

**Request for Proposal For
Empanelment of Design and DPR consultants for various Infrastructure Works**

**Request for Proposal
For
Empanelment of Design and DPR consultants for various Infrastructure
Works**

Reference No.: MEGHAGE/3/2021

Issued By: -

Meghalayan Age Limited
House No. L/A-56, Lower Nongrim Hills,
Shillong East Khasi Hills,
Meghalaya-793003
E-mail: Map.meghalaya@gmail.com

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Meghalayan Age Ltd.
Shillong, Meghalaya (India)

TENDER NOTICE

Notice No. MEGHAGE/3/2021/01

Dated 30-June-2021

Main Portal: <http://www.mbd.gov.in>

Chief Administrative officer (CAO), MAL Shillong, Meghalaya (India), Ph. No. +91 03642210358 / +91 9863065161 through the process of Open tendering invites tender from eligible bidders Empanelment of Design and DPR consultants for various Infrastructure works in state of Meghalaya.

Empanelment duration is 5 Calendar Years from the date of empanelment.

Details of Tender:

The Authority invites proposals from reputed and capable Consultants and Structural Designers for empanelment for the Consultancy work of preparation of DPR of Infrastructure Projects on rate contract basis. The consultants should have the experience of working for Semi /Govt. Organizations/ Central or State Govt./PSUs, etc. Conditional tender shall not be accepted.

Sr. No.	Items	Description
1	RFP Document Download Start / Close Date & Time	Start Date: 01-July-2021 at 11:00 hrs IST Closing Date: This will be a rolling out empanelment and as in when an eligible proposal is received from a prospect bidder, they will be evaluated and empanel accordingly.
2	Last date and time for submission of Technical bids (Bid Due Date) through email	15-July-2021, 13:00 hrs. to 17:00 hrs. IST only at following email ID: Map.meghalaya@gmail.com However, this will be a rolling out empanelment and as in when an eligible proposal is received from a prospect bidder after this date, they will also be evaluated and empanel accordingly.
3	Last date and time for submission of bids (Technical) (Bid Due Date) in Hard copy	15-July-2021, from 13:00 hrs. to 17:00 hrs. IST at the office of The Chief Administrative officer, House No. L/A-56, Lower Nongrim Hills, Shillong East Khasi Hills Meghalaya-793003. However, this will be a rolling out empanelment and as in when an eligible proposal is received from a prospect bidder after this date, they will also be evaluated and empanel accordingly.
4	Date and Time for presentation	Date shall be intimated through email.

Chief Administrative officer (CAO) MAL
House No. L/A-56, Lower Nongrim Hills,
Shillong East Khasi Hills, Meghalaya-793003

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Part – 1 – Overview

1. Background

Meghalayan Age Ltd. (MAL), a Company registered under The Companies Act, 2013 was constituted by the Government of Meghalaya to prepare projects, mobilize finance, facilitate procurement, and provide credit support service for construction, development, operation, maintenance, rehabilitation, and upgradation of bankable infrastructure projects in the State of Meghalaya. MAL is now entrusted with the role of a facilitator for infrastructure projects to be executed in the State of Meghalaya. It seeks to appoint the agency for Design and Supervision of tourism related projects funded by New Development Bank (NDB) and other Tourism Projects under Meghalayan Age Ltd.

The projects are focused on a wide array of fields, right from Wildlife to Health Tourism, and from Agriculture to Adventure Tourism. The onset of COVID induced disruptions has made inter & intrastate movements difficult. This has also affected the state's ability to take developmental initiatives in far-flung regions. Given this, instead of opening new locations/ destinations, the state has decided to focus on the two main hubs - Shillong and Tura - and prioritize core infrastructure in these two hubs.

2. Objectives:

- 2.1 MAL requires the services of suitably qualified design consultants established in the state of Meghalaya having experience in preparation of Plans, Designs, Interior Designs, Estimates of Cost, Tender document etc of various infrastructure works for various central/ state govt./ externally funded projects, to provide design consultancy services in order to ensure that construction works are planned and designed in accordance with the standards fixed by the national standards/ codes to the satisfaction of the MAL. The consultant will be required to have team of suitably qualified & experienced professionals with the latest designing, drawing, and planning software and facilities.

3. Scope of Works

3.1. Estimation of Quantities and Project Costs

- 3.1.1. The consultant shall prepare detail drawings, detailed estimates for quantities considering designs and project cost including the cost of environmental and social safeguards proposed based on Meghalaya Standard Data Book /latest SOR published by PWD, rates applicable for works in the State of Meghalaya as published by PWD and market rate for the inputs.
- 3.1.2. The Consultant shall make detailed analysis for computing the unit rates for the different items of works. The unit rate analysis shall duly take into account the various inputs and their basic rates, suggested location of plants and respect lead distances for mechanized construction. The unit rate for each item of works shall be worked in terms manpower, machinery Staff and materials.
- 3.1.3. The consultant shall make himself available for checking of the estimates and giving proofs for adoption of rates as per requirement of MAL.

3.2. Time Period for the Service

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- 3.2.1. (i) A total completion time for the scope of services will be as per agreement. The final reports, drawings and documentations should be completed within this time schedule.
(ii) Association of the consultant shall be till completion and handing over of the project to the client. They are required for carrying out all modifications/ deletion /additions /alteration in /drawing / documents as required by client and MAL for proper execution of works at site
- 3.2.2. MAL shall arrange to give approval on all sketches, drawings, reports and recommendations and other matters and proposal submitted for approval by the Consultant in such reasonable time as not delay or disrupt the performance of the Consultant's services.
- 3.2.3. Sequencing of Project preparation, activities will be split into two stages as brought out below. Each stage will cover a set of activities to be completed before moving to the next stage and shall be followed with a detailed in respect of each stage.

Stage 1: Preliminary Project Report (PPR)

Stage 2: Detailed Project Report (DPR)

3.2.4. Schedule of Submission

Consultants shall be required to complete, to the satisfaction of the MAL, all the different stages of study within the time frame indicated in the schedule of submission pertaining to Reports and documents for becoming eligible for payment for any part of the next stage.

3.3. Stage I: Submission of Preliminary Project Report - 5 Sets

- 3.3.1. The final PPR shall be submitted within 15 days from the date of commencement of services. The report shall be prepared separately for each construction and shall contain the following, preparation of preliminary drawings, after preliminary survey modifying as per client's instructions and then submitting the final Architectural Drawings and cross sectional drawing and two side elevation along with 3d view and rough cost estimate based on PWD Plinth area rate/Analysed rate or market rate.
- 3.3.2. The basic data obtained from the field studies and investigations and input data used for the preliminary design shall be submitted in a separate volume as an appendix to PPR.
- 3.3.3. The Final PPR incorporating comments, revisions and modifications suggested by MAL shall be submitted within 7 days of receiving comments from MAL.

3.4. Stage II: Draft Detailed Project Report (DPR) - 5 Sets

- 3.4.1. The draft DPR submission shall consist of Main Report, Design report, Materials Report Engineering Report, Protection work Design Report, bid documents and drawings.
- 3.4.2. Submission of Architectural Drawing after carrying out field survey (Table survey/Total Station Survey, Contour mapping), Structural Design and Drawing, Design and Drawing, Electrification Design and Drawing, Interior Design, Mechanical Design and Drawing, External development and other health infrastructure work including preparation of detailed Estimates, Bill of Quantities, Valuation of existing building etc, Proposal for Utility Shifting and Tender Documents after conducting soil test (required as per scale of the project) in five sets.
- 3.4.3. The consultant shall submit the soft copies of the DPR including all drawings in Auto Cad Latest format and also shall supply the necessary software such as Auto CAD, STAAD, MS Project,

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PRIMAVERA, etc. in MAL office and any other software required for association of the work, free of cost.

3.5. Interaction with MAL

- 3.5.1.** During entire period of services, the consultant shall interact continuously with MAL and provide any clarification as regards methods being followed and carry out modification as suggested by MAL. A programme of various activities shall be provided to MAL and intimation shall be given to MAL regarding start of key activities so that inspections of MAL officials could be arranged in time.
- 3.5.2.** The MAL officers and other Government officers may visit the site at any time, individually or collectively to acquaint themselves with the field investigation and survey works.
- 3.5.3.** The consultant shall be required to send 3 copies of concise fortnightly Progress Report by the 5th day of the following fortnight to the designated officer at his Head Quarter so that progress could be monitored by MAL. These reports will indicate the dates of induction of various key personnel and the activities performed by them. Frequent meeting with the consultant at site office or in MAL Site office are foreseen during the project.
- 3.5.4.** All equipment, software, and books etc. bought for this project shall be listed to the client through progress Report and handed over to the client free of cost at the end of the project.

3.6. Data and Software:

- 3.6.1.** The CD diskettes containing all basic as well as the processed data from all field studies and investigations, report appendices, annexure, documents, and drawings shall be submitted to MAL at the time of the submission of the Final Report. The data can be classified as follows:-
 - (i) Engineering Investigations: Material Investigation including test result for sub grade soil, Sub-soil Exploration, new construction requirement etc.. in MS EXCEL or any other format which could be imported to widely used utility packages.
 - (ii) Topographic Surveys and Drawings: All topographic data would be supplied along with complete reference so that the data could be imported into any standard design software. The drawing files would be submitted in Auto Cad latest format.
 - (iii) Rate Analysis: The consultant shall submit the rate analysis for various works items including the data developed on computer in this relation so that it could be used by the Authority later for the purpose of updating the cost of the project.
 - (iv) Reports: All report shall be submitted in electronic media besides required number of Hard copies as stipulated above.
 - (v) Design Report – All design data & design calculation shall be submitted in soft copy as well as hard copy to MAL.

3.6.2. Software:

The consultant shall also hand-over to MAL all CD containing any general software including the financial model that has been specified developed for the project.

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3.6.3. The CD diskettes should be properly indexed and a catalogue giving contents of all floppies and printouts of the contents (data from field studies topographic data and drawings) should be handed over to MAL at the time of submission of the Final Report.

3.7. Responsibility for Accuracy of project Documents.

3.7.1. The consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawing, estimates and all other details prepared by him as part of these services. He shall indemnify the MAL against any inaccuracy in the work that might surface during implementation of the project. The consultant will also be responsible for correcting at his own cost and risk, the drawings including any re-survey/investigations and correcting layout etc. if required during the execution of the services.

3.7.2. The consultant shall be fully responsible for the accuracy of design and drawings of structures. All the design and drawings for structures including all their components shall be fully checked by a senior Engineer after completion of the designs. All drawings for structures shall be duly signed by the (a) Designer, (b) Senior Checking Engineer and (c) Senior Structural Expert. The design and drawings not signed by the three persons mention above shall not be accepted. The consultant shall indemnify the MAL against any inaccuracy/ deficiency in the design and drawings of the structure noticed during the construction and even thereafter and the MAL shall bear no responsibility for the accuracy of the designs and drawings submitted by the consultants.

3.8. The final design will be the property of Govt. of Meghalaya & no publication & distribution will be allowed without consent of the client.

3.9. COST OF THE PROJECT DOES NOT INCLUDE FOLLOWING ITEMS/EXPENDITURE FOR THE PURPOSE OF PAYMENT OF FEE DURING CONSTRUCTION STAGE

To arrive at the payment of architectural fee to the architect, the cost of project shall be derived by deducting following items from sanctioned cost of project by the Government:-

3.9.1. Contingency charges sanctioned

3.9.2. Centage charges/ supervision charges sanctioned

3.9.3. Payment allowed for shifting of utility and providing other facilities etc, charges to development authority to sanction the project maps payment made to forest and other departments. Any other items of works/services sanctioned for which architectural services are not required/ approved.

3.9.4. Cost of land, if any.

3.10. PAYMENT OF CONSULTANCY FEES:

3.10.1. The MAL agrees to pay 4% of the total project cost to the bidder for their services

3.10.2. Deleted

3.10.3. Statutory charges/fees payable to any local authority for obtaining statutory approvals for commencement/Completion /occupation of the infrastructure shall be paid by MAL on

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demand by the competent authorities or initially the payment shall be made by the consultant which will be reimbursed to the consultant by MAL with his bills.

3.10.4. The Consultant shall have to submit the self-attested copy of his PAN No. along with the RFP Document.

3.11. PAYMENT SCHEDULE

3.11.1. Payments to the consultant shall be “on account” and shall be adjusted against the final bill.

3.11.2. All payments shall be subject to Income Tax deduction at source.

3.11.3. The Consultant shall be paid for each of the services in the schedule as far as possible by 14th working day after the day of submission of the bill, complete in all respect to the Project Manager as follows:

1.	On approval of Concept Planning and Master Plan from client department, On approval of Drawings and Design and approval of documents from statutory bodies (if any), On submission of Preliminary DPR	25% (Twenty Five percent) of the payable fee as above.
2.	Submission of DPR including detail design report, detail structural drawing for proof checking and approval by the MAL (i) On Approval of DPR by MAL.	25% (Twenty Five percent) of the payable fee as above.
3.	(ii) On Approval of DPR by the Client/Govt.	50% (Fifty percent) of the payable fee as above.

Note: 5% security deposit will be deducted from each running bill which shall be released after two months of completion of project and shall work as performance guarantee during the construction stage.

3.12. PERFORMANCE GUARANTEE:

3.12.1. The Consultant shall submit an unconditional Performance Guarantee/FDR/NSC (duly pledged as directed) of 5% (Five Percent) of the consultancy fee or Rs. 50000 (Fifty thousand) whichever is more, for proper performance of the contract agreement from a nationalized/scheduled Bank in the prescribed Performa at Appendix – A (in case of Bank Guarantee only), notwithstanding any other provisions in the contract, within 07 days of issue of Letter of Acceptance.

3.12.2. In case, the Consultant fails to deposit performance guarantee within 15 days of issue of letter of acceptance, the offer of appointment of Design & DPR consultant shall stand cancelled.

3.12.3. 5% retention money deducted from each running bill shall also form part of the performance Guarantee, making it a total of 10% of the consultancy fee.

3.12.4. Performance guarantee shall be released after 2 months from date of completion of work.

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3.13. FORFEITURE OF PERFORMANCE GUARANTEE:

When the consultant has made himself liable for action under any of the clauses aforesaid, the Engineer-in-Charge on behalf of the MAL shall have powers:

- 3.13.1.** To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer-in-Charge shall be conclusive evidence) upon such determination rescission, the Security Deposit already recovered and Performance Guarantee under the contract shall be forfeited and placed absolutely at the disposal of the MAL.
- 3.13.2.** In case the consultant fails to complete the work, the MAL, without prejudice to rights and remedies available under the agreement shall forfeit Performance Guarantee in cash and/or by encashing the Bank Guarantee.

3.14. ADDITIONS AND ALTERATIONS:

- 3.14.1.** The MAL shall have the right to make changes, additions, modifications or deletion in the design and drawings or any part of work and instructions given in writing for any such additions / alterations, deletions during the progress of the work and the same shall be complied by the consultant without any extra cost.

3.15. TIME SCHEDULE:

- 3.15.1.** The date of commencement of project will be reckoned from the seventh day of the date of signing of the contract.
- 3.15.2.** Completion of various professional services/activities shall be achieved within the time frame for submission of DPR on would be given in the specific ToR of the assigned project.
- 3.15.3.** As the project has to be completed on fast track, the work shall be carried out with due diligence and as per time frame for submission of DPR for the assigned project. In case of any delay / default, performance/deficiency by the Consultant, to the agreed time schedule, for pre commencement activities the Consultant shall pay by way of agreed compensation and amount equivalent to 0.25% (Zero decimal two five percentage) of the total amount of fee payable for each stage for each week of delay subject to a maximum of 10% (Ten percent) of the fee quoted for the services.

3.16. EXTENSION OF TIME

- 3.16.1.** If the consultant shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the MAL within seven days of the date of hindrance on account of which he desires such extension as aforesaid.
- 3.16.2.** The MAL after satisfying itself about the reasonableness of grounds may grant extension of time which shall be final and binding as in his opinion be justified and communicate the same

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in writing. Wherever such extension of time is granted, it would be without prejudice to the rights of MAL to take any other action under the provisions of the Contract. Any extension of time granted as stated above shall neither entitle the consultant to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

3.16.3. The consultant shall extend the validity of his Performance Guarantee if warranted on account of extension of time.

3.17. COPYRIGHT

3.17.1. All these drawings shall become the absolute property of the MAL, and the consultant shall have no right to use the same anywhere else. Such drawings and designs shall not be issued to any other person, firm or authority or used by the Architectural Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the MAL and/or its authorized representatives.

3.17.2. All design calculations along with original Structural drawings on computer floppy/CDs shall be submitted for proof-checking/ record and shall be the property of the MAL.

3.18. RESPONSIBILITY FOR ACCURACY OF PROJECT DOCUMENT

The Consultant shall appoint a team leader for this project who shall be an architect of at least Five years of experience and should have designed/supervised construction of similar structures. His CV shall be submitted to the MAL within 7 days of signing of the agreement for approval of MAL. He will regularly interact with the officers of the MAL and will be responsible for timely submission of the requisite reports/document. The Consultant shall be responsible for accuracy of the data collected by them directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by them as part of these services. The Consultant shall indemnify the MAL against any inaccuracy in the work, which might surface during implementation of the project. The Consultant shall also be responsible for correcting, at his own cost and risk, the drawings including any re-designing and correcting layout/ design etc. if required during the execution of the Services, without any extra cost.

3.19. INDEMNIFICATION:

The Consultant shall fully indemnify and keep the MAL indemnified against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against the MAL in respect of any such matters as aforesaid the consultant shall be immediately notified thereof and the Consultant shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the Consultant shall not be liable to indemnify the MAL, if the infringement of the patent or design or any alleged patents or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

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3.20. GUARANTEE:

- 3.20.1.** The Consultant shall agree to redesign at his cost any portion of his engineering and design work, which due to his failure to use a reasonable degree of design skill shall be found defective.
- 3.20.2.** The MAL may make good the loss by recovery from the dues of the Consultant in case of failure to comply with the provisions of the above clauses.

3.21. DETERMINATION AND RESCISSION OF AGREEMENT:

- 3.21.1.** The MAL without any prejudice to its right against the Consultant in respect of any delay by notice in writing absolutely determine/ rescind the consultancy contract in any of the following cases:
- i) If the Consultant, being a firm/ company shall pass a resolution or the court shall make any order that the firm/ company shall be wound up or if a Receiver or a Manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court to appoint a Receiver or a Manager or which entitled the court to make up a winding order.
 - ii) If the Consultant commits breach of any of the terms of the agreement.
- 3.21.2.** When the Consultant has made himself liable for action under any of the clauses aforesaid, the MAL shall have power: -
- a. To determine / rescind the agreement:
 - b. To engage another Consultant to carry out the balance work debiting the Consultant the extra amount, if any, so spent for getting the balance work done. This amount would be in addition to the penalties imposed under clause no. 3.30 herein above provided further that the Consultant shall not be entitled to any difference of cost if the balance work is done at a cost less than the contract value.
- 3.21.3.** The decision of the Chief Administrative Officer regarding the grounds for determination of the agreement by the Engineer- in- charge shall be final and binding.

3.22. DISPUTES

- 3.22.1.** If the Consultant believes that a decision taken by the Engineer was either outside of authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision of the engineer shall be referred to the Dispute Review Expert (DRE) within 10 days of the notification of the Engineer's decision.
- 3.22.2.** The DRE for various projects will be Chief Executive Officer (MAL).

3.23. PROCEDURE FOR DISPUTES

- 3.23.1.** The Dispute Review Expert shall give a decision in writing within 28 days of receipt of a notification of dispute.

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- i) If the Consultant is dissatisfied with the instructions or decision of the Dispute Review Expert, the Consultant may, within 15 days of the receipt of the decision, appeal to the MD, MAL who shall afford an opportunity to the Consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The MD, MAL shall give his decision within 30 days of receipt of Consultant's appeal. If the Consultant is dissatisfied with this decision, the Consultant shall within a period of 30 days from receipt of the decision, give notice to the MD, MAL for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.
- ii) Except where the decision has become final, binding, and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the MD, MAL. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- iii) It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the MD, MAL of the appeal.
- iv) It is also a term of this contract that no person, other than a person appointed by MD, MAL as aforesaid should act as arbitrator.
- v) It is also a term of this contract that if the Consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 115 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the Consultant shall be deemed to have been waived and absolutely barred and the MAL shall be discharged and released of all liabilities under the contract in respect of these claims.
- vi) The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- vii) It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.
- viii) It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.
- ix) It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their

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statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

- x) The arbitration shall be conducted in accordance with the arbitration procedure stated in the Clause no. 3.25 below.

3.24. REPLACEMENT OF DISPUTE REVIEW EXPERT.

Should the Dispute Review Expert resign or die, or should the Employer and the Consultant agree that the Dispute Review Expert is not fulfilling his functions in accordance with the provisions of the Contract, a new Dispute Review Expert will be appointed by the Chief Administrative Officer, MAL.

3.25. ARBITRATION:

3.25.1. Excepting the decisions taken by the Chief Administrative Officer, MAL, all disputes, or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration by a reference to the sole arbitrator or the person appointed by the Chief Administrative Officer, MAL and the award made in pursuance thereof shall be binding on the parties. Such arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996.

3.25.2. It is also the term of this agreement that consultant shall have no objection whatsoever, in the appointment of an officer of the MAL as the sole Arbitrator by the Chief Administrative Officer.

3.26. FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK.

If at any time after acceptance of the consultancy tender, the MAL decides to abandon or reduce the scope of the work for any reason, the Engineer- in- charge shall give notice in writing to that effect to the consultant and the consultant shall act accordingly in the matter. The consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work. Further, the consultant shall not have any claim for compensation by reasons of an alteration having made in the scope of work which shall involve any curtailment of work as originally contemplated. However, the consultant shall be paid at contract rates full amount for works executed to the extent and accepted by the Engineer-in-charge.

3.27. MODIFICATION

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- 3.27.1.** Modification of the terms and conditions of this contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Each party shall give due consideration to any proposals for modification made by the other Party.
- 3.27.2.** In case scope of work is increased on account of requirement of additional facilities, the consultant shall be paid for additional DPR in the same proportion as their quoted fee for the present scope of work with respect to the sanction amount of DPR excluding centage & contingency.

3.28. OPERATION

The parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause shall or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute to arbitration in accordance with Clause 3.36.

3.29. KEY PERSONNEL

Key personnel shall be different for different projects which shall be intimated in the specific ToR at the time of assigning of the consultancy work.

3.30. Penalty:

Penalty shall be imposed on the consultants for poor performance/deficiency in service as expected from the consultant and as stated in General Conditions of contract. The Architect/Design Consultant is required to submit the report as per schedule that will be given in the specific ToR for the assigned project. The Architect/Design Consultant is supposed to pay the site visit as per schedule to be given in specific ToR. If the Architect/Design Consultant fail to adhere to the schedule, a penalty of Rs. 10,000.00 (Rupees Ten Thousand Only) per visit/per week delay of submission of reports/documents, may be imposed.

4. Category:

The applicants will be empanelled under the following Categories:

- (a) **Category A** – for projects costing above Rs 7.00 Cr but up to Rs. 10.00 Cr.
- (b) **Category B** – for projects costing above Rs 5.00 Cr but up to Rs. 7.00 Cr.
- (c) **Category C** – for projects costing above Rs 2.00 Cr but up to Rs 5.00 Cr.
- (d) **Category D** – for projects costing up to Rs 2.00 Cr.

Note: Cost of projects being cost of civil works and not the consultancy cost.

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4.1. The Category shall be decided by a Committee of MAL constituted for this purpose on the basis of predetermined criteria and where it is not possible to do so, based on their own judgment. The decision of the Committee shall be final and binding.

5. Empanelment Fees:

- (a) Category A - Rs. 20,000.00 + GST 18%
- (b) Category B - Rs. 10,000.00 + GST 18%
- (c) Category C - Rs. 7,500.00 + GST 18%
- (d) Category D - Rs. 5,000.00 + GST 18%

6. Application Form:

Application for empanelment of architectural and design consultants duly filled with relevant details is required to be submitted as per **Annexure- A**.

7. Eligibility:

7.1. The applicant must have registered office in any of the Northeast states. Reputed consultants/Individuals will be considered based on their work experience and performance. However, preference will be given to firms from Meghalaya and other Northeast states considering current covid situation.

7.2. “DESIGN CONSULTANTS” must have a valid Trade License issued from the State of Meghalaya.

7.3. Technical Staff Strength:

The applicant must have minimum qualification and experience of its permanent key staff as under:

S. No	Position Held	Minimum Qualification & Experience							
		Category-A		Category- B		Category- C		Category-D	
1	Principal Architect	1 No.	M.E./M. Tech in Structural Engineering with 15 Years’ experience	1 No.	B.E./B. Tech in Structural Engineering with 15 Years’ experience	1 No.	B.E./B. Tech in Structural Engineering with 10 Years’ experience	1 No.	B.E./B. Tech in Structural Engineering with 5 Years’ experience
2	CAD Operator/ Draftsman	4 Nos.	Diploma with 4 years’ experience	3 Nos.	Diploma with 4 years’ experience	2 Nos.	Diploma with 2 years’ experience	2 Nos.	Diploma with 2 years’ experience

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Details of qualification and experience of key staff must be submitted in the format given at **Annexure- B.**

7.4. Associated Consultants:

The Applicant should have sufficient number of technical staff (Clause-7.3.) and associated consultants for the proper execution of the contract with irrevocable letter of association for sufficient period. The applicant should submit a list of these staff and consultants stating clearly how these would be involved in planning and execution. Details of associated consultants should be furnished as per **Annexure – C.**

7.5. Financial Information:

The applicant should have minimum average annual turnover in the requisite Category during the last five years as given below and provide bank solvency certificate for the same amount.

S. No	Category	Min. Avg. Amount of Annual Turnover in last 3 years
1.	For projects costing above Rs 25.00 Cr (Category-A)	Rs. 80.00 Lacs
2.	For projects costing above Rs 10.00 Cr but up to Rs. 25 Cr (Category-B)	Rs. 50.00 Lacs
3.	For projects costing above Rs 5.00 Cr but up to Rs 10.00Cr (Category-C)	Rs. 30.00 Lacs
4.	For projects costing up to Rs 5.00 Cr (Category-D)	Rs. 20.00 Lacs

Details of Gross Annual Turnover during the last 3 financial years and bank solvency certificate must be furnished in the format as given at **Annexure-D.**

7.6. Work Experience:

The applicant should have minimum experience (any one of the Col. 3, 4 and 5 of table below) of consultancy services in the requisite Category, as given below:

S. No	Category	One completed similar Work	Two completed similar work	Three completed similar work
1	2	3	4	5
1.	(Category-A)	Rs. 10 Cr	Rs. 5 Cr each	Rs. 3.5 Cr each
2.	(Category-B)	Rs. 7 Cr	Rs. 3.5 Cr each	Rs. 2.5 Cr each
3.	(Category-C)	Rs. 5 Cr	Rs. 4 Cr each	Rs. 2 Cr each
4.	(Category-D)	Rs. 2 Cr	Rs. 1 Cr each	Rs. 0.5 Cr each

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Details of experience of work completed during the last 10 years must be furnished as per the format given at **Annexure-E**. Also, details of works in hand be furnished as per the format given at **Annexure-F**.

- 7.7. The Consultants conversant with the structural designs for hilly region/terrain matching with the topography and environment of State of Meghalaya will be given preference.
- 7.8. The Consultants must have the knowledge of requirements of different types of structures such as resorts, convention centres, tourism properties etc..
- 7.9. The Consultants must have specialization and adequate experience in latest technological innovations and trends using latest cost-effective materials, earthquake proof design etc.
- 7.10. Software based designing, Auto CAD drawings, 3D modelling and presentation ability will be essential part of the qualification criteria for which the consultant should submit the list of software on the basis of which they will prepare the Structural designs, the working 3D drawing, cost estimates 7 the models of presentation (**Annexure-G**).
- 7.11. Performance evaluation of the empanelled Consultants on the basis of their work actually done during the last one year shall be done further in the month of April every year as per the criteria specified in **Annexure-I**. Decision to continue or terminate the empanelment right at that stage shall be taken by the competent authority after such yearly performance evaluation, irrespective of the fact that the initial empanelment was done for a period of three years. The decision of the competent authority in these regards shall be final and binding on the concerned consultant, for which he shall have no claim what so ever.

8. Details to be submitted by the consultants

The proposal is required to be submitted in a large, sealed envelope, super scribed “Proposal for Empanelment of Design and DPR consultants for various Infrastructure Works” containing following two envelopes :-

8.1 Technical Proposal (To be super scribed as Technical Proposal) containing following:

- 3.16.1 Non-refundable empanelment fee for each of the Category in the form of Demand Draft/Drafts in favour of “Chief Administrative Officer, MAL” payable at Shillong.
- 3.16.2 Detailed profile of the Applicant.
- 3.16.3 Duly filled in application form for Empanelment of Design & DPR Consultants (As per **Annexure-A**).
- 3.16.4 The list of in-house technical staff with details of their qualifications, experience, and field of expertise (As per **Annexure-B**).
- 3.16.5 Details of associated consultants. (As per **Annexure-C**).
- 3.16.6 Details of average annual turnover certified by CA (As per **Annexure-D**).
- 3.16.7 Details of experience of work during the last 5 years (As per **Annexure-E**).

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- 3.16.8 Current works in hand (As per **Annexure-F**).
- 3.16.9 List of relevant software and equipment available with the Applicant (As per **Annexure-G**).
- 3.16.10 Information regarding any litigation, current or during the last five years, in which the Applicant is involved, the parties concerned and disputed amount. (As per **Annexure-H**).

8.2. **Financial Proposal:** Not Applicable

9. Technical Evaluation:

A committee shall check the application form (Annexure-A) of all the consultants and those found responsive shall be eligible for further technical evaluation of their technical proposals by the committee as per following criteria: -

- (i) Technical Staff Strength (Annexure – B) : 20 Marks
- (ii) List of Associated consultants (Annexure – C) : 10 Marks
- (iii) Financial Information (Annexure – D) : 15 Marks
- (iv) Work Experience during last five years (Annexure – E) : 25 Marks
- (v) Current works in hand (Annexure – F) : 20 Marks
- (vi) List of relevant software and equipment available with the Applicant (Annexure – G) : 10 Marks

Total: 100 Marks

Note: Consultants getting more than 60 marks shall only be eligible for empanelment in the desired Category.

10. Financial Evaluation: *Not Applicable*

- 11. Deleted
- 12. MAL reserves the right to accept or reject any or all proposals without assigning any reasons thereof.
- 13. The work shall be assigned from time to time by MAL to empanelled Consultants in respective Category on the basis of work experience and specialization in the particular field. Negotiation of Consultancy fee may be done with the Consultants if it is desired by MAL.
- 14. MAL shall have full rights to assign any work to any empanelled Consultant in a particular Category, without assigning any reason thereof. Moreover, an empanelled Consultant can be assigned any number of projects falling under the Category of their empanelment. No consultant shall have any right or claim for assignment of a particular project or a particular number/amount of work. The discretion of the assigning authority in these regards shall be final and binding on all empanelled consultants.
- 15. The assignment shall be given along with additional Terms of Reference (ToR) specific to the work and specific instructions, if any.

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16. Period of Empanelment:

The selected Consultant shall be empanelled initially for a period of Five years which can then be extended on the basis of their performance and policy in vogue at that time. MAL, however, reserves the right to upgrade/renew the panel at any time without assigning any reasons. The consultants already empanelled with MAL will remain empanelled till the end of their period of present empanelment which can then be extended on the basis of their performance and policy in vogue at that time.

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Appendix - A

**PROFORMA FOR PERFORMANCE GUARANTEE
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

B.G No.:

DATE:

To

Chief Administrative officer (CAO),
Meghalaya Age Limited (MAL),
House No. L/A-56, Lower Nongrim Hills,
Shillong East Khasi Hills
Meghalaya-793003.

1. In consideration of you, "Meghalaya Age Limited (MAL)" having its head office at House No. L/A-56, Lower Nongrim Hills, Meghalaya-793003 (hereinafter referred as the "Corporation", which expression shall, unless it be repugnant to the subject or context thereof include its, successors, and assigns) having agreed to receive the Bid of Rs. (Rupees only) from M/s, (hereinafter referred to as the "Bidder" which expression shall, unless it be repugnant to the subject or context thereof include its, successors, and assigns) for Providing Consultancy Services for Planning & Design of (hereinafter referred to as "the Project") pursuant to the RFP Document dated issued in respect to the Project and other related documents hereinafter collectively referred to as "Bidding Documents"),

We, (Name of the Bank) having its registered office at, and one of its branches at(hereinafter referred to as the Bank) at the request of the Bidder do hereby in terms of clause 5.5 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (i.e. the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Corporation an amount of **Rs. (Rupees. only)** as performance guarantee (hereinafter referred to as the "Performance Guarantee") as our primary obligation without any demur, reservation, recourse, contest, or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Corporation stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive, and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Corporation is disputed by the Bidder or not, merely on the first demand from the Corporation stating that the amount claimed is due to the Corporation by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents. Any such demand made on the Bank shall be conclusive as regards

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amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs. (Rupees. only)**.

4. This Guarantee shall be irrevocable and remain in full force for a period of(.....) months from the date of signing of the contract agreement inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Corporation and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Corporation shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents and the decision of the Corporation that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Corporation and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Corporation shall be entitled to treat the Bank as the principal debtor. The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Corporation to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Corporation may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Corporation in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

**(Signature of the Authorized Signatory)
(Official Seal)**

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LETTER OF TRANSMITTAL

(ON LETTER HEAD OF THE COMPANY)

To,

Chief Administrative officer (CAO),
Meghalaya Age Limited,
House No. L/A-56, Lower Nongrim Hills,
Shillong East Khasi Hills
Meghalaya-793003.

Sub: Proposal for Empanelment of Design and DPR consultants for various Infrastructure Works.

Sir,

Having examined the details given on your website for the empanelment of Architectural and Design Consultant in MAL, we submit our proposal with relevant information and documents for your kind consideration.

1. I/We hereby certify that all the statements made, and information supplied in the enclosed **Annexures A to I** and accompanying statements are true and correct.
2. I/We have furnished all information and necessary details required for the empanelment of Architectural and Design Consultant.
3. I/We submit the requisite certified solvency certificate and authorize the Chief Administrative Officer, MAL to approach the bank issuing the solvency certificate to **PERFORMANCE** the same. I/We also authorize Chief Administrative Officer to approach individuals, employers, firms, and corporations to verify our competence and general reputation.
4. I/We fully understand and agree that I/we may be de-empanelled from the panel and debarred from future works in MAL in case any information provided by us is found to be false or incorrect.

Enclosures: Technical Proposal in the envelop.

Seal of applicant:

Date of submission:

Signature of Authorized
Signatory of Applicant (s)

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Annexure - A

Application Form

(The applicant should carefully study the RFP for Empanelment and the list of documents to be annexed with the proposal before filling the form. Proposal found deficient in any respect is liable to be rejected without any further correspondence)

1. Category:

S.No.	Category	
1.	Category A	<input type="checkbox"/>
2.	Category B	<input type="checkbox"/>
3.	Category C	<input type="checkbox"/>
4.	Category D	<input type="checkbox"/>

Note:- Please tick (v) in the box against desired Category.

2. Empanelment fee enclosed:

Sl. No	Desired Category	Draft No.	Date	Amount	Issuing Bank & Branch

(Refer Clause nos. 4 & 5)

3. Name of Applicant

.....

4. Address of the Applicant:

(a) Regd.

office.....

(b) Head

Office.....

(Attach separate paper for addresses of other offices)

5. Telephone Number:

Fax No:

E-mail address:

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6. Constitution:

- Sole Proprietorship Concern Partnership Firm
Public Ltd. Company Private Ltd. Company

7. If partnership firm, names of the partners/ If Company, name of directors

- (a)
(b)
(c)
(d)
(e)
(f)

8. Furnish the following details and enclose copies of each document:

- (a) PAN
- (b) GST No.
- (c) Corporate Identity No. as given by relevant ROC (if applicable)

9. Is the sole proprietor/any partner/director of company:

- (a) Dismissed Government Servant Yes No
- (b) Removed from approved list of contractors Yes No
- (c) Demoted to a lower class of consultant Yes No
- (d) Having business banned/suspended by
any government in the past Yes No
- (e) Convicted by a court of law Yes No

If answer to any of the above is 'Yes', furnish details on a separate sheet

10. Name of person holding power of attorney

.....

11. Name of Bankers with full address

.....

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12. Place of business

.....

13. (a) Whether already enlisted with MAL or any other department Yes No

(b) If yes, give details:

(i) Name of department

.....

(ii) Category

.....

(iii) Empanelment authority & address

.....

(iv) Empanelment No. & date

.....

(v) Date of validity

14. Certificates:

I/We (including all partners) certify that I/We have read “Request for Proposal For Empanelment of Design and DPR consultants for various Infrastructure Works” in MAL as amended up to-date and shall abide by them.

Signature(s) of applicant(s):

Name	Signature	Address
1
2
3
4
5

Date :

No. of Documents attached

**Request for Proposal For
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Annexure - B

Details of Technical & Administrative personnel employed with the Applicant.

S. No	Designation	Total No.	Name	Qualification	Professional Experience and Details of work carried out	Field of Expertise	Date since employed with the Applicant	Remarks
1	2	3	4	5	6	7	8	9
1.	Team Leader							
2.	Structure Engineer							
3.	Civil Engineers (E.g. Structural, Pavement, Geotech, Environment, Service Engineers etc.)							
4.	Electrical Engineers							
5.	Site Engineers etc.							
6.	Any other specialist/ expert etc.							

Note: CVs of each personnel/expert shall be attached with their signatures and counter signed by the authorized representative of the firm with self-attested copy of certificates.

Signature of Authorized
Signatory of Applicant (s)

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Annexure - C

List of Associated Consultants

S. No.	Nature of Consultancy	Name & Address of Consultants	Name, Qualification & Experience of Staff	Important Projects Handled	Since When Associated with the Applicant
1.	Structural Consultant				
2.	Quantity/estimation Consultant				
3.	Geotech Consultant				
4.	Topographical and Contour Survey Consultant				
5.	Landscape & Horticulture Consultants				
6.	E & M Consultant				
7.	Any other relevant consultants				
8.					
9.					

Note: (i) CVs of each personnel/expert shall be attached with their signature and counter signed by the authorized representative of the firm. Affidavit on Rs.100 stamp paper shall be submitted for proof of association for external experts.

Signature of Authorized
Signatory of Applicant (s)

**Request for Proposal For
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Annexure - D

Financial Information

2. Financial Analysis-Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

I. Gross Annual turn over	Years		
	2017-2018	2018-2019	2019-2020

- II. Solvency Certificate from Bankers of Applicant. (To be attached on bank's letter head)

Signature of Authorized
Signatory of Applicant (s)

Signature of Chartered Accountant with seal

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Annexure - E

List of consultancy works completed during the last 5 years

S. No.	Type of Project	Name of Project	Brief Scope of the Consultancy work	Cost of Project	Cost of Consultancy Work	Name of Client Department	Date of start of		Date of completion of		Remark
							Consultancy Work	Civil Work (Project)	Consultancy Work	Civil Work (Project)	
(a)											

Note: Only top 5-10 high value and important works be given of each type of work, certificate from clients must be attached is proof.

Signature of Authorized
Signatory of Applicant (s)

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Annexure - F

List of consultancy works in hand

S.No.	Type of Project	Name of Project	Brief Scope of the work	Cost of Project	Cost of Consultancy Work	Name of client Department	Date of start of Consultancy Work	Period of Consultancy Work	Special Features of the Projects	Remark
(a)										

Note: Only top 5-10 high value and important works be given of each type of work, certificate from clients must be attached is proof.

Signature of Authorized
Signatory of Applicant (s)

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Annexure - G

List of relevant Software and Equipment available with the Applicant

S.No.	Name of Equipment/ Software	Type	Nos.	Year of purchase	Remarks
1.	Computers a) Desktops b) Laptops				
2.	Printers/Scanner/Plotters etc				
3.	Software (i) Auto CAD etc. (ii) STAAD Pro etc. (iii) Revit etc. (iv) Project Management Software etc.				
4.	Survey Equipment				
5.	Field Investigation Equipment				
6.	Lab Equipment				
7.	Any other relevant equipment/ software				

Signature of Authorized
Signatory of Applicant (s)

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Annexure - H

Particulars of Litigation / Arbitration Cases

S. No.	Name of the project under litigation	Name of Client	Amount of Litigation	Period of Litigation	Outcome of Arbitration/ Court	Remarks

Signature of Authorized
Signatory of Applicant (s)

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Annexure - I

Evaluation of Annual Performance

Annual Evaluation shall be done for the following activities of the empanelled consultants.

1. No. of projects awarded by this department during the financial year.
2. No. of projects timely completed during the financial year.
3. No. of projects delayed during the financial year.
4. No. of projects not commenced by the consultant.
5. Quality of Architectural drawings.
6. Quality of Structural drawings.
7. Response of the consultant with suggestions and modification.
8. Response of the consultant with rectification of mistakes in drawings.
9. Response of the consultant with rectification of structural designs.
10. Response of the consultant with the client suggestions regarding project designing.

The annual performance evaluation of each consultant shall be done each year in the month of April on the above mentioned activities of the consultancy services assigned to them. The total marks for the evaluation of performance will be 100 and each consultant has to secure minimum 60 marks.

If any consultant secures marks less than 60 in all the years during his empanelment period, case may not be considered for up gradation/renewal.

Consultant securing more than 90 marks shall be given priority for up gradation for higher category.