

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

This Request for Proposal (RFP) is to prepare a Human Development Report for the state of Assam is issued by the Secretary, Planning and Development, Govt. of Assam (hereinafter referred as Client).

This RFP along with Annexure is issued to the shortlisted bidding entities that have responded to the Expression of Interest issued by Planning and Development Department in its official website “Planassam.info” that have fulfilled the criteria Institution (University under UGC, Autonomous Body, accredited research institution).The names of the institutions are as below:

1. Administrative Staff College of India, Hyderabad, AP
2. Indian Institute of Entrepreneurship, Guwahati, Assam
3. INDICUS, New Delhi
4. Market Insight Consultant, NOIDA, Uttar Pradesh
5. Omeo Kumar Das Institute of Social Change & Development , Guwahati, Assam(in collaboration with Institute of Human Development, New Delhi)
6. B.S. Consultant, Guwahati, Assam
7. Cohesion Foundation Trust, Ahmedabad
8. ACE Institute, Guwahati

NOTES:

1. This RFP, along with its Annexure, is not transferable. The RFP will be issued only to the Bidding Company or the Lead Member of the Bidding Consortium who has been shortlisted by the Client based on their responses to EoI.
2. Though adequate care has been taken while preparing this RFP, the Bidder shall satisfy himself/itself on receipt of the RFP document, that the RFP document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within stipulated time referred under Data Sheet, it shall be considered that the issued document, complete in all respects, have been received by the Bidder.
3. The Client may modify, amend or supplement this RFP document, in accordance with the Guidelines for such contracts if such approval is required under Law. Further, this RFP does not constitute a binding offer by the Procurer or the Authorized Client nor does it constitute a contract. This RFP may be withdrawn or cancelled by the Client or the Authorized Representative at any time without assigning any reasons thereof.
4. While this RFP has been prepared in good faith, neither the Client nor its Authorized Representative nor their employees nor advisors/consultants make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information contained herein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused to the Bidder by any act or omission on their part.

5. By accepting the RFP, the Bidder and each of the Member of a Consortium (collectively referred to as 'Covenanter'), shall be deemed to have confirmed that the Covenanter is fully satisfied with the process of evaluation of the EoI by the Client and its decision regarding the qualification or disqualification or short listing of the Bidders for issue of the RFP. The Covenanter hereby expressly waives any and all objections or claims in respect thereof.

Name, Address and Contact details of the Authorized Person

Secretary to the Government of Assam
Planning and Development Department
4th Floor, Block-F, Assam Secretariat, Dispur
Phone-0361-2237100(O),E-mail-shyamj03@gmail.com

Place: Guwahati

Date: 25th July, 2012

Signature

Letter of Invitation

M/S.....

Sub: Consultancy for preparation of the Human Development Report for the state of Assam

Dear Mr.....

- A. Planning & Development Department, Government of Assam proposes to prepare one Human Development Report (henceforth referred as HDR) for the state of Assam
- B. P&D Department, earlier invited Expression of Interest from Reputed Consultants and shortlisted few parties.
- C. Now P&D Department invites proposals from the qualified bidder as per the Terms of Reference given in annexure.
- D. This Request for Proposal has been issued to the following shortlisted Consultants based on the EoI submitted to the advertisement issued by the department.
 - 1. Administrative Staff College of India, Hyderabad, AP
 - 2. Indian Institute of Entrepreneurship, Guwahati, Assam
 - 3. INDICUS, New Delhi
 - 4. Market Insight Consultant, NOIDA, Uttar Pradesh
 - 5. Omeo Kumar Das Institute of Social Change & Development , Guwahati, Assam (in collaboration with Institute of Human Development, New Delhi)
 - 6. B.S. Consultant, Guwahati, Assam
 - 7. Cohesion Foundation Trust, Ahmedabad
 - 8. ACE Institute, Guwahati

It is not permissible to assign the invitation to any other firm/consultants

- E. The firm will be selected based on a QCBS selection based on Technical experience and professional staff of the Consulting Firm and procedures of evaluation as specified in this RFP Document
- F. Your firm will be required to provide the services as per the ToR given in **Annexure - 8** or any other requirements as to be informed during planning stage
- G. The data sheet and evaluation procedure is given in this RFP for your understanding
- H. For any clarification your firm can contact the undersigned as per the procedure laid down in this RFP Document.

- I. A pre-bid meeting is proposed on the date mentioned under Data Sheet to exchange questions and clarification. If required, the client may amend the RFP through issuance of corrigendum notice or through email informing the amendments. The bidders can also seek clarifications on RFP through email address to sarmahhitesh@yahoo.co.in up to 3 day before the pre bid meeting.

Yours Sincerely

Name, Address and Contact details of the Authorized Person

Secretary to the Government of Assam
Planning and Development Department
4th Floor, Block-F, Assam Secretariat, Dispur
Phone-0361-2237100(O),E-mail-shyamj03@gmail.com

Place: Guwahati

Date: 25^h July, 2012

Signature

Disclaimer

1. This document is not transferable.
2. Though adequate care has been taken while preparing this RFP, the Bidder shall satisfy himself that document is complete in all respects.
3. This Request for Proposal document (“RFP”) does not purport to contain all the information that each Bidder may require and accordingly is not intended to form the basis of any investment decision or any other decision to participate in the bidding process for the selection of the Successful Bidder for this Project. Each Bidder should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources
4. Intimation of any discrepancy shall be given to this office immediately either in writing or through email. If no intimation is received from any Bidder within 1 day before the pre bid meeting, it shall be considered that the issued documents is complete in all respects have been received by the Bidder.
5. While the RFP has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by the Client, its employees or advisors or agents as to or in relation to the accuracy or completeness of the RFP or any other oral or written information made available to any Bidder or its advisors at any time and any liability thereof is hereby expressly disclaimed.
6. This RFP includes certain methodology and approach to execute the project of preparation of state Human Development Report, 2012. Such methodology and approach may or may not prove to be correct. Neither the Client nor its employees or consultants make any representation or warranty with respect to the accuracy of such methodology and approach and actual performance of Project nor any opportunity, which may be materially different from that set forth in such methodology and approach.
7. Neither the Client nor their employees or consultants/advisors shall be liable to any Bidder or any other person under any law including the law of contract, distort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with this RFP document, or any matter that may be deemed to form part of this RFP document, or the award of the contract, or any other information supplied by or on behalf of Client or their employees or consultants or otherwise arising in any way from the selection process for the award of the contract for the Project.
8. No extension of time will be granted under any circumstances to any Bidder for submission of its bid on the grounds that the Bidder did not obtain a complete set of the RFP.
9. The Client is not bound to accept any or all the Proposals. The Client reserves the right to reject any or all the Proposals without assigning any reasons. No Bidder shall have any cause for action or claim against The Client or its officers, employees, successors or assignees for rejection of his bid.

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

*Secretary
For Planning and Development Department
Government of Assam*

Place: Guwahati

Date: 25th July, 2012

Introduction

Human Development is about people, about expanding their choices to live full, creative lives with freedom and dignity. Fundamental to expanding human choices is building human capabilities: the range of things that people can do or be in life. The most basic capabilities for human development are living a long and healthy life, being educated, having a decent standard of living and enjoying political and civil freedoms to participate in the life of one's community. Creation of an enabling environment is pivotal to fulfill the above three aspects of life.

The first State Human Development Report (SHDR) for Assam was published in 2003. Since then 3 District Human Development Report are prepared in 2010 for Dhubri, Bongaigaon and Darrang district. Now another SHDR is proposed to be prepared covering all the district following a sample survey, sample size of which will depend upon the Final Framework Document to be prepared by selected consultant. The process is on with the discussion on the concept note prepared on the proposal with eminent academician like Vice Chancellors and Professors of Universities, academic administrators from national level research institutes, NGOs etc. Notification for constitution of State Level Steering Committee, Core Committee and Advisory Committee has been prepared and being issued shortly.

In addition to normal indexes that are elements of HDR, the proposed study will also include the happiness/wellbeing index in the line the Government of Bhutan prepared its Gross National Happiness Index. The Flinders University of Australia, IIT(G) and United Nations Development Programme(UNDP) have evinced interest to be part of the exercise (for happiness/wellbeing index preparation). For funding of the preparation of the SHDR, a proposal has been sent to the Planning Commission and UNDP. The entire exercise is tentatively for 18 months time.

The Planning and Development Department now decides to engage a Consultant institution having adequate experience to prepare the SHDR for which EOI has been issued in the department's official website. In response to the EOI eight (8) firms /institutions has responded. The Consultant institution will act as partner institution and prepare the SHDR.

Instructions to Bidders

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

h) Clarification and Amendment of RFP Documents

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

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

i) Technical Proposal

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

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

j) Financial Proposal

In preparing the Financial Proposal, consultants are expected to take into account the requirements and condition outlined in the RFP document. The Financial Proposal should follow Standard Forms provided in **Annexure 6 & Annexure -7**.

- (a) The financial proposal shall take into account all types of tax liabilities (except service tax which shall be separately reimbursable).

- k) Consultants to whom RFP is issued cannot associate with other Consultants in a joint venture or form Consortium for the project, however
 - i. A shortlisted Consultant may utilize the expertise of other consultant firms as sub consultants.

(3) Eligibility criteria

- a) Selection of the consultant will be made on the basis of evaluation of the technical proposal and financial bids separately. Bidders, whose Technical proposals are not as

per the requirements would not be considered and their financial bids will be returned unopened.

- b) The Consultant firm should provide credentials, past experience including experience of conducting similar project /study in NE India particularly Assam and proof of execution of similar assignment. The Consultancy firm should have qualified and experienced staff to carry out the work. (CV to be attached).

(4) Submission of Proposals

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

Proposal for “Consultancy for preparation of the Human Development Report (henceforth referred as HDR) for the state of Assam.”

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

- b) The Proposal as well as all related correspondence exchanged by the Consultants and the client shall be written in the English language.
- c) In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Consultants whose proposals do not respond to the requirements of the documents comprising the RFP may fail to meet the minimum qualifying score as indicated in the Data Sheet.
- d) The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.
- e) An authorized representative of the shortlisted Consultant shall initial all pages of Technical and Financial Proposals. The signed Financial Proposal and Technical Proposals shall be marked “ORIGINAL TECHNICAL PROPOSAL” or “ORIGINAL FINANCIAL PROPOSAL ”
- f) Completed technical and financial proposal must be delivered on or before the time **1500 Hrs and date 14th August, 2012** at the address mentioned below. Any proposal received after the closing time for submission of proposal shall be returned unopened.

Address:

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

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

(5) General Instructions

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

(6) Evaluation of Bid

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

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

a) Evaluation of Technical Proposal

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

Indicative Criteria for Evaluation of Technical Proposal

<i>Sl No</i>	Evaluation Criteria	Weightage (Total Marks-100)
1	<p>Past experience of the firm</p> <ul style="list-style-type: none"> ➤ No of years of experience (1 marks for each additional year more than 5 years subject to maximum of 10 marks) 10 ➤ Past experience of similar studies/projects of similar nature (1 marks for each additional of 3 similar assignment subject to maximum of 5 marks) 5 ➤ Past experience of similar studies /project of similar nature in NE India especially in Assam (5 marks for each studies/project subject to maximum of 15 marks) 15 	30
2	<p>Experience of Key Personal</p> <ul style="list-style-type: none"> ➤ Qualifications 5 ➤ Relevant Experience 5 ➤ Past experience of similar studies /project of similar nature in NE India especially in Assam with knowledge of local languages (5 marks for each studies/project subject to maximum of 20 marks) 20 	30
3	<p>Financial Strength of the consultant</p> <ul style="list-style-type: none"> ➤ Turn over figure for last three years Annual Average Turnover for last three years 50 Lakhs to 2 Crore - 4 Marks 2 crore to 5 crore- - 6Marks 5 crore and above - 10 Marks 	10
4	<p>Technical Presentation – on methodology and approach for taking up the assignment</p>	30

Agency will be selected based on Combined Quality Cum Cost Based System (CQCCBS) of the bid in the ratio of Technical 70% and Financial 30%.

b) Evaluation of Financial Proposal(Stage 2)

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

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

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

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

e) Combined Evaluation of Technical and Financial Proposals

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

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

(7) Award of contract

- a) After completing negotiations, the Client shall award the Contract to the selected Consultant and notify the other Consultants who were unsuccessful or whose bids were non-responsive. Client shall return the unopened Financial Proposals to the Consultants whose Technical Proposals have not secured the minimum qualifying mark(70) or were found to be technically non-responsive
- b) The Consultant is expected to commence the Services on the date and at the location specified in the Notice to Proceed.

(8) Performance Guarantee:

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

9) Arbitration

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

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

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

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

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

(10) Schedule of Payment

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

SL. No	Milestone	Percentage
1	Mobilization Advance on submission of Performance Guarantee and signing of Agreement	10%
2	On submission of Draft Framework Report as referred under Stage-1 of TOR	10%
3	On submission of Final Framework Report with work calendar after completion of Consultation Workshop with Stakeholders	10%
4.	Submission of Questionnaire for various level of stakeholders	10%
5.	Submission of reports on completion of training at State & district level	20%
4.	Submission of Draft SHDR	20%
5	On submission of the final SHDR Report	20%
Total		100%

(11) PROPOSED Deliverables / TIMELINES

Particular	Time Frame
Submission of draft Framework Report (10 copies + 2 set of soft copy in CD)	1 month from the date of award
Submission of Consultation Workshop material including Locations/Schedule/ Agenda Note/Workshop publications/ Guidelines etc.	15 days from submission of draft Framework Report
Holding of State Level Consultation Workshop	30 days from the date of receipt of materials for the workshop
Submission of Final Framework Report with Work Calendar	7 days from state level consultation workshop;
Submission of final Questionnaire, Schedules, Training modules, Training calendar , reading materials , etc.	15 days from the Submission of Final Framework Report
Holding of Training & assessment of training inputs(TOT)	60 days from submission of finals questionnaires /schedules etc.
Organization / Supervision of pre-survey	Within 1 month from conclusion

Consultation workshop at District H.Q	of training
Conduct of Survey, collation of data, Tabulation etc.	6 months from completion of trainings at all level
Dissemination of findings in the district in a workshop at District H.Q	1 month from completion of data collation , tabulation etc.
Submission of Draft SHDR	3 months from receipt of district report from all the district
Conduct of meeting of the Advisory Committee & Expert Panel	1 month after submission of Draft SHDR
Submission of Final(Draft) SHDR	Within 1 month after consultation meeting of Advisory Committee , Expert panel etc.
Dissemination & culmination workshop for final SHDR	1 month from submission of draft final SHDR
Release of SHDR	15 days from culmination workshop

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

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

Provided nevertheless that if the Consultant shall be of the opinion that he is /they / are entitled to any extension of time on account of the works being altered, varied or added to or on account of any delay by reason not under the control of the Consultant in consequence of orders to that effect from the Client, the Client is hereby empowered to give the Consultant in any or either of such cases. It shall be competent for the client by an order in writing to extend the aforesaid period for final completion by such period or periods as he shall deem reasonable and the Consultant is / are to complete the works within such extended period or periods as aforesaid. Provided that the Consultant shall not be entitled to any extension of time unless he / they shall within three days after the happening of the event in respect of which he/they shall consider himself/ themselves entitled to any extension, given to the Department written notice of such claim to any extension of time and of the ground or grounds and of the amount thereof unless in any case the Department shall in its discretion dispense with such notice and certify for an extension of time. Nevertheless and in case of any extension of time, the aforesaid provisions with amount for damages in default of due completion shall apply in case of non-completion of the works within the extended time.

Grant of extension shall be without prejudice to recover liquidated damages as per terms of agreement.

Data Sheet

Consultancy for preparation of the Human Development Report (henceforth referred as HDR) for the state of Assam.

Date of issue of RFP	12/7/2012 (T)
Last Date of submission of Clarification	19/07/2012 (T+7)
Date of Pre Bid Meeting	20/07/2012 (T+8)
Last date of submission of Proposal	14/08/2012 (T+30)
Date and Venue of opening of Technical Bid	17/08/2012 Venue: Conference Hall, Planning and Development Government of Assam, Assam Secretariat, Dispur, Guwahati-781006
Scheduled Date and venue of Technical Presentation	17/08/2012 Venue Conference Hall, Planning and Development Department, Government of Assam, Assam Secretariat, Dispur, Guwahati-781006
Date and venue of opening of financial bid	23/08/2012 venue Conference Hall, Planning and Development Department, Government of Assam, Assam Secretariat, Dispur, Guwahati-781006
Method of selection	QCBS (weighing technical and financial proposal as 70 percent and 30 percent respectively)
Performance Bank Guarantee	The successful bidder has to submit the Performance Bank Guarantee in approved format of 5 % of the quoted amount within 14 days of receipt of work order
Completion time of assignment	One and half year from the date of signing of agreement
Correspondence Address	Secretary Planning and Development Department, Government of Assam, Assam Secretariat, Dispur, Guwahati-781006

Annexure-1

KEY PERSONNEL

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

(I) Key Technical and administrative personnel and consultants

- a) Individual's name
- b) Qualifications
- c) Present position of office
- d) Professional experience and details of Works carried out highlighting:
 - i. Total Experience (in years)
 - ii. Experience in preparation of Socio-Economic Research Studies (year wise list of studies)
 - iii. Experience in studies related to HDR (Study details highlighting input from the Professional)
 - iv. Experiences in conducting socio economic studies in Assam ;
- e) Year with the applicant
- f) How the individual would be involved in the present study

(II) Remarks

S.No	Key Personnel	Qualification & Experience
1.	Team Leader	Master Degree in Management with a minimum of 15 years of professional experience of which at least 5 years in preparation of Socio Economic / Human Development project.
2.	Subject Matter Specialist	Master degree in economics (with statistics as a subject in degree course) with at least 10 years experience in human development related issues.
3.	Socio Economic Development expert	Master degree in social works/economics with 5 years experience in HRD strategies.
4.	MIS Expert	Bachelor degree in Computer Science(BE/B. Tech) or Master Degree in Computer Application(MCA)with 5 year experience in Management Information System
5.	Public Health & expert	Master degree in Community public health with 3 yrs. of experience.
6.	Environmental expert	Master degree in environmental science with 3 yrs. Experience.

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

1. Team Leader :
 - a) Minimum educational qualification- 0.83
 - b) Minimum years of professional experience -1.25
 - c) Professional experience in Assam-3.33

2. Subject Matter specialist
 - a) Minimum educational qualification—0.83
 - b. Minimum years of professional experience –0.83
 - c) Professional experience in Assam-3.33

- 3.Socio economic expert
 - a) Educational qualification—0.83
 - b. Minimum years of professional experience –0.83
 - c) Professional experience in Assam-3.33

4. Public Health Expert
 - a) . Minimum educational qualification—0.83
 - b) Minimum years of professional experience – 0.83
 - c) Professional experience in Assam-3.33

- 5.M.I.S expert
 - a) . Minimum educational qualification—1.83
 - b) Minimum years of professional experience – 1.83
 - c) Professional experience in Assam-1.33

- 6) Environmental expert:
 - a) Minimum educational qualification—0.83
 - b) Minimum years of professional experience – 0.83
 - c) Professional experience in Assam-3.33

Annexure-2

Form.....

TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Full -time _____
 Reports Due: _____
 Activities Duration: _____

Part-time: _____

Signature: _____
 (Authorized Representative)

Full Name: _____

Title: _____

Address: _____

Signature of the Applicant with seal

Annexure-3

Project Development Sheet

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

Annexure-4

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

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

Annexure-5

ADDITIONAL INFORMATION

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

ANNEXURE- 6

FORM
FINANCIAL PROPOSAL SUBMISSION FORM

FROM:

TO:

Sir:

Subject: Appointment of Consultant to prepare State Human Development Report for Assam

Regarding Price Proposal

We, the undersigned, offer to provide the Assignment/job for preparation of State Human Development Report for Assam in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of all taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in the rejection of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

We remain,

Yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Consultant:
Address:

Note: All expenses towards the execution of the proposal including all logistics like TA/DA, accommodation for resource persons invited by the consultant, venue for workshop, arrangement at venue shall be borne by the client.

ANNEXURE-7

FORM 8

COSTS	AMOUNT (Indian Rupees)
Lump sum Fees	
Service Tax	
Total Amount of Fees for Consultancy Assignment	

Please also give break up of fees quoted above.

Authorized Signature
Name:
Designation
Name of Consultant:
Address:

ANNEXURE- 8

TERMS OF REFERENCE FOR PREPARATION OF STATE HUMAN DEVELOPMENT REPORT, ASSAM

Introduction:

Human development is broadly defined in terms of enhancement of human well being. HDI has been advocated to measure the improvement and status of the well being of the people in the spheres of access to basic amenities such as water supply, Sanitation, health, education, poverty alleviation, employment generation, nutrition, gender equity and social security. Therefore, existing facilities along with socio-economic status should be studied so that appropriate parameters can be developed to evolve specific schemes to promote development based on social equity. The State Govt. in Planning and Development Department in partnership with the Planning Commission of India and UNDP prepared the first state Human Development Report (SHDR) during 2003. It is now decided to prepare another SHDR in 2012.

Objective :

The main objective of the study is to prepare the State Human Development Report including the computation of wellbeing index for Assam, 2012 by assessing the condition of existing facilities provided by the Govt., status of socio economic well being of the people with emphasis on weaker sections, people's vision for social development and corresponding resource requirement, identification of future thrust areas and social equity in environmental policies.

The study will make an attempt to analyze the quality of life of the people and need of state intervention to enhance capabilities and affectively address the grey areas. The earlier report was prepared basically on secondary data. In continuation of this effort, it is now proposed to prepare the SHDR to gauge the policies and programmes undertaken toward filling the gaps as envisaged by state Human Development Report 2003 and intervention required from the Govt. The 2012 report will be prepared based on both primary and secondary data.

Steps taken:

The Govt. of Assam has constituted a State level steering committee, an advisory Committee and a core committee which will decide on all matters of HDR, 2012. The selected Institution in addition to the duties specified in TOR has to work in close conjunction with the aforesaid Committees.

Time Schedule:

Approximately one and half years from the date of signing of agreement.

Project Proposal

The generic approach to the HDR shall be to assess the delivery of social sector services for attainment of human development goals; It is also proposed to bring in social progress, equity, involvement in development process especially by the weaker sections, sustainability of development, comfort level /well being of human being, security in daily life etc. The report will further show how the world's most disadvantaged people suffer from environmental degradation. It will zoom on human right to a healthy environment and integration of social equity into environmental policies The report will elaborate on the following:-

- i. Analysis the status – i) Development status and trends ii) Constraining and enabling factors iii) coordination issues iv) Inequalities (gender, rural/urban, social groups, regional etc. v) Mapping of Schemes vi) Mapping of financial allocation & expenditure, vii) Delivery system, viii) Impact of policies.
- ii. Preparing a blue print for the future - Development target that the people wish to achieve in a given time frame.
- iii. Strategizing - i) Prepare strategy for correction of imbalance and inequalities ii) Map the resource requirement and the sources from which the resource would be generated.

More specifically, It will take up human development issues specific to the State and make assessment of impact of state intervention based on field realities which will be done through situation analysis especially with regard of access to knowledge (including primary & Secondary education), Health and hygiene, Livelihoods/food security (growth & poverty), caste-creed and gender related issues (including intersect oral linkages), protection against crime and affect of environmental degradation and well being of people. The documents will be prepared through selective participatory approach on universally accepted development parameters. The report will be of three parts i) Data base ii) Selective Report of discussion iii) formal collated report based on discussion and remedial action plan. The report will have comparability across time and space.

Comparable development indices like HDI, HPI, GDI, GEM etc. will be calculated district wise at state level. All gender related issues will be incorporated. Human well being index will also be prepared Diversity of the state will be depicted in the report. Separate chapter on local issues will be there. Chapterization will be done at par of UNDP as far as possible. Bottom up and top down approach will be taken.

There is no denying of the fact that a better appreciation of status of human development is well impossible without strong data base. This inadequacy led the SHDR'03 confined to limited area and analysis. There is a felt need for improvement of statistical system in Assam in the process of preparation of HDR2012.

Efforts will be made to develop a cadre of identified trainers for development planning in the state and preparation of report thereof. It will guarantee a multiplier effect of training in the state and ensure sustainability of the process 90 people have already been oriented on HD concept.

Generic Process: PRA/FGD technique will be undertaken as much as possible. Issues of discussion will be predetermined so that discussion does not converse to issues irrelevant of Human Development. Selected reports (Location /issues specific) will be incorporated in the report.

A training programme at state HQ inviting persons from district level will be conducted to prepare them for questionnaire of the survey, method of survey, data collection and compilation village/block/district level report. These trainees will act as Master trainer. A group consisting of at least 3/4 of them will be constituted and allotted a district.

These Master trainers will train adequate number of individuals as per final framework document for HDR preparation.

Awareness campaign at state level, district level will be made. Pre survey and post survey workshops will be made at field level (Block) and feedback incorporated. Similar workshops will also be made at district level. At district level one committee comprising of academician, media, renowned personalities, of the district and functionaries of development departments will be constituted under the chairmanship of DC. DC will select one Nodal Officer to coordinate the whole exercise. Master trainer deputed to the district along with renowned academician and the consultant will prepare the district level finding and placed before the aforesaid District level Committee for finalization. Academicians/ officials from state may be deputed by P&D Department to supervise the finalization of the district level findings.

After the district process is over, the draft state report will be prepared by the consultant in consultation with P&D Department and present in an appropriate forum to be decided by the P&D Department.

The whole process will be completed under the supervision of Planning and Development Department in active participation of Directorate of Economics and Statistics.

Generic coverage and sample size related issues:-

All 27 districts will be covered in the study. Sampling methodology and sample size shall be finalized depending on the final framework for SHDR. All the households of the sample villages/urban areas will be covered. Parameters like villages close to international border/state border, villages with large no. of marginal groups, forest villages, villages at the top of the hill, villages having no communication facilities, villages perennially affected by flood, villages in char areas etc. will be considered. At least one village/urban area from each stratum will be included.

Both Primary and secondary information/ data will be collected by the Directorate of Economics & Statistics (DES). These will be collated and tabulated by the DES. Perceptions emerged from the survey will be compared with secondary data to draw inference and need of

state interventions. The data collecting agency will hand over the collected data to the consultant if required the unit level data also.

Scope of work for consultant

In Stage-1:

- i. Preparation of a Draft Framework for the preparation of the Human Development Report which shall contain :
 - a. introduction on approach to HDR and the chapter wise contents of the proposed HDR;
 - b. All modalities relating to survey like sample methodology, sample size, survey questionnaire and on field survey methodology ;
 - c. Manner of conduct of consultation for FGD , PRA and how it will be woven into the survey/report writing/consultation phase of HDR;
 - d. The exact frame work of how the individuals as office bearers such as field enumerators, field supervisors, data entry operators, data compilers and any other manner of office bearer if necessitated would be proposed;
 - e. The training for the staff/office bearer to be engaged in various capacities for the HDR, the number of trainings, location for such training, Training Need Assessment, training modules, training class room exercises and related matters,
 - f. The manner of conduct of a pilot test for the survey schedule and how the survey shall be done in a synchronized manner with the Consultant being the lead authority and the DES as a partner;
 - g. Methodology of data interpretation, data analysis and final report writing;
 - h. Proposed manner of how the report prior to finalization would have wide consultation
 - i. Any other area not covered herein can be proposed by the consultant.
- ii. Preparation of component wise broad cost estimate. For the purpose of computation of cost estimates, the following component may be taken:
 - a. Cost of manpower for field work
 - b. Cost of organization of Consultation workshop with breakup cost of Resource Person, Venue, and Printing & Stationery etc.
 - c. Cost of logistic support for trainers including cost of venue and venue arrangements (The consultant is directed to seek the applicable rates in consultation with the client)
 - d. Cost of Training Materials/Questionnaire etc. (The consultant is directed to seek the applicable printing rates in consultation with the client)

e. Other cost, if any

The draft frame work shall be reviewed by client and shall accordingly be amended and shall form the base document for conduct of a state level consultation workshop.

In Stage-2:

- i. The consultant is to prepare the structure of the above workshop to include technical sessions to finalize each broad aspects of the frame work such as survey and sample modalities, training, finalization of specific issues like theme of the HDR, Gender issues, well being index and so on. The workshop could be a single day or two day event with multiple technical sessions. The Consultant will identify the Resource Persons for the workshop in consultation with the Client. Financial liability for the RPs will be borne by the Client.
- ii. The consultant shall record all deliberation of such a technical sessions, prepare the outcome papers of each technical sessions and based on the same bring out a final frame work with a work calendar for conduct of the HDR.

Consultant shall prepare the discussion papers and the outcome of the workshop should be a final framework of detailed work calendar.

In Stage-3:

- i. The pilot test of survey schedule to be conducted in villages adjacent to Guwahati will be lead by the Consultant where the officials from Directorate of Economics & Statistics (DES) will participate. After the test, the final Survey Schedule will be prepared by the Consultant and hand over to P&D Department ;
- ii. The sample villages will be drawn by the DES as per the framework for the survey and generic coverage of the survey;
- iii. The Consultant shall ensure all collated data is interpreted, analyzed and detailed draft HDR prepared and the same is again used as a base consultation documents for concluding State Level Workshop
- iv. The Consultant will select suitable persons for training at State Level. These people will act as Master Trainer for conducting training at district level The DES officials will participate in the process. The training at district level for enumerators, supervisors etc. (as per framework document) to be selected by the DES will be conducted by the Master trainer under close supervision of the consultant so that transmission loss does not happen. Training materials including all training expenses except for identification for Resource Persons, if required, shall be provided/borne by the Client (P&D Department);
- v. The pre survey workshop at Block H.Q will be organized by the District Nodal Officer where the stakeholders including people's representatives shall be apprised of the proposed survey. In the post survey workshop at Block HQ, the data collecting team from

DES shall appraise the stakeholders about the findings of the survey in the sampled villages. The views of the stakeholders will be incorporated in the district finding.

- vi. Similarly the District Nodal Officer will hold District Level Pre survey workshop to appraise the stakeholders including MLAs/MPs, ZP presidents, College Principals, media functionaries etc. from the district about the survey and its scope. The consultant is to prepare the structure of the above workshop to deliberate on the scope of the survey, sampling methodology, and FGD/PRA techniques to be followed etc.
- vii. The consultant will sit together with the Master Trainer and selected academician to prepare the findings of the district after the collation and tabulation of the information/data is completed by the DES. The Consultant will have discussion with DES on Software required for processing of data and vet the data.
- viii. The findings of the survey will be disseminated in a post survey workshop at district H.Q. The consultant is to prepare the structure of the workshop, its technical session etc. The Consultant along with the Master trainer and academician involved in preparing the district findings will hold the workshop and record all deliberation for using the same in preparation of SHDR.
- ix. The client(P&D Department) shall bear the expenses of the state, district and block level workshop , data collection & collation (computerization & tabulation);
- x. Consultant, after wide spread consultation with stakeholders and inputs provided by the client shall prepare the final State Human Development Report (including relevant indices) and submit to the client. Client shall bear all expenses towards the printing of the same.
- xi. Consultant shall also prepare methodology for record HDR dissemination and maintaining the data and report in data banks for subsequent referral but all cost thereof shall be borne by client.

The consultant will be reimbursed towards the cost of any other area not covered and accepted herein on actual basis/mutually agreed terms and condition.

Annexure 9

CONTRACT AGREEMENT FOR CONSULTANCY FOR PREPARATION OF STATE HUMAN DEVELOPMENT REPORT, ASSAM, 2012

THIS CONTRACT (“Contract”) is entered on theth Day of2012, by and between **P&D Department, GoA** (“the Client”) having its office at **Assam Secretariat, Dispur, Guwahati-781006** and [*Consultant’s name*], (“Consultant”) having its corporate office at [*Consultant’s address*].

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1	Services	(a) The Consultant shall perform the services specified in ToR (Terms of Reference) of the RFP which is made an integral part of this Contract (“the Services”). (b) The Consultant shall provide the service listed in ToR (Terms of Reference) within the time periods listed in the RFP therein and the personnel as provided by Consultant in Annexure 1 and annexure 2 of the RFP document, to perform the Services.	
2	Terms	The Consultant shall perform the Services during the period commencing [<i>insert start date</i>] and continuing through [<i>insert completion date</i>] or any other period as may be subsequently agreed by the parties in writing.	
3	Timelines	Particular	Time Frame
		Submission of draft Framework Report (10 copies + 2 set of soft copy in CD)	1 month from the date of award
		Submission of Consultation Workshop material including Locations/Schedule/ Agenda Note/Workshop publications/ Guidelines etc.	15 days from submission of draft Framework Report
		Holding of State Level Consultation Workshop	30 days from the date of receipt of materials for the workshop
		Submission of Final Framework Report with Work Calendar	7 days from state level consultation workshop;
		Submission of final Questionnaire, Schedules, Training modules, Training calendar , reading materials	15 days from the Submission of Final Framework Report

	, etc.	
	Holding of Training & assessment of training inputs(TOT)	60 days from submission of final questionnaires /schedules etc.
	Organization / Supervision of pre-survey Consultation workshop at District H.Q	Within 1 month from conclusion of training.
	Conduct of Survey, collation of data, Tabulation etc.	6 months from completion of trainings at all level.
	Dissemination of findings in the district in a workshop at District H.Q	1 month from completion of data collation , tabulation etc.
	Submission of Draft SHDR	3 months from receipt of district report from the entire district.
	Conduct of meeting of the Advisory Committee & Expert Panel	1 month after submission of Draft SHDR.
	Submission of Final(Draft) SHDR	Within 1 month after consultation meeting of Advisory Committee , Expert panel etc.
	Dissemination & culmination workshop for final SHDR	1 month from submission of draft final SHDR
	Release of SHDR	15 days from culmination workshop
4	Payment Schedule	
SL. No	Milestone	Percentage
1	Mobilization Advance on submission of Performance Guarantee and signing of Agreement	10%
2	On submission of Draft Framework Report as referred under Stage-1 of TOR	10%
3	On submission of Final Framework Report with work calendar after completion of Consultation Workshop with Stakeholders	10%
4.	Submission of Questionnaire for various level of stakeholders	10%
5.	Submission of reports on completion of training at State & district level	20%
4.	Submission of Draft SHDR	20%
5	On submission of the final SHDR Report	20%
	Total	100%
B. Payment Conditions		
Payment shall be made in Indian National Rupees not later than 15 days following submission of invoices in duplicate to the Coordinator designated as given in the subsequent section.		

6	Project Administration	<p>A. <u>Coordinator</u> The Client designates Mr./ Mrs. <i>[insert name/ designation]</i>, as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.</p> <p>B. <u>Records and Accounts</u> The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its terms and any extension.</p>
7	Performance Security	Highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
8	Confidentiality	The Consultant shall not disclose any proprietary or confidential information relating to the Services, this Contract or the Client's operations without the prior written consent of the Client.
9	Ownership of Material	Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
10	Consultant Not to be Engaged in Certain Activities	The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
11	Insurances	The Consultant will be responsible for taking out any appropriate insurance coverage.
12	Assignment	The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
13	Law Governing Contract and Language	The Contract shall be governed by the laws of the Government of India and the language of the Contract will be English .
14	Dispute Resolution and Arbitration	Any dispute, controversy or claim arising out of or relating to this agreement or breach or termination thereof shall be amicably solved as per the clause mentioned in RFP
15	Force Majeure 15.1 Force	Any of the following event resulting in Material Adverse Effect shall constitute Force Majeure Event:

	Majeure Event	<ul style="list-style-type: none"> a. Earthquake, flood, inundation, landslide; b. Storm, tempest, hurricane, cyclone, lighting, thunder or other extreme atmospheric disturbances; c. Fire caused by reasons not attributable to the Consultant; d. Acts of terrorism; and e. War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war; f. Strikes or boycotts, other than those involving the Consultant, its contractors or their employees, agents, etc.
	15.2 Notice of Force Majeure Event	<p>As soon as practicable and in any case within 3 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Party which is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event (“the Affected Party”) shall notify the other party of the same, setting out, inter alia, the following in reasonable detail:</p> <ul style="list-style-type: none"> a. The nature and extent of the Force Majeure Event; b. The estimated Force Majeure Period; c. The nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event; d. The measures which the Affected Party has taken or proposes to take to alleviate/ mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and e. Any other relevant information concerning the Force Majeure Event, and/ or the rights and obligations of the Parties under this Agreement.
	15.3 Performance of Obligations	<p>The Affected Party shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:</p> <ul style="list-style-type: none"> a. Due notice of the Force Majeure Event has been given to the other party as required by the preceding Article 14.2; b. The excuse from performance shall be of no greater scope and no longer duration than is necessitated by the Force Majeure Event; c. There shall be no Termination of this Agreement except as

		<p>provided in Clause 14.4;</p> <p>d. Where The Consultant is the Affected Party, the various deadlines set forth in this Agreement shall be extended by the period for which such Force Majeure Event shall subsist.</p> <p>e. Where the Consultant is the Affected Party, it must be seen that it has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facilities as a result of the Force Majeure Event and to restore the Project Facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement.</p> <p>f. When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligation hereunder, the non issue of such notice being no excuse for any delay for resuming such performance;</p> <p>g. The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement.</p>
	<p>15.4 Termination due to a Force Majeure Event</p>	<p>a. If a Force Majeure Event subsists for a period of 180 (one hundred eighty) days or more within a continuous period of 365 (three hundred sixty five) days, either Party may in its sole discretion terminate this Agreement by giving 30 (thirty) days Termination Notice in writing to the other Party without being liable in any manner whatsoever, save as provided in Clause 14.4. (b).</p> <p>b. Upon Termination of this Agreement due to a Force Majeure Event, the Consultant shall be entitled to receive as Termination Payment from the Client, a sum equal to the aggregate fair value as on Termination Date, less any amount due from the Consultant to the Client and net of insurance proceeds, if any, as determined by an independent firm of chartered accounts/ valuers mutually agreed upon and appointed by the Parties for the purpose.</p>
<p>16</p>	<p>Termination</p>	<p>The Client reserves the rights to terminate the study at any intermediate stage. In case of early termination for whatever reasons, the Consultant shall be paid only up to the stage completed. The Client's authority in this regard shall be binding on the Consultant.</p>

17	Component of Agreement	The tender document, and all the amendment issued for the same, shall be part of this agreement.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by: _____

Signed by: _____

Title: _____

Title: _____

Date -----

Date -----

Witness:

Witness:

Name:

Name:

Title:

Title:

Date:

Date:

BANK GUARANTEE FORMAT

PERFORMANCE BANK GUARANTEE

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

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

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

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

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

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

THIS GUARANTEE WITNESSES AS FOLLOWS:

1. The BANK hereby unconditionally, unequivocally and irrevocably guarantee to ----- (abbreviated name of Client) and agrees and undertakes that if in the sole and unfettered opinion of ----- (abbreviated name of Client), (CONTRACTOR) has failed to perform their obligation under the said works contact and any amendments or modifications thereto, the BANK shall upon demand of ----- (abbreviated name of Client) forthwith pay to ----- (abbreviated name of Client), without demur, contestation or dispute, without reference to

..... (CONTRACTOR), the amount set forth in certificate by
 (abbreviated name of Client) as the amount of
 loss/claim/damage/cost/expense arising or likely to arise out of breach or non fulfillment of the said
 Works Contract. Any such certificate or demand by (abbreviated name of
 Client) on the Bank, shall be conclusive as regards the amount due and payable by the BANK to
(abbreviated name of Client) under this Guarantee, notwithstanding -----
 --- (abbreviated name of Client) under this Guarantee, notwithstanding any dispute between
 (CONTRACTOR) and ----- (abbreviated name of Client) as to the
 liability for or quantum of loss/damage/claim /costs/expenses and notwithstanding any notice by
(CONTRACTOR) to the BANK to withhold or not to pay any amount to
(abbreviated name of Client) against this Guarantee either before or
 after invoking of this Bank Guarantee by (abbreviated name of Client).

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

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

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

()
 WITNESS
 1

()
 WITNESS
 2.