

**Provision of Consultancy Services for carrying out
“Study of Status of Investment by Private Sectors in respect of
Tourism in Meghalaya”.**

**REQUEST FOR PROPOSAL
For
Selection of Consultants**

RFP Identification No: **NEDFi/TEDF/174/1409**
Date- 14/09/2022



**North Eastern Development Finance Corporation Ltd. (NEDFi)
NEDFi House
G S Road, Dispur, Guwahati 781 006**

TABLE OF CONTENTS

Sl. No.	Particulars	Page No.
1.	Disclaimer	1
2.	Section 1. Letter of Invitation	2
3.	Section 2. Information to Consultants	4
	Part I – Standard Information	4
	Part II - Data Sheet	16
4.	Section 3. Technical Proposal-Standard Forms	20
5.	Section 4. Financial Proposal–Standard Forms	33
6.	Section 5. Terms of Reference	39
	Part I – Objective & Scope of work	40
	Part II –TOR related Information	42
7.	Section 6. Standard Form of Contract	44
8.	Section 7. Power of Attorney to Sign Proposal	71
9.	Section 8. Check List	73

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to Applicant(s) by North Eastern Development Finance Corporation Ltd. (NEDFi) or on its behalf by any of its Officers or Staff Members, is provided to Applicant(s) on the terms and conditions set out in this RFP document and other terms and conditions on which information may be subsequently provided.

This RFP is not an agreement and is neither an offer nor invitation by the NEDFi to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFP.

This RFP includes statements, which reflect various assumptions and assessments arrived at by NEDFi in relation to the said work for **Provision of Consultancy Services for carrying out "Study of Status of Investment by Private Sectors in respect of Tourism in Meghalaya"**. Such assumptions, assessments and statements may not contain all the information that each Applicant may require. Hence, each Applicant should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

NEDFi, its Officers and Staff Members make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

NEDFi may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application; including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NEDFi or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and NEDFi shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or in submission of the Application, regardless of the conduct or outcome of the Bidding Process.

The issue of this RFP does not imply that NEDFi is bound to select or to appoint the selected Bidder for the aforesaid work and NEDFi reserves the right to reject all or any of the Applications without assigning any reasons whatsoever.

Section 1
Letter of Invitation



North Eastern Development Finance Corporation Ltd. (NEDFi)
NEDFi House
G S Road, Dispur, Guwahati 781 006

Reference No: NEDFi/TEDF/174/ 1409	Dated: 14/09/2022
Title: Provision of Consultancy Services for carrying out "Study of Status of Investment by Private Sectors in respect of Tourism in Meghalaya."	

1. North Eastern Development Finance Corporation Ltd. (NEDFi) is administering the Techno-Economic Development Fund (TEDF) on behalf of the Government of India.
2. The study proposal on "**Study of Status of Investment by Private Sectors in respect of Tourism in Meghalaya**" was placed during the 26th Executive Committee meeting for consideration wherein the committee approved the study.
3. As the administrator of the TEDF, NEDFi had invited Expression of Interest (EoI) to provide the following services: "**Study of Status of Investment by Private Sectors in respect of Tourism in Meghalaya**". More details on the services are provided in the Terms of Reference in this RFP document.
4. Pursuant to your Application in response to our Notice Inviting Expression of Interest (EOI) published on June 02, 2022 for Provision of Consultancy Services for carrying out "**Study of Status of Investment by Private Sectors in respect of Tourism in Meghalaya**", your organisation has been shortlisted as a Bidder, in accordance with the provisions of the EOI for the aforesaid project.
5. You are now invited to submit your proposal as per the Instructions to Consultants contained in Section 2 of this RFP document.
6. A firm will be selected under a transparent bidding process based on **Combined Quality Cum Cost Based System (CQCCBS)** and as per the procedures described in this RFP document.
7. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6- Standard Form of Contract
 - Section 7 – Power of Attorney to Sign Proposal
 - Section 8 – Check List

8. Upon receipt of this Letter of Invitation; please inform us in writing at the following address: Asst. General Manager (TEDF), North Eastern Development Finance Corporation Ltd., NEDFi House, G.S. Road, Dispur, Guwahati-781 006:
 - (a) That you received the Letter of Invitation and RFP document; and
 - (b) That you will submit the Proposal by the Date and Time indicated in Part II of the Information to Consultants (titled 'Project Specific Information').
9. Please note that North Eastern Development Finance Corporation Ltd. (NEDFi) reserves the right to accept or reject all or any of the bids without assigning any reasons whatsoever.

Yours sincerely,

**Asstt. General Manager (TEDF),
North Eastern Development Finance Corporation Ltd. (NEDFi),
NEDFi House,
G S Road, Dispur, Guwahati 781 006**

Section 2 Information to Consultants

Part I

Standard Information

1. Definitions

- (a) '**Employer**' means North Eastern Development Finance Corporation Ltd. which has invited the Bids for Consultancy Services and with which the selected Consultant signs the Contract for the Services and to which the selected Consultant shall provide services as per the Terms and Conditions and Terms of Reference of the Contract.
- (b) '**Consultant**' means any entity or person or associations of person who have been short-listed to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (c) '**Contract**' means the Contract signed by the Parties and all the attached documents listed in its Clause 1, including the General Conditions of Contract (GCC), the project Specific Conditions of Contract (SCC), and the Appendices thereto.
- (d) '**Project Specific Information**' means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) '**Day**' means calendar day.
- (f) '**The State Government**' means the Government of Assam unless specified otherwise.
- (g) '**Instructions to Consultants**' (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their proposals.
- (h) '**LOI**' (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the shortlisted Consultants.
- (i) '**Personnel**' means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; 'Foreign Personnel' means such professionals and support staff who at the time of being so provided had their domicile outside India; 'Domestic Personnel' means such professionals and support staff who at the time of being so provided had their domicile in India.
- (j) '**Proposal**' means the Technical Proposal and the Financial Proposal. The term 'Bid' is used interchangeably at times to mean the 'Proposal'.
- (k) '**RFP**' means the Request for Proposal prepared by the Employer for the selection of Consultants.
- (l) '**Assignment / Job**' means the work to be performed by the Consultant pursuant to the Contract.
- (m) '**Sub-Consultant**' means any person or entity with whom the Consultant subcontracts any part of the Assignment / Job.
- (n) '**Terms of Reference**' (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment / Job.

2. Introduction

- 2.1 The Employer named in the Part II (Data Sheet) will select a consulting firm/organization (the Consultant) from those to whom the LOI has been addressed, in accordance with the method of selection specified in the Part II (Data Sheet).
- 2.2 The name of the consulting Assignment / Job has been mentioned in Part II (Data Sheet). The detailed scope of the Assignment / Job has been described in the Terms of Reference in Section 5.
- 2.3 The date, time and address for submission of the Proposals have been given in Part II (Data Sheet).
- 2.4 Consultants are invited to submit their Proposal, for the above Assignment / Job. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

2.5 Due Diligence

The Consultants are expected to examine all instructions, terms and specifications stated in this RFP. The Proposal shall be deemed to have been submitted after careful study and examination of this RFP document. The Proposal should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Consultant's risk and may result in rejection of the Proposal. Also the grounds for rejection of Proposal should not be questioned after the final declaration of the Bid Process.

The Consultants are requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, then the Consultant should seek necessary clarifications as provided in this Section at Clause No 4.

- 2.6 The Consultants are advised to obtain first-hand information on the Assignment / Job and the local conditions. They are advised to meet the Employer's representative named in Part II (Data Sheet) before submitting a Proposal and to attend a **Pre-bid Meeting if one is** specified in the Part II (Data Sheet). Attending the Pre-bid Meeting is optional. The Consultants should contact the Employer's representative to confirm for their visit or to obtain additional information on the Pre-bid Meeting. The Consultants should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements. However, the Consultants have to arrange for their stay and make all associated travel at their own cost.
- 2.7 The Employer will provide at no cost to the Consultants the inputs and facilities specified in the Part II (Data Sheet), assist the consultants in obtaining licenses and permits needed to carry out the Assignment / Job, and make available relevant project data and reports as available to the Employer.
- 2.8 The Consultants shall bear all costs associated with the preparation and submission of their Proposals and Contract negotiation. The Employer is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

3. Eligibility of Association of Consultants and Sub-Consultants

- 3.1 Consultants who do not individually fulfill the qualifying requirements indicated or wish to enhance their qualification and expertise for the assignment can associate with other Consultants and /or Individual Experts and form Joint Venture/Consortium at the time of submission of Proposal. However, in no case the Joint Venture/Consortium shall have more than 3 (three) partners.
- 3.2 If the Consultant had formed an **Association of Consultants**, each member of the Association of Consultants shall be evaluated as per the Qualification/ Eligibility Criteria set forth in Part II (Data Sheet). The average of the combined score of the each member of the Association of Consultants shall be taken into account for evaluation purpose.
- 3.3 However, the Lead Member of the Association of Consultants shall be the Consultant who has been short-listed by the Employer. **The Employer shall deal with only the Lead Member for the purpose of this Assignment.** Although the Contract shall be signed by all the members of the Association of Consultants, the Lead Member of the Association of Consultants shall be responsible and liable to the Employer for every aspects of their Proposal, Contract etc.
- 3.4 If any member of the Association of Consultants is dropped at the presentation stage, such an Association of Consultants is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short-listing such Association of Consultant without considering the strength of the dropped member and if found eligible, may allow such Association of Consultant.

4. Clarification and Amendment of RFP Documents

- 4.1 The Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II (Data Sheet) before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in Part II (Data Sheet).
- 4.2 The Employer will respond in writing, or by standard electronic means and will upload the response in the NEDFi Website (including an explanation of the query but without identifying the source of inquiry). Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Paragraph 4.3 below.
- 4.3 At any time before the Submission of Proposals, the Employer may amend the RFP by issuing an Addendum through NEDFi website. To give Consultants reasonable time in which to take an Amendment into account in their Proposals the Employer may, if the Amendment is substantial, extend the deadline for the submission of Proposals. Consultants whose proposals have already been received as per the old format shall be given an additional time of 15 (fifteen) days from the date of issue of Addendum to resubmit their amended proposals.

5. Conflict of Interest

- 5.1 The Employer requires that the Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignments / Jobs or their own corporate interests and act without any consideration for future work.

5.2 Without limitation on the generality of the foregoing, Consultants, and any of their Affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- (i) *Conflicting Activities*: A firm that has been engaged by the Employer to provide goods, works or any other assignment / job other than a consulting assignment / job for a Project, shall be disqualified, along with all its affiliates, from providing consulting assignment / job related to those goods, works or other assignment / job.

Conversely, a firm hired to provide consulting assignment / job for the Preparation or Implementation of a Project, shall be disqualified, along with all its affiliates, from subsequently providing goods or works or assignment / job other than consulting assignment / job resulting from or directly related to the firm's consulting assignment / job for such preparation or implementation. For the purpose of this paragraph, assignment / job other than consulting assignment / job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography and satellite imagery.

- (ii) *Conflicting Assignment / Job*: A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment / job that, by its nature, may be in conflict with another assignment / job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall *not* be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an Employer in the privatization of public assets shall neither purchase nor advice purchasers of such assets.
- (iii) *Conflicting Relationships*: A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the Assignment / Job, (b) the selection process for such Assignment/job, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

5.3 The Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard Forms of the Technical Proposal provided herewith. If the Consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of Assignment / Job.

5.4 No Agency or serving employees of the Employer shall work as Consultants or Sub-Consultants under their own Department.

6. Unfair Advantage

6.1 If a short-listed Consultant could derive a competitive advantage from having provided consulting Assignment / Job related to the Assignment / Job in question and which is not defined as Conflict of Interest as per Paragraph No. 5 at above, then the Employer shall make available to all short-listed Consultants together with this RFP all information that

would in that respect give such Consultant any competitive advantage over competing Consultants.

7. Proposal

- 7.1 The Consultants may each submit one Proposal only. If a Consultant submits or participates in more than one Proposal, then such Proposals shall be disqualified.

8. Validity of Proposal

- 8.1 The Part II (Data Sheet) to Consultant indicates how long the Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the Financial Proposal unchanged.
- 8.2 The Employer will make its best effort to complete negotiations within this period. Should the need arise; however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their Financial Proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for Contract award.
- 8.3 Consultants, who do not agree, have the right to refuse to extend the validity of their Proposals. Under such circumstance, the Employer shall not consider the Proposal of such Consultants for further evaluation.

9. Preparation of Proposals

- 9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Consultants. For purposes of interpretation of the documents, the English translation shall govern.
- 9.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 9.3 **Technical Proposal:** While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) The estimated number of months for the Assignment / Job is as shown in the Part II (Data Sheet). However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the Proposal, the Consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the Proposal shall be considered as non-responsive.
 - (b) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position mentioned.
- 9.4 Depending on the nature of the Assignment / Job, Consultants are required to submit a

Technical Proposal in Forms provided in Section 3. The Part II (Data Sheet) in Section 2 indicates the Forms of the Technical Proposal to be submitted. **Submission of the Technical Proposal in any other format will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (i) using the attached Standard Forms given in Section 3.

- (a) **Form Tech-1:** Form Tech-1 in Section 3 is a sample letter of Proposal which is to be submitted along with the Technical Proposal.
- (b) **Form Tech-2:** A brief description of the Consultant's organization and in the case of an Association of Consultants, of each member of the Association of Consultants, will be provided in Form Tech-2. In the same Form, the Consultant or in the case of an Association of Consultants, each member will provide details of experience of assignments which are similar to the proposed assignment/ job as per the Terms of Reference. For each Assignment / Job, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the Assignment/ Job, contract amount and the Consultant's involvement. Information should be provided only for those Assignment / Jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignments / jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the Proposal.
- (c) **Form Tech-3:** Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment / Job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the Employer (Form Tech-3 of Section 3).

The Employer is not bound to accept such comments and suggestions.

- (d) **Form Tech-4:** A description of the approach, methodology and work plan for performing the Assignment / Job covering the following subjects: technical approach and methodology, and work plan. Guidance on the content of this section of the Technical Proposals is provided under Form Tech-4 of Section 3. The work plan should be consistent with the Work Schedule (Form Tech-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (e) **Form Tech-5:** The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks is to be provided in Form Tech-5 of Section 3. The organization and staffing schedule should be indicated here, consistent with the Work Plan indicated in Form Tech-4 and Work Schedule given in Form Tech-8.

The following categories of key personnel must be included in the above team:

- (a) **Team Leader:** Post-graduation qualification in any discipline and at least 15 yrs experience with 5 yrs as Team Leader.

- (b) **Tourism and Travel Management Expert:** Post graduation qualification in Tourism & Travel management with 10 years' experience in similar works.
- (c) **Human Resource Management Expert:** Post graduation qualification in Hospitality Management/ Logistic/ Human Resource with 10 years' experience in similar works related to service sector of tourism industry.
- (d) **Marketing Expert:** Post-graduation qualification in marketing management with 10 years' experience in similar works like E-Commerce, Digital/other IT tools for marketing etc.
- (e) **Economics/Statistics Expert:** Post-graduation qualification in Economics/Statistics with 10 years' experience in similar works.
- (f) **Form Tech-6:** The CVs of the Professional staff as mentioned in Paragraph No 9.4 (e) above signed by the staff themselves or by the authorized representative of the Professional Staff shall be furnished as per Form Tech-6 of Section 3.
- (g) **Form Tech-7:** The Estimates of the staff input needed to carry out the Assignment / Job needs to be given in Form Tech-7 of Section 3. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.
- (h) A detailed description of the proposed methodology and staffing for training needs to be given, if the Part II (Data Sheet) specifies training as a specific component of the Assignment / Job.

The proposed methodology should clearly indicate how the various items given in the Scope of Work (as given at Section 5, including the Appendix thereto) are planned to be accomplished. The staff inputs and work plan should be linked with the methodological steps, specifying the resources planned to be utilized and the time required for the various steps.

- (i) Other Forms in Technical Proposal as specified in Part II (Data Sheet) and detailed under Section 3.

9.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

9.6 **Financial Proposal:** The Financial Proposal shall be prepared using the attached Standard Forms given at Section 4. It shall list all costs associated with the Assignment / Job, including (a) remuneration for staff and (b) reimbursable expenses indicated in the Part II (Data Sheet). All prices shall be expressed in Indian Rupees only.

It is necessary that these costs should be broken down by activity appropriately linked with the proposed methodology, staffing and work plan indicated in the Technical Proposal.

9.7 The Financial Proposal shall not include any conditions attached to it and any such conditional Financial Proposal shall be rejected summarily.

9.8 **Number of Copies to be submitted:** As follows:

- **Technical Proposal** - Original and 10 (ten) copies; and
- **Financial Proposal** – Original copy.

The above are to be submitted as per Paragraph No. 13 (Submission, Receipt, and Opening

of Proposal') of this section.

10. Taxes

10.1 The Consultants shall fully familiarize themselves about the applicable to domestic taxes (such as: value added or sales tax, service tax or income taxes, duties, fees, levies etc. of the Government of India, State Governments, Local Bodies etc.) on amounts payable by the Employer under the Contract.

All such taxes must be included by the Consultant in the Financial Proposal.

11. Currency

11.1 The Consultants shall express the price of their Assignment / Job in Indian Rupees only.

11.2 All payments will be made in Indian Rupees only.

12. Earnest Money Deposit (EMD)

12.1 Earnest Money Deposit (EMD)

(a) An EMD of Rs. 50,000/- (Rupees Fifty Thousand only), in the form of Demand Draft or Bankers Cheque drawn on a scheduled Commercial Bank and in favor of 'North Eastern Development Finance Corporation Ltd.' (the Employer) and payable at Guwahati, Assam must be submitted along with the Proposal.

(b) **Any Proposal not accompanied by EMD shall be rejected as non-responsive.**

(c) No interest shall be payable by the Employer for the sum deposited as Earnest Money Deposit.

(d) No Bank Guarantee shall be accepted in lieu of the Earnest Money Deposit.

(e) The EMD of the unsuccessful Consultants would be returned back within one month of signing of the Contract to this effect.

12.2 The EMD shall be forfeited by the Employer in the following events:

(a) If Proposal is withdrawn during the validity period or any extension agreed by the Consultant thereof.

(b) If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.

(c) If the Consultant tries to influence the Evaluation Process.

13. Submission, Receipt, and Opening of Proposal.

13.1 An authorized representative of the Consultants shall sign all pages of the original Technical and Financial Proposals marked as 'ORIGINAL COPY' and the remaining copies can be a photocopy of the original copy and marked as 'FIRST COPY', 'SECOND COPY', 'THIRD COPY' etc. as appropriate as per Data Sheet Part II.

The authorization shall be in the form of a written Power of Attorney (as per format in Section 7) accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

13.2 The Proposals, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The

person who signed the Proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of Tech-1 of Section 3, and Fin-1 of Section 4.

The original and the 10 (ten) copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" followed by the name of the Assignment/job. Similarly, the original Financial Proposal shall be placed in a separate sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. The EMD shall be placed in a separate sealed envelope clearly marked "EARNEST MONEY DEPOSIT" followed by the name of the Assignment/job. The Consultant shall prepare another envelope, which would contain the signed RFP, carefully signing each page of the documents and enclosing it in another envelope clearly marked as "SIGNED RFP".

- 13.3 The Four (4) separate sealed envelopes containing the (i) Technical Proposals, (ii) Financial Proposal, (iii) EMD (**A letter mentioning the account number, Name (as it appears in the account), Name of bank with detail address of the Branch, IFSC Code etc. of the firm should also be enclosed to enable the Employer to credit back the amount, in case the firm is not selected**) and (iv) Signed RFP shall be placed into an outer envelope and sealed. This outer envelope shall bear the name of the Assignment/Job, submission address, RFP reference number and be clearly marked "DO NOT OPEN, BEFORE [insert the time and date of the opening indicated in the Data sheet]". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a case for proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 13.4 The Proposals must be sent to the address/addresses indicated in the Data sheet II and received by the Employer no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 4.3 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.
- 13.5 Any Proposal submitted by telex / fax / e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 13.6 The Employer shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

14. Proposal Evaluation: Process & Evaluation Criteria

- 14.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- 14.2 The Internal Committee for the study will carry out the entire evaluation process with respect to this Bid.

14.3 **Evaluation of Technical Proposals:**

The evaluation criteria for the Technical Proposal shall be as defined in Part II (Data Sheet).

The Internal Committee while evaluating the Technical Proposals shall not access the Financial Proposals until the entire technical evaluation process is concluded.

The Internal Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria / sub-criteria specified in the Data Sheet.

In the first stage of Evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data Sheet for responsiveness of the proposal. In the next stage, **only responsive proposals shall be further taken up for Evaluation.**

14.4 Evaluation of the Technical Proposal will start first and at this stage the Financial Proposal will remain **unopened.**

14.5 **Public Opening & Evaluation of the Financial Proposals:**

The Financial Proposals of only those Consultants who are technically qualified (obtaining minimum qualifying marks of 60) shall be opened publicly on the date & time specified in the Data sheet, in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.

14.6 The Internal Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, the former will prevail. Similarly; in case of discrepancy between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Internal Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

14.7 After opening of Financial Proposals, the following selection method shall be applied to determine the Consultant who will be declared winner and be eligible for Award of the Contract.

Method of Selection –Combined Quality cum Cost Based System (CQCCBS)

The consultants have to make a presentation before the Employer on a date intimated by the employer. The presentation shall be focused on Technical Approach and Work Plan. The consultants shall also correlate in the presentation its past experience of the relevant project executed by them and experience and skills of the key personnel proposed to be deployed to prove its capability and preparedness to execute work adhering planned technical approach and work plan.

The inputs gathered during presentation shall be factored in evaluation of all criteria of Technical Proposal including "Adequacy of the proposed methodology and work plan" as per evaluation criteria given in Part II (Data Sheet).

The Internal Committee shall notify the consultant who have obtained 60 or above marks in evaluation of technical proposal for attending the opening of financial proposal. The price bids of only those consultants who qualify technically i.e. those who have obtained the minimum qualifying marks of 60 will be opened. The marks obtained in technical evaluation is denoted by S_T hereafter.

The financial proposals shall be opened publicly in presence of the representatives of the technically qualified consultants who choose to attend. The name of the technically qualified bidder, the quality scores, and the proposed prices shall be read aloud and recorded when the financial proposals are opened.

The financial proposals will be evaluated as below:

- Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices as below:

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

(F = amount of Financial Proposal)

(F_M = Lowest Financial Proposal)

Selection of consultant shall be made on the basis of Combined Quality Cum Cost Based System (CQCCBS). Under CQCCBS, the technical proposals will be allotted weightage of 70% while financial proposals will be allotted weightage of 30%.

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up as follows:

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

Where S is the combined score, and T_W and F_W are weights assigned to Technical proposal and Financial proposal that shall be 0.70 and 0.30 respectively. S_T is the Technical Score and the S_F is the Financial Score.

The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. The Internal Committee shall prepare the minutes of the public opening.

15. Award of Contract

15.1 The Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.

15.2 Performance Guarantee

The Employer will require the selected Consultant to provide a Performance Bank Guarantee, within 15 days from the date of issue of Letter of Intent for a value equivalent to 10% of the Total Cost of the Services.

The Performance Guarantee shall be kept valid till completion of the project. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected Consultant shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the services. In case the selected Consultant fails to submit performance guarantee within the time stipulated, the Employer at its discretion may cancel the Letter of Intent placed on the selected Consultant without giving any notice. The Employer shall invoke the performance guarantee in case the selected Consultant fails to discharge their contractual obligations during the period or Employer incurs any loss due to selected Consultant's negligence in rendering out the services as per the agreed terms of the Contract.

15.3 The selected Consultant will sign the Contract after fulfilling all the formalities / pre-conditions mentioned in the Standard Form of Contract in Section-6, within 15 days of issuance of the Letter of Intent, including furnishing the Performance Guarantee as mentioned at above.

15.4 The selected Consultant is expected to commence the Assignment / Job on the date and at the location specified in the Part II (Data Sheet).

16. Confidentiality

16.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants, who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the Award of Contract.

16.2 The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's Antifraud and Corruption policy.

17. Right to Terminate the Process

17.1 The Employer may terminate the above RFP process at any time before the Award of Contract and without assigning any reason.

17.2 The Employer makes no commitments, express or implied, that the entire bid process will result in a business transaction with any of the Consultants.

Section 2
Information to Consultants
Part II

Data Sheet (Specific to the Assignment)

Clause No.	Paragraph No. of ITC Part I	Particulars
1.	2.1	Name of the Employer: North Eastern Development Finance Corporation Ltd. (NEDFi)
2.	2.1	Method of Selection: As defined in paragraph 14.7 of Part I, and reproduced below this Table
3.	2.2	Name of the Assignment / Job is: Provision of Consultancy Services for carrying out " Study of Status of Investment by Private Sectors in respect of Tourism in Meghalaya ".
4.	2.3	Last Date & Time and address for submission of Proposal/Bid: Date: October 28, 2022 Time: 1500 hours-i.e. 3.00 pm Address: North Eastern Development Finance Corporation Ltd. (NEDFi), NEDFi House, GS Road, Dispur, Guwahati 781 006
5.	2.6	The Employer's representative is: Asstt. General Manager (TEDF) Address: North Eastern Development Finance Corporation Ltd. (NEDFi), NEDFi House, GS Road, Dispur, Guwahati 781 006 Telephone: 91 361 222 2200 Facsimile: 91 361 223 7733 / 7734 E-mail: tedf@nedfi.com
6.	2.6	A pre-bid meeting will be held: No
7.	2.7	The Employer will provide the following inputs and facilities: Letters of Introduction to contact North Eastern Council (NEC) / State Government offices / Government of India offices in the NER States to obtain other data relevant to the Assignment / Job. Cooperation of the North Eastern Development Finance Corporation Ltd. (NEDFi) in cities / town of all NER States where the Employer has establishments. No office space will be provided by the Employer to the selected Consultants at any location.
8.	3.2	Qualification / Eligibility Criteria of each member of the Association of Consultants: Each member must possess the following qualifications: (a) Total turnover: Rupees 50 lakhs or more per annum in each of the last three financial years (b) Turnover from Consultancy Assignments: Rupees twenty lakhs or more per annum in each of the last three financial years (c) Experience in Consultancy Works: Five Years (d) Experience in carrying out studies of similar nature during the last five years: one study of value not less than Rs. 10 lakhs, or, 2 studies of value not less than Rs. 5 lakhs each. (e) Experience in carrying out studies or surveys in North Eastern India in past five years: One study or survey covering any North East State. (f) Experience in carrying out studies or surveys for Government of India / State Government Ministries or Departments in the past five years: One study.

Clause No.	Paragraph No. of ITC Part I	Particulars
9.	4.1	<p>Clarifications if any, must reach the Employer on or before September 23, 2022 at 1500 hrs.</p> <p>The address for requesting clarifications is: Asstt. General Manager (TEDF) North Eastern Development Finance Corporation Ltd. (NEDFi), NEDFi House, GS Road, Dispur, Guwahati 781 006 Standard electronic means for request of clarifications - may be made to: Facsimile: 91 361 223 7733 / 7734 E-mail: tedf@nedfi.com</p>
10.	8.1	Proposals must remain valid for 120 (One hundred and Twenty) days after the submission date.
11.	9.3 (a)	<p>The estimated number of months required for the Assignment / Job is: 6 months from the date of contract.</p> <p>The Deliverables and Stages of Deliverables are given below: (a) Inception Report : Within 1 (one) month of award of the contract; (b) Mid Term Report : Within 3 (three) months of award of the contract; (c) Draft of the Final Report : Within 5 (five) months of award of the contract; and (d) Final Report: Within 6 (six) months of award of the contract.</p> <p>There will be a presentation after submission of the reports at each of the four stages mentioned at above.</p>
12.	9.4	<p>The formats of the Technical Proposal to be submitted are: Form Tech-1: Letter of Proposal Submission Form Tech-2: Consultant's Organization & Experience Form Tech-3: Comments & Suggestions on TOR Form Tech-4: Approach & Methodology Form Tech-5: Team Composition Form Tech-6: Curriculum Vitae Form Tech 7: Staffing Schedule Other Forms as per Paragraph 9.4. (i) Form Tech-8: Work Schedule Form Tech-9: Comment / modification suggested on draft contract. Form Tech-10: Information regarding any conflicting activities and declaration thereof.</p>
13.	9.4 (h)	Is Training a specific component of this Assignment / Job: No.
14.	9.6	<p>Reimbursable Expenses: Cost of Travel, Cost of Stay, Cost of food and Other Costs <u>[These shall form a part of the Financial Proposal and shall not be reimbursed separately by the Employer to the selected Consultant.]</u></p>
15.	13.4	As indicated in Clause No. 4. Of the Data Sheet
16.	12.1	An EMD of Rs. 50,000/- (Rupees Fifty Thousand only), in the form of Demand Draft or Bankers Cheque drawn on a scheduled Commercial Bank and in favor of 'North Eastern Development Finance Corporation Ltd.' (the Employer) and payable at Guwahati, Assam must be submitted along with the Proposal. In no cases, the deposit of EMD can be exempted.
17.	13.1	Consultant must submit the Original and 10 copies of the Technical Proposal, the Original of the Financial Proposal, signed RFP copy along with the EMD.

Clause No.	Paragraph No. of ITC Part I	Particulars
19.	14.7	<p><u>Procedure for Detailed Evaluation of Technical Qualifications:</u></p> <p>Criteria, sub-criteria and point system for evaluation to be followed under this procedure is as under:</p> <ul style="list-style-type: none"> (i) Specific experience of the Consultant relevant to the assignment : 10 marks out of 100 (ii) Experience in carrying out studies or surveys in North Eastern India: 7 ½ marks out of 100 (iii) Experience in carrying out studies and surveys for Government of India / State Government Ministries or Departments: 7 ½ marks out of 100 (iv) Adequacy of the proposed methodology and work plan in response to the terms of reference: 40 marks out of 100 as per the following sub-criteria: <ul style="list-style-type: none"> a) Technical approach, work plan & methodology (60%) b) Power point presentation (20%) c) Organization & Staffing (20%) (v) Suitability of the key personnel for the assignment: 35 marks as per following sub-criteria: <ul style="list-style-type: none"> a) Team Leader (10 marks) b) Tourism & Travel Expert (10 marks) c) Human Resource Management Expert (5 marks) d) Marketing Expert (5 marks) e) Economics/Statistical Expert (5 marks) <p>Qualifications and competency of each of the key professional will be evaluated separately.</p> <p>For evaluation of each of the key professionals the following sub criteria will be followed:</p> <ul style="list-style-type: none"> (a) Educational Qualifications (10% weight), (b) Professional Experience in the required area of assignment (80% weight), (c) Experience of the region (10%) <p>The consultants have to make a presentation before the Employer on a date intimated by the employer. The presentation shall be focused on Technical Approach and Work Plan. The consultants shall also correlate in the presentation its past experience of the relevant project executed by them and experience and skills of the key personnel proposed to be deployed to prove its capability and preparedness to execute work adhering planned technical approach and work plan.</p> <p>The inputs gathered during presentation shall be factored in evaluation of all criteria including "Adequacy of the proposed methodology and work plan". The minimum qualifying marks will be 60 for opening of financial bid.</p>
20.	15.4	<p>Commencement of the Assignment / Job:</p> <p>Date: Within 7 (seven) days from the date of signing of Contract</p> <p>Location of allotment of Work order: Premises of North Eastern Development Finance Corporation Ltd. (NEDFi), NEDFi House, GS Road, Dispur, Guwahati-781 006</p>

Method of Selection: Combined Quality cum Cost Based System (CQCCBS)

The consultants have to make a presentation before the Employer on a date intimated by the employer. The presentation shall be focused on Technical Approach and Work Plan. The consultants shall also correlate in the presentation its past experience of the relevant project executed by them and experience and skills of the key personnel proposed to be deployed to prove its capability and preparedness to execute work adhering planned technical approach and work plan.

The inputs gathered during presentation shall be factored in evaluation of all criteria of Technical Proposal including "Adequacy of the proposed methodology and work plan" as per evaluation criteria given in Part II (Data Sheet).

The Internal Committee shall notify the consultant who have obtained 60 or above marks in evaluation of technical proposal for attending the opening of financial proposal. The price bids of only those consultants who qualify technically i.e. those who have obtained the minimum qualifying marks of 60 will be opened. The marks obtained in technical evaluation is denoted by S_T hereafter.

The financial proposals shall be opened publicly in presence of the representatives of the technically qualified consultants who choose to attend. The name of the technically qualified bidder, the quality scores, and the proposed prices shall be read aloud and recorded when the financial proposals are opened.

The financial proposals will be evaluated as below:

- Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices as below:

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

(F = amount of Financial Proposal)

(F_M = Lowest Financial Proposal)

Selection of consultant shall be made on the basis of Combined Quality Cum Cost Based System (CQCCBS). Under CQCCBS, the technical proposals will be allotted weightage of 70% while financial proposals will be allotted weightage of 30%.

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up as follows:

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

Where S is the combined score, and T_W and F_W are weights assigned to Technical proposal and Financial proposal that shall be 0.70 and 0.30 respectively. S_T is the Technical Score and S_F is the Financial Score.

The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. The Internal Committee shall prepare the minutes of the public opening.

Section 3

Technical Proposal - Standard Forms

FORM TECH-1

LETTER OF PROPOSAL SUBMISSION

To: [Name and Address of Employer] [Location, Date]

Dear Sirs:

We, the undersigned, offer to provide consultancy services for the Assignment / Job titled "**Study of Status of Investment by Private Sectors in respect of Tourism in Meghalaya**" in accordance with your Request for Proposal No. [RFP Identification no.] We are hereby submitting our Proposal, which includes Technical Proposal, Financial Proposal sealed under a separate envelope, signed RFP and requisite EMD. The Proposal has been submitted in compliance with the Instructions to Consultants (at Section 2 of the RFP Document).

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:

Note: If a proposal is submitted by a Joint Venture/Consortium, letters of intent to form a Joint Venture/Consortium by all partners or copy of existing agreement if the Joint Venture/Consortium is already formed shall have to be attached along with this Form Tech-1

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm / entity and each Associate for this Assignment / Job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed an Association of Consultants, then details of each of the member of the consortium, name of lead members etc shall be provided]

B - Consultant's Experience

[Using the format below, provide information on each Assignment / Job for which your firm, and each member in the case of Association of Consultants, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment / Job similar to the one requested under this Assignment / Job or in the area of studies and surveys.

(If possible, the employer shall specify exact Assignment / Job for which experience details may be submitted).

In case of Association of Consultants, the consultant must furnish the following information for each of the members separately]

1. Firm's name:

1	Name of Assignment / Job:	
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees):	
1.3	Country:	
1.4	Location within Country:	
1.5	Duration of Assignment / Job (months) :	
1.6	Name of Employer:	
1.7	Address & Tel. No:	
1.8	Total No of staff-months of the Assignment / Job:	
1.9	Approx. value of the Assignment / Job provided by your firm under the contract (in Rupees):	
1.10	Start date (month/year):	
1.11	Completion date (month/year):	

1.12	Name of associated Consultants, if any:	
1.13	No of professional staff-months provided by associated Consultants:	
1.14	Name of senior professional staff of your firm involved and functions performed.	
1.15	Description of actual Assignment/job provided by your staff within the Assignment / Job:	

The following should be indicated separately:

- (i) Experience in undertaking similar studies;
- (ii) Experience in carrying out studies or surveys in North Eastern India; and
- (iii) Experience in carrying out studies or surveys for Government of India / State Government Ministries or Departments in the past five years.

Note: Please provide documentary evidence from the client i.e. copy of work order, contract for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

FORM TECH-3

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

A - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment / Job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Inputs and Facilities to be provided by the employer

[Comment here on Inputs and facilities to be provided by the Employer according to Clause No 7 of the Part II of Section 2.]

Note:

The Employer is not bound to accept such comments and suggestions.

FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following chapters:

- a) Technical Approach and Methodology, and
- b) Work Plan.
- a) Technical Approach and Methodology:

Under this heading, you should explain your understanding of the objectives of the Assignment / Job, approach to the Assignment / Job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

The proposed methodology should clearly indicate how the various items given in the Scope of Work (as given at Section 5, including the Appendix thereto) are planned to be accomplished. The staff inputs and work plan should be linked with the methodological steps, specifying the resources planned to be utilized and the time required for the various steps.

- b) Work Plan:

The consultant should **propose and justify** the main activities of the Assignment / Job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

The work plan should be consistent with the Work Schedule of Form Tech-8.

FORM TECH-5

TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Organization and Staffing

The consultant should **propose and justify** the structure and composition of your team.

[You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

Professional Staff

Sl. No.	Name of Staff	Name of Firm	Key Qualification	Area of Expertise & No. of Years of Experience.	Position Task assigned for this job

The following categories of personnel must be included in the above team:

- (a) Team Leader
- (b)** Tourism & Travel Management Expert
- (c)** Human Resource Management Expert
- (d)** Marketing Expert
- (e)** Economics/Statistical Expert

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

15. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I understand that the above CV is being furnished in connection with the Firm's Proposal for the Assignment / Job titled "**Study of Status of Investment by Private Sectors in respect of Tourism in Meghalaya**"

I declare hereby that I am physically fit and willing to undertake travel to locations in Assam and elsewhere as may be required in connection with the performance of the above assignment if the same is awarded to the Firm.

Date:

Place:

[Signature of staff member or authorized
Representative of the staff]

[Full name of authorized representative]:

FORM TECH-7

STAFFING SCHEDULE

Sl. No.	Name of Staff	Staff input (in the form of a bar chart)			Total Months
1.		1	2	3	
2.					
3.					

Note:

1. For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: clerical staff, computer operator etc.).
2. Months are counted from the start of the Assignment / Job. For each staff indicate separately staff input for home and field work.

FORM TECH-8
WORK SCHEDULE

Sl. No.	Activity	Months			Total Months
		1	2	3	
1					
2					
3					
4					

1. Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, draft and final reports), and other benchmarks such as Employer approvals.
2. Duration of activities shall be indicated in the form of a bar chart.
3. The above shall be based on the proposed Methodology and Work Plan.

FORM TECH-9

COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

FORM TECH-10

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your Firm or Group Company or any member of the Association of Consultants which are of conflicting nature as mentioned in Paragraph No. 5 of Part I of Section 2? Yes / No

If Yes, please furnish details of any such activities.

If No, please certify as follows:

We hereby declare that our Firm, our Associate / Group Firm or any of the Member of the Association of Consultants are not involved in any such activities which can be termed as the conflicting activities under the terms of Paragraph No. 5 of Part I of Section 2.

We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Section 4

Financial Proposal - Standard Forms

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide Consultancy Services for carrying out "**Study of Status of Investment by Private Sectors in respect of Tourism in Meghalaya**" in accordance with your Request for Proposal No [RFP Identification no.] dated _____ and our Technical Proposal. Our attached Financial Proposal is for the sum of Rs. _____ (Rupees _____ only).

This amount is inclusive of all the applicable taxes. We hereby confirm that the Financial Proposal is unconditional and we acknowledge that any condition attached to Financial Proposal shall result in reject of our Financial Proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph 10 of the Part II (Data Sheet) of Section 2.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM FIN-2
SUMMARY OF COSTS

Sl. No.	Particulars	Amount in Rupees	Amount in words
1	Remuneration		
2	Reimbursable		
3	Miscellaneous expenses		
4	Service Tax / Any other tax		
5	Total		

Authorized Signature
Name:
Designation
Name of firm:
Address:

FORM FIN-3

BREAKDOWN OF REMUNERATION

(for details please refer to Note below)

Sl. No.	Name of Staff	Position	Man Month Rates (A)	Proposed Man Months (B)	Total Amount in Rupees. (A)*(B)
1	Key professionals *1				
2	Support Staff *2				
	Total				

*1 Key Professionals are to be indicated by name

*2 Support Staff is to be indicated per category (e.g. computer operators, statistical assistants etc.)

Total Remuneration = _____ Amount in Rupees

(Amount in Words):

It is necessary that the above costs be based on the proposed methodology and work plan.

Notes:

- 1 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: computer operators, statistical assistants etc.).
- 2 Cost of Secretarial services, if any, will be indicated in Form Fin-5.
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form Tech-5 & 7.
- 4 Indicate separately staff-month rate for each activity separately.
- 5 The following categories of personnel must be included as Professional Staff:
 - (i) Team Leader
 - (ii) Tourism & Travel Management Expert
 - (iii) Human Resource Management Expert
 - (iv) Marketing Expert
 - (v) Economics/Statistical Expert

FORM FIN-4

BREAKDOWN OF REIMBURSABLE EXPENSES

(Note: Reimbursable expenses will be quoted only for work related travel outside the place of work decided by the Employer in the data sheet. It can also include travel from the Headquarter of the Consultant to the place of work).

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price In	Total Amount
1	Cost of Travel	Trip			
2	Cost of Stay	Day			
3	Cost of food	Day			
4	Other Costs	Trip			

Total Reimbursable: = _____ (in Rupees)

Amount in words:

It is necessary that the above costs be based on the proposed methodology and work plan.

FORM FIN – 5

Miscellaneous Expenses

(It will include only such expenses which are directly chargeable to the Assignment/Job)

Sl. No	Particulars	Unit Rate	Quantity(staff months)/number	Amount
1	Secretarial staff			
2	Office equipment			
3	Preparation of reports / deliverables.			
	Total			

Section 5

Terms of Reference

TERMS OF REFERENCE

Part I

OBJECTIVE AND SCOPE OF WORK

1. Background & Objectives

1.1 The study proposal "**Study of Status of Investment by Private Sectors in respect of Tourism in Meghalaya**" was placed during the 26th Executive Committee meeting for consideration wherein the committee approved the study.

1.2 North Eastern Development Finance Corporation Ltd. (also referred to as 'NEDFi' in this EOI Document) is administering the Techno-Economic Development Fund (TEDF) on behalf of the Government of India.

1.3 As the administrator of the TEDF, NEDFi hereby invites Expression of Interest (EOI) to provide the following services: Provision of Consultancy Services for carrying out study on "**Study of Status of Investment by Private Sectors in respect of Tourism in Meghalaya**".

2. Terms of Reference

Scope of the Study

1. Identification of potential areas of tourism in the state with focus on the private and public sector participation.
2. Study & evaluate the trend and quantum of investment made by private sector in the tourism industry in the state.
3. Study the legal and policy frame work (developmental schemes) for promotion of tourism industry in the state.
4. Analyse the problems/constraints faced by the private investor in the state and devise measures & strategy for sustainable investment and development of tourism in the state.
5. Survey & Compilation of data pertaining to tour operator/travel agency, transportation services, sanitation & health care facilities at tourist destinations, existing/ongoing infrastructure projects, accommodation units, etc., which are part of the private sector investment in tourism sector in the state.
6. Identification of specific locations (which are yet unexplored but have immense tourism potential) and project investment requirements in infrastructure development for better accessibility, accommodation and other amenities associated with the sector.
7. Assessment of domestic and foreign tourist inflow to the state and the type of inclination of the tourist towards different component of tourism (adventure, health, leisure, etc) in the state.
8. Assessment of the contribution of tourism sector to the State GSDP of Meghalaya.
9. Assessment of employment opportunities in different sectors of tourism and suggest/recommend the skill / capacity building requirement of manpower in the different sectors.(hospitality, tour operator, event management, transport operator, owner of home stay, restaurant etc.,)

10. Study potential areas of tourism for setting up of small scale industries as an alternative means of livelihood giving due importance to community participation, preservation of the cultural values and natural environment in the state.

11. Devise measures & strategy for sustainable development of tourism and to increase private investment in the state and recommend suitable and implementable policy measures.

3. Deliverables, Stages of Deliverables, Content of each Deliverable

The Deliverables and Stages of Deliverables are given below:

Inception Report : Within 1 (one) months of the Date of signing of Contract

Mid Term Report : Within 3 (three) months of the Date of signing of Contract

Draft Final Report : Within 5 (five) months of the Date of signing of Contract

Final Report : Within 6 (six) months of the Date of signing of Contract

There will be a presentation after submission of the reports at each stage as mentioned above. The reports have to be accepted by the Internal Committee (constituted for the study) at each stage of the deliverable.

- 10 sets of coloured hard copy of the report to be submitted at each stages for evaluation by the experts along with a soft copy.
- 100 sets of coloured hard bound copies of the final report are to be submitted along with 50 copies of the report in soft copies in the form of CDs.

4. Location of the Work

Locations of the Work include the following places:

- All the districts/cities of Meghalaya; and
- Other locations of the country to draw relevant references as a part of the Assignment / Job.

N.B The study has to be carried out by collecting data from field surveys /primary sources and from other secondary data collection methods. All the stakeholders of the sector have to be consulted at the State level/National level. The collected data has to be verified, tabulated and analyzed to derive the findings to cover the scope of work.

Part – II

TOR related Information

1. Names of different departments / ministries and different places where different tasks relating to the assignment are to be performed.

Involved Departments / Ministries

- Related Departments of the concerned State/Central Governments like Department/Directorate of Tourism, Travel agencies/bodies, Tour operators etc.
- Involved Ministries / Departments of the Government of India.

Places where Different Tasks relating to the Assignment are to be performed

- All the districts, town & subdivisions of Meghalaya; and
- Other locations of the country to draw relevant references as a part of the Assignment / Job.

2. Procedure for review of the work of the consultant after Award of Contract including testing, validation, approval. The name and / or designation and address of the officials responsible for reviewing the work of the consultants may also be included here.

Name and / or designation and address of the Officials responsible for reviewing the work of the Consultants

The performance of the Consultants will be reviewed by the Internal Committee to be set up for this study. The following is the name of the contact official:

Designation	Present Incumbent	Address
Asstt. General Manager (TEDF), NEDFi	Dr. Smita Khaund	North Eastern Development Finance Corporation Ltd. NEDFi House G S Road, Dispur, Guwahati 781 006

Further, it may be noted that the performance of the Consultant under the TEDF scheme may be also monitored by the concerned State Governments.

3. Expected input of key professionals and requisite expertise and number of key professional staff.

The key professionals are expected to provide consultancy services in a professional and competent manner to the Client. They shall perform the activities listed at Clause No. 2 under Part I of this Section and submit the Deliverables listed at Clause No. 3 under Part I of this Section to the best of their capabilities and to the satisfaction of the Employer.

The number of key professional staff and their requisite expertise may be accordingly determined

by the Consultant based on this Document.

The following categories of personnel must be included as Professional Staff in the team:

- a) **Team Leader:** With Post-graduation qualification in any discipline and at least 15 yrs experience with 5 yrs as Team Leader.
 - b) **Tourism and Travel Management Expert:** Post graduation qualification in Tourism & Travel management with 10 yrs experience in similar works.
 - c) **Human Resource Management Expert:** Post graduation qualification in Hospitality Management/ Logistic/ Human Resource with 10 yrs experience in similar works related to service sector of tourism industry.
 - d) **Marketing Expert:** Post-graduation qualification in marketing management with 10 years experience in similar works like E-Commerce, Digital/other IT tools for marketing, etc
 - e) **Economics Expert/Statistical Expert :** Post-graduation qualification in Economics/Statistics with 10 years experience in similar works
- 4. Expected schedule for completing the assignment. If an assignment consists of more than one activity, the target period / date for completing each activity can also be specified.**

The present Assignment / Job is expected to be completed within a time period that can be inferred from Clause No 3 of Part I of this Section.

- 5. Background material including data available and to be provided to the Consultant.**

As furnished under Clause No. 1 of Part I of this Section.

- 6. Facilities which can be provided to the consultants.**

As stated in Clause No 7 of Part II (Data Sheet) of Section 2.

- 7. Any other related information specific to the study / assignment which is necessary to be furnished to all the bidders.**

Not Applicable

Section 6

Standard Form of Contract

Contents

I.	Form of Contract	47
II.	General Conditions of Contract	49
1.	General Provisions	49
2.	Commencement, Completion, Modification and Termination of Contract	51
3.	Obligations of the Consultant	55
4.	Consultants' Personnel and Sub-Consultants	57
5.	Obligations of the Employer	59
6.	Payments to the Consultant	60
7.	Fairness and Good Faith	61
8.	Settlement of Disputes	62
9.	Liquidated Damages	62
10.	Miscellaneous Provisions	63
III.	Special Conditions of Contract	65
IV.	Appendices	67
	Appendix A –Description of Services	68
	Appendix B - Reporting Requirements	68
	Appendix C - Staffing Schedule	69
	Appendix D –Total Cost of Services	69
	Appendix E - Duties of the Employer	69

Provision of Consultancy Services for carrying out “Study of Status of Investment by Private Sectors in respect of Tourism in Meghalaya”.

CONTRACT FOR CONSULTANTS’ SERVICES

Between

North Eastern Development Finance Corporation Ltd. (NEDFi)

And

[Name of the Consultant]

Dated:

(I) Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the ___ day of the _____ month of 2022; between the North Eastern Development Finance Corporation Ltd. (NEDFi) with its registered office at NEDFi House, G.S. Road, Dispur, Guwahati-781 006 acting through the Asstt. General Manager (TEDF) (hereinafter called the "Employer"), of the First Part and, _____ (hereinafter called the "Consultant") of the Second Part.

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Employer") of the First Part and an Association of Consultants consisting of the following entities, namely, _____ acting as the Lead Consultant and _____ [name of other Consultant/s] (hereinafter called the "Consultant").]

WHEREAS

- (a) The Consultant, having represented to the "Employer" that he has the required professional skills, personnel and technical resources, has offered to provide his services in response to the Notice for Expression of Interest dated _____ issued by the Employer;
- (b) The "Employer" has accepted the Proposal of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - I. Form of Contract.
 - II. The General Conditions of Contract (GC);
 - III. The Special Conditions of Contract (SC);
 - IV. The following Appendices:
 - Appendix A: Description of Services (Part I, Part II, Part III)
 - Appendix B: Reporting Requirements
 - Appendix C: Staffing Schedule
 - Appendix D: Cost Estimates
 - Appendix E: Duties of the Employer
 - Appendix F: Duties of the Consultant
- 2. The mutual rights and obligations of the Employer and the Consultant shall be as set forth in the Contract, in particular:
 - (a) The Consultant shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - (b) The Employer shall make payments to the Consultant in accordance with the provisions of the Contract.

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

In presence of:

Witness

(1)

(2)

Signed by:

(1) For and on behalf of the North Eastern Development Finance Corporation Ltd.

[Asstt. General Manager (TEDF)]

Witness

(1)

(2)

(2) For and on behalf of
_____ (Consultant)

[Authorized Representative]

Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the
Members of the Consultant.

[name of member]

[Authorized Representative]

[Name of member]

[Authorized Representative]

(II) General Conditions of Contract

1. GENERAL PROVISIONS

1.1 **Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "Consultant" means any private or public entity that will provide the Services to the "Employer" under the Contract. In case of the Consultant consist of Joint Venture/Consortium/Association of more than one entity. Consultant includes all the party consisting Joint Venture/Consortium/Association as the case may be.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 - that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) "Foreign Currency" means any currency other than the currency of the "Employer's" country.
- (g) "GC" mean these General Conditions of Contract.
- (h) "Government" means the Government of India or the Government of Assam as per the context.
- (i) "Local Currency" means Indian Rupees.
- (j) "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all these entities.
- (k) "Party" means the "Employer" or the Consultant, as the case may be, and "Parties" means both of them.
- (l) "Personnel" means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2 (a).
- (m) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "Third Party" means any person or entity other than the "Employer", or the Consultant.
- (r) "In writing" means communicated in written form with proof of receipt.

1.2 **Relationship between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Employer and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 **Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 **Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

1.5 **Notices**

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 **Location:**

The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.

1.7 **Authority of Lead Partner**

In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer. However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

1.8 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the Consultant may be taken or executed by the officials specified in the SC.

1.9 **Taxes and Duties**

The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 **Fraud and Corruption**

1.10.1 **Definitions:** It is the Employer's policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 **Measures to be taken by the Employer**

(a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

(b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

2. **COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

2.1 **Effectiveness of Contract:** This Contract shall come into force and effect on the date (the "Effective Date") of the Employer's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 **Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 **Commencement of Services:** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 **Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 **Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 **Modifications or Variations:** (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 **Force Majeure**

2.7.1 **Definition**

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, 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 extreme 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 by or of such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 **No Breach of Contract:** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract 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 Contract.

2.7.3 **Measures to be Taken:**

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (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 case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, 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.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Employer, shall either:
 - (i) Demobilize, or
 - (ii) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 **Suspension:** The Employer may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 **Termination**

2.9.1.1 **By the Employer:** The Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1.

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

- (e) If the Consultant submits to the Employer a false statement which has a material effect on the rights, obligations or interests of the Employer.
- (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (g) If the consultant fails to provide the quality services as envisaged under this Contract. The Internal Committee formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Internal Committee may decide to give one chance to the consultant to improve the quality of the services.
- (h) If, 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 sixty (60) days.
- (i) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the Employer shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (h).

2.9.2 **By the Consultant:** The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, in case of the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.9.2.

- (a) If the Employer fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (c) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Employer of the Consultant's notice specifying such breach.

2.9.3 **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 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,
- ii. The obligation of confidentiality set forth in Clause GC 3.3 hereof,
- iii. The Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.5 hereof, and
- iv. Any right which a Party may have under the Law.

2.9.4 **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 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 Employer, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Employer shall make the following payments to the Consultant:

- (a) If the Contract is terminated pursuant to Clause 2.9.1 (h) or 2.9.2, remuneration pursuant to Clause GC 6.3 (h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (g), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. Under such circumstances, upon termination, the Employer may also impose liquidated damages upon the Consultant as per the provisions of Clause 9 of this agreement. The Consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract 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 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-Consultants or Third Parties. The detail of Scope of Service to be performed by the Consultant is given in SC-14.

3.2 Conflict of Interests: The Consultant shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Consultant not to benefit from Commissions, Discounts, etc:

- (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

- (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Employer on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Employer.

3.2.2 Consultant & Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality: Except with the prior written consent of the Employer, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

The Consultant shall not use or make public any data or information that it has collected or that it had access to during its performance of the Contract, except with the prior written consent of the Employer.

3.4 Insurance to be Taken out by the Consultant: The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but **on terms and conditions approved by the Employer**, insurance against the risks, and for the coverage specified in the SC, and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Employer or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer or the Employer, if so required by the Employer's auditor or the Employer as the case may be.

3.6 Consultant's Actions Requiring Employer's Prior Approval: The Consultant shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent

and with such experts and entities as may be approved in advance by the Employer. Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Employer to be incompetent or incapable or undesirable in discharging assigned duties, the Employer may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Employer, or to resume the performance of the Services itself.

3.7 **Reporting Obligations:** The Consultant shall submit to the Employer the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.8 **Documents Prepared by the Consultant to be the Property of the Employer:** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Employer under this Contract shall become and remain the property of the Employer, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof.

The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Employer's prior written approval to such agreements, and the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 **Equipment, Vehicles and Materials Furnished by the Employer:** Equipment, vehicles and materials made available to the Consultant by the Employer, or purchased by the Consultant wholly or partly with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Employer an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions.

While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the Employer in an amount equal to their full replacement value.

Equipment and Materials provided by the Consultants: Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. **CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS**

4.1 **General:** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The consultant shall submit proof of engagement of such personnel for carrying out the obligations arising out of contract. Such qualifying and experienced persons must include the key professionals listed in

Clause 3 of Appendix-A, Part II and also mentioned in Form Tech 5 of the RFP document.

4.2 Description of Personnel:

- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the Employer, his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Employer, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Employer's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Employer and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Employer. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Employer for review and approval a copy of their Curricula Vitae (CVs). If the Employer does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Employer.

4.4 Removal and/or Replacement of Personnel:

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replaced person. Also

(i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 **Resident Project Manager:** If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the Employer, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE EMPLOYER

5.1 **Assistance and Exemptions:** Unless otherwise specified in the SC, the Employer shall use its best efforts to ensure that the Government shall:

- (a) Assist the Consultant, Sub-Consultants and Personnel to obtain permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange with concerned authority for the Personnel to be provided promptly with all necessary permits and any other documents required for their stay in the state.
- (c) Take up with officials, agents and representatives of the Government any matter as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2 **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 **Services, Facilities and Property of the Employer:**

- (a) The Employer shall make available to the Consultant and its Personnel, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.
- (b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

5.4 **Payment:** In consideration of the Services performed by the Consultant under this Contract, the Employer shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 **Counterpart Personnel:** No counterpart personnel will be provided by the Employer for the performance of this Contract.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services

- (a) The Total Cost of the Services payable is set forth in Appendix D as per the Consultant's Proposal to the Employer and as accepted thereafter as per the due process.
- (b) Payments under this Contract shall under no circumstance whatsoever exceed the amount specified in Appendix-D.

6.2 **Currency of Payment:** All payments shall be made in Indian Rupees.

6.3 Terms of Payment

The payments in respect of the Services shall be made as follows:

- (a) The Consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as provided at SC 12.
- (b) Once a milestone is completed, the Consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables by the Internal Committee and submission of report after incorporation of suggestions/ modifications if any.
- (c) **Final Payment:** The final payment as specified in SC 12 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 Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Employer within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.
- (d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the Consultant and the Consultant has made presentation to the Employer with / without modifications to be communicated in writing by the Employer to the Consultant.

- (e) If the deliverables submitted by the Consultant are not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the Consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the Consultant only after it re-submits the deliverable, and which is accepted by the Employer.
- (f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- (g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the Consultant in writing and the Consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.
- (h) In case of early termination of the contract, the payment shall be made to the Consultant only in case of termination pursuant to Clause 2.9.1 (h) or 2.9.2 as stated hereunder. The total amount payable shall be the amount calculated as per (i) and (ii) below plus any applicable tax.

(i) For Services satisfactorily performed prior to the effective date of termination

Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.

(ii) For Reimbursable expenditures

A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis.

- (i) **If the agreement is terminated pursuant of Clause 2.9.1 (a) to (g), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. Under such circumstances, upon termination, the Employer may also impose liquidated damages upon the Consultant as per the provisions of Clause 9 of this agreement. The Consultant will be required to pay any such liquidated damages to client within 30 days of termination date.**

7. FAIRNESS AND GOOD FAITH

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

7.2 **Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract 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 no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 **Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the State Government. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. LIQUIDATED DAMAGES

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 10 % of the total value of the contract as specified in Appendix D.

- 9.3 The liquidated damages shall be applicable under following circumstances:
- (a) If the deliverables are not submitted as per schedule as specified in Description of Services, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
 - (b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (e), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1 % of total cost of the services for every week or part thereof for the delay.

10. MISCELLANEOUS PROVISIONS:

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Contractor/Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India /Concerned State Governments against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India / Concerned State Governments against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.
- (vii) The Contractor/ Consultant shall at all times indemnify and keep indemnified the Employer/Government of India / Concerned State Governments against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.
- (x) The Consultant must make ground level surveys in all the districts of the concerned States for the collection of information in order to formulate schemes based on ground level situation (in terms of costs and components). The study shall result in the development of a realistic Action Plan for development of potential food based industries in all the districts of Assam.

- (xi) All data collected by the Consultant in the districts of Assam shall be validated by the line department of the respective State Government.
- (xii) The performance of the Consultant shall be periodically reviewed by the Internal Committee to be set up for this study. Further, it may be noted that the performance of the Consultant under the TEDF scheme shall be also monitored by the concerned State Government / Government of India.
- (xiii) The Employer shall have to right to invoke the performance guarantee as per terms contained in the performance guarantee in case the consultant fails to discharge their contractual obligations during the period or Employer incurs any loss due to selected consultant's negligence in rendering out the services as per the agreed terms of the contract.

(III) Special Conditions of Contract

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are:</p> <p>1. Employer: North Eastern Development Finance Corporation Ltd. (NEDFi), NEDFi House, GS Road, Dispur, Guwahati 781 006 Facsimile: 91 361 223 7733 / 7734</p> <p>2. Consultant: Attention: Facsimile:</p>
2	1.6	<p>Locations:</p> <ol style="list-style-type: none"> 1. All the districts, towns & subdivisions of Meghalaya; and 2. Other locations of the country to draw relevant references as a part of the Assignment / Job.
3	1.7	<p>Lead Partner is [insert name of member]</p> <p>Note: If the Consultant consists of an Association of Consultants having more than one entity, the name of the entity whose address is specified in Clause SC 1 will be inserted here.</p> <p>If the Consultant consists only of one entity, this Clause will be deleted from the SC.</p>
4	1.8	<p>The Authorized Representatives are:</p> <p>For the Employer: Asstt. General Manager (TEDF), NEDFi</p> <p>For the Consultant:</p>
5	2.1	<p>This Contract shall come into force and effect on the date of the Employer's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions as listed below have been met:</p> <ol style="list-style-type: none"> (a) Employer's approval of Consultant's proposals for appointment of specified key staff members; and (b) Receipt by the Employer of advance payment guarantee.
6	2.2	The time period shall be one month after date of Contract.
7	2.3	The time period shall be seven days after the Effective Date.
8	2.4	The time period shall cover the time needed to deliver all the deliverables to the satisfaction of the Employer.
9	3.4	<p>The risks and the insurance coverage shall be as follows:</p> <ol style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as may be appropriate. (b) Third Party liability insurance, with a minimum coverage as may be appropriate. (c) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Consultant, with a minimum coverage as may be appropriate.

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>(d) Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.</p>
10	4.5	<p>The Resident Manager will be:</p> <p>Name:</p> <p>Designation:</p> <p>Address:</p> <p>Phone;</p>
11	5.1 (d)	<p>As may be mutually agreed during the performance on the Contract. Employer's decision is final on the matter. Non-provision of any assistance sought by the Consultant will not be considered as a valid reason for his non performance of any obligation under the Contract.</p>
12	6.3 (a)	<p>On acceptance & incorporation of suggestions/ modifications if any by the Internal committee at each stage of following deliverable</p> <p>Inception Report following incorporation of suggestions/modifications and acceptance by Internal Committee : 20% of the total cost of services</p> <p>Mid Term Report following incorporation of suggestions/modifications and acceptance by Internal Committee : 20% of the total cost of services</p> <p>Draft Final Report following incorporation of suggestions/modifications and acceptance by Internal Committee : 20% of the total cost of services</p> <p>Final Report: following incorporation of suggestions/modifications and acceptance by Internal Committee : 30% of the total cost of services</p> <p>Consultant's presentation before Stakeholders meeting and release of report: 10% of the total cost of services</p>
13	8.3	<p>The Arbitration proceedings shall take place in Guwahati.</p>
14	3.1	<p>Scope of Service is given in Appendix-A (Part I, Part II and Part III)</p>

(IV)

Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the Employer and the Consultant during technical discussions, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by Employer, etc.

APPENDIX B - REPORTING REQUIREMENTS

The Deliverables and Stages of Deliverables are given below:

Inception Report	: Within 1 (one) month of the Date of signing of Contract
Mid Term Report	: Within 3 (three) months of the Date of signing of Contract
Draft Final Report	: Within 5 (five) months of the Date of signing of Contract
Final Report	: Within 6 (six) months of the Date of signing of Contract

There will be a presentation after submission of the reports at each stage as mentioned above. At each stage, the reports have to be accepted by the Internal Committee constituted for the study.

- 10 sets of coloured hard copy of the report to be submitted at each stages for evaluation by the experts along with a soft copy.
- 100 sets of coloured hard bound copies of the final report are to be submitted along with 50 copies of the report in soft copies in the form of CDs.

Organization of the Final Report

The consultant should follow the following pattern while organizing the final report

1. Foreword from CMD, NEDFi
2. Acknowledgement
3. Table of Contents/List of figures
4. Executive Summary
5. Chapters (Introduction, Chapter-1, Chapter-2.....etc)
6. Summary of Findings and Conclusion
7. Implication of the study/ future references/ Actionable points
8. Appendix

Quality of the Report

A) Inside pages	: 130 GSM Art paper in multi-colour
B) Printing	: Digital printing
C) Cover and back page	: 300 GSM Art card (with matte finish)
D) Binding	: Perfect binding.

Body text normally is in size 10 or 11 in 'Arial' font with justified alignment, Chapter Headings in size 14 (bold) and Sub Headings in size 12 (bold). Bullets/numbers and table fonts and table headings should have uniformity throughout the report.

E) Front Cover /Back Cover Page Design : Approval will be sought from client for finalizing the cover design before printing the final report. Prominent NEDFi logo should feature both at the front and back cover.

APPENDIX C – STAFFING SCHEDULE

(Include here the agreed / negotiated staffing schedule including the engagement of sub-contractors, if any)

APPENDIX D – TOTAL COST OF SERVICES

(Include here the rates quoted in the financial proposal and as accepted thereafter as per the due process)

APPENDIX E - DUTIES OF THE EMPLOYER

(Include here the list of Services, facilities and property to be made available to the Consultant by the Employer).

Section 7

Power of Attorney to Sign Proposal

Format for Power Of Attorney for Signing of Proposal

POWER OF ATTORNEY

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr/ Ms.....(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for Provision of Consultancy Services for carrying out **"Study of Status of Investment by Private Sectors in respect of Tourism in Meghalaya"** including signing and submission of all documents and providing information / responses to NEDFi in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For.....

(Signature)

(Name, Title and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Note:

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

Section 8

Check List

Check List

Sl. No.	Details	Number	Remarks
1	A] Duly filled Forms Tech 1 to Tech 10 b] Documents in supports of fact asserted in Forms Tech 1 to Tech 10 c] Power of Attorney of Singing Agreement d] If Joint Venture/ Association/ Consortium etc e] Documents supporting existence of such Association/ Consortium etc.	10 sets	Envelope should be marked "NEDFi/TEDF/174/1409 Technical Proposal"
2	Duly Filed Forms FIN-1 to FIN-5	1 set	Envelope should be marked "NEDFi/TEDF/174/1409 Financial Proposal"
3	b] EMD b] Details of banks account including, Name (as it appears in the account), Account No., Name of Bank with detail branch address, IFSC code for remitting EMD amount to unsuccessful bidders.	1 set	Envelope should be marked "NEDFi/TEDF/174/1409 EMD"
4	Signed RPF Documents Copy of RPF documents duly signed and stamped by the authorized representative.	1 set	Envelope Should be marked NEDFi/TEDF/174/1409 "Signed RPF documents"
5	All four envelopes mentioned above should be put in one bigger envelope		Envelope should marked "NEDFi/TEDF/174/1409 Request for Proposals (RPF)"

Technical Proposal and Financial Proposals must be given in the prescribed format.

* All Five envelopes must bear name and address of bidders.

All documents and papers must be stamped and initialed.

Party may be allowed to put stamped and initial on one set of technical proposal and get photocopy for making other sets. However in that case, parties will be marked the first set as "Original" and other set as "First Copy", "Second Copy", "Third Copy", etc.