

GOA STATE URBAN DEVELOPMENT AGENCY (GSUDA)

Request for proposal

The Goa State Urban Development Agency (GSUDA) functioning under Urban Development Department, Government of Goa, invites bids from eligible bidders for appointment of Project Consultant as Project Development and Management Consultant (PDMC) for Implementation of AMRUT 2.0 in the state of Goa who has adequate professional expertise, infrastructure facilities and prior experience in the field of National Mission of Water/ Wastewater/ Swachha Bharat/AMRUT OR having rendered consultancy services/work in any PSUs of State or as Consultant in Water Supply/Sewerage works etc.

Interested bidders may refer <https://eprocure.goa.gov.in> for details including eligibility criteria, selection process, documents for submission. Please login to see Tender Notice published on website <https://eprocure.goa.gov.in> for details . Interested Consultants may request for tender documents through the website www.eprocure.goa.gov.in.

NOTICE INVITING - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF PROJECT CONSULTANT AS PROJECT DEVELOPMENT AND MANAGEMENT CONSULTANT (PDMC) FOR IMPLEMENTATION OF AMRUT 2.0 IN THE STATE OF GOA TILL THE MISSION PERIOD.”

The Member Secretary, GSUDA reserves the right to accept or reject all or any of the proposals and terminate the selection process without assigning any reason thereof. The interested agency/institute may contact the office of GSUDA.

S/d
(.....)
Member Secretary, GSUDA

Cc to: The Director, Urban Development Department, Directorate of Municipal Administration, Panaji Goa



DOCUMENT ISSUED TO :

DATE OF ISSUE :

PRICE OF DOCUMENT:

Rs.5000/- (Five Thousand Only)

BID SECURITY

Refundable NEFT
ofRs.1,00,000/-(Rupees One
Lakh Only)



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F.43/3/GSUDA/E-TENDER/ 30 /2021-22/2474

Dt.: 08/03 /2022

INVITATION FOR REQUEST FOR PROPOSAL
(Electronic Mode only)

The Goa State Urban Development Agency (GSUDA) functioning under Urban Development Department, Government of Goa, invites Request for Proposal to appoint a Project Consultant as Project Development and Management Consultant (PDMC) from Reputed Consultants (JV/Consortium is not allowed) for Implementation of AMRUT 2.0 in the state of Goa till the mission period who has adequate professional expertise, infrastructure facilities and prior experience in the field of National Mission for Water/ Wastewater/ Swachha Bharat/AMRUT OR having rendered consultancy services/work in any PSUs of State or as Consultant in Water Supply/Sewerage works etc.

Appointed Project Consultant shall act as Project Implementation Agency for Implementation of AMRUT 2.0 in the State of Goa.

Mode of Payment towards Cost of the Tender Document, EMD & Tender Processing Fee:

To be paid online through e-payment mode via NEFT/RTGS/OTC/debit card/credit card facility/net banking (Axis bank) with pre-printed challans available on e-tendering website and directly credit the amount to ITG account as generated by challan and upload the scanned copy of NEFT/RTGS/OTC/debit card/credit card / net banking (Axis bank) challan along with the bid

- (i) Non-refundable Cost of Tender forms - **Rs.5000/-** (Five Thousand Only)
- (ii) Bid Processing Fee of **Rs.1500/-** (One Thousand Five Hundred Only)
- (iii) Bid Security of **Rs.1,00,000/-** (One Lakh only)

Prospective bidders may purchase online tender forms consisting of eligibility criteria, scope of work, etc through the website www.eprocure.goa.gov.in along with attested copy of PAN card, attested copy of GST registration and list of works in hand on or before **28/03/2022 upto 16.00 Hrs.**

Written queries may be emailed to gsuda.gsuda@yahoo.com by **18.03.2022** and shall be replied on or before **21.03.2022**



GOA STATE URBAN DEVELOPMENT AGENCY, GSUDA

Last date of submission of duly filled online RFP is **29/03/2022 upto 11.00 hrs.**

Date of opening of online technical proposal is **30/03/2022 after 15.00 hrs** only of those bidders whose Bid Security is in order and in presence of bidders who wish to remain present. After scrutiny, list of shortlisted bidders shall be published on the website. Opening of price bids shall be intimated subsequently.

For the detailed Expression of Interest, please visit the website <https://eprocure.goa.gov.in> and www.gsuda.org. For participation in e-tender please visit e-tender website www.eprocure.goa.gov.in

Those prospective bidders not registered on the website mentioned above are required to get registered beforehand. The intending bidder must have a valid digital signature.

Right to reject any or all the tenders / applications without assigning any reasons thereof is reserved with GSUDA

Sd/-

(Gurudas P. Pilarnekar)
Member Secretary, GSUDA



CHAPTER - 1

1. GENERAL INFORMATION

- 1.1. In the next stage of AMRUT, country targets to have access to clean water for all urban citizens, increase coverage of sewerage & septage management, make our cities water secure and ensure that no dirty water falls into the rivers from drains. The journey of AMRUT and Swachh Bharat Mission so far is a pride for citizens. It is not only Mission, but also denotes honour, modesty & aspiration of the nation and love for the Motherland- **Hon'ble Prime Minister in his address during launch of AMRUT 2.0, on 1 October, 2021**
- 1.2. AMRUT 2.0 launched by Hon'ble Prime Minister on 1 October 2021, with a total outlay of {2,99,000 crores - nearly 3 times of the AMRUT - is the outcome of confidence gained during implementation of AMRUT scheme and our resolve to extend the basic services to every household. The Mission envisages providing water tap connections to households in all statutory towns through 2.68 crore new household tap connections and providing universal household coverage of sewerage/septage services in 500 AMRUT cities through 2.64 crore new sewer connections/coverage with septage management. Rejuvenation of water bodies and green spaces and parks are other components of the Mission. Outcome based funding is a major feature of AMRUT 2.0.
- 1.3. To facilitate ease of living to citizens, Atal Mission for Rejuvenation and Urban Transformation (AMRUT), was launched in 500 cities on 25th June 2015, as first focused national water Mission. AMRUT aimed to provide universal coverage of water supply by providing 1.39 crore household tap connections. Likewise, coverage of sewer/septage connections were proposed to increase from 31% to 62% by providing 1.45 crore connections. So far, 1.05 crore tap connections and 78 lakh sewer connections have been provided. Sewage treatment plants of capacity 1,240 MLD have been created; out of this 907 MLD is being reused. This Mission has decreased disease load and improved quality of life of all, especially women in terms of time and energy saved to be put to constructive use. In order to meet Sustainable Development Goal 6 (SDG 6), and to extend ease of living in water sector from 500 to all statutory towns, AMRUT 2.0 has been launched. This will also ensure 100% coverage of sewerage/ septage management in 500 AMRUT cities.
- 1.4. AMRUT 2.0 is a step towards **Aatma Nirbhar Bharat** with aim of **making the cities 'water secure'** and providing functional water tap connections to all households. This will be achieved through circular economy of water by effecting water source conservation, rejuvenation of water bodies and wells, recycle/ reuse of treated used water, and rainwater harvesting by involving **community at large**. This Mission will be run as people's program i.e. **Jan Aandolan**. Mission also targets to provide 100% sewerage/ septage management in 500 AMRUT cities.
- 1.5. Mission will focus on empowering States/ UTs and cities for efficient implementation of projects in the spirit of cooperative and competitive federalism by providing flexibility



to the States/ UTs to formulate, plan and implement the projects. CA released can be utilized for projects in any of the ULBs as per physical/ financial progress of the projects.

1.6. Ensuring community participation:

1.6.1. Mission will co-opt women and youth for concurrent feedbacks about its progress. Women SHGs will be involved in water demand management, water quality testing and water infrastructure operations. A concerted effort will be made to train women to test water quality in all the cities. This training program will be spearheaded by PHEDs or water and sewerage boards under the overall guidance of urban development department at the State level.

1.6.2. Mission has a reform agenda focused towards financial sustainability and water security of ULBs. Meeting 20% of water demand through recycled water, reducing non-revenue water to less than 20% and rejuvenation of water bodies are major water related reforms. Reforms on property tax, user charges, and enhancing credit worthiness of ULBs and urban planning are other important reforms.

1.6.3. Mission will encourage smart elements to be incorporated in every project. Mission will have a sub-Scheme on well rejuvenation.

1.6.4. Capacity building programs will be conducted for all stakeholders including contractors, plumbers, plant operators, students, women and citizens. Technical institutions will be roped in for assessment of Mission outcomes. Students will be engaged for survey of projects and outputs through **gig economy model**.

1.6.5. Technology Sub-Mission will help in identifying the proven and potential global technologies in water sector. Entrepreneurships / start -ups involved in low-cost indigenous equipment and processes will be encouraged.

1.6.6. Mission will be paperless and monitored on a robust technology-based monitoring & evaluation platform.

1.7. Approved Budget allocated/proposed for the State of Goa is Rs.170 Crores approximately. (Central Share Budget- Rs.86.00 Cr, State Share Budget-Rs.86.00 Cr)

2. OBJECTIVES

The objective of the assignment is to provide direct assistance to ULBs and State to ensure the effective coordination and implementation. PDMC shall be responsible for effectively leading and taking initiative for project implementation as per approved City Water Balance Plans (CWBP), City Water Action Plans (CWAPs) and DPRs. The PDMC may review and revise the same as per the actual site requirements as may be required. PDMC shall ensure timely progress, Collect and Prepare the Utilization Certificate, assist in all the reforms and assist ULB in execution/implementation. The PMC will work closely with the ULBs for sustainable capacity



building of ULBs and will assist in operationalizing the procedures and in implementing institutional development, capacity building, monitoring and quality assuring the outputs.

3. COMPONENTS OF AMRUT 2.0

Mission will focus on achieving functional outcomes through project implementation. While formulating the projects, it should be ensured that households of informal settlements and low-income groups are duly considered. These admissible projects need to be prioritized as per functional outcomes envisaged in the table below:

S · N o	Functional outcomes	Admissible projects
1	Providing universal piped water supply with household water tap connection	<ul style="list-style-type: none"> • Water source improvement and augmentation in the city • Fresh Water treatment • Water distribution system in uncovered areas • Augmentation of existing water distribution system • Sustainability of quality and quantity of water supply • Reuse of treated used water • Smart solutions like SCADA • Last mile connectivity to households
2	Providing universal coverage of sewerage and septage management in 500 AMRUT cities and promoting circular economy of water	<ul style="list-style-type: none"> • Sewerage network • Interception and diversion (I&D) infrastructure • Sewage Treatment Plants (STPs) • Tertiary Treatment with end-to-end reuse plan (preferably in PPP mode) • Faecal sludge and Septage management • Provision/ augmentation and rehabilitation of sewerage systems with end- to- end treatment and reuse • Tapping of used water for recycling • Identifying the bulk users of recycled used water and facilitating sale of used water to potential users (e.g. industrial clusters such as textile/ leather/ paper/ power plants/ railways, etc.) • Smart solutions like SCADA



S · N o	Functional outcomes	Admissible projects
		<ul style="list-style-type: none"> • Last mile connectivity to households
3	Rejuvenation of water bodies to augment water and enhance amenity value and Development of green spaces	<ul style="list-style-type: none"> • Rejuvenation of water bodies by desilting, strengthening the embankments, stone packing. • Diverting the polluting drains to treatment plants • Strengthening / rejuvenation of the aquifers/ community wells • Creation / strengthening of storm water drains around water body • Provision of STP to treat inflow into water body. • Development of the community green spaces • Amount of the projects in this sector shall not exceed 5% of total project allocation (4% for rejuvenation of water bodies and 1% for development of green spaces & parks)

In order to successfully implement the Scheme which is focused on connecting with Urban Committees to achieve sustainable development for healthy living and Community Development, Goa State Urban Development Agency invites proposals from Consultants/firms/organizations for **“REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF PROJECT CONSULTANT AS PROJECT DEVELOPMENT AND MANAGEMENT CONSULTANT (PDMC) FOR IMPLEMENTATION OF AMRUT 2.0 IN THE STATE OF GOA TILL THE MISSION PERIOD”**



CHAPTER 2

1. Definitions

- (a) “Employer” means the Goa State Urban Development Agency, GSUDA who have 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 TOR of the contract.
- (b) “Consultant” means any entity or person or group of two who will 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 that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (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) “Government” means the Government of Goa
- (g) “Instructions to Consultants” means the document which provides prospective Consultants with all information needed to prepare their proposals.
- (h) “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 the Government’s country; “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request For Proposal prepared by the Employer for the selection of Consultants, “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract.
- (k) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.
- (l) “Terms of Reference” (TOR) means the document included in the RFP 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, schedule of payment, etc.



2. DATA SHEET

1.	The Name of the Assignment	Request For Proposal (RFP) For Appointment of Project Consultant as Project Development And Management Consultant (PDMC) For Execution And Implementation Of AMRUT 2.0 In The State Of Goa Till The Mission Period.”
2.	The Name of the Employer	Goa State Urban Development Agency (A Government of Goa undertaking).
3.A.	The Description of the Project in brief .	Request For Proposal (RFP) For Appointment of Project Consultant as Project Development And Management Consultant (PDMC) for Implementation Of AMRUT 2.0 in the State Of Goa till the Mission period.”
3.B.	Scope and Terms of work	As defined in Chapter 5
4	Last Date of written application of queries	18/03/2022
	Date and Time of written queries	18/03/2022 at 17.00 Hrs
	Reply to queries	By 21/03/2022
5.	Non-refundable document fee	Rs. 5000/- (Rupees One thousand only)
6.	Bid Security	Rs. 1,00,000/- (Rupees One Lakh only) The bid security of the successful bidder shall be appropriated against the Performance Security.
7.	The address is	EMPLOYER Member Secretary, GSUDA, 6th Floor, Shramashakti Bhavan, Patto Plaza, Panaji – Goa Ph. No. (0832) 2437210 Tele-Fax: (0832) 2437094
8.	Performance Security	The Agency shall retain by way of performance security of Rs. 1,00,000/-



GOA STATE URBAN DEVELOPMENT AGENCY, GSUDA

		<p>(One Lakh only) to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein in chapter 6.</p> <p>The Agency shall retain by way of performance security, 3% (Three per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein in chapter 6.</p>
9.	Cost of Work	<p>Cost of the project shall be initially considered on budget cost for the State, then the estimated cost put to tender, subsequently, the accepted contract price and ultimately the amended contract price which shall not include any escalation, price variation, cost of the land, cost of extra / deviated / substituted items necessitated due to faulty estimation attributable to the Consultant. Competent Authority reserves the right to tender the work in full or in phases.</p>

10. The bid shall be submitted in e-mode on or before **29/03/2022** upto **11:00 hrs**. Only technical proposal shall be opened after **15.00 hrs** on **30/03/2022** in the presence of those bidders who wish to remain present. **Refer section 4.8 of this chapter.**
11. Bid Validity period (days, date): **90 days** from the date of opening of Financial Proposal.



INTRODUCTION

- 2.1. The date, time and address for submission of the proposals have been given in Data Sheet.
- 2.2. Request for Proposal from reputed consultants / consultancy firm are invited for rendering consultancy services for the work of Request For Proposal (RFP) For Appointment Of Project Consultant As Project Development And Management Consultant (PDMC) For Implementation Of AMRUT 2.0 in the State Of Goa till the Mission Period.”
- 2.3. Consultants should familiarize themselves with Local conditions, laws and take them into account in preparing their Proposals. Consultants are encouraged to attend a **pre-proposal meeting**. Attending the pre-proposal meeting is optional. Consultants may contact the Employer’s representative to obtain additional information on the pre-proposal meeting.
- 2.4. The Employer will provide at no cost to the Consultants the inputs and assist the consultant in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.
- 2.5. 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.

3.1 Clarification and Amendment of RFP Documents

- 3.1.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the 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 Data Sheet. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure.
- 3.1.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all prospective Consultants and will be binding on them. Prospective Consultants shall acknowledge receipt of all amendments. **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.

3.2 Conflict of Interest

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

3.2.2 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:

3.3 Conflicting Activities:

A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods, 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.

(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 (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) 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.

- 3.3.1 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 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.
- 3.3.2 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or Agencies.

4.0 Documents, preparation of Proposal, bid security, submission of proposal, evaluation, Performance Security

4.1 Proposal

- 4.1.1 Prospective Consultant/Consultancy firm may only submit one proposal. If a Consultant/Consultancy firm submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

4.2 Proposal Validity

- 4.2.1 The Data Sheet to consultant indicates how long 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. 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.

4.3 Preparation of Proposals



- 4.3.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise.
- 4.3.2 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.
- 4.3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- a. If a short-listed Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub-consultancy, it may associate with a non-short-listed Consultant.
 - b. 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.
- 4.3.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in chapter 4. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.**
- a) A brief description of the consultant's organization. In the Form Tech-A, the consultant, shall 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 Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Employer as a corporation legally contracted the Consultant.
 - b) A list of specific experience, experience in multiuse sports infrastructure, organizational capability shall be furnished in Form Tech B & C respectively. The bidders shall enclose the completion certificates from the Client and if work is in progress the work should be atleast complete by 80% for consideration for eligibility.
 - c) Financial capability of the firm to be submitted in form Tech- D such as audited balance sheet for the last three years ending March 2021, Income tax clearance, etc.
 - d) Assignment/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.

e) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan schedule.

f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff.

g) Besides notes on construction management that would be adopted, proposed PPP concepts Quality assurance, a brief note on the Operation and Management of the scheme proposed, etc. may be submitted by the bidders in the Form Techs G

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

Acknowledgement by Applicant

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

- a. Made a complete and careful examination of the RFP;
- b. Received all relevant information requested from the Agency;
- c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Agency or relating to any of the matters;
- d. Satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. Acknowledged that it does not have a Conflict of Interest; and
- f. Agreed to be bound by the undertaking provided by it under and in terms hereof.

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

4.3.6 METHOD OF APPLYING :

- 1 If the application is made by a proprietary firm, it shall be signed by the Proprietor above his full typewritten name and full name of his firm with the current address.



- 2 If a firm in partnership makes the application, all the partners of the firm above their full typewritten names and current addresses shall sign it or alternatively by a partner holding Power of attorney for signing the application, in which case a certified copy of Partnership Deed shall accompany the application.
- 3 If the application is made by a Limited Company, a duly authorized person holding the Power of Attorney for signing the application, in which case a certified copy of the Power of Attorney issued by the Board of Directors shall accompany the application, shall sign it.

The Bidder should set up an office in Goa within a period of **one Month from the date of award of work.**

4.4 FINANCIAL PROPOSAL:

- 4.4.1 The financial proposal should include the costs associated with the assignment. These shall normally cover remuneration for staff (foreign and local, in the field, office etc.) accommodation, transportation, equipment, printing of documents, surveys, etc. **The financial proposal should clearly indicate the percentage in figures and words of the estimated cost of the work** given in Data Sheet. Conditional offer or the proposal not furnished in the format attached shall be considered non responsive and is liable to be rejected.
- 4.4.2 The financial proposal shall take into account all types of the tax liabilities **cost of insurance excluding service tax as applicable.**
- 4.4.3 Costs shall be expressed in Indian Rupees only. The payments shall be made in Indian Rupees only by the Competent Authority.
- 4.4.4 In respect of some of the assignments, Competent Authority may exercise the option of giving a fixed fee (either on L.S. basis). In that eventuality, the intention of the Competent Authority will be made clear in the **Data Sheet**. The Data Sheet will also indicate the fee structures related to that specific assignment.

The Consultants who are agreeable to the indicated fee structure should only offer their bids for the assignment.

The fee prescribed by the Competent Authority is deemed to cover all the costs associated with the assignment including:

- a) Remuneration for staff (foreign and local in the field office etc.),
- b) accommodation, transportation, equipment, printing of documents, surveys;



- c) The tax liabilities and cost of insurance including service tax as specified in the Data Sheet.
- d) Rental of equipment's / software (s).
- e) All the Office expenses, etc.

4.5 Taxes

4.5.1 The Financial Proposal shall include all other taxes except Good and Service Tax (GST) which shall be payable to the bidder as per prevailing norms.

4.6 Currency

2.9.1 Consultants shall express the price of their Assignment/job in India Rupees only.

4.7 Bid Security and Bid processing Fees

4.7.1 Bid Security

- a) Bid Security of **Rs.1,00,000/-** (Rupees One lakh only), must be submitted along with the Proposal.
- b) Proposals not accompanied by Bid Security 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 will be accepted in lieu of the Bid Security.
- e) **The Bid Security of the unsuccessful bidders would be returned back within one month of signing of the contract.**
- f) However, if decided by the Agency, in the event of the bid being accepted subjected to provisions of the sub-clause **4.7.2** below, the said amount shall be appropriated towards the Performance Security payable by the successful consultant under the conditions of contract.

4.7.2 The Bid Security 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.



- d. If the First ranked consultant withdraws his proposal during negotiations, (failure to arrive at consensus by both the parties shall not be constructed as withdrawal of proposal by the consultant).

4.7.3 Bid Processing Fees

Rs.1500/- (Rupees One Thousand Five Hundred Only)

4.8 Submission, Receipt, and Opening of Proposal

- 4.8.1 The bids shall be submitted in E-mode only. Attested copies of documents shall be submitted before the date of opening of tender as specified in the Notice Inviting RFP.
- 4.8.2 **The letter of authorization must be confirmed by a written Power of Attorney accompanying the proposals** as the case may be. All pages of the technical and financial proposals must be initialed by the person or persons authorized to sign the proposal.
- 4.8.3 Last date for purchase of online RFP is **28/03/2022 upto 16.00 Hrs .**
- 4.8.4 Pre-Proposal queries shall be communicated to this office over email:gsuda.gsuda@yahoo.com by **18/03/2022 at 11.00 hrs and shall be replied on or before 21/03/2022**
- 4.8.5 Prospective bidders may download tender forms (RFP) consisting of eligibility criteria, scope of work, etc through the website **<https://eprocure.goa.gov.in>** along with PAN card, GST registration and list of works in hand on or before **28/03/2022 upto 16.00 Hrs.**
- 4.8.6** Last date of submission of duly filled online RFP is **29/03/2022 upto 11.00 Hrs.**
- 4.8.7 Copies/Certificates of work experience and other documents as specified in the RFP shall be scanned and uploaded to the e-tendering website alongwith RFP document duly signed within the period of tender submission.
- 4.8.8 The Consultants shall submit their Proposals Online and one copy of Technical Proposal will be submitted physically (Hard Copy) as per the clause 14.3. In case of any discrepancy between the soft copy uploaded in the Goa state e-procurement portal **<https://eprocure.goa.gov.in>** and the Hard Copy submitted if provided in this RFP to the Employer, the soft copy version will prevail.
- 4.8.9 The original proposal, 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.

- 4.8.10 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. In case of any unsigned page, then depending upon the significance of the document, it may be considered by the committee. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.
- 4.8.11 **The financial proposal shall be submitted online only and shall be signed digitally. The Financial Proposal shall be submitted online only and shall be signed digitally. If the Financial Proposal is not submitted online digitally signed, this will constitute grounds for declaring the Proposal non-responsive.**
- 4.8.12 The Bidders shall submit the Technical Proposal online. However, the Financial Proposal shall be submitted online only as mentioned in Clause 14.
- 4.8.13 **Online Submission:** Digitally Signed “Technical Proposal” shall be uploaded in the prescribed format of Section-3 and supporting documents along with scanned copy of Bid Security Declaration as mentioned in Clause 12 and Bid Document Fee & Bid Processing Fee as mentioned in Clause 13.
- 4.8.14 The completed Proposal must be submitted online on or before the specified time. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. Technical Proposal shall be submitted in Physical form and the scanned copy in PDF shall be uploaded on the <https://eprocure.goa.gov.in> duly digitally signed. The financial Proposal shall be submitted online only and shall be signed and sealed digitally.
- 4.8.15 The rates quoted shall be fixed throughout the period of performance of the assignment; no price escalation shall be applicable through the performance of the assignment and including discharge of all obligations of the Consultant under the Agreement.

4.9 Proposal Evaluation

- 4.9.1 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.



- 4.9.2 The employer may constitute a Consultant Selection Committee (CSC) which will carry out the entire evaluation process.
- 4.9.3. Evaluation of Technical Proposals: CSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation.
- 4.9.4 The CSC 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. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened.

The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet

4.10 Evaluation of Technical Proposals:

GSUDA while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent Authority accepts the Recommendation.

- 4.10.1 The GSUDA shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the qualifying criteria, sub-criteria specified in the RFP notice and replicated as under:
- a) The bidding agency can be a Private Sector Agency, Public Sector Undertaking set up by the Centre or State Govt. to carry out Civil & Electrical works or any Central/State Govt. Organization/PSU. Relevant supporting documents shall be furnished.
 - b) The bidding agency should have registered/ incorporated on or before 31st March 2010. (Letter of incorporation to be attached)
 - c) The firm/consultant/organizations should have proven experience for providing PDMC services for AMRUT Scheme for any state In India having Project Cost not less than 200 Crores (or) PDMC services for urban infrastructure like SWD, UGD, Water Supply, Bulk Drinking Water Supply & Distribution etc., in any



state in India having Project Cost not less than 200 Crores.

- d) The firm/consultant/organization should have Annual Average Financial Turnover of last three years ending on FY 2020-2021 not less than 25 Crores
- e) Bidding agency should have executed / executing for National Level Scheme or Mission organized funded by Central /State Govt. in “Water Supply/ Waste Water Management Work like WTPs, STP, FSTP, and Drainage & Sewerage Works” at Government/Public sector in last ten years from last date of month from RFP is published
- f) The bidding agency should have average annual financial turnover of Rs. 25.00 Crs on Design & Engineering Consultancy services during last three consecutive balance sheet (i.e. FY 2018-19, 2019-20& 2020-21) duly audited by Statutory auditor / CA.
- g) Should have a solvency Rs. 2 Crs issued by a Nationalized Bank. The Solvency Certificate should not have been issued earlier than 6 months of last date of submission of the tender.
- h) The bidding agency should not be a loss-making agency during any two consecutive years in the last three Financial Years mentioned above.

In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain **unopened**. **The GSUDA/Agency reserves the right to relax the said criteria and pre-qualify any number of applicants based on above criteria.**

4.11 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the “PDD”).

4.12 Brief description of the Selection Process

It is made clear that the Lowest financial bid is not the sole criteria and due to the specific nature of the project, 70% weightage shall be given to the Technical Capability of the Applicant and 30% for Financial capability. The Agency has adopted a two stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial bids.

4.12.1 Evaluation of Technical Proposals



In the first stage, the Technical Proposal will be evaluated on the basis on the eligibility criteria. Only those Applicants whose Technical Proposals score **60 marks** or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (S_T).

4.12.2 Evaluation of Financial Proposal

In the second stage, the financial evaluation will be carried out and each Financial Proposal will be assigned a financial score (S_F).

For financial evaluation, the total cost indicated in the Financial Proposal will be considered. The GSUDA will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

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

(F = amount of Financial Proposal)

Combined Technical and Final Evaluation

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

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

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.

The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve in case the first ranked Applicant withdraws, or fails to comply with the requirements as the case may be. 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.



4.12.3 Award of Consultancy

After selection, a Letter of Award shall be issued, in duplicate, by the GSUDA to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. The LOA shall constitute the Agreement for the purpose of this consultancy assignment.

4.13 PERFORMANCE SECURITY

The successful Consultant whose financial bid has been accepted, the Agency shall retain by way of performance security (the “Performance Security”), 3% (Three per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages. **The Bid security furnished along with tender shall be appropriated against the Performance Security.** The Consultant may, in lieu of retention of the amounts above, furnish an irrevocable Bank Guarantee substantially in the form specified. **The Performance Security submitted shall be valid upto a period of one year beyond the date of completion of services.** The successful bidder has to renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering any dues recoverable/ payable from/ by the Consultant on any account under the contract. On submission of performance guarantee and after signing of the contract, Bid Security may be returned as the case may be provided the successful consultant gives required Security in the form of Bank Guarantee. **The decision of Nodal Officer/Member Secretary shall be final in this regard.**

4.13.1 PERFORMANCE CLAUSE

Consultant shall be expected to fully comply with all the provisions of the (TOR), and shall be fully responsible for preparation of **Detailed Project Report** as per TOR, **Proof Checking** and **Project Management Consultancy**, keeping up the time schedule. Non-compliance of the provision of the Contract Agreement and other schedules by the consultant, non-adherence to the provision of TOR shall amount to non-performance.



In the event of non-performance by the Consultant, GSUDA reserves the right to encash the performance Guarantee or levy appropriate penalty subject to maximum of 20% of the total fees payable as per the AOC.

5.0 INSTRUCTIONS TO BIDDER

- 5.1 Online Request for Proposal is invited by the Member Secretary GSUDA who is the Nodal Officer for AMRUT 2.0, from Firms/Consultants/Organisations of repute (Applicants) having experience and satisfying the stipulated eligibility criteria for the work of 'Appointment of Project Consultants Project Development & Management Consultant (PDMC) for Implementation of AMRUT 2.0 in the state of Goa till the Mission Period (The detailed scope of work is specified in chapter three and TOR in chapter 5 hereof)
- 5.2 Only those Applicants, who are capable of undertaking the whole of the above work as per the scope envisaged under the scheme, may submit their proposals in the prescribed format.
- 5.3 Any entity which has been barred by the Central Government, any State Government, a statutory Agency or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 5.4 The Applicants shall be responsible for all the costs associated with the preparation of their proposal and their participation in the bidding and subsequent selection process. The Nodal Agency/GSUDA will not take responsibility or in anyway liable for such costs, regardless the conduct or outcome of the selection process.
- 5.5 The Applicants shall submit the methodology, they propose to adopt to execute and complete the task. (Must be enclosed along with the proposal).
- 5.6 The cost of visiting the Municipal area and undertaking any further studies and investigations shall be at the bidders own expenses.
- 5.7 No proposals shall be allowed to be modified after the submission.
- 5.8 At any time prior to the deadline for submission of tenders, Nodal Agency may amend the tenders by addendum.
- 5.9 All the correspondence and documents related to the tender/bid exchanged by the bidders and Nodal Agency shall be in written English.



- 5.10 Information relating evaluation and comparisons of tenders and recommendations for the award of the work shall not be disclosed to bidders or any other person not officially concerned with such process until the award is finalized.
- 5.11 Any comments, which the Applicant desires to make, shall not be placed in the annexed document but shall be in the form of a separate statement, which should be as brief as possible and give reference to page, clause or item number of the annexed.
- 5.12 The information submitted shall be specific and strictly as per the formats and useful to evaluate the capacity of the Applicant and no additional information need to be placed which is not asked in the formats and if placed shall be disregarded.
- 5.13 Whereas it is expected that proposals for development of AMRUT 2.0 may be received from all the 14 Municipal areas, the Nodal Agency may award the project to more than one agency depending on the requirement for expeditious delivery keeping in mind the validity of the Scheme by following due procedure.
- 5.14 The Nodal Officer, reserves the right to reject any proposal or to annual bidding process and reject all tenders at any time prior to the award of work without incurring any financial liability towards the affected Applicants and any obligation to inform the Applicants.
- 5.15 The Applicant is required to read the provisions of the Scheme in detail by downloading the Atal Mission for Rejuvenation and Urban Transformation 2.0 Scheme Guidelines Operational Guidelines issued by Ministry of Housing & Urban Affairs.
- 5.16 It is required that the Applicant should be well versed in the field of not merely development of sports infrastructure but social development of the Communities that are the target group for the intended benefit, through creation of training modules, organising sport meets, knowledge initiatives, O & M planning for sustainable development including building of PPP Model in the structure.
- 5.17 Submission of misleading information and suppression of facts shall result in summary rejection of the Proposal.



- 5.18 Applicant shall ensure that there is no conflict of interest that may affect the selection process or the project. The Applicant is expected to self declare even if a situation of perceived conflict of interest exists. The Decision of the Nodal Officer on a case of Conflict of Interest shall be final.
- 5.19 An Applicant shall submit only one Proposal.
- 5.20 Presentation may be required to be made by an applicant as may be desired by the Nodal Agency before opening of Financial Proposal.
- 5.21 Application shall be made in the prescribed forms.
- 5.22 Successful Applicant shall have to enter into an agreement with the Nodal Agency and a separate tripartite Agreement with the Nodal Agency and the Beneficiary.
- 5.23 The successful applicant shall open an Office in Goa within one month from date of signing of agreement and inform GSUDA / AGENCY in writing, failing which the action shall be construed as breach of contract and action shall be initiated as per relevant clauses in the agreement.

6.0 Communications

All communications including the submission of Proposal should be addressed to:

The Member Secretary,

Goa State Urban Development Agency, GSUDA

6th Floor, Shramashakti Bhavan,

Patto, Panaji, Goa - 403001

Phone: 0832-2437210 Tele- Fax:0832-2437094

Email: gsuda.gsuda@yahoo.com

Website: www.gsuda.org



CHAPTER 3

4.1 ELIGIBILITY CRITERIA

1. The bidding agency can be a Private Sector Agency, Public Sector Undertaking set up by the Centre or State Govt. to carry out Civil, Environmental, hydrology, Electrical works or any Central/State Govt. Organization/PSU. Relevant supporting documents shall be furnished.
2. The bidding agency should have registered/ incorporated on or before 31st March 2010. (Letter of incorporation to be attached)
3. The firm/consultant/organization should have proven experience for providing PDMC services for AMRUT Scheme for any state In India having Project Cost not less than 200 Crores (or) PDMC services for urban infrastructure like SWD, UGD, Water Supply,Bulk Drinking Water Supply & Distribution etc., any state in India having Project Cost not less than 200 Crores.
4. The firm/consultant/organization should have Annual Average Turnover of last three years ending on FY 2020-2021 less than 25 Crores.
5. Bidding agency should have executed / executing for National Level Scheme or Mission organized funded by Central /State Govt. in “Water Supply/ Waste Water Management Work like WTPs, STP, FSTP, and Drainage & Sewerage Works” at Government/Public sector in last ten years from last date of month from RFP is published.
6. The Firm/Consultants/Organization should have a turn over as specified in the eligibility criteria and a positive net worth during the past 3 years. The Agency should not have suffered loss during any of the previous 3 years.
7. The Firm/Consultants/Organization should not have been black listed by any of its clients
8. The bidding agency should have average annual financial turnover of Rs. 25 Crs on Design & Engineering Consultancy services during last three consecutive balance sheet (i.e. FY 2018-19, 2019-20 & 2020-21) duly audited by Statutory auditor / CA.
9. Should have a solvency Rs. 2 Crs issued by a Nationalized Bank. The Solvency Certificate should not have been issued earlier than 6 months of last date of submission of the tender.
10. The bidding agency should not be a loss-making agency during any two consecutive years in the last three Financial Years mentioned above.



4.1.1 Responsiveness of the Bidder:

In order that the bid to be responsive:

- i. The bidder should have annual financial turnover of Rs.25.00 Cr in the last three financial years ending 2021 March;
- ii. The bidder should have not incurred any loss (Profit after tax should be positive) in more than two consecutive financial years during the last five financial years ending on 31.03.2021;
- iii. The bidder should have positive net worth during last financial year ending on 31.03.2021.
- iv. The Bidder should have worked and completed for AMRUT/ UIDSSMT or for infrastructure projects involving Road, SWD, UGD, Water Supply etc., in any state of India having Project Cost not less than 200 Crores.

4.2 EVALUATION OF ELIGIBILITY AND FORMATS

The bidding agency who qualify as per the Eligibility Criteria given in the preceding Clauses will be shortlisted for further evaluation. The scoring criteria to be used for evaluation shall be as follows:

A) Technical Qualification Criteria (Max Marks = 100)

Sr. No.	Minimum Requirements	Documents to be submitted	Max Score
1.	The firm / company must be registered and incorporated in India under relevant clause of Indian Companies Act and operating since last 10 financial years ending on 31.03.2021	Copy of Certificate of Incorporation/ registration certificate of the company	Max. Marks= 10 >20 Years=10 Marks 10-20 Years=5Marks <10 Years=2 Marks
2.	They should have executed / executing for Waste Water Management Work / Water	Copy of completion Certificate/ Work Order issued by Client.	Max. Marks= 20 >10 Projects=20 Marks 5-10 Projects=15Marks



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	Supply/Solid Waste like Water supply scheme, Irrigation Work, Bulk Drinking Water Supply & Distribution, STP, FSTP, Drainage & Sewerage Works. (Only Projects above 10 cr. To be considered) in Last 10 years		<5 Projects=10 Marks
3.	The Bidder should have worked and completed for AMRUT/ UIDSSMT or for infrastructure projects involving Road, SWD, UGD, Water Supply etc., in any state of India having Project Cost not less than 200 Crores.	Copy of completion Certificate of Work issued by Client Work Order issued by Client.	Max Marks = 15
4.	Manpower Requirement: Full time employee on payroll of bidder working in India should be as follows. Technical team- Engineers- 50nos	Certificate on the letterhead counter signed by CMD/ MD/ Director/ Head of HR of the bidding organization.	Max. Marks = 15 <25 nos = 0 Marks 25- 35 nos. =7 Marks 36-50nos=10 Marks >50nos. = 15 Marks
5.	The applicant should have an average annual turnover as per qualification requirement.	Last three consecutive years balance sheet (i.e. FY 2018-19, 2019-20 & 2020-21) duly audited by Statutory auditor / CA. CA certificate for Turnover.	Max Marks= 10 above 30 Crores=10 Marks 25-35 Cr =5 Marks



6.0	CV of Key Personnel (Minimum Key personnel)	<ol style="list-style-type: none"> 1) Team Leader <ul style="list-style-type: none"> • Experience more than 15 Years- 5 Marks • 10-15 Years- 3 Marks 2) Design Engineer - Water Supply <ul style="list-style-type: none"> • Experience more than 10 Years- 5 Marks • 7-10 Years- 3 Marks 3) Design Engineer - Liquid Waste Management (Sewerage) <ul style="list-style-type: none"> • Experience more than 10 Years- 5 Marks • 7-10 Years- 3 Marks 4) Design-Estimation Engineer/Quantity Surveyor <ul style="list-style-type: none"> • Experience more than 10 Years- 5 Marks • 7-10 Years- 3 Marks 5) Resident Engineer <ul style="list-style-type: none"> • Experience more than 10 Years- 5 Marks • 7-10 Years- 3 Marks 	Max Marks=20 Form-E
7.	Proposed Methodology & Work Plan	The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of	Max Marks= 10 Form-F



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		expertise needed for this assignment have been fully covered by its proposal. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.	
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Minimum 60 marks out of 100 marks is mandatory for Technical qualification of the bidder.



4.3 FORMATS

FORM TECH - A

STRUCTURE AND ORGANISATION

(Documentary proof to be enclosed wherever required)

1.	Name of applicant with full address	:	
2.	Tel. No.	:	
3.	Fax No.	:	
4.	Email	:	
5.	Whether the firm is an individual proprietary concern, a registered Partnership firm or a Limited Company	:	
6.	Year of Incorporation.	:	
7.	Name and address of the person holding the Power of Attorney.	:	
8.	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
9.	Name of Bankers with full address.	:	
10.	Permanent Account Number (copy of PAN Card to be enclosed)	:	
11.	Service Tax Registration Number (copy).	:	
12.	Details of Prizes & Awards, if any.	:	
13.	Registration Empanelment with any other Central / State Govt. / Govt. Undertaking in last 10 years.	:	
14.	Computer Software Packages.	:	
15.	Computer Hardware.	:	
16.	Drafting Equipment/Printers.	:	
17.	Are you presently debarred / Black listed by any Government Department / Public Sector Undertaking / Any Employer? (If Yes, please furnished details)	:	
18.	Name and details (Tel / Mobile / E mail) of contact persons		

Certified that the above information is correct to the best of our knowledge and no relevant information is concealed. If at any time during or after the Empanelment, it is proved that the information furnished is wrong, GSUDA reserves the right to take necessary action against our firm as per applicable Laws/Rules of the land.

Signature of Authorized Representative of the Firm

Date

Name _____

Seal/Stamp of the Firm



FORM TECH - B

Specific Experience of the Firm/Organisation/Consultancy in Providing Consultancy Services to State/ ULB for Projects under AMRUT Scheme in India/UIDSSMT or for infrastructure projects involving Road, SWD, UGD, Water Supply etc., in any state of India having Project Cost not less than 200 Crores.

Sr. No.	Name of the project	Details of client	Cost of project	Period	Value of the Assignment



FORM TECH - C

Criteria Organizational capability in:

(i) Waste Water Management Work / Water Supply/Solid Waste like Water supply scheme, Irrigation Work,Bulk Drinking Water Supply & Distribution, STP, FSTP, Drainage & Sewerage Works.

(Only Projects above 10 cr. To be considered) in Last 10 years

(ii) Bidder should have worked and completed for AMRUT/ UIDSSMT or for infrastructure projects involving Road, SWD, UGD, Water Supply etc., in any state of India having Project Cost not less than 200 Crores.

Sr. No.	Name of the project	Details of client	Cost of project	Period	Value of the Assessment



FORM TECH - D

FINANCIAL CAPABILITY

Applicant:

Financial capability of the firm. - average annual financial turnover of Rs.25 Crs on Design & Engineering Consultancy services during last three consecutive balance sheet (i.e. FY 2018-19, 2019-20 & 2020-21) duly audited by Statutory auditor / CA.

FINANCIAL STATUS / CAPABILITY STATEMENT

1. Audited balance sheet for the last three years proving the financial turn over of last three (2018-19, 2019-20, 2020-21).
2. Income tax clearance certificate.
3. PAN card details
4. GST registration details
5. The applicant should have an average annual turnover as per qualification requirement.
6. The bidder should have not incurred any loss (Profit after tax should be positive) in more than two consecutive financial years during the last five financial years ending on 31.03.2021.
7. The bidder should have positive net worth during last financial year ending on 31.03.2021.

(Documentary proof to be enclosed wherever required)



FORM TECH - E

TECHNICAL AND MANAGERIAL CAPACITY

LIST BY CATEGORY, THE TOTAL NUMBER OF professionals PROPOSED FOR THE PROJECT AND EXPERIENCE

Sr.No.	Designation	Name	Educational Qualification	Length of Professional Experience	Present Employment		Number of Eligible Assignments	CV's of Professional to be enclosed
					Name of Firm	Employed Since		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	



FORM TECH - F

Applicant:

PROPOSED METHODOLOGY AND WORK PLAN

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

1. Understanding of TOR (not more than two pages)
The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than three pages)
The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

Note: Marks will be deducted for writing lengthy and out of context responses.



CHAPTER 5

CONSULTANCY FOR FOR

**REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT
OF PROJECT CONSULTANT AS PROJECT
DEVELOPMENT AND MANAGEMENT CONSULTANT
(PDMC) FOR EXECUTION AND IMPLEMENTATION OF
AMRUT 2.0 IN THE STATE OF GOA TILL THE MISSION
PERIOD.”**

TERMS OF REFERENCE (TOR)



5.0 SCOPE OF WORK / TERMS OF REFERENCE

The scope of PDMCs will broadly cover Planning, Designing, preparing DPRs, Detailed Design Review, Bidding Process & Contract Management and Construction Supervision and management of projects. They will Review City Water Balance Plans (CWBP), prepare City Water Action Plan (CWAP) and State Water Action Plan (SWAP) and carry out investigation, design, procurement, and implementation using PMIS / latest IT tools and techniques. They will help in monitoring physical & financial progress of projects and updating Mission portal. They will also help States/ UTs in conducting capacity building activities. PDMC shall provide the required details of execution to the ULBs/ State/GoI. **The PDMC shall prepare, review and improve the City Water Balance Plan (CWBP), City Water Action Plan (CWAP) in coordination with State/ULBs.** CWBPs will comprise details of water sources including water bodies, water treatment and distribution infrastructure, area-wise water coverage, status of NRW and sewerage network including STPs etc. The gaps in service delivery as worked out based on Baseline data of household water tap and sewer/ septage connections in the cities potential projects shall be identified targeting functional outcomes. CWAP will comprise the list of projects proposed by the ULB in the priority sectors of water supply; sewerage/ septage management; rejuvenation of water bodies including green spaces & parks. Based on the CWBP and CWAP, the PDMC shall prepare, review and if required, shall improve the CWBP and CWAP and accordingly prepare DPRs in coordination with the State/ULBs. The PDMC will also ensure compliances and monitoring of the project activities and support in updation of Project MIS, Submission of Utilization Certificate or any other Online monitoring tool developed by the State/GoI and also suggest innovative techniques such as online monitoring of Work Sites with the aid of cyber tools.

- The PDMCs will examine convergence with other similar schemes in terms of coverage, fund flow, impact and outcomes. The scheduling of projects for next five years will be done in consultation with citizens. During the process of developing the SWAP, the PDMCs shall explore the possibility of Public Private Partnerships (PPP) in project implementation. PDMCs will prepare Detailed Project Reports (DPRs), which shall include financial plan and O&M strategy for complete life cycle of projects. Based on approved DPRs, PDMCs will provide bid documents and support States/ULBs in procurement of contracting firms. They will subsequently provide extensive support to ULBs/State, parastatal and requisite departments for project implementation.
- The PDMC will carry out a multi-stage exercise in close collaboration with the State, ULBs and other stakeholders. The proposed project has been taken up for improvement / introduction of Urban Infrastructure including ensuring delivery of services. Without limiting the scope the PDMC has to work in close liaison with the State / ULBs for implementation of AMRUT 2.0 including Project Management of other Notified Schemes in Project Area and will be responsible for the following tasks.



- Preparation of Detailed Project Report of City Water Balance Plans (CWBP) will comprise details of water sources including water bodies, water treatment and distribution infrastructure, area-wise water coverage, status of NRW and sewerage network including STPs etc. The City Water Balance Plans (CWBP) will also comprise the list of projects proposed by the ULB in the priority sectors of water supply; sewerage/ septage management; rejuvenation of water bodies including green spaces & parks. ULBs/State PWD will furnish the roadmap of providing household water tap connections with a view to achieve universal coverage of water supply.
- The PDMC shall prepare/review already prepared CWAP for Water supply projects, CWAP for Sewerage/ septage management projects, CWAP for projects on Rejuvenation of water bodies and development of parks & green spaces, Roadmap for water tap connections, Roadmap for sewer/ septage connections, State Roadmap for achieving universal coverage of household water tap connections, State Roadmap for achieving universal coverage of household sewer/septage connections, State Roadmap for rejuvenation of water bodies and development of parks & green spaces, A&OE action plan of State, Capacity Building plan of State, IEC action plan.
- The PDMC shall prepare the Detailed Project Reports of Rejuvenation of Water Bodies as per the operational guideline of AMRUT 2.0.
- The PDMC shall prepare the Detailed Project Reports of 24x7 water supply & augmentation schemes shall be taken up in the form of projects by the Competent Authority/ULBs.
- The PDMC shall prepare the Detailed Project Reports of Development of Green Spaces and Parks on divyang friendly shall be taken up in the form of projects by the GSUDA/ULBs.
- The PDMC shall assist the Competent Authority/ULBs for the Pey Jal Survekshan & Information, Education and Communication (IEC).
- The Competent Authority/State will provide the State Water Action Plans (SWAPs) which comprise entire list of projects, city-wise and sector-wise, proposed to be undertaken by States/ UTs. Cost of projects taken up will exclude cost of land acquisition. The PDMC will assist the Competent Authority if the land acquisition not available.
- The PDMC shall consider the number of proposed new household water tap connections, sewer connections and coverage of existing water tap and sewer connections to be augmented.
- The PDMC shall ensure that Water supply projects oriented towards 24x7 water supply in AMRUT cities have been taken up.
- The PDMC shall prepare Detailed Project Reports of Urban Aquifer Management Plan - Aquifer Management Plan with focus on maintaining positive groundwater balance in



urban aquifer systems and will strategize the groundwater recharge augmentation by developing a roadmap for improving rainwater harvesting within city limits.

- The list of officer shall be provided to PDMC by Competent Authority/ULBs for the monitoring of projects through an online module for achievements of mission objectives. The GIS based Master Plans if available will be provide by State Governments/ Competent Authority/Parastatals/ULBs.
- The PDMC shall ensure the all the Detailed Project Reports shall be submitted which follows all the guidelines as indeed in Operational Guideline of AMRUT 2.0.
- Approvals shall be granted by the Competent Authority/ULBs for the submitted Detailed Project Reports along with estimates.
- The PDMC shall ensure Finalization of packages and modality of tendering in line with CPWD procedures or any such standard procedures adopted by the State in consultation with GSUDA.
- The PDMC shall formulate Preparation of tender documents, cost estimate, technical specification , drawings and data sheets as per approved packages in consultation with Competent Authority.
- The PDMC shall formulate Preparation of Cash Flow Statement and Fund requirement for the approved projects.
- The PDMC shall assist the Competent Authority for floating the tenders and for selection of agency to implement the approved projects.
- The PDMC shall formulate technical & financial evaluation of the agencies participated in the approved tenders and submit the comparative statement to Competent Authority for approval.
- The PDMC shall recommend for issue of work order as per the tender conditions and the work order shall be issued by Competent Authority to the agency following all Govt. norms & procedures.
- Preparation of Working Drawings, Review of vendor drawings.
- Preparation of schedules and overall Construction Supervision.
- Measurements of Works & certification of bills and submitting to Competent Authority for approval.
- Time and Cost Monitoring.
- Certify completion of project, certify and issue to Competent Authority as Built drawings
- To obtain the required statutory approval on behalf/In the name of Competent Authority (if applicable). The fees for obtaining such approvals shall be part of Contract Document.
- OR any other services for successful implementation and completion of the project/Mission



1. Detailed Scope of Services shall include the following

- (i) Ascertain requirements and guide line of AMRUT 2.0, carry out detailed survey of the area and make out annual implementation plan (AIP) for each year plans for various alternatives as required. Freeze the AIP as finally decided by the department and obtain Administrative approval and Expenditure Sanction from the department for the Estimated Cost of the Works. Preparation of Annual Implementation Plan (AIP) for FY 2021-22 onwards are to be prepared well in advance with consultation with the department.
- (ii) Carry out Detailed Designs and Drawings for actual execution of the Work and obtain the approval of the competent department.
- (iii) Prepare detailed specification, tender schedule & tender documents and call tenders for Civil, Electrical, other Engineering and Specialized works or any other works relevant to the AMRUT Mission. The bill of Quantities shall be based on the Detailed Estimate as approved by Competent Authority/GSUDA.
- (iv) Two packet systems shall be adopted with evaluation of Technical Bid. The PDMC shall assist Competent Authority/GSUDA to tender the works. PDMC should submit qualification documents of all qualified tenders to the Competent Authority/GSUDA for approval. Price Proposal of only approved tenderer by Competent Authority/GSUDA should be opened by PDMC.
- (v) Finalize the Tender adopting CPWD procedure or any other standard procedure approved by the competent authority, after determining the reasonable cost of works based on latest Goa Schedule of Rates & market rate analysis of major items if required.
- (vi) Assist Competent Authority/GSUDA to execute the agreement with the Contractor as per CPWD procedures.
- (vii) Take single point responsibility for supervision in and execution of the proposed Works by deployment of adequate technical and supporting staff at various sites of works. The Technical team must be appointed with the consent of department.
- (viii) RA Bills and Final Bills of the Contractor should be certified by PDMC and submit to Competent Authority/GSUDA for approval. The Competent Authority/GSUDA will release the payment to the Contractor/Agency.
- (ix) Liaising with Competent Authority/Urban Local Bodies and obtain their approvals for the Works and for shifting relocating existing utilities as necessary.



- (x) Submit periodic Progress Reports in the format and periodicity as stipulated.
- (xi) Coordinating with main and sub-contractors and rendering technical advice; Holding periodic Progress Meetings and sorting out problems arising if any due to action or inaction of the department.
- (xii) Providing adequate supervising personnel in the field to coordinate, control, supervise, inspect, liaise and report on the works at site.
- (xiii) Ensure quality control of the Work including materials and workmanship, certify measurement of work executed, and made progressive payments based on physical realization completion of works, as per approved procedure and schedule of payments to Contractors.
- (xiv) Sanction of Extension of Time to the Contractor for completion of Works, with or without Liquidated Damages.
- (xv) Complete administration and management of Contract with the Works Contractor till expiry of the maintenance period and payment of final dues to the Contractor.
- (xvi) Attend to the inspection, if any, carried out by Government Agencies such as Central Vigilance Commission, comply with their statutory requirement and effectively arrange for replying to their observations.
- (xvii) In all matters, to confirm to the conditionality's of and documents approved by the Funding Agency, as stipulated by the department.

2. Period of the Assignment

The tenure of assignment / contract would till the Mission period from date of signing of agreement. If performance of the agency is found satisfactory.

3. Deployment of Manpower

PDMC shall deploy following Manpower for rendering the services as described in the Scope of work

Experts Title	Qualifications &Skills	Roles & Responsibilities
Key Personnel		
Team Leader	Graduate in Civil Engineering with specialization in Environmental Engineering/ Public Health Engineering. 10 years' experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Drainage/ Solid Waste	<ul style="list-style-type: none"> • Responsible for overall management and administration of the project components during design and construction; • Advice on procurement and



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Experts Title	Qualifications &Skills	Roles & Responsibilities
	<p>Management) of which Minimum 10 years in Water Supply & Sewerage projects in Leadership roles.</p>	<p>bidding process</p> <ul style="list-style-type: none"> • Construction supervision, quality monitoring, contract management; • Establishment of Construction Management and Project Performance Monitoring and Reporting System; • Assist in resolving contractual issue during implementation; • Preparation of Progress as well as Project Completion Report; • Scheduling and ensuring timely mobilization/ demobilization of team members
<p>Design Engineer - Water Supply</p>	<p>Graduate in Civil Engineering with specialization in Environmental Engineering/ Public Health Engineering 07 years' experience in urban Water supply projects Experience in water supply design and implementation. Well known with water jam software.</p>	<ul style="list-style-type: none"> • Design of water supply works • Appraisal of subprojects for Water Supply; • Preparing Water Supply master plans for cities • assist Procurement • Oversee contract management and performance monitoring of the contractors • Ensuring the construction activities are implemented as per design in field; • Assist in preparation of Project Completion Report • Furnish the detailed construction drawings as necessary during continuance of the contract;
<p>Design Engineer - Liquid Waste Management (Sewerage)</p>	<p>Graduate in Civil Engineering with specialization in Environmental Engineering/ Public Health Engineering 07years' experience in Waste Water projects</p>	<ul style="list-style-type: none"> • Design of waste water works • Appraisal of subprojects for Waste Water; • Preparing Waste Water/ Sewerage master plans for cities • Assist Procurement • Oversee contract



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Experts Title	Qualifications &Skills	Roles & Responsibilities
		management and performance monitoring of the contractors <ul style="list-style-type: none"> • Ensuring the construction activities are implemented as per design in field; • Assist in preparation of Project Completion Report
Design - Estimation Engineer	Graduate in Civil Engineering 07 years' experience in designing and estimation of Water Supply, Sewerage ,water body rejuvenation and ground water discharge and green space.	<ul style="list-style-type: none"> • Preparation of Design and Estimates for Water Supply, Sewerage and Storm Water Drainage works ; • Ensuring the construction activities are implemented as per design in field; • Furnish the detailed construction drawings as necessary during continuance of the contract;
Resident Engineer	Graduate in Civil Engineering with 7 years' experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Drainage/ Solid Waste Management)	<ul style="list-style-type: none"> • Responsible for overall management and administration of the project components during design and construction; • Advice on procurement and bidding process • Construction supervision, quality monitoring, contract management; • Establishment of Construction Management and Project Performance Monitoring and Reporting System; • Assist in resolving contractual issue during implementation; • Preparation of Progress as well as Project Completion Report; • Scheduling and ensuring timely mobilization/ demobilization of team members

Note: The above list of for Key Personnel only. The PDMC shall assess the requirement of Sub-Key professional (Field Engineer/ CAD Engineer/ DEO etc.) and shall depute for the project.



5.1 Review Meetings

Review meetings shall be held between the GSUDA and the Contractor at site at weekly intervals. The meetings should be convened by the Consultants and would have the objective of expanding on the contents of progress reports, discussing any problems and financial matters.

5.2 Reports and Time Schedule

5.2.1 Schedule of Reports

The Consultant shall prepare and submit two (2) copies to GSUDA of each of the following reports and documents in English.

- a) Inception Report - Within 15 days after mobilization.

- b) Weekly progress Reports - By Wednesday or the following day if Wednesday happens to be a holiday.
- c) Monthly Progress Reports - By the 5th of the each month except the month following the Inception Report.
- d) Final Report - One (1) month after completion of the works (provisional acceptance).
- e) Q.A.Report - Along with the R.A. Bills and final bill.

26.2 Contents of Reports

a. Inception Report

The Inception Reports shall cover the following:

- . Reviewing Contractors mobilization and work plan;
- . Setting out Guidelines for Administering, Monitoring and Evaluation project progress; Quality Assurance Programme.

b. Weekly progress reports

The Weekly progress reports shall cover the following:

- . Progress achieved vis-à-vis the approved programme;
- . Bottle necks, if any;



c. Monthly Progress Reports

The Monthly Progress Reports shall be brief and concise and provide means of closely monitoring project progress and forecasting construction costs, and shall cover the following:

- Main activities, undertaken and events for the period and Progress Report;
- On the activities of the Contractor and supervision staff;
- Monitoring and Evaluation of project progress;
- Project accounts, payments of approved bills, claims, certificates of payments and variation orders;
- Summary of Consultants observations / results on Quality Control tests.

d. Final Report

On completion of the Project, the Consultant shall prepare a final report which will form a comprehensive record of the construction works including any changes or modification of designs, problems encountered and solutions recommended, operational procedures, expenses and variations.

All the reports and documents relevant to the services, maps, field survey notes, computer programmes, etc. shall become the property of the GSUDA. The Consultant shall provide one reproducible copy of constructional and as-built drawings.

27. Services during the Defects Liability Period and Maintenance period

27.1 During this period, the Consultant shall undertake the following:

- a. Inspection of works prior to the expiry of the Contractor's defects liability / Maintenance period, preparation of a final deficiency list if required, supervision of remedial works and recommendation to GSUDA/Competent Authority as to the date of the Final Inspection of Works.
- b. Carrying out Final Inspection of Works together with representatives of the GSUDA/Competent Authority and the Contractor.
- c. Preparation and issuance of the Defects Liability Certificate.
- d. Preparation of Final Payment Certificate.



APPENDIX-“A”

2.0 SCHEDULE OF PAYMENTS

2.0.1 The final offer of the Consultant is _____ % (_____
_____percent) excluding GST of
the cost of the work. ***(To be filled by the Employer)***

2.0.2 In consideration of the performance of the Contract, the Employer shall pay to the
Consultants as consideration for his services as set forth below :

2.0.2.1 The fees payable would be based on the above offer accepted during
negotiation. The fees would be paid in the following stages and in the mode
prescribed.

3.0 PAYMENT FOR PRETENDER ACTIVITIES

3.1. The pretender activity period shall start from the date of Consultancy. The payment
for this activity for this and during its period shall be **25%** of the quoted or final
offer of the Consultant whichever is lower. Approved Budget allocated/Proposed
Budget Cost for the State of Goa is Rs.170 Crores approximately. (Central Share
Budget- Rs.86.00 Cr, State Share Budget-Rs.86.00 Cr)

% of the offer written in a Para 2.0.1 above

a) Upon submission of inception report considering all components of AMRUT
2.0**Rs. 10,00,000/-**

b) Upon Review & updating City Water Balance Plan (CWBP), City Water
Action Plan (CWAP) Prepared by ULBs and submission to AMRUT
Portal.....**Rs. 15,00,000/-**

*(Note: Rs. 25,00,000/- payable in above 2 stage, shall be adjusted in the next stage of
payment due to the consultant. In case the payment due to the consultant in next stage
is less than Rs. 25 lacs, the same shall be adjusted from the next to next stage and so
on...till it is recovered completely)*

c) On survey, preparation of conceptual designs, block estimate, report, 3
Dimensional AutoCAD presentation (if ordered) getting approval of GSUDA
in sufficient details. Preparation of estimate, design, drawing and Submission
to GSUDA. On Approval of DPR from SLTC/ Centre and receipt of 1st
Installment of Funding from Centre**15%**



- d) Preparation of draft e-tender documents, schedule of quantities, specifications, tender drawings and getting approval from competent Authority and other related works obtaining Financial Sanction From Government/Competent Authority and after award of work.....**10%**

3.1 EXTENTION OF TIME LIMIT FOR PRE-TENDER ACTIVITIES :

- a. If there is genuine delay to complete the pre-tender activities by the Consultant then the Consultant should obtain valid extension for the prescribed period of pre-tender activities.
- b. The reduction in the fees made for the delay will not be released unless the valid extension is granted for pre-tender activities.
- c. The decision of Member Secretary, GSUDA for granting extension and penalty shall be final and binding.

3.2 FORECLOSURE OF AGREEMENT AFTER PRE-TENDER ACTIVITIES

;

If after completing the pre- tender activities, the GSUDA decides not to proceed with the post-tender activities, then the GSUDA will have the right to foreclose the agreement and in that event, the Consultant will not be entitled for any claim on that count.

3.3 PAYMENT FOR POST TENDER ACTIVITIES

- i) The post tender activities shall come into effect from the date of award of construction contract.
- ii) The payment for the tender activities shall be at the percentage rates as prescribed below:

(A) WORKING DRAWINGS

% of the offer written in Para 2.0.1 above

- a. **During actual execution of the work pro-rata as per progress of work.. 60%**
- b. **After submission of final bill, completion certificate and after obtaining revised Competent Authority approval &Expenditure Sanction from Government if any 10%**



- c. **On completion of Consultant's assignment i.e. at the end of Defects liability/maintenance period & after successful completion of the AMRUT 2.0 Mission** **5%**
- d. **The Performance Security @ 3% retained shall be released after successful completion of the AMRUT 2.0 Mission.**

3.4 PAYMENT OF FEES DURING ACTUAL EXECUTION / LEVY OF PENALTY

- a) The amount towards Escalation, Price Variation, Penalty paid to the Contractor and Cost of Land shall not be taken into account while evaluation the fees of the Consultants.
- b) If any cost towards Extra/Deviated/Substituted items due to faulty estimate is attributed to the fault of Consultant, then the same shall be not be taken into account while evaluating the fees of the Consultant.
- c) Failure on the part of the Consultant to perform any part of its services or breach in achieving deliverables as stated in Clause.4.1.1 Reports and Documents to be submitted by the Consultant to GSUDA (refer pg.53) hereinafter or delay in according decisions at site, carrying out checks, on account of which the contract has to be extended beyond the scheduled date of completion shall attract liquidated damages at the rate of Rs.1000/- (Rupees One Thousand Only) for delay of every day or levy of lumpsum amount for delay/breach of contract by Consultant to be decided by the Member Secretary. However the aggregate total of such liquidated damages shall not exceed twenty percent (20%) of the total payable fees for Consultancy Services.
- d) In case of any deficiency in the Consultancy services in quality checks and certification of measurements, appropriate penalty in lumpsum penalty shall be levied. The decision of Member Secretary, GSUDA is final and binding in this regard.
- e) If the Consultant fails to employ any personnel as required under this contract, GSUDA reserves the right to recover proportionately for his/her absence.
- f) GSUDA reserves the right to negotiate/revise the schedule of fees suitably based on the requirement of the project.



4.0 MODE OF BILLING AND PAYMENT

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

- a) As soon as practicable and not later than five (5 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Employer, the bill, in duplicate for the services rendered by him in the prescribed Performa. The Consultant shall also submit the monthly deployment statement of staff.
- b) The Employer shall cause the payment of the Consultant periodically as given above within fifteen (15) days after the receipt by the Employer of the bills with supporting documents. Only such portion of a monthly statement that is not satisfactory supported may be withheld from payment. Should any discrepancy, be found to exist between actual payments and cost authorized to be incurred by the Consultant; the Employer may add or subtract the difference from any subsequent payments.
- c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the 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 unless within ninety (90) days period Employer gives written notice to the Consultant specifying in detail deficiencies in the Services, in the final report or in final statement, the Consultant shall there upon promptly make any necessary corrections, and upon completion of such corrections, 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 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 (12) calendar months after receipt by the Employer in accordance with the above.
- d) GST at the prevailing rate will be added while giving payment to the Consultant, as the offer of Consultant is **exclusive of GST**.

4.1 Reports to be submitted by the Consultant to GSUDA

1. All reports, documents and drawings are to be submitted separately for each of the traffic homogenous link of the Project Road. The analysis of data and the design



proposals shall be based on the data derived from the primary surveys and investigations carried out during the period of assignment. The sources of data and model relationships used in the reports shall be indicated with complete details for easy reference.

2. Project preparation activities will be split into four stages as brought out below **No Stage Key activities Report/deliverable submitted**
 1. Inception Project planning and mobilization Inception Report and QAP
 2. Draft Detail Project Report (DDPR) Draft Detailed design of roads, preparation of detailed project report with drawings Draft DER Report, documents and drawings 3 Final Detail Engineering Report (FDER) Detailed design of roads, preparation of detailed project report with drawings Final DER Report, documents and drawings 4 Bid Documents Preparation of bid documents and technical schedules Civil Works Contract Agreement and Schedules
 3. Timelines for the submission of reports and documents Consultant shall be required to complete, to the satisfaction of the client, all the different stages of study within the time frame indicated in the schedule of submission in para 10 pertaining to Reports and Documents for becoming eligible for payment for any part of the next Stage.

4.1.1 Reports and Documents to be submitted by the Consultant to GSUDA

1. The Consultant shall submit to the client the reports and documents in bound volumes (and not spiral binding form) after completion of each stage of work as per the schedule and in the number of copies as given in Deliverables. Further, the reports shall also be submitted in Pendrive / CD's in addition to the hardcopies as mentioned in deliverables. Consultant shall submit all other reports mentioned specifically in the preceding paras of the TOR.
2. The time schedule for various submissions prescribed at Sl. No.1 above shall be strictly adhered to. No time overrun in respect of these submissions will normally be permitted. Consultant is advised to go through the entire terms of reference carefully and plan his work method in such a manner that various activities followed by respective submissions as brought out at Sl.No.1 above are completed as stipulated.

Consultant is, therefore, advised to deploy sufficient number of supporting personnel, both technical and administrative, to undertake the project preparation activities in construction package (Section) simultaneously. As far as possible, the proposal should include complete information such as number of such persons, name, position, period of engagement, remuneration rate etc. The Consultant is also advised to start necessary survey works from the beginning so as to gain time in respect of various other activities in that stage.

Deliverables in each stage of project

1. The key stages, activities and deliverables for the detailed project report are as described in these documents
2. The following section describes the detailed requirements for each report that needs to be submitted



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3. Formats for submission of Reports and Documents to understand any additional format and content requirements
4. All reports must be submitted along with the relevant checklist form completed and signed off by the consultant.

Sr.No	Stage	Key Activities	Report/deliverable submitted	Timeframe from date of LOA
1.	Inception	Mission planning and mobilization	Inception Report	15 Days
2.	Verification, review and Validation of CWBP, CWAP whichever is finalized	Reveiwing CWBP for all 14 ULBs and preparing CWAP for the same. Reviewing CWAP in all respective ULBs if already prepared.	Data Validation Report and updating the Mission portal	30 Days
3.	Approval of City Water Action Plan (CWAP) and preparation of State Water Action Plan (SWAP)	Submission of CWAP and State Water Action Plan	CWAP & SWAP	80 Days
4.	Draft Detailed project Report (DPR)	Submission and approval of draft DPR	Draft Detailed Project Report (DPR)	90 Days from stage sr.no.2
5.	Final Detailed Project Report	Finalizing Detailed Project Report	Detailed Project Report(DPR) Document	15 Days from approval of sr.no.4
6.	Appropriate Approval for Estimates/Design/Tenders/ Bid Document	Submission	Appropriate Approval for Estimates/Design/ Tenders/Bid Document	60 Days from approval of sr.no.4
7.	Acceptance of Tenders for Proposed Works	Acceptance of Tendered Works		30 Days from Sr.no.6
8.	Project Management Consultancy			As per the Contract of Contractors



CHAPTER 5

AGREEMENT

FOR

**REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF
PROJECT CONSULTANT AS PROJECT DEVELOPMENT AND
MANAGEMENT CONSULTANT (PDMC) FOR EXECUTION AND
IMPLEMENTATION OF AMRUT 2.0 IN THE STATE OF GOA TILL
THE MISSION PERIOD.”**

BETWEEN

GOA STATE URBAN DEVELOPMENT AGENCY, GSUDA

AND

CONSULTANT



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AGREEMENT

Appointment of Project Development & Management Consultant (PDMC) for implementation of AMRUT 2.0 in the state of Goa

AGREEMENT No. _____

This AGREEMENT (hereinafter called the “Agreement”) is made on the _____ day of the month of _____ 2022, between, on the one hand, the Member Secretary on behalf of Goa State Urban Development Agency (hereinafter called the “AGENCY” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, _____ (hereinafter called the “CONSULTANT” which expression shall include their respective successors and permitted assigns).

WHEREAS

(A) The Agency vide its **REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF PROJECT CONSULTANT AS PROJECT DEVELOPMENT AND MANAGEMENT CONSULTANT (PDMC) FOR EXECUTION AND IMPLEMENTATION OF AMRUT 2.0 IN THE STATE OF GOA TILL THE MISSION PERIOD.**” (hereinafter called the “Consultancy”) for Planning, Designing, Project Management for **implementation of AMRUT 2.0 in the state of Goa.**

(hereinafter called the “Project”);

(B) The Consultant/Consultancy firm submitted its proposals for the aforesaid work, whereby the Consultant represented to the Agency that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Agency on the terms and conditions as set forth in the RFP and this Agreement; and

(C) The Agency, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award No.....dated _____ (the “LOA”); and

(D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

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

1. GENERAL

1.1 Definitions and Interpretation

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

(a) “Agency” means the Goa State Urban Development Agency, GSUDA



- (b) “Agreement” means this Agreement, together with all the Annexes;
- (c) “Agreement Value” shall have the meaning set forth in Clause 6.1.2;
- (d) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (e) “Confidential Information” shall have the meaning set forth in Clause 3.3;
- (f) “Conflict of Interest” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (g) “Dispute” shall have the meaning set forth in Clause 9.2.1;
- (h) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) “Expatriate Personnel” mean such persons who at the time of being so hired had their domicile outside India;
- (j) “Government” means the Government of Goa;
- (k) “INR, Re. or Rs.” means Indian Rupees;
- (l) “Nodal Officer”, is an Officer appointed under AMRUT 2.0 Scheme and is also a Member Secretary, GSUDA. Both means the same of the Agency.
- (m) “Party” means the Agency or the Consultant, as the case may be, and Parties means both of them;
- (n) “Personnel” means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (o) “Resident Personnel” means such persons who at the time of being so hired had their domicile inside India;
- (p) “RFP” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (q) “Services” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (r) “Sub-Consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (s) “Third Party” means any person or entity other than the Government, the Agency, the Consultant or a Sub-Consultant.



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

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

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

However the decision of the Nodal Officer/Member Secretary, GSUDA shall be final.

1.2 Relation between the Parties

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

1.3 Rights and obligations

The mutual rights and obligations of the Agency and the Consultant shall be as set forth in the Agreement, in particular:

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

1.4 Governing law and jurisdiction

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

1.5 Language

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



1.6 Table of contents and headings

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

1.7 Notices

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

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

1.8 Location

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

1.9 Deleted

1.10 Authorised Representatives

- 1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Agency or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.



1.10.2 The Agency may, from time to time, designate one of its officials as the Agency Representative. Unless otherwise notified, the Agency Representative shall be:

The Member Secretary,
Nodal Officer for AMRUT 2.0 Scheme,
Goa State Urban Development Agency,
6th Floor, Shramashakti Bhawan, Panaji, Goa
Ph.: 0832-2437210

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

Tel: -----

Mobile: -----

Fax: -----

Email: -----

1.11 Taxes and duties

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

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

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

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

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



2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Agency. Upon Termination, the Agency shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

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

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

2.6 Modification of Agreement

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

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both



(A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

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

2.7.3 Measures to be taken

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

2.7.4 Extension of time

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

2.7.5 Payments

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

2.7.6 Consultation



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

2.8 Suspension of Agreement

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

2.9 Termination of Agreement

2.9.1 By the Agency

The Agency may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

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



2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Agency, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

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

2.9.3 Cessation of rights and obligations

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

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination



Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Agency shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Agency):

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

2.9.6 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

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

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Chapter-5 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the



Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

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

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

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of 6 (six) months from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Agency in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Agency in accordance with the rules of the Agency. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

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

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

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

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder,



and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

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

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

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

(a) “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Agency who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Agency, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Agency in relation to any matter concerning the Project;

(b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;



- (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Agency under this Agreement;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Agency with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Agency to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Agency, its technology, technical processes, business affairs or finances or any information relating to the Agency’s employees, officers or other professionals or suppliers, customers, or contractors of the Agency; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“Confidential Information”), without the prior written consent of the Agency.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Agency, prompt written notice, and use



reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Agency for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Agency's property, shall not be liable to the Agency:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Insurance to be taken out by the Consultant

3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Agency, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Agency, copies of such policy certificates, copies of the insurance



policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

- (c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Agency shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Agency.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Agency as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Agency as the sole beneficiary of the Consultant or require an undertaking to that effect.

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

- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 10.00 Lakhs (Rupees TenLakhs);
- (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- (c) professional liability insurance for an amount no less than the Agreement Value.

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

3.6 Accounting, inspection and auditing

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

3.7 Consultant's actions requiring the Agency's prior approval



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

- (a) appointing such members of the Professional Personnel as are not listed in FORM TECH - E.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Agency prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

3.8 Reporting obligations

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

3.9 Documents prepared by the Consultant to be property of the Agency

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

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

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

3.10 Equipment and materials furnished by the Agency



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

3.11 Providing access to Project Office and Personnel

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

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Agency against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

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

4.2 Deployment of Personnel

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services may be estimated.

4.2.2 The consultant shall take into account the required number of personnel for successful completion of work. At no stage the agreement values set forth in clause 6.1.2 hereof shall be varied due to wrongful estimation of required personnel.

4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the agreement may be varied accordingly as per mutual agreement but as per sole discretion of the Agency.



4.3 Approval of Personnel

4.3.1 The Professional Personnel listed in Form Tech E of the Agreement are hereby approved by the Agency. No other Professional Personnel shall be engaged without prior approval of the Agency.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Agency its proposal along with a CV of such person. The Agency may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Agency's consideration. In the event the Agency does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this **Clause 4.3**, it shall be deemed to have been approved by the Agency.

4.4 Substitution of Key Personnel

The Agency expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Agency will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Agency. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to decision of the Agency which shall be final and binding on the consultant.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items.

4.6 Resident Team Leader and Project Manager

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the "Project Manager") who shall be responsible for day to day performance of the Services.

4.7 Sub-Consultants

The Consultant may, with prior written approval of the Agency, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this **Clause 4**.



5. OBLIGATIONS OF THE AGENCY

5.1 Assistance in clearances etc.

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

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services;

5.2 Access to land and property

The Agency warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

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

5.4 Payment

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

6. PAYMENT TO THE CONSULTANT

6.1 Agreement Value

- 6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in the financial bid.



- 6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “Agreement Value”). The Parties agree that the Agreement Value is Rs. (Rupees.).
- 6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.
- 6.1.4 All payments due and payable under this Agreement shall be made by the GSUDA.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

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

- (a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following conditions:
- (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Agency, the work pertaining to the preceding stage.
 - (ii) The Agency shall pay to the Consultant, only the undisputed amount.
- (b) The Agency shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Agency of duly completed bills with necessary particulars (the “Due Date”).
- (c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Agency. The Services shall be deemed completed and finally accepted by the Agency and the final deliverable shall be deemed approved by the Agency as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Agency unless the Agency, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Agency shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Agency.



- (d) Any amount which the Agency has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Agency within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Agency for reimbursement must be made within 1 (one) year after receipt by the Agency of a final report in accordance with Clause 6.3 (d).
- (e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Agency by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 The Agency shall retain by way of performance security (the "Performance Security"), 3% (Three per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiration of this Agreement pursuant to Clause 2.4 hereof.

7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Appendix-3..... of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Agency in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement Value.

7.2.2 Liquidated Damages for delay

Failure on the part of the Consultant to perform any part of its services or breach in achieving deliverables as stated in Clause 4.1.1 Reports and Documents to be submitted by the Consultant to GSUDA (refer pg.53) hereinafter or delay in according decisions at site, carrying out checks, on account of which the contract has to be extended beyond the scheduled date of completion shall attract liquidated damages at the rate of Rs.1000/- (Rupees One Thousand Only) for delay of every day or levy of lumpsum amount for delay/breach of contract by Consultant to be decided by the



Member Secretary. However the aggregate total of such liquidated damages shall not exceed twenty percent (20%) of the total payable fees for Consultancy Services. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Agency shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Agreement

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

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

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

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute")



shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

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

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Member Secretary or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to and the Chairman of the Goa State Urban Development Agency. The Chairman shall decide on the matter within 15(days) and shall be applicable to both the parties. The decision of the Chairman shall be final and binding on both the parties.

10.0 TIME PERIOD

10.1 The time limit is as per Terms of Reference at Chapter 5.

11.0 MODE OF PAYMENT

All the payments shall be made through RTGS/NEFT in favour of the party of second part.

12.0 COMPLETION

The contract shall become effective upon the date ----- and shall be in full force until the services and all payments therefore have been completed and at such time a “**Completion Certificate**” shall be issued by the employer and the parties hereto shall be mutually released from all obligations of providing further services, unless otherwise specified in this agreement.

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

Signed by the said

On behalf of



GOA STATE URBAN DEVELOPMENT AGENCY, GSUDA

THE GOA STATE URBAN
DEVELOPMENT AGENCY
Member Secretary (GSUDA)

Witness

1.

1.

2.....

2.....

Signed , sealed and delivered

SIGNED BY THE AFORESAID CONSULTANCY SERVICES

UNDER THE COMMON SEAL OF

SIGNED BY



APPENDIX - 1

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

The Member Secretary,
Goa State Urban Development Agency,
6th Floor, Shramashaktibhawan,
Patto, Panaji, Goa- 403001

Dear Sir,

Sub: **APPOINTMENT OF PROJECT CONSULTANT AS PROJECT DEVELOPMENT AND MANAGEMENT CONSULTANT (PDMC) FOR IMPLEMENTATION OF AMRUT 2.0 IN THE STATE OF GOA TILL THE MISSION PERIOD.”**

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

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of



APPENDIX - 2
TECHNICAL PROPOSAL
Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To
The Member Secretary,
Goa State Urban Development Agency,
6th Floor, Shramashaktibhawan,
Patto, Panaji, Goa- 403001

Sub: APPOINTMENT OF PROJECT CONSULTANT AS PROJECT DEVELOPMENT AND MANAGEMENT CONSULTANT (PDMC) FOR IMPLEMENTATION OF AMRUT 2.0 IN THE STATE OF GOA TILL THE MISSION PERIOD.”

Dear Sir,

1. With reference to your RFP Document dated 14/7/2015, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for Appointment of Project Development & Management Consultant (PDMC) for implementation of AMRUT 2.0 in the state of Goa. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Agency any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Agency to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Agency or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public Agency nor have had any contract terminated by any public Agency for breach on our part.



7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Agency;
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Agency or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Agency which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
- 10.. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory Agency is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.



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12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Agency and/ or the Government of India in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. The Bid Security of Rs. 1,00,000.00 (Rupees One lakhs only) in the form of a Bank Guarantee/ Online Payment is attached, in accordance with the RFP document.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
17. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Agency or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory) (Name and seal of the Applicant / Lead Member)



APPENDIX - 3
Bank Guarantee for Performance Security

(Refer Clause 7.1.2)

To
The Member Secretary,
Goa State Urban Development Agency,
6th Floor, Shramashaktibhawan,
Patto, Panaji, Goa- 403001

In consideration of the Member Secretary, (hereinafter referred as the “**Agency**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the “**Consultant**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Agency’s Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the “**Agreement**”) **APPOINTMENT OF PROJECT CONSULTANT AS PROJECT DEVELOPMENT AND MANAGEMENT CONSULTANT (PDMC) FOR IMPLEMENTATION OF AMRUT 2.0 IN THE STATE OF GOA TILL THE MISSION PERIOD.**”, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. 1,00,000/- (Rupees One Lakh only) to the Agency for performance of the said Agreement.

2. We, (hereinafter referred to as the “**Bank**”) at the request of the Consultant do hereby undertake to pay to the Agency an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Agency by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

3. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Agency stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Agency by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this



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Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

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

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

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

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

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



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8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **Rs. (Rupeeslakhs) only.** The Bank shall be liable to pay the said amount or any part thereof only if the Agency serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before (indicate date falling 180 days after the date of this Guarantee).

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 20**

(Signature, name and designation of the authorised signatory)

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



**APPENDIX-4
FINANCIAL PROPOSAL**

Form-1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,
The Member Secretary,
Goa State Urban Development Agency,
6th Floor, Shramashaktibhawan,
Patto, Panaji, Goa- 403001

Sub: APPOINTMENT OF PROJECT CONSULTANT AS PROJECT DEVELOPMENT AND
MANAGEMENT CONSULTANT (PDMC) FOR IMPLEMENTATION OF AMRUT
2.0 IN THE STATE OF GOA TILL THE MISSION PERIOD."

Dear Sir,

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

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal
Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

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



GOA STATE URBAN DEVELOPMENT AGENCY, GSUDA

Format of Financial Proposal
(To be filled in BoQ online only)

- A. **Financial Proposal for Appointment of Project Consultant as Project Development and Management Consultant (PDMC) for Implementation of AMRUT 2.0 in the State of Goa till the Mission Period.”**

Sr. no.	Description	Percentage on total executed project cost of AMRUT 2.0 excluding GST
1	APPOINTMENT OF PROJECT CONSULTANT AS PROJECT DEVELOPMENT AND MANAGEMENT CONSULTANT (PDMC) FOR IMPLEMENTATION OF AMRUT 2.0 IN THE STATE OF GOA TILL THE MISSION PERIOD.”	_____ %

TOTAL IN WORDS :PERCENT ONLY EXCLUDING GST.

Note: 1. The financial evaluation shall be based on the above Financial Proposal.

(NOTE THIS PAGE IS FOR INFORMATION PURPOSE ONLY. THIS PAGE IS NOT TO BE FILLED- A SEPARATE FINANCIAL BID PAGE IS TO BE FILLED IN E-MODE ONLY)



CHECK LIST for Online Submission

- | | | |
|--|---|-------|
| a. Request for Proposal Form duly stamp and signed (y/n) | - | ..... |
| b. Copy of Pan No. Enclosed | - | ..... |
| c. Copy of GST Registration Enclosed | - | ..... |
| d. Details of the Organisation (As per Form Tech A) including Power of Attorney Or MoU as the case may be. | - | ..... |
| e. Information about the Firm with documentary evidence | | |
| (As per Form tech A ) | - | ..... |
| f. Details of experiences as per Form Tech B & C | - | ..... |
| g. Proof of Financial Capability (As per Form Tech D) | - | ..... |
| h. Details for Technical Staff (As per Form Tech E) | - | ..... |
| i. A description of the approach, methodology and work plan | | |
| (As per Form Tech F) | - | ..... |
| j. Refundable Bid Security of Rs.1,00,000/- (Rupees One Lakh only) | - | ..... |