms of Clause 4.3 for opening of their Financial Proposals. THE AUTHORITY will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 4.4 and 4.5.
- 3.20.7. Applicants are advised that Selection will be entirely at the discretion of THE AUTHORITY. Applicants shall be deemed to have understood and agreed that THE AUTHORITY shall not be required to provide any explanation or justification in respect of any aspect of Selection Process or Selection.
- 3.20.8. Any information contained in the Proposal shall not in any way be construed as binding on THE AUTHORITY, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.
- 3.20.9. Aside of the conditions that are specified in the RFP, THE AUTHORITY would consider as part of evaluation and selection of the bidder, quality of the services offered by the bidder, the ability to deliver the services as per specifications (ToR), past experience of the bidder, the time which will be taken to deliver the services and also the follow up actions that may be required by THE AUTHORITY.

3.21. Confidentiality

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

3.22. Clarifications

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

- 3.22.1. If an Applicant does not provide clarifications sought under Clause 3.22 above within the specified time and manner, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, THE AUTHORITY

may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Author.

E. APPOINTMENT OF CONSULTANT

3.23. Negotiations

3.23.1. The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re- confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, THE AUTHORITY reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

3.23.2. THE AUTHORITY will examine the CVs of all qualified Key Personnel and those not found suitable shall have to be replaced by the Applicant to the satisfaction of THE AUTHORITY.

3.24. Substitution of Key Personnel

3.24.1. Substitution of the Team Leader will not normally be considered.

3.24.2. Substitution of any Key Personnel, can be carried out only with the approval of the THE AUTHORITY.

3.25. Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify THE AUTHORITY for an amount not exceeding 10% of the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

3.26. Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by THE AUTHORITY to the Selected Applicant and the Selected Applicant shall, within 7 (Seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the selected Applicant is not received by the stipulated date, THE AUTHORITY may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Applicant on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

3.27. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within a period of 15 (fifteen) days. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

3.28. Commencement of assignment

The Consultant shall commence the Services within 2 (Two) weeks of the signing of the Agreement, or such other date as may be mutually agreed duly intimating the same to THE AUTHORITY. If the Consultant fails to either sign the Agreement or commence the assignment as specified herein, THE AUTHORITY may invite the next highest ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited.

3.29. Proprietary data

Subject to the provisions of this RFP, all documents and other information provided by THE AUTHORITY or submitted by an Applicant to THE AUTHORITY shall remain or become the property of THE AUTHORITY. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. THE AUTHORITY will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to THE AUTHORITY in relation to the Consultancy shall be the property of THE AUTHORITY.

4. CRITERIA FOR EVALUATION

4.1. Evaluation of Technical Proposals

4.1.1. The Technical Proposal will be evaluated on the basis of Applicant's Key Personnel criterion and experience. The total proposal shall be 200 marks of which 100 shall be assigned to Technical bid. A minimum technical score of 70 marks is essential for being eligible for financial evaluation of proposals.

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

Item Code	Parameter	Max. Marks	Criteria
1	Technical Score (S_T) for Key personnel's Qualification, experience, work methodology and specific experience	100	As specified in 3.1.2 (D) and 4.1.2
2	Financial Score $-(S_F)$	100	Lowest bidder to receive a score of 100 and rest of the bidders in accordance to formula below $S_F = 100 \times (F_M / F)$
	Grand Total	200	

Relevant Qualification & Experience of the Key Personnel – break up of 100 marks`

Particulars	Score
A. Key Personnel	50
Water Resources Expert cum Team Leader	10
Dam Design Engineer	10
Geotechnical Engineer/Geologist	10
Hydro Mechanical Expert	10
Team Leader for Field Management and Supervision	10
B. Experience of the firm in specialized studies related to Dam Foundation like 3D Geotechnical Modelling, Dam Seismic Aspects like Fault Displacement Studies/Seismic hazards, Dam Structural/Dynamic Analysis in equal weightage	15
C. Work Methodology	20
D. Specific Experience as a Project Management Consultant as lead firm for minimum 70 m high concrete Dam as per Cl 4.2	15

Sub Criteria for Marking of CVs of Key Personal in accordance with educational and experience criteria laid down in Table at Clause 2.1.3

Sl.No.	Position	Qualification	Marks	General Experience	Marks	Relevant Experience	Total Marks
1	Water Resources Expert cum Team Leader	M.Tech.	2	> 20 years	3	4	10
				> 25 Years	4		
2	Dam Design Engineer	B.Tech. (>25 yrs experience)	2	> 25 years	3	4	10
				>30 Years	4		
		M.Tech. (>20 yrs experience)	2	> 20 years	3		
				> 25 Years	4		
3	Geotechnical Engineer/Geologist	Post Graduation	1	> 20 years	3	4	10
		Ph.D.	2	> 25 years	4		
4	Hydro Mechanical expert	M.Tech.	2	> 20 years	3	4	10
				> 25years	4		
5	Team Leader for Field Management	B.Tech.	1	> 20 years	3	4	10
		M.Tech.	2	> 25 years	4		

4.2. Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, the following shall be considered –

Consultancy firm shall have carried out at least one consultancy assignment as lead firm either as Tender Stage detailed engineering designs & drawings or Project management consultancy having work mandate similar to as specified in Schedule I (TOR) of RFP for a concrete gravity dam of height above 70 m for a Government/PSU client in India, Nepal and Bhutan.

4.3. Short-listing of Applicants

All the applicants ranked as aforesaid, shall be short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, THE AUTHORITY may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 70% marks even if such Applicant(s) do(es) not qualify in terms of Clause 4.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

4.4. Evaluation of Financial Proposal

- 4.4.1. In the second stage, the financial evaluation will be carried out as per this Clause 4.4. Each Financial Proposal will be assigned a financial score (S_F).
- 4.4.2. Financial Proposal of only those firms who are technically qualified shall be opened on the date & time specified in the Clause 1.7, in the presence of the representatives of technically qualified Applicants who choose to attend. The Total Cost in the Financial Proposal in Form-2 of Appendix –II (Financial Proposals) will be considered for final evaluation.
- 4.4.3. The Technical Committee appointed by THE AUTHORITY will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 marks. The financial scores of other proposals will be computed as follows

$$S_F = 100 \times (F_M/F)$$

(F_M = amount of Financial Proposal of lowest bidder, F = amount of Financial Proposal of other bidder)

4.5. Combined and final evaluation

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

$$S = 0.8 \times S_T + 0.2 \times S_F$$

Where S is the combined score, Technical Proposal and Financial Proposal shall be of weightage 80 % and 20% respectively.

- 4.5.2. The Selected Applicant will be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve. The second ranked Applicant shall be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 3.26, 3.27 and 3.28, as the case may be.
- 4.5.3. Applicant with top combined score (Refer Clause 4.5) will be considered for award.

5. FRAUD AND CORRUPT PRACTICES

- 5.1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, THE AUTHORITY shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, THE AUTHORITY shall, without prejudice to its any other rights or remedies, forfeit the Bid Security or appropriate the Performance Security, as the case may be, as compensation and damages payable to THE AUTHORITY for, *inter alia*, time, cost and effort of THE AUTHORITY, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- 5.2. Without prejudice to the rights of THE AUTHORITY under Clause 5.1 herein above and the rights and remedies which THE AUTHORITY may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by THE AUTHORITY to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by THE AUTHORITY during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by THE AUTHORITY to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 5.3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of THE AUTHORITY who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of THE AUTHORITY, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of THE AUTHORITY in relation to any matter concerning the Project;
 - (b) "**fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by THE AUTHORITY with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process

6. PRE-PROPOSAL CONFERENCE

- 6.1. A pre bid meeting shall be held by hybrid mode on 29/12/2022 from 11:00 hrs at office of DGM, PIU Jamrani at Haldwani. Interested firms can request the link for online pre bid meeting up to 28/12/2022, 5.00 P.M.

7. MISCELLANEOUS

- 7.1. Consideration of Parent/Group Company credentials shall be made subject to the condition of having undertaken similar assignment as laid down in Clause 4.2. For use of Parent/Group credentials an undertaking from the Parent/Group Company for incurring all liabilities on failure on part of Subsidiary company to fulfil technical & financial requirements with regard to the assignment shall need be submitted. Prescribed forms have been attached as Appendix I, Form 14 and 15
- 7.2. The Selection Process and the Agreement shall be governed by, and construed in accordance with, the laws of India and the Courts of Uttarakhand shall have exclusive jurisdiction in respect of all disputes arising under, pursuant to and/or in connection with the Selection Process and the Agreement.
- 7.3. THE AUTHORITY, in its sole discretion and without incurring any obligation or liability, reserves the right, at anytime, to:
- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Applicant in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to THE AUTHORITY by, on behalf of and/or in relation to any Applicant; and/or
 - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 7.4. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases THE AUTHORITY, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 7.5. All documents and other information supplied by THE AUTHORITY or submitted by an Applicant shall remain or become, as the case may be, the property of THE AUTHORITY. THE AUTHORITY will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 7.6. THE AUTHORITY reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.
- 7.7. The shortlisted firm shall enter an agreement with the department, which shall be governed by Uttarakhand procurement rules 2017 (available on website of UK Govt.), relevant government orders and other relevant clauses included in Form ID 111 & 112 of Uttarakhand Government Department.

SCHEDULES

SCHEDULE-1: TERMS OF REFERENCE (TOR)

(See Clause 1.2)

**SELECTION OF OWNER'S ENGINEER & PROJECT MANAGEMENT CONSULTANT FOR
OWNER'S ENGINEER & PROJECT MANAGEMENTCONSULTANCY (OE&PMC) SERVICES
FOR CONTRACT OF JAMRANI DAM MULTIPURPOSE PROJECT OVER GOLA RIVER AT
JAMRANI VILLAGE IN DISTT NAINITAL OF UTTARAKHAND STATE.**

Terms of Reference (ToR)**1. General****2. Objectives of the Consultancy**

- 2.1** Uttarakhand Irrigation Department is envisaged to construct a 150.6m high gravity Dam across Gola river in Nainital district of Uttarakhand. It is important that throughout the construction period of the dam interests and objectives of the Owner are safeguarded. Under this assignment it is envisaged to engage a Owner's Engineer & Project Management Consultant firm for execution of the Dam Contract. The Consultant has a crucial role to protect the interests of the Owner as they relate to the Jamrani Dam Project. Role of the PMC on one hand is that of a technical advisor to THE AUTHORITY and on the other hand it shall assist THE AUTHORITY in its contractual duties with the Dam Contractor, and other parties. The core mandate of the Consultant is to provide technical, management, and coordination assistance to THE AUTHORITY in respect of Jamrani Dam. The Consultant shall be responsible for reviewing the detailed design and detailed/ construction drawings submitted by the Contractor. The consultant shall advise and provide recommendations to the client in respect of all technical matters, contractual matters, quality assurance, measurement of works, physical progress etc. and on other matters referred to it by the client.

3. Scope of Services

The scope of the assignment for the Consultant includes, but is not limited to:

3.1 Bid Evaluation for Dam Contract :

Support the Client on the evaluation & negotiation of proposals received for the Dam contract- The Consultant will support the Client with proposal evaluation and negotiation. Their work will be limited to reviewing the evaluation of proposals and supporting the Client with contract negotiations. The Consultant's responsibility will include supporting the Client with bid document review, proposal evaluation, and contract negotiation. The nature of work will be limited to providing technical review and inputs on tender documents, reviewing the evaluation done for the proposals, and supporting the Client on contract negotiations.

3.2 Review of Detailed Drawings and Review of Technical Reports/ Designs/Plans/ Methodology submitted by the Dam Contractor:

- 3.2.1** The Consultant shall carry out review of the detailed design and detailed/ construction drawings submitted by the Contractor and suggest any modifications, if any, to be carried out as per the site conditions.
- 3.2.2** The Consultant shall review the detailed design and detailed/ construction drawings submitted by the Contractor for all the components of the Civil and HM works in conformity with the design criteria, work requirement and specifications, applicable codes and manuals, standard engineering practices and

cost effectiveness.

- 3.2.3 Provide Design Review of Contractor's Documents including Technical Reports, Designs, Plans, Methodology, other documents submitted in compliance to the requirement of Contract within the stipulated time period (as defined in the Works Contract Conditions);
- 3.2.4 Check and verify the governing ground levels and data relating to the site and its interface with the plan, methodology, surveys, drawings submitted by the Contractor for implementation and give an expert opinion with regard to reaching a solution, if there are significant variations in these levels and data.
- 3.2.5 Check and evaluate the Contractor's mobilization on site with respect to tools, plants and machinery related to the project construction as per the provisions of the contract and advise the Engineer-in-charge for granting permission to start the work.
- 3.2.6 Coordination and interaction with the Retainer/ Review Consultant, if any engaged by the Authority.

3.3 Quality Assurance:

- 3.3.1 Inspect the equipment / machineries / tools and plants to be provided by the Dam Contractor either at the place of manufacturing and / or the project site for deployment in the works so as to determine their suitability and acceptability on site within the framework of the work specifications and the conditions of the contract.
- 3.3.2 The Consultant will establish a laboratory approved and authorized by competent authority and ensure the testing of construction materials and finished items of work on a daily basis.
- 3.3.3 The consultant will check Dam Contractor's concrete mix design and if found necessary will check the same in established laboratory and ensure that the cement content is optimum for various grade of concrete prescribed under relevant BIS codes. Mix design with abnormally high cement level shall not be recommended to the engineer-in-charge and immediate necessary opinion for rectification shall be given to the engineer-in-charge.
- 3.3.4 The consultant shall also check the quality of form work, placement of concrete, temperature of concrete being poured, adequacy of curing etc.. It will report to the THE AUTHORITY, if there is any shortcoming noticed and suggest the way to ensure the quality.
- 3.3.5 The Consultant shall review and cross check the test reports/ inspection reports submitted by the Dam Contractor.
- 3.3.6 The consultant will witness calibration of testing equipment of Contractor as per standard frequency specified in relevant BIS / specification.
- 3.3.7 The consultant will witness tests carried out at site, OEM & lab for all civil, H&M, T&C etc. as per approved QAP. Also check all the records required to be maintained as per quality assurance program of Dam Contractor periodically. Consultant will review curing arrangement and will ensure profuse

curing be done in accordance with tender specifications.

- 3.3.8 Travelling allowances & accommodation during pre-dispatch inspections, if any shall be borne by the Consultant itself.
- 3.3.9 Consultant will ensure a system for the quality assurance of the works.
- 3.3.10 The system of control of quality of materials and completed works shall also include sampling methods and acceptance criteria. The sampling methods and the acceptance criteria shall be based on contract documents, and the recommendations of the relevant latest IS codes, Authority's quality manual and other relevant documents and international practices.
- 3.3.11 Consultant will take the sample of material for independent test in approved lab (if required) and cost of testing shall be borne by D a m contractor.
- 3.3.12 The consultant shall also furnish the summary of QC test results of all material of construction in each activity of work and O.K. cards as prescribed by THE AUTHORITY and furnish a QC certificate (regarding quality of material, workmanship and performance).
- 3.3.13 The consultant shall supervise the works that are executed by the Contractor's through a team of site engineers and ensure that all the works are executed as per the specifications and in consonance with the quality assurance plan approved by THE AUTHORITY. Any deficiencies and defects in quality shall be reported to THE AUTHORITY with a report on actions to be taken for immediate compliance.
- 3.3.14 The consultant shall check and approve the reinforcement bar bending schedules given by the Contractor as per the designs and drawings approved by THE AUTHORITY and recommend its acceptance. Concreting shall be allowed by the consultant only after the bar bending schedules and the resultant reinforcement placed in the structure is approved.
- 3.3.15 The consultant shall check the test reports provided by the Contractor for the cement / steel / equipment.
- 3.3.16 To facilitate advance planning of inspection in addition to giving Inspection notice, the Contractor shall furnish monthly inspection program indicating schedule dates of inspection at customer hold points and final inspection stages. Updated quarterly inspection plan will be made for each three consecutive months and shall be furnished before beginning of each calendar month.
- 3.3.17 If the consultant considers any items of works substandard or unacceptable, consultant shall inform THE AUTHORITY. Consultant in consultation with THE AUTHORITY shall write to contractor to carry out required rectification.
- 3.3.18 Each quality aspect shall be reported item-wise as a summary report periodically to THE AUTHORITY.
- 3.3.19 Quality Assurance: Review and approval of Contractor's quality assurance programme, Finalization of manufacturing quality plan, sub vendor assessment and approval, field quality plan & other services.
- 3.3.20 Inspection Services: This include verification of implementation of quality plans, material inspection at manufacturing works, furnishing MDCC, report major deviation and deputing qualified personals for

inspection.

- 3.3.21 Field Quality Services: This includes on site field quality checks, co-ordination of site activity, scheduling and planning, field quality control and site supervision services.
- 3.3.22 Quality Checks on all the work of Civil/ Mechanical/ Instrumentation carried out at site & preparation of protocol for the same. The necessary Pro-forma of OK card and related registers/log sheets are to be maintained as per the standard practice.
- 3.3.23 Pre-dispatch Inspection of hydro-mechanical equipment at manufacturer works. Also supervise all the activity related to erection and commissioning of hydro-mechanical and instrumentation equipment.

3.4 Physical Progress & Certification of Contractors Bills

- 3.4.1 Measurement of physical quantities of various items executed by the contractor.
- 3.4.2 Certify the RA Bill Submitted by Dam Contractor before submitting to THE AUTHORITY with all the required documents.
- 3.4.3 Preserve all the records during execution of projects and handover the same to THE AUTHORITY after completion of Project.
- 3.4.4 Assist THE AUTHORITY to get prepared as built drawing through the contractors.

3.5 Review Meetings & Coordination Meeting

- 3.5.1 Monthly review and coordination meetings with the Consultant's team leader and expert / specialist team members and representative of Contractor shall be held with THE AUTHORITY/Engineer in charge in order to appraise the implementation of progress of the assignment. All the suggestions / comments by THE AUTHORITY's team during the meeting shall be incorporated and the consultant shall ensure implementation on site through the contractor.
- 3.5.2 A Monthly review and co-ordination meeting with the Consultant's team leader & expert specialist team members and contractor shall be held with the management of THE AUTHORITY at Haldwani/Dehradun in order to appraise the implementation and progress of the assignment. All the suggestions comments that are made during such meetings shall be implemented by the Consultant and Contractor.

3.6 Progress Reports

- 3.6.1 Reporting Requirements and Deliverables;

Following reports are required to be submitted to THE AUTHORITY:

Sl No.	Description	Submission Time
1.	Monthly Progress Report	Every Month by 10 th day of the subsequent month.

2.	Quarterly Progress Report	Quarterly within the first week of the commencement of the next quarter
3.	Inspection Report	Fortnightly
4.	Recommendations/ comments of/on Documents/plan/drawings/ reports submitted by the contractor	10 days

- 3.6.2 Monthly progress reports shall be inclusive mentioning of the activities in progress and major issues including Quality Control tests required to be performed and actual performed and the observations of the Consultant's engineers.
- 3.6.3 Quarterly progress reports shall be covering summary of progress and quality checks (activity-wise for each works), results of audits and notes including remedial measures suggested and non-conformance reports and their disposal.
- 3.6.4 The consultant Team Leader has to co-ordinate with his team and will remain available as per site requirement. The site in-charge with site team will remain available at site during the complete execution period.
- 3.6.5 In case of the technical field problems that may arise during execution of the works, the consultant shall analyse these problems and recommend necessary corrective actions.
- 3.6.6 The consultant will ensure that adequate safety arrangements for works, property, personnel and the public at large are provided and maintained by the contractor during the period of the construction and suggest remedial measures, if required in accordance with the contract provisions.
- 3.6.7 The consultant shall get prepared a detailed Project Completion Report (PCR) through Contractor along with a Project Completion Certificate up to commercial operation of machines. The PCR will also highlight the critical situations faced in the project implementation, project outputs and lessons learned leading to Post Project Appraisal.
- 3.6.8 Preparation of as built drawings through Contractor.
- 3.6.9 Preparation of Asset register through Contractor.
- 3.6.10 Preparation of operation & maintenance manual write up.
- 3.6.11 The consultant will also prepare a Certificate of Taking Over the works by THE AUTHORITY from the contractor for the project to be handed over to operating agency for O&M. In case of disputes relating to interpretation of specifications, general conditions of contract, conditions of particular applications, work specifications, the consultant shall prepare necessary brief with required documentation for consideration at the level of the Dispute Resolution Board, if invoked by the contractor, and make presentations before the Dispute Review Board (DRB) for and on behalf of THE AUTHORITY.
- 3.6.12 Provide Comments to Client for consideration;

- 3.6.13 Review and approve Contractor's Documents;
- 3.6.14 Function in all matters and represent the Client in any matter related to the Contract and the proper execution thereof;
- 3.6.15 Carry out the assignment in accordance with generally accepted professional standards and practices;
- 3.6.16 Keep and regularly update a list of the Contractor's equipment and its conditions to ensure compliance with the Contractor's commitments in his bid.
- 3.6.17 Check and challenge aspects of the Works that do not meet, or appear to deviate from the technical requirements, final design, good industry practice and/or health and safety requirements, and/or other applicable laws or regulations (including protection of the environment);
- 3.6.18 Inform the Client of difficulties or potential difficulties which may arise in connection with the Contract(s) and make recommendations for possible solutions;
- 3.6.19 Maintain Project Diary and Site Instruction Book;
- 3.6.20 Monitor the Health, Safety, Environmental, and Social (HSES) of the construction and temporary works.
- 3.6.21 Consult, coordinate and collaborate with all stakeholders to ensure successful implementation of the Contract.
- 3.6.22 Examine and approve all Health, Safety, Environmental, and Social (HSES) Documents submitted by the Contractor and provide supervision of contractor's HSES incidence investigation and .
- 3.6.23 Administer Contract(s) of the construction works in accordance with the Works Contract Conditions, Employers Requirement and other relevant documents;
- 3.6.24 Monitor the performance of the Contractor(s) and control contract costs and time schedules for the contracts;
- 3.6.25 Create snag lists and ensure the Contractor completes the snag list prior to final hand-over;
- 3.6.26 Provide post construction services to ensure the preparation of as-built drawings by the contractor, preparation of final report and final account, administration of Defects Liability Period activities (3 years post project completion), and issuance of Interim Payment Certification, Final Payment Certificate, Defect Liability Certificates, and other certificates;
- 3.6.27 Conduct factory acceptance tests to achieve independent proof of functionality, quality, and integrity before commissioning of equipment by the Contractor;
- 3.6.28 Conduct acceptance tests on the hydro-mechanical equipment and validate with the Client and the Contractor that the defects are remedied;

3.7 Consultant's Organisation and Personnel

The Consultant's work is to be organised in three distinct categories, namely:

- Part A:

Technical & Management Services

-Design Services

-Part B:**Field Management and Supervision****3.8 Technical and Management services**

- 4.1.1 Main tasks envisaged under this category are giving technical and management advice to the client in all facets of the Jamrani Dam Project, broadly covering the following but not limited to:
- Related to hydrology, geology, construction planning & scheduling, equipment planning, construction quality, design mix, seismological parameters etc.
 - Assisting and advising the client in the contract management and planning of activities.
- 4.1.2 Preparing technical documents and reports as required by the client
- Supporting THE AUTHORITY in regulatory compliances and meeting with the various regulatory agencies.
 - Interactions with and presentations to various stake holders.
 - Supporting the client on environmental and rehabilitation issues
 - Dealing with other issues referred to it by the client.

3.9 Design Services:

- The Consultant shall carry out review of the detailed design and detailed/ construction drawings submitted by the Contractor and suggest any modifications, if any, to be carried out as per the site conditions.
- The Consultant shall review the detailed design and detailed/ construction drawings submitted by the Contractor for all the components of the Civil and HM works in conformity with the design criteria, work requirement and specifications, applicable codes and manuals, standard engineering practices and cost effectiveness.
- Provide Design Review of Contractor's Documents including Technical Reports, Designs, Plans, Methodology, other documents submitted in compliance to the requirement of Contract within the stipulated time period (as defined in the Works Contract Conditions);

3.10 Field Management and Supervision services:

The consultant is required to have full fledged PMC team at the project site to ensure the execution of work as per the approved designs & drawings adhering to the quality plan envisaged under the contract. The consultant shall be supervising and measuring the progress

of the work on continuous basis. Any deviance from the approved designs, timelines, quality etc. shall be promptly escalated to the client by the consultant's field team. The staff deployed at the site shall include civil/HM engineers, quantity surveyors, billing engineers, geologist etc.

3.11 Personnel

To carry out the assigned task smoothly, the consultant is expected to engage following engineering personnel and experts:

S.No.	Particulars	Nos. Required	Qualification	Experience	Remarks
A. Technical and Management services					
1	Water Resources Expert –cum - Team leader(the “Team Leader”) (01	Post Graduate in water resources or allied domain)	>20 years	Should have led the team for in planning, design and contract management, funding of the large water resources projects
2	Legal Expert	01	Post Graduate in Law/LLM or allied domain)	>20 years	Should have experience in dealing legal aspects of contract
2	Middle Level Experts	01	Post Graduate in Water resources or related field	>10 years	Experience of working in water resource projects.
4	Civil Engineers	02	B.Tech. in Civil Engineering	>5 years	Experience of working in water resource projects.
Design services					
1	Dam Design Engineer	01	(Civil Engineer with post graduation in water resources / allied field) Or B-tech in civil engineering	>20 years >25 years	Experience of planning & designing of dams and water resources structures.
2	Seismologist	01	Post Graduate or equivalent in geology or earthquake engineering	>20 years	Experience in undertaking seismic hazard assessments and other related to Dam

3	Hydrologist	01	Post Graduate or equivalent in water resources, hydrology.	>20 years	Experience in undertaking flood estimates, reservoir yield estimates, climate change assessments and general hydrologic engineering of large dams and Reservoirs.
4	Geotechnical Engineer/Geologist	01	Doctorate/ Post Graduate in geology	>20 years	Should have worked as Geotechnical Expert/Geologist in Himalayan Geology for Dams/Barrages
5	Hydro Mechanical Expert	01	Post Graduate in Water resources/ Hydraulics or related field or Mechanical	>20 years	Experience of designing hydro mechanical components of hydropower projects
6	Sr. Design Engineers	03	M.Tech in Water resources/Hydraulics or related field	>10 years	Experience of design in water resource projects
B.Field Management and Supervision					
1	Team leader	01	B.Tech. (CIVIL)/ M.Tech.	>20 years	Experience in PMC/ Construction of water resources projects
2	Quality Control Experts	05	B.Tech/ B.E in Civil Engineering	> 10 years	Experience of quality control in water resources projects
3	Environmental Expert	01	Masters in Science/ Environmental Engineering	> 5 years	Experience of environmental monitoring of water resources projects.
4	Field Supervision Engineers	09	B.Tech.(Civil)	> 5 years	Experience of field supervision in water resources projects.

5	Geologist	01	Masters in Geology	> 5 years	Experience of field supervision in water resources projects and experience in Himalayan Geology.
6	Surveyors/Quantity Surveyors	06	Diploma in Civil Engineering	> 5 years	Experience of
					Topographic/ quantity surveying in water resources projects
7	HSE expert	02	Certificate in the relevant area	> 5 years	Experience of dealing in health and safety aspects in water resources/ infrastructure projects
8	Laboratory Technician	16	Certificate in the relevant area	>3 years	Experience of working in testing lab
Total		55			

Note:

1. Above list is indicative and the Consultant is required to make its own assessment based on quantum of work.
2. Adequate support staff/ drafting staff shall be deployed by the Consultant.
3. Consultant shall open an office at site/ Haldwani for carrying out the assignment smoothly.

4. Duration of Assignment and Payment Schedule

The duration of assignment is for 05 Years or completion of Dam work whichever is earlier. The bidders are expected to quote annual rates for each year for both Part A and Part B, including the applicable escalation for the subsequent years if any.

Services rendered for Part A of the assignment shall be payable to consultant based on actual man days exhausted in a month and shall be effective after commencement date of the assignment. Services rendered for Part B of the assignment shall be payable after the award of letter of commencement of work to the Dam contractor.

Payment of fees for both part A and part B shall be made on monthly basis dividing the annual fee by 12. Monthly bills along with details on tasks undertaken for the month for which bills are being raised shall be submitted by the Consultant for verification and payment by PIU Jamrani.

5. Advance Payment

The Owner will make, upon the request of the Contractor, an interest-bearing Advance payment to the Contractor exclusively for the costs of mobilization in respect of the Works in an amount not exceeding 10 (ten) percent of the Contract Price in two equal installments as per agreement Clause no 6.4.

SCHEDULE-2 *Draft Form of Agreement*

(See Clause 2.1.2)

DRAFT FORM OF AGREEMENT FOR

SELECTION OF

Owner's Engineer and Project Management Consultant

**FOR OWNER'S ENGINEER & PROJECT MANAGEMENT
CONSULTANCY SERVICES FOR CONTRACT OF JAMRANI DAM
MULTIPURPOSE PROJECT OVER GOLA RIVER AT JAMRANI
VILLAGE IN DISTT NAINITAL OF UTTARAKHAND STATE.**

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**AGREEMENT
FOR OWNER'S ENGINEER & PROJECT MANAGEMENT CONSULTANCY SERVICES FOR
CONTRACT OF JAMRANI DAM MULTIPURPOSE PROJECT OVER GOLA RIVER AT
JAMRANI VILLAGE IN DISTT NAINITAL OF UTTARAKHAND STATE.**

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of the month of2022 between, on the one hand, the D e p u t y General Manager, Project Implementation Unit Jamrani , Haldwani (Hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand,(Hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) THE AUTHORITY vide its Request for Proposal for Selection of Project Management Consultant for project management consultancy services (hereinafter called the “**Consultancy**”) for Contract of Jamrani Dam Multipurpose Project over Gola river at Jamrani Village in Distt Nainital of Uttarakhand State.(hereinafter called the “**Project**”);
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to THE AUTHORITY that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to THE AUTHORITY on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) THE AUTHORITY, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vides its Letter of Award dated(the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a. “**Agreement**” means this Agreement, together with all the Annexes;
- b. “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- c. “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- d. “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- e. “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- f. “**Dispute**” shall have the meaning set forth in Clause 9.2;
- g. “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- h. “**Government**” means the Government of Uttarakhand;

- i. **“INR, Rs. or ₹”** means Indian Rupees;
- j. **“Party”** means THE AUTHORITY or the Consultant, as the case may be, and Parties means both of them;
- k. **“Personnel”** means persons hired by the Consultant and assigned to the performance of the Services or any part thereof;
- l. **“RFP”** means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- m. **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- n. **“Third Party”** means any person or entity other than the Government, THE AUTHORITY or the Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP

- 1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award.

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between THE AUTHORITY and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Rights and obligations

- 1.1.3 The mutual rights and obligations of THE AUTHORITY and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) THE AUTHORITY shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts of Uttarakhand shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6. Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to THE AUTHORITY; provided that notices or other communications to be given to an address outside Haldwani may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Consultant may from time to time specify by notice to THE AUTHORITY;
- (b) in the case of THE AUTHORITY, be given by facsimile or e-mail and by letter delivered by hand and be addressed to THE AUTHORITY with a copy delivered to THE AUTHORITY Representative set out below in Clause 1.10 or to such other person as THE AUTHORITY may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Haldwani it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8. Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9. Authority of Member-in-charge**1.9.1 Authorized Representatives**

1.9.2 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by THE AUTHORITY or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.9.

1.9.3 THE AUTHORITY may, from time to time, designate one of its officials as THE AUTHORITY Representative. Unless otherwise notified, THE AUTHORITY Representative shall be:

.....
.....

Tel:

Mobile:

Email:

- 1.9.4 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

.....

.....

Tel:

Mobile:

Email:

1.10. Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and THE AUTHORITY shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

2.2. Commencement of Services

The Consultant shall commence the Services within a period of 2 (two) weeks from the Effective Date, unless otherwise agreed by the Parties.

2.3. Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, THE AUTHORITY may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4. Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) period of delivery of the final deliverable to THE AUTHORITY; and (ii) the expiry of 5 (five) years from the Effective Date. Upon Termination, THE AUTHORITY shall make payments of all amounts due to the Consultant hereunder.

2.5. Entire Agreement

- 2.5.1.** This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

- 2.5.2.** Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6. Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope

of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7. Force Majeure

2.7.1. Definition

- a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2. No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3. Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4. Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5. Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6. Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8. Suspension of Agreement

THE AUTHORITY may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9. Termination of Agreement**2.9.1. By THE AUTHORITY**

THE AUTHORITY may, by not less than 14 (fourteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as THE AUTHORITY may have subsequently granted in writing;
- b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- d) the Consultant submits to THE AUTHORITY a statement which has a material effect on the rights, obligations or interests of THE AUTHORITY and which the Consultant knows to be false;
- e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- g) THE AUTHORITY, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2. By the Consultant

The Consultant may, by not less than 14 (fourteen) days' written notice to THE AUTHORITY, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a) THE AUTHORITY fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the

Consultant that such payment is overdue;

- b) THE AUTHORITY is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by THE AUTHORITY of the Consultant's notice specifying such breach;
- c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d) THE AUTHORITY fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by THE AUTHORITY, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, THE AUTHORITY shall make the following payments to the Consultant (after offsetting

against these payments any amount that may be due from the Consultant to THE AUTHORITY):

- i. remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- ii. except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1. General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due

diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to THE AUTHORITY, and shall at all times support and safeguard THE AUTHORITY's legitimate interests in any dealings with Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure the Personnel and agents of the Consultant, comply with the Applicable Laws

3.2. Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services to any agency other than the UPDCC/ Irrigation Department, Uttarakhand and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to THE AUTHORITY in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to THE AUTHORITY in accordance with the rules of THE AUTHORITY. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultants firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant is not to benefit from commissions, discounts etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations and the Consultant shall put in its best efforts to ensure that the Personnel and agents or either of them, similarly shall not receive any such additional

remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”). Notwithstanding anything to the contrary contained in this Agreement, THE AUTHORITY shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, THE AUTHORITY shall forfeit and appropriate the performance security, if any, for compensation and damages payable to THE AUTHORITY towards, *inter alia*, the time, cost and effort of THE AUTHORITY, without prejudice to THE AUTHORITY's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of THE AUTHORITY under Clause 3.2.5 above and the other rights and remedies which THE AUTHORITY may have under this Agreement, if the Consultant is found by THE AUTHORITY to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Processor before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by THE AUTHORITY to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “**corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of THE AUTHORITY who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of THE AUTHORITY, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser THE AUTHORITY in relation to any matter concerning the Project;
- b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by THE AUTHORITY under this Agreement;
- d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by THE AUTHORITY with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3. Confidentiality

- 3.3.1 Information relating to the examination, evaluation, comparison, and post qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 3.3.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its Bid.
- 3.3.3 Notwithstanding Clause 3.3.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.
- 3.3.4 The Consultant, its Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by THE AUTHORITY to the Consultant and its Personnel; any information provided by or relating to THE AUTHORITY, its technology, technical processes, business affairs or finances or any information relating to THE AUTHORITY's employees, officers or other professionals or suppliers, customers, or contractors of THE AUTHORITY; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of THE AUTHORITY.

Notwithstanding the aforesaid, the Consultant and its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- i. was in the public domain prior to its delivery to the Consultant and its Personnel becomes apart of the public knowledge from a source other than the Consultant, and it's Personnel;
- ii. was obtained from a third party with no known duty to maintain its confidentiality;
- iii. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant and its Personnel shall give THE AUTHORITY, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- iv. is provided to the professional advisers, agents, auditors or representatives of the Consultant and its Personnel, as is reasonable under the circumstances; provided, however, that the Consultant and its Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4. Liability of the Consultant

- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to THE AUTHORITY for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to THE AUTHORITY's property, shall not be liable to THE AUTHORITY:
 - a) for any indirect or consequential loss or damage; and
 - b) for any direct loss or damage that exceeds(a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to the Agreement Value.

3.5. Insurance to be taken out by the Consultant

- 3.5.1 a. The Consultant shall, for the duration of this Agreement, take out and maintain, and at its own cost, but on terms and conditions approved by THE AUTHORITY, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- b. Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to THE AUTHORITY, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- c. If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, THE AUTHORITY shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by THE AUTHORITY.
- d. Except in case of Third Party liabilities, the insurance policies so procured shall mention THE AUTHORITY as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention THE AUTHORITY as the sole beneficiary of the Consultant or require an undertaking to that effect.

- 3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of an appropriate amount and the copy of the policy to be furnished to THE AUTHORITY within 15 days of installation and commissioning of the equipment.
- b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant, in accordance with Applicable Laws; and
- c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) shall not be less than the amount stated in Clause 6.1.2 of the Agreement.

3.6. Accounting, inspection and auditing

The Consultant shall:

- a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- b) permit THE AUTHORITY or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by THE AUTHORITY.

3.7. Consultant's actions requiring THE AUTHORITY's prior approval

The Consultant shall obtain THE AUTHORITY's prior approval in writing before taking any of the following actions:

- a) appointing such members of the Personnel as are not listed in Annex-2.
- b) any other action that is specified in this Agreement.

3.8. Reporting obligations

The Consultant shall submit to THE AUTHORITY the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9. Documents prepared by the Consultant to be property of THE AUTHORITY

3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by any Third Party) in performing the Services shall become and remain the property of THE AUTHORITY, and all intellectual property rights in such Consultancy Documents shall vest with THE AUTHORITY. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with THE AUTHORITY under law, shall automatically stand assigned to THE AUTHORITY as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as THE AUTHORITY may deem necessary to secure its rights herein assigned by the Consultant.

3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to THE AUTHORITY, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of THE AUTHORITY.

3.9.3 The Consultant shall hold THE AUTHORITY harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of THE AUTHORITY.

3.10. Equipment and materials furnished by THE AUTHORITY

Equipment and materials made available to the Consultant by THE AUTHORITY shall be the property of THE AUTHORITY and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to THE AUTHORITY, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of THE AUTHORITY. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by THE AUTHORITY in writing, insure them in an amount equal to their full replacement value.

3.11. Providing access to Project Office and Personnel

The Consultant shall ensure that THE AUTHORITY, and officials of THE AUTHORITY having authority from THE AUTHORITY, is provided unrestricted access to the Project Office, if any and to all Personnel during office hours. THE AUTHORITY's official, who has been authorized by THE AUTHORITY in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these

services. Subject to the provisions of Clause 3.4, it shall indemnify THE AUTHORITY against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the reports furnished under this agreement.

4. CONSULTANT'S PERSONNEL

4.1. General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2. Deployment of Personnel

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and man-day rates are specified in Annex-3 of this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to THE AUTHORITY, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of THE AUTHORITY.

4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between THE AUTHORITY and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2. Such additional works shall be undertaken with prior written approval of THE AUTHORITY.

4.3. Approval of Personnel

4.3.1 The Personnel listed in Annex-2 of the Agreement are hereby approved by THE AUTHORITY. No other Personnel shall be engaged without prior approval of THE AUTHORITY. If the Consultant hereafter proposes to engage any person as Personnel, it shall submit to THE AUTHORITY its proposal along with a CV of such person in the form provided at Appendix-I (Form-11) of the RFP. THE AUTHORITY may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for THE AUTHORITY's consideration. In the event THE AUTHORITY does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by THE AUTHORITY.

4.4. Substitution of Key Personnel

THE AUTHORITY expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. Substitution of any Key Personnel can be carried out only with the prior permission of THE AUTHORITY to be substituted.

4.5 Team Leader

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, THE AUTHORITY shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant and Personnel with work permits and such other documents as may be necessary to enable the Consultant or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

THE AUTHORITY warrants that the Consultant shall have, free of charge, unimpeded access to the site of the

project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on

(i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 Changes in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, THE AUTHORITY shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1. Cost estimates and Agreement Value

6.1.1. An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement.

6.1.2. Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "**Agreement Value**"). The Parties agree that the Agreement Value is ₹ (Rupees only.)

6.1.3. Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional works not envisaged in the cost estimates referred to in Clause 6.1.1 above. Such additional works shall be undertaken only on prior approval by THE AUTHORITY as per rates mutually agreed to. The Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2. Currency of payment

All payments shall be made in Indian Rupees.

6.3. Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

- a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - i. No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
 - ii. THE AUTHORITY shall pay to the Consultant, only the undisputed amount.
- b) THE AUTHORITY shall cause the payment due to the Consultant to be made within 60 (sixty) days after the receipt by THE AUTHORITY of duly completed bills with necessary particulars (the "**Due Date**").
- c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by THE AUTHORITY. The Services shall be deemed completed and finally accepted by THE AUTHORITY and the final deliverable shall be deemed approved by THE AUTHORITY as satisfactory upon expiry of 120 (one hundred twenty) days after receipt of the final deliverable by THE AUTHORITY unless THE AUTHORITY, within such 120 (one hundred twenty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. THE AUTHORITY shall make the final payment upon acceptance or deemed acceptance of the final deliverable by THE AUTHORITY.
- d) Any amount which THE AUTHORITY has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to THE AUTHORITY within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by THE AUTHORITY for reimbursement must be made within 1 (one) year after receipt by THE AUTHORITY of a final report in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due

date shall attract simple interest @ 10% (ten per cent) per annum.

- e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to THE AUTHORITY by the Consultant.

6.4. Advances

- 6.4.1. First installment of 5.0 % may be released at commencement of Works. The Contractor shall submit details of complete & satisfactory utilization of the first installment to the following effect:

- i) Inception report of the assignment
- ii) Mobilization of Experts and other technical staff as per agreed schedule,
- iii) Procurement of lab items
- iv) Setup of site office and laboratory

Second installment of remaining 5 % shall become eligible for release only after Engineer has physically verified the above details submitted by the Consultant. Further, the agreed mobilization schedule shall form the basis for verification of advance by the Engineer as above.

The Contractor shall provide details of utilization for second installment also in the above manner for verification of the Engineer.

The advance shall bear a simple Interest of State Bank of India MCLR for 3 years plus margin of 200 basis points.

In case of mis-utilization of the advance by the Contractor is observed by the Engineer, the advance to the extent mis-utilized shall be immediately recovered from or paid by the Consultant along with interest accrued.

Payment of such advance amount will be due under separate certification by the Engineer after (i) provision by the Contractor of the performance Guarantee in accordance with as per above, (ii) signing of the Contract by the Parties and (iii) provision by the Contractor of an unconditional Bank Guarantee in a prescribed form and by a Bank acceptable to the Owner in amounts equal to 110% of the advance payment requested for. Bank Guarantees for the amounts expressed in Indian Rupees shall be issued by an Indian Nationalized/ Scheduled Bank notified as a scheduled bank under the provisions of the "Reserve Bank of India Act" through any of its branches in India. Such Bank Guarantee shall remain effective until the advance payment along with interest has been fully repaid, but its amount thereof may be progressively reduced by the amount repaid by the Contractor as indicated in Monthly Progress Certificate(s).

The release of advance payment shall be subject to receipt of original Bank Guarantee directly from the issuing bank in the manner & term as stipulated in these Conditions of Contract to the Owner and which is in finality to be acceptable to the Engineer.

In case the Contractor desires to shift any such Equipment from the Site, he shall do so with the written permission of the Engineer and after repaying the outstanding advance of that particular Equipment and subject to the condition that the said Equipment is no more required at the Site.

- 6.4.2. The recovery of principal shall commence in the next Monthly Progress Certificate following that in which the total of all gross value of Monthly Progress Certificates has reached 15 (fifteen) percent of the Accepted Contract Price and shall be made on pro-rata basis of advance released from the gross payment of all Monthly Progress Certificates until such time as the advance payment has been repaid. Always provided that the advance payment shall be completely repaid prior to the time when 80 percent of the Contract Price has been certified for payment. The gross payment shall mean and include the payment towards scheduled items, extra items, deviated items, along with substituted items including price adjustments for the purpose of this Sub Article only.

- 6.4.3. The interest shall be calculated on the outstanding amount of principal at the close of each month. The recovery of the interest shall commence in the next Monthly Progress Certificate following that in which the total of all gross Monthly Progress Certificates has reached 10% of the Contract Price. Interest as accrued/accruing till the

time total gross payment reaches 20 % of the Contract Price shall be recovered from the Progress Payment Certificate in suitable installments in such a way that the above said interest is fully recovered by the time the Contractor receives a total gross payment equivalent to 20% of the Contract Price and thereafter, the interest as may be due on 1st day of each month will be recovered from the Monthly Progress Certificates of the Contractor to be paid during that month. If for any reason, the payment due is insufficient to recover the full interest and principal together, interest shall be credited/recovered first and the residual applied to the principal. However, in case, full interest itself cannot be recovered, the balance amount of unrecovered interest shall also carry the same interest rate as specified above till the full amount is recovered.

- 6.4.4. The Contractor shall always have the option to limit the drawl of advance to the extent desired and to have the recoveries commenced and/or completed earlier and/or have recoveries effected in installments of higher amounts and also to repay part or whole of the advance by direct payment rather than through Monthly Progress Certificates.
- 6.4.5. Should there arise any occasion under the Contract due to which the periods of validities of Bank Guarantees as may have been furnished by the Contractor from time to time, are required to be extended/renewed, the Contractor shall at his cost get the validity periods of such guarantees extended/renewed, and furnish these to the Engineer one month before the expiry date of the aforesaid Guarantees originally furnished; failing which the existing Bank Guarantees shall be invoked by the Engineer.

7. LIQUIDATED DAMAGES & PENALTIES

7.1. Performance Security

- 7.1.1 The Consultant shall furnish a Bank Guarantee substantially in the form specified at **Annex-5** of this Agreement as performance security (the “**Performance Security**”), amounting to 5% (five per cent) of the Agreement Value, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in for recovery of liquidated damages or any other dues as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, THE AUTHORITY may recover the same by way of deductions from any subsequent payments due and payable to the Consultant hereunder, in accordance with the provisions of this Agreement.

7.2. Security Deposit

- 7.2.1 In addition to the performance security a sum of 5% (five per cent) of each running account bill paid to the Consultant shall be retained as Security Deposit. The same shall be returned after a lapse of a period of 12 months from the date of deduction.

7.3. Liquidated Damages.

- 7.2.1. Liquidated Damages for error / variation In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by THE AUTHORITY in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% (10 percent) of the Agreement Value.
- 7.2.2. Liquidated Damages for delay In case of delay in completion of the Services, Liquidated Damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.
- 7.2.3. Encashment and appropriation of Performance Guarantee and Security Deposit
THE AUTHORITY shall have the right to invoke and appropriate the proceeds of the Performance Security and Security Deposit, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of Liquidated Damages or any dues specified in this Clause 7.3.

7.4. Penalty for deficiency in Services

In addition to the Liquidated Damages not amounting to penalty, as specified in Clause 7.3, a warning may be issued to the Consultant for any minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Consultancy assignment, fulfilment of Consultancy objectives or on the reputation of THE AUTHORITY, other penal action including debarring for a specified period may also be initiated as per

policy of THE AUTHORITY.

8. FAIRNESS AND GOOD FAITH

8.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

8.2. Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1. Amicable settlement

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

9.2. Dispute resolution

9.2.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3. Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Managing Director, THE AUTHORITY, Dehradun and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4. Arbitration

9.4.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Haldwani/Dehradun and the language of arbitration proceedings shall be English.

9.4.2. A dispute with an Indian Consultant shall be finally settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996, as amended by the Arbitration & Conciliation (Amendment) Act, 2019. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Owner and the Consultant. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator.

9.4.3. The Consultant and THE AUTHORITY agree that an Award may be enforced against the Consultant and/or THE AUTHORITY, as the case may be, and their respective assets wherever situated.

9.4.4. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

In WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED,SEALEDAND DELIVERED

For and on behalf of Consultant:

(Signature)

(Name)

(Designation)

(Address)

(Fax No)

(Email)

In the presence of :

1.

SIGNED,SEALEDAND DELIVERED

For and on behalf of Governor of Uttarakhand:

(Signature)

(Name)

(Designation)

(Address)

(Fax No)

(Email)

2.

Annexure 1-Terms of Reference

(Refer Clause 3.1.2)

(Reproduce Schedule-1 of RFP)

Annexure 2-Deployment of Personnel
(Refer Clause 4.2)

(Reproduce as per Form-13 of Appendix-I)

Annexure-3-Cost of Services

(Refer Clause 6.1)

(Reproduce as per Form-2 of Appendix-II)

Annexure-4 Payment Schedule²

(Refer Clause 6.3)

(Reproduce as per Schedule I)

² The Payment Schedule is indicative and may be suitably modified to meet project-specific requirements, which shall be in conformity with the Schedule provided in the TOR at Schedule-1

Annexure-5 Bank Guarantee for Performance Security
(Refer Clause 7.1.2)

To

The DGM,

Project Implementation Unit Jamrani,

Damuwadhunga, Haldwani

Nainital, Uttarakhand, India

Email: piujamrani@gmail.com

In consideration of the The Deputy General Manager, Project Implementation Unit Jamrani acting on behalf of the Governor of Uttarakhand (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s....., having its office at (herein after referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no Dated valued at ₹ (Rupees), (hereinafter referred to as the "Agreement") Consultancy Services for [.....], and the Consultant having agreed to furnish a Bank Guarantee amounting to ₹.....(Rupees) to THE AUTHORITY for performance of the said Agreement.

1 We, (herein after referred to as the "Bank") at the request of the Consultant do hereby undertake to pay to THE AUTHORITY an amount not exceeding ₹ (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by THE AUTHORITY by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2 We, (Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from THE AUTHORITY stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by THE AUTHORITY by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹ (Rupees).

3 We, (indicate the name of Bank) undertake to pay to THE AUTHORITY any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4 We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of THE AUTHORITY under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till THE AUTHORITY certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5 We, (indicate the name of Bank) further agree with the Authority that THE AUTHORITY shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by THE AUTHORITY against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of THE AUTHORITY or any indulgence by THE AUTHORITY to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for

this provision, have the effect of so relieving us.

6 This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7 We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of THE AUTHORITY in writing.

8 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to ₹ *** Lakhs (Rupees ***** Lakhs) only. The Bank shall be liable to pay the said amount or any part thereof only if THE AUTHORITY serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 1 years after the date of this Guarantee)].

For
Name of Bank: Seal of the Bank: Dated, the
..... day of, 20

(Signature, name and designation of the authorized signatory)

NOTES:

- (i) The Bank Guarantee shall contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch shall be mentioned on the covering letter of issuing Branch.

SCHEDULE-3 Guidance Note on Conflict of Interest

(See Clause 3.2)

1. This Note further explains and illustrates the provisions of Clause 3.2 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants shall be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants shall avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between THE AUTHORITY and a consultant or between consultants and present or future Consultants/ contractors. Some of the situations that would involve conflict of interest are identified below:

(a) Consultants and contractors:

- (i) Consultant should not have an ownership interest or a continuing business interest or an on-going relationship with a potential contractor save and except relationships restricted to project-specific and short-term assignments; or
- (ii) Consultant should not be involved in owning or operating entities resulting from the project; or
- (iii) Consultant should not bid for works arising from the project.

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

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of THE AUTHORITY. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of THE AUTHORITY.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also

eligible for the consequent assignment or project.

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

APPENDICES

APPENDIX –I TECHNICAL PROPOSAL

Form-1

(See Clause 3.8)

Letter of Proposal
(On Applicant's letter head)

(Date and Reference)

To

The Deputy General Manager,
Project Implementation Unit Jamrani,
Damuwadhunga, Haldwani Nainital, Uttarakhand, India
Email: piujamrani@gmail.com

Dear Sir,

Sub: RFP for Selection of Owner's Engineer & Project Management Consultant for Owner's Engineer & Project Management Consultancy services for Contract of Jamrani Dam Multipurpose project over Gola river at Jamrani village in Distt Nainital of Uttarakhand State.

1. With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for [_____]. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I shall make available to THE AUTHORITY any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I acknowledge the right of THE AUTHORITY to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I declare that:

- (a) I have examined and have no reservations to the RFP Documents, including any Addendum issued by THE AUTHORITY;
- (b) I do not have any conflict of interest in accordance to the RFP Document;
- (c) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with THE AUTHORITY or any other public sector enterprise or any government, Central or State; and
- (d) I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 8. I understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with the RFP document.
- 9. I certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
- 10. I further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 11. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
- 12. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by THE AUTHORITY [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
- 13. The Bid Security of ₹ ***** (Rupees *****) in the form of a Demand Draft is attached, in accordance with the RFP document. The Proposal Processing Fee of ₹ ***** (Rupees *****) in the form of a Demand Draft is also attached, in accordance with the RFP document.
- 14. Certification about correctness of contents of bid on non-judicial stamp paper of value Rs 100/- affixed with Rs 1/- revenue stamp duly signed has been attached.
- 15. I agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
- 16. I agree to keep this offer valid for 120 (One Hundred Twenty) days from the Proposal Due Date specified in the RFP.
- 17. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
- 18. In the event of my/our firm/ being selected as the Consultant, I agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP.
- 19. I have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information

provided to us by THE AUTHORITY or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

APPENDIX-I

Form-2 Particulars of the Applicant

1.1	Title of Consultancy: SELECTION OF OWNER'S ENGINEER & PROJECT MANAGEMENT CONSULTANT FOR OWNER'S ENGINEER & PROJECT MANAGEMENT CONSULTANCY SERVICES FOR CONTRACT OF JAMRANI DAM MULTIPURPOSE PROJECT OVER GOLA RIVER AT JAMRANI VILLAGE IN DISTT NAINITAL OF UTTARAKHAND STATE.
1.2	Title of Project: JAMRANI DAM MULTIPURPOSE PROJECT
1.3	<p>State the following:</p> <p>Name of Company or Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business</p> <p>Name, designation, address and phone numbers of authorized signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p>

	Phone No.:Fax No. : E-mail address:
1.4	<p>For the Applicant, state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No</p> <p>If so, provide the office address (es) in India.</p> <p>(ii) Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last three years? Yes/No</p> <p>(iii) Has the Applicant ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No</p> <p>(iv) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
1.5	<p>Does the Applicant's firm/company combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No</p> <p>If yes, does the Applicant agree to limit the Applicant's role only to that of a consultant adviser to THE AUTHORITY and to disqualify themselves, their Associates affiliates, subsidiary and/or parent organization subsequently from work on this Project in any other capacity? Yes/No</p>

1.6	Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? <div>Yes/No</div>
1.7	If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant? <div>Yes/No</div>
1.8	If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only? <div>Yes/No</div>

(Signature, Name and designation of the authorized signatory)

For and on behalf of

- In case of Association/ Consortium/ Joint Venture the relevant information of the Associate also needs to be attached.

APPENDIX-I

Form-3 Statement of Legal Capacity
(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

The Deputy General Manager,
Project Implementation Unit Jamrani,

Damuwadhunga, Haldwani
Nainital, Uttarakhand, India

Email: piujamrani@gmail.com

Dear Sir,

Sub: RFP for Selection of Owner's Engineer & Project Management Consultant for Owner's Engineer & Project Management Consultancy services for Contract of Jamrani Dam Multipurpose project over Gola river at Jamrani village in Distt Nainital of Uttarakhand State.

I hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

I have agreed that.....(insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the firm on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

APPENDIX-I

Form-4 Letter of Association/ Consortium/Joint Venture
(To be forwarded on the letter head of the Associate)

Ref. Date:

To,

The Deputy General Manager,
Project Implementation Unit Jamrani,
Damuwadhunga, Haldwani
Nainital, Uttarakhand, India
Email: piujamrani@gmail.com

Dear Sir,

Sub: RFP for Selection of Owner's Engineer & Project Management Consultant for Owner's Engineer & Project Management Consultancy services for Contract of Jamrani Dam Multipurpose project over Gola river at Jamrani village in Distt Nainital of Uttarakhand State.

We, *(Name of the Associate)*, are pleased to associate exclusively with *(Name of the Applicant)* (Address), for submission of the bid in respect of the above mentioned RFP.

It is agreed that *(Name of the Applicant)* would be lead partner and *(Name of the Associate)* is the Associate.

We hereby authorize Mr. -----, to sign and submit the EOI to the Client on behalf of *(Name of the Associate)*.
Thanking you,

Yours sincerely,

APPENDIX-I
Form-5 Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of.....as our true and lawful attorney (hereinafter referred to as the “**Authorized Representative**”) 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 as the **Owner's Engineer & Project Management Consultant for Owner's Engineer & Project Management Consultancy services for Contract of Jamrani Dam Multipurpose project over Gola river at Jamrani village in Distt Nainital of Uttarakhand State** including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal 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 Project and/or upon award thereof to us till the entering into of the Agreement 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 Authorized 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 Authorized 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, 2022

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

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

Notes:

The mode of execution of the Power of Attorney shall 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 shall be under common seal affixed in accordance with the required procedure. The Power of Attorney shall be executed on a non-judicial stamp paper of ₹ 100 (one hundred) and duly notarized by a notary public.

Wherever required, the Applicant shall 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 legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed The Hague Legislation Convention 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-I**Form-6 Financial Capacity of the Applicant/Associate**

(To be filled by the firm)

(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Annual Income (Rs./US \$ in million)

Certificate from the Statutory Auditor^s

This is to certify that(name of the Applicant) has received the payments shown above against the respective years on account of professional fees. Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

^s In case the Applicant does not have a statutory auditor, it shall provide the certificate from its Chartered Accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement.

APPENDIX-I
Form-7 Particulars of Key Personnel

S. No.	Position of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment	
					Name of Firm	Employed Since
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.						
2.						
3.						
4.						

APPENDIX-I**Form-8 Proposed Methodology and Work Plan**

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (be specific and do not reproduce the Terms of Reference detailed in the RFP)
The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (be specific and avoid lengthy document)

The Applicant shall submit its methodology for carrying out this assignment, outlining its approach toward achieving the objectives laid down in the TOR with elements covering those mentioned in Schedule-I Terms of Reference. The Applicant shall submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal.

APPENDIX-I

Form-9 Abstract of Eligible Assignments of the Applicant/ Associate #

(Refer Clause 4.2)

S.No	Name of Assignment	Name of Client	Type of Client – Government/ PSU	Month and year of completion of Assignment	Estimated capital cost of Assignment (in ₹ crore)
(1)	(2)	(3)	(4)	(5)	(6)
1					
2					
3					
4					

The Applicant shall provide details of only those projects that have been undertaken by it under its own name. Applicant shall provide the following Details

- Completion Certificates from the Client; or
- Work Order from the Client, completion certified by Statutory Auditor

* The names and chronology of Eligible Projects included here shall conform to the project- wise details submitted in Form-10 of Appendix-I.

Certificate from the Statutory Auditor^s

This is to certify that the information contained in the table above is correct as per the records of the Applicant and/ or the clients.

Name:

Seal:

Date:

(Signature, name and designation of the authorized signatory)

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

APPENDIX-I
Form-10 Eligible Assignments of Applicant/Associate
(Refer Clause 4.2)

Name of Applicant:	
Name of the Assignment:	
Description of services performed by the Applicant firm:	
Name of client and Address: (Indicate whether government or PSU or private entity)	
Name, telephone no. and fax no. of Client's representative:	
Estimated capital cost of Project (in Rs crore or US\$ million):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
3. US\$ to Rupees exchange rate shall be taken as per the rate prescribed by Reserve Bank of India (RBI) as on the date 28 (Twenty Eight) days prior to the Proposal Due Date
4. Applicant to provide the following Details
 - a. Completion Certificates from the Client; or
 - b. Work Order with completion certified by Statutory Auditor

APPENDIX-I**Form-11 Curriculum Vitae (CV) of Personnel**

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications: (With degree, institution and year of completion)
6. Employment Record: (Starting with present position, list in reverse order every employment held.)
7. List/ Details of assignments on which the Personnel has worked.
8. Certification:
 - 7 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
 - 8 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

Place.....

(Signature and name of the Key Personnel)

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

1. Use separate form for each Key Personnel
2. The names and chronology of assignments included here shall conform to the project-wise details submitted in Form-8 of Appendix-I.
3. CV shall be signed by both the Personnel concerned and by the Authorized Representative of the Applicant firm.

APPENDIX-I

Form-12 Deployment of Key Personnel

The designations & names of each of the Consultant's Key Personnel designated for carrying out the Services for the duration of the Consultancy assignment.

APPENDIX-I

Form 13. BANK GUARANTEE FOR ADVANCE PAYMENT

(To be stamped in accordance with
Stamp Act if any, of the Country of
the Issuing Bank)

Bank Guarantee No.....

Date.....

To,

[Owner's Name & Address]

Dear Sir,

In consideration of the *[Owner's Name]* (hereinafter referred to as the 'Owner', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s *[Contractor's Name]*..... with its Registered/Head Office at (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Owner's Letter of Acceptance No. dated and the same having been acknowledged by the Contractor, resulting into a Contract bearing No. dated valued at for*[Name of Contract]* (hereinafter called the 'Contract') and the Owner having agreed to make an advance payment to the Contractor for performance of the above Contract amounting (in words and figures) as an Advance against Bank Guarantee to be furnished by the Contractor.

We.....*[Name and address of the Bank]*..... having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, immediately on demand any or, all monies payable by the Contractor to the extent of*[advance amount]*..... as aforesaid at any time upto (@) without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee. This guarantee may be progressively reduced by amount repaid by the contractor.

(**)

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank declares that this Bank Guarantee is issued by the Bank, utilizing the credit limit of M/s (name of contractor) and also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor's liabilities.

i) Our liability under this Bank Guarantee shall not exceed._____.

ii) This Bank Guarantee shall be valid upto_____.

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Owner serve upon Bank a written claim or demand on or before _____ (@)_____

Dated.....

- Notes:** 1. (@) This date shall be ninety (90) days beyond the date of Completion of the Works.
- (**) Owner may also present any of his demands at the counters of the(Name and branch of the Bank in India)..... for further relay to us.
- (To be inserted in case of a foreign currency bank guarantee issued by an overseas bank outside India)*

1. Bank Guarantee should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Bank, not more than six (6) months prior to execution / issuance of Bank Guarantee. The name of the purchaser should appear at the backside of stamp paper in the Vendors Stamp. Bank guarantee should contain rubber stamp of the authorized signatory of the bank indicating the name, designation and signature/ power of attorney number as well as telephone/ fax numbers with full correspondence address of the Bank.
2. Bank Guarantee is required to be submitted directly to the Owner by the issuing bank (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Engineer .
3. The issuing bank shall write the name of bank's controlling branch/ Head Office along with contact details like telephone/ fax and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

APPENDIX-I

Form 14. BANK GUARANTEE FOR Bid Security

..... *Bank's Name, and Address of Issuing Branch or Office*

Beneficiary: *Name and Address of Employer*

Date:

Bid Security No.:

We have been informed that *name of the Bidder* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *name of contract* under Invitation for Bids No ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *name of Bank* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *amount in figures* (. *amount in words*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the RFP; or
- (b) does not accept the correction of errors in accordance with the Instructions to Applicants (hereinafter "the ITA"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the RFP.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, as per the provisions of Clause 3.19 of the RFP.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

..... *Bank's seal and authorized signature(s)*

Note: All italicized text is for use in preparing this form and shall be deleted from the final document

APPENDIX-I

Form 15. Undertaking by the Parent/Holding Company

(On letter head of Parent/Holding Company)

No:

Date:..

To,

The Deputy General Manager,
Project Implementation Unit Jamrani, UPDCC
Jamrani Irrigation Colony, Damuadhunga,
Haldwani, District Nainital - 263139

Sub: Selection of Owner's Engineer & Project Management Consultant for Owner's Engineer & and Project Management Consultancy (OE&PMC) Services for Dam Contract of Jamrani Dam Multipurpose Project over Gola river at Jamrani village in Distt Nainital of Uttarakhand State.

Dear Sirs,

We, M/s (Name of the Parent/Holding Company) having registered office at..... (Address of the Parent/Holding Company).....do hereby undertake that in case work of **Selection of Owner's Engineer & Project Management Consultant for Owner's Engineer & and Project Management Consultancy (OE&PMC) Services for Dam Contract of Jamrani Dam Multipurpose Project over Gola river at Jamrani village in Distt Nainital of Uttarakhand State** is awarded to M/s (Name of the Bidder), who is participating in your subject Tender as a Sole Bidder/ Consortium partner, which is our subsidiary company, we on our strength/strength of (name of group company(ies)) under our control shall provide the full support for technical and financial requirements for the work "-----" (the scope of work of subsidiary company) and we shall be responsible for successful completion of the job covered under the scope of M/s
(Name of Subsidiary company).

In case the Bidder, M/s(Name of Subsidiary company) gets qualified/techno-commercially responsive and awarded the work, We do hereby undertake;

- (a) to enter into a separate agreement with the Owner as per the Owner's approved format included in the Bid documents.

We do hereby also confirm that we are not participating either as a sole Bidder or as a sub-contractor against the above Invitation.

Yours faithfully,

For & on behalf of M/s.
(Name & Address of the Parent/holding Company)

(Office Seal)

Station:

Date:

Note: This letter of authorization should be on the letterhead of the Parent/Holding Company and should be signed by a person competent and having the Power of attorney to bind the Parent/Holding Company. Power of Attorney in favour of this person to do so be enclosed with this Letter of Undertaking.

* undertaking to be given by the parent/holding company if Subsidiary company was qualified on the strength of parent/holding company.

APPENDIX-I

Form 16. Parent/Holding Company Agreement*PARENT/HOLDING COMPANY AGREEMENT*

(To be executed on non-judicial Stamp paper of appropriate value)

(For sole Bidder)

THIS AGREEMENT IS MADE on this the..... day of between the UPDCC Ltd. Company registered under the Companies Act, 2013 having its Registered Office at P-4/15, Yamuna colony, Chakrata Road, Dehradun - 248001 (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and assigns) of the one part; and(name of Parent/holding Company) a company organized and existing under the laws of..... and having its Principal Office at (Hereinafter referred to as the "Parent/holding Company" which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and assigns) of the other part;

WHEREAS on the Parent/holding Company's commitment to provide full support for technical and financial requirements and be responsible and liable for successful completion of the works being awarded to M/s..... (name of Subsidiary Company) and further agreeing to enter into a separate agreement with the Owner besides furnishing an additional Performance Bank Guarantee of value equivalent to 3% of the Contract Price, the Owner has entered into a Contract with M/s (hereinafter referred to as the "Bidder" which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and permitted assigns) for the **Selection of Owner's Engineer & Project Management Consultant for Owner's Engineer & and Project Management Consultancy (OE&PMC) Services for Dam Contract of Jamrani Dam Multipurpose Project over Gola river at Jamrani village in Distt Nainital of Uttarakhand State.**(hereinafter referred to as the "Contract").

And whereas, in consideration of the aforesaid commitment, the Parent/holding Company hereby enters into this agreement with the Owner for providing full support for technical and financial requirements to the Bidder and be responsible and liable for successful performance and completion of the works described in the said Contract on the following terms and conditions:

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement except where the context otherwise requires, the following expressions shall have the meaning hereinafter respectively assigned to them:
2. "Contract" shall mean the Contract dated entered into between the Owner and the Bidder for the execution of the Work described therein for **Selection of Owner's Engineer & Project Management Consultant for Owner's Engineer & and Project Management Consultancy (OE&PMC) Services for Dam Contract of Jamrani Dam Multipurpose Project over Gola river at Jamrani village in Distt Nainital of Uttarakhand State.**Uttarakhand
- 3.(a) The Parent/holding Company hereby agrees to the Owner to ensure due and faithful performance of the obligations and liabilities by the Bidder under the Contract and remain

responsible to irrevocably and unconditionally provide full technical and financial support to the Bidder for completion of the works covered under the Contract. The provisions of Contract shall mutatis-mutandis apply to the Parent/holding Company.

3. (b) In the event of breach and/ or failure on the part of the Bidder to perform or fulfill any of its obligations and liabilities under the Contract, the Owner may at its discretion call upon the Parent/holding Company and the Parent/holding Company shall be obliged to execute and perform or cause to be executed and performed and to satisfy the obligations and liabilities of the Bidder under the Contract in accordance with the terms and conditions thereof without prejudice to any other right or remedy, besides encashing the Bank guarantee(s).

- 3(c) The Parent/holding Company shall indemnify and keep indemnified and harmless the Owner at all times against any loss, damage, cost charge and expense whatsoever that may be suffered or incurred by or caused to the Owner on account of such breach.

- 3(d) It shall not be necessary for the Owner to proceed against the Bidder before proceeding against the Parent/holding Company and the Parent/holding Company shall be liable to fulfill its obligations and liabilities hereunder notwithstanding the Owner having undertaken any proceedings and/or obtaining any security from the Bidder for the performance of its obligations under the Contract. In order to give affect to this Agreement, the Owner may at its option be entitled to act as if the Parent/holding Company was the Bidder for successful completion of the works.

In the event, qualification of the Bidder/Subsidiary Company is considered on the credentials of another Subsidiary/Group Company under the same Apex 'Parent/holding Company' and due to any reason whatsoever, 'Parent/holding Company' or any other Group Company wants to divest its investment in the direct or indirect subsidiary (ies) as a result of which any of these companies may not remain subsidiary (ies) of the 'Parent/holding Company' then the 'Parent/holding Company' undertakes to ensure the performance of the works by arranging the required inputs in case of failure of Subsidiary Company.

- 3(e) However, where the Bidder disputes the occurrence of a breach under the Contract and if such dispute is referred to arbitration in terms of Conditions of the Contract, the Bidder is obliged to carry on the works under the Contract. In case, during the pendency of the dispute in arbitration, the Bidder does not carry on the work satisfactorily, the Owner by notice to the Parent/holding Company shall be entitled to invoke this Agreement, as if a breach had occurred for the purpose of Clause 3(b) hereinabove.

4. It is agreed that the obligations undertaken by the Parent/holding Company hereunder shall be performed by it notwithstanding any difference or dispute between the Owner and the Bidder pending before any court, tribunal, arbitration or any other authority or forum.
5. This Agreement shall come into force and effect upon the Commencement Date of the Contract and shall remain in force and effective till the completion of the assignment.
6. Notification Period by the Owner pursuant to the Conditions for the Contract.

7. This guarantee is in addition to and without prejudice to the securities offered by and on behalf of Bidder to the Owner and all rights and remedies in respect thereof be reserved. This guarantee shall be a continuing guarantee and be in force notwithstanding discharge of Bidder by operation of any law or insolvency /bankruptcy /winding up/dissolution of the Bidder.
8. The Owner shall have the full liberty from time to time to vary any of the terms and conditions of the Contract by mutual agreement between the Owner and the Bidder and to extend time for performance thereunder by the Bidder or any other party thereto in accordance with the terms of the Contract and / or to postpone for any time and from time to time any of the powers exercisable by the Owner against the Bidder and either to enforce or forebear from enforcing any of the terms and conditions of the Contract and/or the securities available to the Owner from the Bidder and the Parent/holding Company shall not be released from its obligations and liabilities under this Agreement in any manner whatsoever by any exercise by the Owner of the liberty and / or the rights with reference to the matters as aforesaid or by reason of time being given to the Bidder or any other act of forbearance, waiver or omission on the part of Owner or any indulgence by the Owner to the Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Parent/holding Company from its obligations and liabilities hereunder.
9. Nothing contained in this Agreement shall be construed or interpreted in any way as modifying or amending or relieving in any manner whatsoever the Bidder from their obligations under the Contract.
10. This Agreement shall be interpreted and be governed under the Law of India.
11. Any dispute or difference which may arise between the parties out of or in connection with this Agreement and which the Parties are unable to settle amicably shall be settled by reference to arbitration as per General/Particular Conditions of Contract. The courts of Haldwani/Nainital shall have exclusive jurisdiction provided however that any award made in such arbitration shall be enforceable in any court of competent jurisdiction.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS HEREUNTO ON THE..... DAY MONTH ANDYEAR FIRST ABOVE WRITTEN AT HALDWANI.

For and on behalf of the Owner

(through authorized representative)

Witnesses:

1. _____ (Signatures)

(Name & Address)

2. _____ (Signatures)

(Name & Address)

* Strike out the form, if not applicable by the bidder.

(Notarized by Notary Public)

For and on behalf of the Parent/holding Company

(through duly authorized representative)

Witnesses:

1. _____ (Signatures)

(Name & Address)

2. _____ (Signatures)

(Name & Address)

APPENDIX-I

Form 17. Parent/Holding Company Agreement

PARENT/HOLDING COMPANY AGREEMENT

(To be executed on non-judicial Stamp paper of appropriate value)

(For Consortium)

THIS AGREEMENT IS MADE on this the..... day of between the UPDCC Limited, a Company registered under the Companies Act, 2013 having its Registered Office at P-4/15, Yamuna colony, Chakrata Road, Dehradun - 248001 (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and assigns) of the one part; and.....(name of Parent/holding Company) a company organized and existing under the laws of and having its Principal Office at.....(Hereinafter referred to as the "Parent/holding Company" of the Consortium Partner M/swhich expression shall unless repugnant to the subject or context or meaning thereof include its respective successors, administrators, executors and assigns) of the other part;

WHEREAS on the Parent/holding Company's commitment to provide full support for technical and financial requirements and be responsible and liable for successful completion of the scope of works of M/s(name of Subsidiary Company) being awarded to lead Partner M/s_, the Owner has entered into a Contract with the Consortium comprising M/s..and M/s____(hereinafter referred to as the "Bidder" which expression shall unless repugnant to the subject or context or meaning thereof include their successors, administrators, executors and permitted assigns) for the **Selection of Owner's Engineer & Project Management Consultant for Owner's Engineer & and Project Management Consultancy (OE&PMC) Services for Dam Contract of Jamrani Dam Multipurpose Project over Gola river at Jamrani village in Distt Nainital of Uttarakhand State** (hereinafter referred to as the "Contract").

And whereas, in consideration of the aforesaid commitment, the Parent/holding Company hereby enters into this agreement with the Owner for providing full support for technical and financial requirements to its Subsidiary M/s and be responsible and liable for successful performance and completion of the works described in the said Contract on the following terms and conditions:

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement except where the context otherwise requires, the following expressions shall have the meaning hereinafter respectively assigned to them:
2. "Contract" shall mean the Contract dated entered into between the Authority and the Bidder for the execution of the Work described therein **Selection of Owner's Engineer & Project Management Consultant for Owner's Engineer & and Project Management Consultancy (OE&PMC) Services for Dam Contract of Jamrani Dam Multipurpose Project over Gola river at Jamrani village in Distt Nainital of Uttarakhand State**

- 3.(a) The Parent/holding Company hereby agrees to the Owner to ensure due and faithful performance of the obligations and liabilities by M/s
(name of Subsidiary Company) under the Contract and remain responsible to irrevocably and unconditionally provide full technical and financial support to M/s (name of Subsidiary Company) for completion of the works covered under the Contract. The provisions of Contract shall mutatis- mutandis apply to the Parent/holding Company.
3. (b) In the event of breach and/ or failure on the part of M/s (name of Subsidiary Company) to perform or fulfill any of its obligations and liabilities under the Contract, the Owner may at its discretion call upon the Parent/holding Company and the Parent/holding Company shall be obliged to execute and perform or cause to be executed and performed and to satisfy the obligations and liabilities of the Bidder under the Contract in accordance with the terms and conditions thereof without prejudice to any other right or remedy, besides enjoining the Bank guarantee(s).
- 3(c) The Parent/holding Company shall indemnify and keep indemnified and harmless the Owner at all times against any loss, damage, cost charge and expense whatsoever that may be suffered or incurred by or caused to the Owner on account of such breach.
- 3(d) It shall not be necessary for the Owner to proceed against the Bidder before proceeding against the Parent/holding Company and the Parent/holding Company shall be liable to fulfill its obligations and liabilities hereunder notwithstanding the Owner having undertaken any proceedings and/or obtaining any security from the Bidder for the performance of its obligations under the Contract. In order to give effect to this Agreement, the Owner may at its option be entitled to act as if the Parent/holding Company was the Bidder for successful completion of the works.
- In the event, qualification of the Bidder/Subsidiary Company is considered on the credentials of another Subsidiary/Group Company under the same Apex 'Parent/holding Company' and due to any reason whatsoever, 'Parent/holding Company' or any other Group Company wants to divest its investment in the direct or indirect subsidiary (ies) as a result of which any of these companies may not remain subsidiary (ies) of the 'Parent/holding Company' then the 'Parent/holding Company' undertakes to ensure the performance of the works by arranging the required inputs in case of failure of Subsidiary Company.
- 3(e) However, where the Bidder disputes the occurrence of a breach under the Contract and if such dispute is referred to arbitration in terms of Conditions for the Contract, the Bidder is obliged to carry on the works under the Contract. In case, during the pendency of the dispute in arbitration, the Bidder does not carry on the work satisfactorily, the Owner by notice to the Parent/holding Company shall be entitled to invoke this Agreement, as if a breach had occurred for the purpose of Clause 3(b) hereinabove.
4. It is agreed that the obligations undertaken by the Parent/holding Company hereunder shall be performed by it notwithstanding any difference or dispute between the Owner and the Bidder pending before any court, tribunal, arbitration or any other authority or forum.
5. This Agreement shall come into force and effect upon the Commencement Date of the Contract and shall remain in force and effective till the completion of the assignment.
6. This guarantee is in addition to and without prejudice to the securities offered by and on behalf of Bidder to the Owner and all rights and remedies in respect thereof be reserved. This guarantee shall be a continuing guarantee and be in force notwithstanding discharge of Bidder by operation of any law or insolvency /bankruptcy /winding up/dissolution of the Bidder.
7. The Owner shall have the full liberty from time to time to vary any of the terms and conditions of the Contract by mutual agreement between the Owner and the Bidder and to extend time for performance thereunder by the Bidder or any other party thereto in accordance with the terms of the Contract and / or to postpone for any time

and from time to time any of the powers exercisable by the Owner against the Bidder and either to enforce or forebear from enforcing any of the terms and conditions of the Contract and/or the securities available to the Owner from the Bidder and the Parent/holding Company shall not be released from its obligations and liabilities under this Agreement in any manner whatsoever by any exercise by the Owner of the liberty and / or the rights with reference to the matters as aforesaid or by reason of time being given to the Bidder or any other act of forbearance, waiver or omission on the part of Owner or any indulgence by the Owner to the Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Parent/holding Company from its obligations and liabilities hereunder.

8. Nothing contained in this Agreement shall be construed or interpreted in any way as modifying or amending or relieving in any manner whatsoever the Bidder from their obligations under the Contract.
9. This Agreement shall be interpreted and be governed under the Law of India.
10. Any dispute or difference which may arise between the parties out of or in connection with this Agreement and which the Parties are unable to settle amicably shall be settled by reference to arbitration as per General/Particular Conditions of Contract. The courts of Haldwani/Nainital shall have exclusive jurisdiction provided however that any award made in such arbitration shall be enforceable in any court of competent jurisdiction.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS HEREUNTO ON THE..... DAY MONTH ANDYEAR FIRST ABOVE WRITTEN AT HALDWANI.

For and on behalf of the Owner

(through authorized representative)

Witnesses:

1. _____ (Signatures)

(Name & Address)

2. _____ (Signatures)

(Name & Address)

For and on behalf of the Parent/holding Company

(through duly authorized representative)

Witnesses:

1. _____ (Signatures)

(Name & Address)

2. _____ (Signatures)

(Name & Address)

* Strike out the form, if not applicable for the bidder

(To be Notarized by Notary Public)

APPENDIX – II FINANCIAL PROPOSAL

Form – 1 Covering Letter
(On Applicant's letter head)

(Date and Reference)

To

The Deputy General Manager-III,
Project Implementation Unit Jamrani,
Jamrani Irrigation Colony, Damuwadhunga,
Haldwani Nainital, Uttarakhand
Email: piujamrani@gmail.com

Dear Sir,

Sub: RFP for Selection of Owner's Engineer & Project Management Consultant for Owner's Engineer & Project Management Consultancy services for Contract of Jamrani Dam Multipurpose project over Gola river at Jamrani village in Distt Nainital of Uttarakhand State.

I, _____ (Applicant's name) herewith enclose the Financial Proposal for selection of my firm as Consultant for above assignment.

I agree that this offer shall remain valid for a period of 120 (One Hundred Twenty) days from the Proposal DueDate or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized
signatory)

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

APPENDIX - II

Form-2-Cost of Services

(See Clause 2.1.2)

Financial Proposal

Assignment Name: RFP for Selection of Owner's Engineer & Project Management Consultant for Owner's Engineer & Project Management Consultancy services for Contract of Jamrani Dam Multipurpose project over Gola river at Jamrani village in Distt Nainital of Uttarakhand State.

Item No.	Description	Amount (in Rs)					
		Year 1	Year 2	Year 3	Year 4	Year 5	Total
I.	BASIC COST OF SERVICES (excluding GST) Part A Part B						
II.	GST*						
III.	TOTAL COST OF THE CONSULTANCY (I+II) (including GST)						

*GST will be as per prevailing law

Notes:

1. No escalation on any account will be payable on the above amounts during the duration of the agreement.
2. The financial evaluation shall be based on the above Financial Proposal. The basic cost in Item I shall, therefore, be the amount for purposes of evaluation.
3. The basic cost of services quoted shall be inclusive of all taxes (except GST), incidentals, overheads, printing and binding of reports, expenditure related to presentations to be made during the execution of the assignment, boarding and lodging, travelling expenses, sundries, all other items involving expenditure for execution of this assignment.
4. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding

taxes if any.

5. The Selected Consultant shall be the first ranked Applicant (having the highest combined score).
6. Any other charges not shown here are considered to have been included in the above costs.
7. The applicable service tax will be paid by Authority administering this consultancy assignment as per the bills submitted by the consultant.
8. In case Authority administering this consultancy assignment decides to abandon the project for any reason, the payment of the consultant shall be restricted up to the Stage the services have actually been provided by the Consultant. Fee structure and payment terms shall remain strictly as indicated above.
9. The payments shall be made to the Consultant after approval of the deliverables by Authority administering this consultancy assignment
10. The payments shall be made to the consultant after submission of Invoice (in duplicate) along with advance stamp receipt.
11. The above quoted fee shall include all expenses and out of pocket expenses, etc. to be incurred by the Consultant to complete the assignment.
12. Wherever required by applicable laws, Authority Administering this consultancy assignment shall deduct taxes at source, from the amounts payable, and shall provide to the Consultant the appropriate tax deduction certificate evidencing payment of such taxes.
13. A separate sheet detailing the cost of various components involved in the assignment is desirable to enable consultant fees to be paid in accordance to the work actually executed or as decided by THE AUTHORITY.
14. Service of the consultant during defect liability period shall be extended based on mutually agreed terms and conditions.

I agree that this offer will be subject to the Terms & Conditions mentioned in the RFP.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

APPENDIX- III

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE AUTHORITY

Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by THE AUTHORITY, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by THE AUTHORITY. For example, administrative support, office space, local transportation, equipment, data, back ground reports, etc., if any}