



**CITY AND INDUSTRIAL DEVELOPMENT  
CORPORATION OF MAHARASHTRA  
LIMITED**

**Request for Proposal (RFP) for**

**"Appointment Agency for Survey of NMIA Project Affected  
Persons (PAPs) for Training & Skill Development"**

CA. No: 01/CIDCO/ T&C/ CGM (T &A)/TE(NMIA & NAINA)/2023 -24

**April, 2023**

Chief General Manager (Transport & Airport)  
Transportation & Communication Department  
6<sup>th</sup> Floor, CIDCO Bhavan, CBD Belapur,  
Navi Mumbai - 400614  
Website: [www.cidco.maharashtra.gov.in](http://www.cidco.maharashtra.gov.in)

## DISCLAIMER

The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Survey Work (*as defined below*). Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or

completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Survey Work and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process. The words Proposal and Application are used synonymously in this RFP.

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## GLOSSARY

<b>Agreement</b>	As defined in Schedule 2
<b>Agreement Value</b>	As defined in Clause 6.1.2 of Schedule 2
<b>Airport</b>	Navi Mumbai International Airport (NMIA)
<b>Applicable Laws</b>	As defined in Clause 1.1.1 of Schedule 2
<b>Authorised Representative</b>	As defined in Clause 3.14.3
<b>Authority</b>	As defined in Clause 1.1
<b>Agreement</b>	As defined in Schedule 2
<b>Bid Security</b>	As defined in Clause 3.19.1
<b>Conditions of Eligibility</b>	As defined in Clause 3.3.1
<b>Conflict of Interest</b>	As defined in Clause 3.4.1
<b>CV</b>	Curriculum Vitae
<b>DBFOT</b>	Design, Build, Finance, Operate and Transfer
<b>Deliverables</b>	As defined in Clause 2.1 of Schedule 1
<b>Documents</b>	As defined in Clause 2.13
<b>Effective Date</b>	As defined in Clause 2.1 of Schedule 2
<b>Eligible Assignments</b>	As defined in Clause 4.2
<b>Financial Proposal</b>	As defined in Clause 3.16.1
<b>GST</b>	Goods and Services Tax
<b>Ha</b>	Hectare
<b>INR, Re, Rs., Rupees</b>	Indian Rupee(s)
<b>Key Personnel</b>	As defined in Clause 3.15.6
<b>LOA</b>	Letter of Award
<b>PAP</b>	Project Affected Persons of NMIA
<b>Financial Proposal</b>	As defined in Clause 3.16.1
<b>Prohibited Practices</b>	As defined in Clause 5.1
<b>Proposal Due Date or PDD</b>	As defined in Clauses 1.2
<b>Technical Proposal</b>	As defined in Clause 3.15.1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. The words Proposal and Application are used synonymously in this RFP.

## 1. NOTICE INVITING PROPOSAL

- 1.1 City and Industrial Corporation of Maharashtra Limited (“CIDCO”) / (“**Authority**”), through the process of e-tendering, invites "On-line" Request for Proposal (RFP) comprising Technical and Financial Proposal (hereinafter referred to as the "Bid") from interested entities, who deem themselves qualified based on the criteria for eligibility and are bidding for this assignment, (hereinafter referred to as "the Bidder"), for the appointment of firm ("**the Survey Agency**") for Survey of NMIA Project Affected Persons (PAPs) for Training & Skill Development "

Sr. No.	Description	Details
i.	Name of work:	"Appointment Agency for Survey of NMIA Project Affected Persons (PAPs) for Training & Skill Development "
ii.	C.A. No.	CA. No: 01/CIDCO/ T&C/ CGM (T &A)/TE (NMIA & NAINA)/2023 -24
iii.	Bid Security:	Rs. 30,000/- (Rs. Thirty Thousand only)
iv.	Estimated Cost :	Rs. 30, 52, 299 /- (Rupees Thirty Lacs Fifty Two Thousand Two Hundred Two Hundred Ninety Nine Only )
v.	Period:	Six Months
vi.	Method of Selection:	Least Cost Method (LCM)
Vii	RFP Fee:	INR 1000/- (Indian Rupees Fifteen Thousand Seven hundred fifty only) - including GST @ 5%, non- refundable, to be paid via online payment gateway mode only. This RFP document is non-transferrable.

### 1.2. Bidding Schedule:

The Authority would endeavour to adhere to the following schedule:

Sr. No.	Critical Date	(DD.MM.YYYY / Hrs: Mins.)
1	Release/Publish of RFP document	17.04.2023 / 15:00
2	Document Download / Sale Start Date	17.04.2023 / 15:00
3	Document Sale End Date	08.05.2023 / 17:00
4	Bid Submission Start Date	18.04.2023 / 17:00
5	Last date of receipt of queries and clarifications (online).	24.04.2023 / 17:00
6	Reply to queries	28.04.2023 / 17:00
7	Bid Submission End Date (Proposal Due Date)	09.05.2023 / 17:00
8	Technical Proposals Opening Date	10.05.2023 / 11:00

Sr. No.	Critical Date	(DD.MM.YYYY / Hrs: Mins.)
9	Financial Bid Opening	17.05.2023 / 11:30

### 1.3. Notes

i)	Applicants whose Technical Proposals meet the requirements specified in the RFP are required to submit originals of the Letter of Proposal, Statement of Legal Capacity, Bank Guarantee for Bid security and the Power of Attorney for signing of Proposal in the Forms at Appendix I, within 2 working days from the date of opening of Financial Proposal (Sequence No.9) during office hours in the office of the CGM(T&A), T & C Dept. 6 <sup>th</sup> Floor, CIDCO Bhavan, CBD Belapur, Navi Mumbai - 400614. Failure or omission to submit the original documents, mentioned herein, shall disqualify the Applicant for this Proposal and also debar the Applicant from participating in any tender or RFP issued by the Authority during a period of 2 years from the date of such debarment.
ii)	Name of Applicants who are qualified in Technical proposal will be available on CIDCO's e-tendering portal and they may attend the opening of the Financial Proposal as mentioned above. No separate intimation will be given regarding the same.
iii)	For any details/clarifications regarding the e-tendering system (e-tender registration of the Applicant etc.) followed by the Authority, Applicants are requested to contact service provider at <a href="http://mahatenders.gov.in">http://mahatenders.gov.in</a> . For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002 , 0120-4001 005, 0120-6277 787, support-eproc (at) nic (dot) in. The Authority's e-tendering manual can be downloaded from the link <a href="http://cidco.maharashtra.gov.in/CIDCO_VIGILANCE_MODULE_NEW/Procees_manual.aspx">http://cidco.maharashtra.gov.in/CIDCO_VIGILANCE_MODULE_NEW/Procees_manual.aspx</a> .
iv)	Applicants are required to pay professional fees / charges via online payment gateway mode as per the rate prevalent at the time of submission of Proposal (e- handover). Bid Security to be paid via online Payment Gateway mode only. The information of E-Payment Gateway available on E-Tendering Website <a href="http://mahatenders.gov.in">http://mahatenders.gov.in</a> . Cost of Blank RFP Document of Rs 1000 including GST @ 5% (non-refundable) is to be paid via online Payment Gateway mode only. The information of E-Payment Gateway is available on E-Tendering Website <a href="http://mahatenders.gov.in">http://mahatenders.gov.in</a> .
v)	The "Authority" reserves right to reject any or all Proposals without assigning any reason and the same shall be at the sole discretion of the Authority. The Authority's decision in this respect shall be final and binding on the Applicants.
vi)	Conditional Proposals shall be treated as non-responsive and summarily rejected.
vii)	In case of damaged Documents/ non-openable Documents/ relevant balance Documents of already uploaded documents not found after opening of Technical Proposals, then, the physical copies of those already submitted Documents shall be considered.



## **2. INTRODUCTION**

### **2.1 Background**

City and Industrial Development Corporation of Maharashtra Limited (CIDCO), is a public sector undertaking. The Company, incorporated under the Company's Act on 17<sup>th</sup> March 1970, is completely owned by Government of Maharashtra. CIDCO is a premier town planning and development agency in the country, details of the projects of CIDCO are available on website : [www.cidco.maharashtra.gov.in](http://www.cidco.maharashtra.gov.in). CIDCO is the Nodal Agency for Development of Navi Mumbai International Airport (NMIA), which is being developed on PPP basis over an area of 1160 Ha.

### **2.2 Request for Proposal**

CIDCO wishes to invite bids from experienced parties to carry out a Survey of NMIA Project Affected Persons(PAPs) for Training & Skill Development purposes. The proposal is to be submitted as indicated in tender document. The duration of the contract is Six (6) Months. The duration of the Assignment may be extended monthly or parts thereof based on mutual agreement between CIDCO & the successful Bidder after the end of the Assignment Period as per rates quoted in the offer.

### **2.3 Due Diligence by Applicants**

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by visiting the Authority and the Project Sites and sending written queries to the Authority.

### **2.4 Sale of RFP Document**

RFP document can be downloaded from the e-tendering link <https://mahatenders.gov.in/>, being the official tender website of the Authority. Applicants are requested to refer to Section 3 (*Instructions to Applicants*) for details regarding submission of RFP through the above-referred official website of the Authority.

### **2.5 Validity of the Proposal**

The Proposal shall be valid for a period of not less than 180 (One Hundred Eighty) days from the Proposal Due Date (“PDD”).

### **2.6 Brief Description of the Selection Process**

The Authority has adopted a two-stage selection process (collectively the “**Selection Process**”) for evaluating the proposals comprising technical and financial bids to be submitted online. In the first stage, a technical evaluation will be carried out as specified in Clause 4.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 4.3. In the second stage, a financial evaluation will be carried out as specified in Clause 4.4. The second lowest ranked

Applicant will be kept in reserve, who shall be eligible for being considered for appointment, if the Selected Applicant backs out or fails to commence the performance of the work within the prescribed period.

## **2.7 Payment**

All payments to the Agency shall be made in INR in accordance with the provisions of this RFP and the Applicable Laws. The Survey Agency may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Agency.

## **2.8 Pre-Proposal Visit to the R & R Project Sites and Inspection of Data**

Prospective Applicants required to visit the Project R & R Sites with CIDCO authorized representative and review the available data at any time prior to PDD. For this purpose, they will provide at least 2 (two) days' notice to the nodal officer specified below:

Transportation Engineer (NMIA & NAINA),  
Transportation and Communications Department, 6<sup>th</sup> Floor, CIDCO Bhavan,  
CBD Belapur, Navi Mumbai – 400 614, Maharashtra, Phone: +91-22-6791 8605  
Email: [dbmokal.cidco@gmail.com](mailto:dbmokal.cidco@gmail.com)/[te.nmia@cidcoindia.com](mailto:te.nmia@cidcoindia.com).

## **2.9 Communications**

All communications should be addressed to:

Chief General Manager (T &A),  
Transportation and Communications Department,  
6<sup>th</sup> Floor, CIDCO Bhavan, CBD Belapur,  
Navi Mumbai – 400 614, Maharashtra, India Phone: +91-22-6791 8601  
Email: [geethapillai.cidco@gmail.com](mailto:geethapillai.cidco@gmail.com); [cgm.ta@cidcoindia.com](mailto:cgm.ta@cidcoindia.com)

2.10 The official website of the Authority is: <http://www.cidco.maharashtra.gov.in>. Please open the page 'Tenders & Events' at [tps://mahatenders.gov.in/](https://mahatenders.gov.in/) to access all the posted and uploaded documents related to this RFP.

2.11 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**CA No: 01/CIDCO/ T&C/ CGM(T &A)/TE(NMIA & NAINA)/2023 -24**  
**Appointment Agency for Survey of NMIA Project Affected Persons (PAPs)**  
**for Training & Skill Development**

### 3. INSTRUCTIONS TO APPLICANTS

#### **A. GENERAL**

##### **3.1 Scope of Proposal**

- 3.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to the Survey Work is specified in this RFP. In case, an Applicant possesses the requisite experience and capabilities required for undertaking the Survey Work, it may participate in the Selection Process individually (“**Sole Firm**”) in response to this invitation.
- 3.1.2 Applicants are advised that the selection of Survey Agency shall be through **Least Cost Method** on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
- 3.1.3 The Applicant shall submit its Proposal in the form and manner specified in Part C (*Preparation and Submission of Proposal*) herein below. The Technical Proposal shall be submitted in the forms annexed at **Appendix I** and the Financial Proposal shall be submitted in the forms annexed at **Appendix II**. Upon selection, the Selected Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule 2.

##### **3.2 Key Personnel**

- 3.2.1 The Team of the Selected Applicant shall consist of the following key personnel (“**Key Personnel**”), who shall discharge their respective responsibilities during Survey period:

S. No.	Key Personnel	Key Responsibilities
1.	Team Leader	Lead, co-ordinate and supervise the team for Survey of NMIA Project Affected People(PAPs) for Training. Should be available in Navi Mumbai throughout the study period and attend the meetings physically whenever called in Mumbai/Navi Mumbai.
2.	Supervisor (2 No’s)	Identify and supervise the requirements of data (including their format)
3.	Surveyor (10 No’s)	Should able to explain the PAPs about Training Survey in Marathi.

### 3.3 Conditions of Eligibility of Applicants

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

3.3.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:

(A) **Technical Capacity:** The Applicant shall have undertaken a minimum of Eligible Assignments as below:

The firm should be a Survey Agency firm with experience of working in **at least Three (3) Home Interview Survey Assignments** out of which One Assignment should be with Government Authority during the last Seven (7) years preceding the Proposal Due Date (PDD)

Note:

Eligible Assignments shall be considered for evaluation only if substantiated (90%) with LoI / Work Order and completion certificate / client letter clearly demonstrating the above referred required experience. The experience claimed by the Bidder is liable to be rejected **in absence of satisfactory documentary proofs.**

(B) **Financial Capacity:** The Applicant shall have received an Average annual income of at least INR 30 Lacs (Indian Rupees Thirty Lacs Only) as professional fees during the 3 (Three) financial years preceding the Proposal Due Date. The professional fees hereunder refer to fees received by the Applicant for providing Survey services to its clients.

(C) Joint Venture – Consortium is not allowed for this RFP.

(D) **Conditions of Eligibility for Key Personnel:** Notwithstanding the above, each of the Key Personnel must fulfill the following respective Conditions of Eligibility:

S. No.	Key Personnel	Minimum Educational Qualification	Minimum Experience	Minimum No. of Eligible Assignments
1	Team Leader (1 No.s)	Any Post Graduate or Degree in Statistics/Social Science	Minimum Five years' experience in the surveying.	Led team for at least 2 Survey as per Eligible assignments
2	Supervisor (2 No.s)	Any Graduate with fluency in Marathi Language	Minimum Three years of experience	Worked in similar capacity for at least 2 Survey as per Eligible assignments.

S. No.	Key Personnel	Minimum Educational Qualification	Minimum Experience	Minimum No. of Eligible Assignments
3	Surveyor (10 No.s)	Any Graduate with fluency in Marathi Language	Minimum One years of experience	Experience in Survey will be preferable.

**(E) Availability of Key Personnel:**

The Team shall drive the engagement and shall be responsible for the delivery of desired quality & shall attend meetings depending upon the need of the Project/ Programs. The deployment shall be mutually decided between the Client and the Agency based on requirements. Penalty of Rs. 5000/- (Rupees Five Thousand only) per day shall be imposed if any of the Key personnel is not available during contract period.

- 3.3.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total income from professional fees received during each financial year identified in Clause 3.3.2(B) above specified in the Proposal. In the event, the Applicant does not have a statutory auditor; it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 3.3.4 The Applicant should submit a Power of Attorney as per the format at Form 4 of Appendix I, *provided however that*, such Power of Attorney would not be required if the Application is signed by the Managing Director in case the Applicant is a corporate entity and an equity partner in case the Applicant is a partnership firm or limited liability partnership.
- 3.3.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public-sector undertaking from participating in any project, and the bar subsists as on the PDD, would not be eligible to submit a Proposal either by itself or through its Associate.
- 3.3.6 An Applicant or its Associate should have, during the last 5 (five) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 3.3.7 While submitting a Proposal, the Applicant should annex clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

- 3.3.8 Applicant terminated by CIDCO in last three years prior to PDD for whatsoever reasons will not be eligible.

### **3.4 Conflict of Interest**

- 3.4.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Survey (“**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 3.4.2 The Authority requires that the Survey Agency provides professional, objective, and impartial advice and at all times hold the Authority’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Survey Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

### **3.5 Number of Proposals**

No Applicant or its Associate shall submit more than 1 (one) Application.

### **3.6 Cost of Proposal**

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

### **3.7 Site Visits and Verification of Information**

Applicants are required to submit their respective proposals after visiting the Project R & R Sites and ascertaining for themselves the site conditions, location, surroundings, climate, access to the site, Social & Political environment, Applicable Laws and regulations or any other matter considered relevant by them.

### **3.8 Acknowledgement by Applicant**

- 3.8.1 It shall be deemed that by submitting the Proposal, the Applicant has:
- (a) made a complete and careful examination of the RFP;
  - (b) received all relevant information requested from the Authority;
  - (c) acknowledged and accepted the risk of inadequacy, error or mistake in the

information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 3.6 above;

- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 3.7 above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

### **3.9 Right to reject any or all Proposals**

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

3.9.2 Without prejudice to the generality of Clause 3.9.1, the Authority reserves the right to reject any Proposal if:

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

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

## **B. DOCUMENTS**

### **3.10 Contents of the RFP**

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause

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

#### **Schedules**

1. Terms of Reference
2. Form of Agreement

#### **Appendices**

##### **Appendix I:**

##### **Technical Proposal**

Form-1:	Letter of Proposal
Form-2:	Particulars of the Applicant Form-
Form 3:	Statement of Legal Capacity
Form-4:	Power of Attorney
Form-5:	Financial Capacity of Applicant
Form-6:	Particulars of Key Personnel
Form-7:	Abstract of Eligible Assignments of Applicant
Form-8:	Eligible Assignments of Key Personnel
Form-9:	Curriculum Vitae (CV) of Key Personnel
Form-10:	Deployment of Personnel

##### **Appendix II: Financial Proposal**

Form 1:	Covering Letter
Form 2:	Financial Proposal
Form 3:	Estimate of Personnel Costs

### **3.11 Clarifications**

- 3.11.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by e-mail in the specified format (Portable Documents Format (PDF) and Microsoft Word format) to [cgm.ta@cidcoindia.com](mailto:cgm.ta@cidcoindia.com) / dbmokal.cidco@gmail.com so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.2. The email shall clearly



bear the following identification:

***“Queries concerning RFP for Appointment of Agency for Survey of NMIA Project Affected Persons (PAPs) for Training & Skill Development”***

Query No.	RFP Provision			Applicant's Query
	Clause No.	Heading	Text requiring Clarification	
1.				

3.11.2 The Authority shall endeavor to respond to the queries within the period specified. The Authority will post the reply to all such queries on the e-tendering link, [www.cidco.maharashtra.gov.in](http://www.cidco.maharashtra.gov.in) in the official website and copies thereof will also be circulated to all Applicants who have purchased the RFP document and sent queries, without identifying the source of queries.

3.11.3 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 3.11 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

**3.12 Amendment of RFP**

3.12.1 At any time prior to the last date for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment.

3.12.2 All such amendments will be posted on the e-tendering link of the official website and will be binding on all Applicants.

3.12.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

**C. PREPARATION AND SUBMISSION OF PROPOSAL**

**3.13 Language**

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

### 3.14 Format and Signing of Proposal

- 3.14.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 3.14.2 The Applicant shall prepare, scan and upload the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP). The Applicant shall also produce original set of the Proposal for verification if called for. Failure to attach necessary documents with the Proposal will render the Applicant ineligible for bidding without any intimation. A physical submission of all the documents (along with all the originals including the Bid Security) uploaded on the e-tendering website of the Authority, shall also be submitted by the Eligible Applicant within 2 working days from the date of opening of Financial Proposal.
- 3.14.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (“**Authorized Representative**”) as detailed below:
- (a) by the proprietor, in case of a proprietary firm; or
  - (b) by a partner, in case of a partnership firm and/or a limited liability partnership;
- or
- (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
  - (d) by the Authorised Representative of the Lead Member, in case of Consortium.
- A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix I (Form 4) shall accompany the Proposal.
- 3.14.4 Applicants should note the Proposal Due Date as specified in Clause 1.3, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. The Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 3.23.

### **3.15 Technical Proposal**

3.15.1 Applicants shall submit the technical proposal in the formats at Appendix I (“**Technical Proposal**”).

3.15.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) "On-Line" submission shall be accompanied by attested copies of Goods & Services Tax (GST) Registration Certificate / GST No., Income Tax Permanent Account Number and Online Payment of EMD Receipt.
- (b) The Bid Security is provided;
- (c) All forms are submitted in the prescribed formats and signed by the authorised signatory;
- (d) Power of Attorney, if applicable, is executed as per Applicable Laws;
- (e) CVs of all Key Personnel have been included;
- (f) Key Personnel have been proposed only if they meet the Conditions of Eligibility;
- (g) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (h) The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned/ countersigned CVs shall be rejected;
- (i) The CVs shall contain an undertaking from the respective Key Personnel about his/ her availability for the duration specified in the RFP;
- (j) Key Personnel proposed have good working knowledge of Marathi & English language;
- (k) Key Personnel would be available for the period indicated in the TOR;
- (l) No Key Personnel should have attained the age of 65 years at the time of submitting the Proposal; and
- (m) The proposal is responsive in terms of Clause 3.21.2.

3.15.3 Failure to comply with the requirements spelt out in this Clause 3.15 shall make the Proposal liable to be rejected.

3.15.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Survey Work to the Applicant may also be liable to cancellation in such an event.

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

3.15.6 The proposed team shall be composed of specialists (“**Key Personnel**”) in their respective areas of expertise.

- 3.15.7 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 3.15.8 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Survey Agency either by issue of the LoA or entering into of the Agreement or otherwise, and if the Selected Applicant has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant, as the case may be.
- 3.15.9 In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

### **3.16 Financial Proposal**

- 3.16.1 Applicants shall submit the financial proposal in the formats at Appendix II (“**Financial Proposal**”) clearly indicating the total cost of the Survey (Form 2 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 3.16.2 While submitting the Financial Proposal, the Applicant shall ensure the following:
- (a) All the costs associated with the Survey Work shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents etc.
  - (b) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - (c) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be

subject to deduction of taxes at source as per Applicable Laws.

- (d) Costs (including break down of costs) shall be expressed in INR.

### **3.17 Submission of Proposal**

- 3.17.1 The Applicants shall submit the Proposal online, on the e-tendering link <https://mahatenders.gov.in/> of the official website of the Authority with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of the RFP. The Applicant shall be responsible for the accuracy and correctness of the Proposal submitted on the document downloaded from official website as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.
- 3.17.2 The Proposal shall bear the address of the Authority, RFP number, The Survey Agency name and the name and address of the Applicant.
- 3.17.3 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.
- 3.17.4 The completed Proposal must be submitted online through the e-tendering link <https://mahatenders.gov.in/> being the official website, on or before the specified time on Proposal Due Date. Proposals submitted by hand delivery, courier, fax, telex or e-mail shall not be accepted, except the physical submissions made by hand delivery, registered/ speed post or courier along with the acknowledgement of the said submission made online through the e-tendering link <https://mahatenders.gov.in/>. Applicant's grievance/ complaint on account of non-submission of Proposal due to problems in internet, electricity or any other reason will not be entertained. Applicants are advised to start uploading all the requisite documents well in advance preferably couple of hours before closing time to avoid last minute internet glitches if any.
- 3.17.5 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

3.17.6 The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the Reports submitted by the Survey Agency to the Authority and discharge of all obligations of the Survey Agency under the Agreement.

3.17.7 Applicants are required to pay a non-refundable fee/ charges via online payment gateway mode as per the rate prevalent at the time of submission of Proposal (e-handover). Presently, the said fee is INR 1092/- (inclusive of all taxes) which is payable to the service provider [www.maharatenders.gov.in](http://www.maharatenders.gov.in), for uploading the Proposal and other related documents.

### **3.18 Proposal Due Date (PDD)**

3.18.1 Proposal should be submitted on the PDD specified in Clause 1.2 in the manner and form as detailed in this RFP.

3.18.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 3.12 uniformly for all Applicants.

### **3.19 Bid Security**

3.19.1 The Applicant shall furnish as part of its Proposal, a bid security of **INR 30,000 (Indian Rupees Thirty Thousand Only)** to be paid via online payment gateway. In the event, the first ranked Applicant commences the assignment as required in Clause 3.29, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (One Hundred and Twenty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement in accordance with the provisions thereof.

3.19.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

3.19.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

3.19.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant submits a non-responsive Proposal;

- (b) If an Applicant engages in any of the Prohibited Practices specified in Section 5 of this RFP;
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 3.24.1;
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 3.28 and 3.29 respectively;
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 3.4

### **3.20 Performance Security**

3.20.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- (a) if an Applicant engages in any of the Prohibited Practices specified in Clause 5.1 of this RFP;
- (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 3.4; and
- (c) if the Selected Applicant commits a breach of the Agreement.

3.20.2 An amount equal to 10% (ten percent) of the Agreement Value shall be deemed to be the performance security ("**Performance Security**") for the purposes of this Clause 3.20, which may be forfeited and appropriated in accordance with the provisions hereof.

3.20.3 The Selected Applicant shall at its own expense, deposit with the Authority, within 15 (fifteen) days of the acceptance of its Proposal by the Authority, an unconditional and irrevocable Bank Guarantee of amount as specified in Clause 3.20.2 rounded up to nearest hundred towards Performance Security from a nationalized/ scheduled bank of Mumbai/ Navi Mumbai payable on demand for the due performance and fulfilment of the Survey services by the Selected Applicant. All incidental charges whatsoever such as premium, commission, etc. with respect to the said Performance Security shall be borne by the Applicant. The Performance Security may be discharged/ returned by the Authority on satisfactory completion of the Survey Work. However, no interest shall be payable on the Performance Security. The format of Performance Security is given in Annex 6 of Schedule 2. It is clarified that, until the Selected Applicant provides the Performance Security in the form of the bank guarantee as per this Clause 3.20.3, the Authority shall be entitled to deduct and withhold an amount equivalent to the 10% (ten percent) of the Agreement Value and once such Performance Security is provided, any such withheld amount shall be paid to the Selected Applicant.

## **D. EVALUATION PROCESS**

### **3.21 Evaluation of Proposals**

- 3.21.1 The Authority shall open the Proposals on the date and time as specified in Clause 1.3 and in the presence of the Applicants who choose to attend.
- 3.21.2 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- (a) the Technical Proposal is received in the form specified at Appendix I;
  - (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 3.18;
  - (c) it is accompanied by the Bid Security as specified in Clause 3.19.
  - (d) it is signed and marked as stipulated in Clause 3.14 and Clause 3.21.5;
  - (e) it is accompanied by the Power of Attorney as specified in Clause 3.3.4;
  - (f) it contains all the information (complete in all respects) as requested in the RFP;
  - (g) it does not contain any condition or qualification; and
  - (h) it is not non-responsive in terms hereof.
- 3.21.3 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 3.21.4 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 2.6 and the criteria set out in Section 4 of this RFP.
- 3.21.5 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 4.3 for opening of their Financial Proposals. After the technical evaluation is completed the list of Applicants who secured minimum qualifying mark shall be made available in e-tender portal. The opening of Financial Proposals shall be done in presence of respective representatives of qualified Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clause 4.4 and Clause 4.5.
- 3.21.6 Applicants are advised that selection (including the Selection Process) shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.



- 3.21.7 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Survey Work is subsequently awarded to it.

### **3.22 Confidentiality**

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

### **3.23 Clarifications**

- 3.23.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 3.23.2 If an Applicant does not provide clarifications sought under Clause 3.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **E. APPOINTMENT OF AGENCY**

### **3.24 Negotiations**

- 3.24.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price submitted in the Proposal, but will be for re-confirming the obligations of the Survey Agency under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan and the draft form of the Agreement shall be discussed during negotiations.
- 3.24.2 The Authority will examine the CVs of all Key Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

### **3.25 Substitution of Key Personnel**

- 3.25.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the selection of the Applicant is based on the evaluation of the Key Personnel. Substitution will, however, be permitted under exceptional circumstances, if the Key Personnel is not available for reasons of any incapacity or due to health or leaving the organization, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 3.25.2 During the term of the Agreement for Survey Work, substitution of a Key Personnel would call for reduction of remuneration of respective key personnel(s). Without prejudice to the foregoing, substitution of one key personnel shall be permitted subject to reduction of remuneration equal to 15% of the total remuneration specified for the key personnel other than Team leader who proposed to be substituted. In case of second substitution other than Team leader such reduction shall be equal to 25% of the total remuneration specified for the key personnel who is proposed to be substituted.
- 3.25.3 Subject to the terms of Clause 3.25.1 above, substitution of the Team Leader will not normally be considered and may lead to disqualification of the Selected Applicant during award of contract. After the award of contract, Team Leader is replaced due to absolutely unavoidable circumstances, the reduction of 50% will apply to such substitution

### **3.26 Indemnity**

The Survey Agency shall, subject to the provisions of the Agreement, indemnify the Authority for an amount equal to the Agreement Value for any direct loss or damage that is caused due to any deficiency in services.

### **3.27 Award**

After selection, a Letter of Award (“LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the issue of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant, as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered for selection, by the Authority.

### **3.28 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within 7 days of acceptance of LOA. The Selected Applicant

shall not be entitled to seek any deviation in the Agreement.

### **3.29 Commencement of Assignment**

The Survey Agency shall commence the Survey Work at the R & R Project Sites within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed. If the Survey Agency fails to either sign the Agreement as specified in Clause 3.28 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Selected Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 3.19.4.

### **3.30 Proprietary Data**

Subject to the provisions of Clause 3.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Survey Agency, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Survey Agency to the Authority or Survey Agency in relation to the Survey Work shall be the property of the Authority.

## 4. CRITERIA FOR EVALUATION

### 4.1 Evaluation of Technical Proposals

- 4.1.1 Selection of Survey Agency shall be **Least Cost Method**. As a part of the evaluation, in the first stage, the Technical Proposals will be evaluated on the basis of Applicant's experience, financial capacity and the experience of Key Personnel as prescribed in Clause 3.3. Only those Applicants whose Technical Proposals satisfy the Conditions of Eligibility and score 75 points or more out of 100, shall qualify for further consideration.
- 4.1.2 Each Key Personnel must satisfy the specified criteria regarding minimum educational qualification, desired length of professional experience and experience on Eligible Assignments prescribed in Clause 3.3.2 (D). A Proposal shall be rejected if the Team Leader do not satisfy the specified criteria. Further, select Key Personnel shall also be scored with a minimum requirement of 75% (seventy per cent) marks as provided herein.
- 4.1.3 The Tender Evaluation Committee formed by CIDCO will carry out its evaluation applying the evaluation criteria and point system specified in Table 1 and Table 2 below:

**Table 1**

Sr. No.	Parameters	Maximum Technical Score
1	Relevant Project Experience of Applicant Firm	40
2	Experience of Key Personnel	60
	<b>Total</b>	<b>100</b>

**Table 2**

S. No.	Description	Max. Marks	Criteria
1.	Relevant experience of the Applicant	40	75% of the maximum marks shall be awarded for the minimum Three Eligible Assignments. Further 5% of the maximum marks will be added to each additional assignment.
2.	Relevant experience of the Key Personnel	60	
i.	Team Leader	20	
ii.	2 Supervisors (10 Marks each)	20	
iii.	10 Surveyors (2 Marks each)	20	In case of Surveyor No Minimum Assignment requirements.
	<b>Total</b>	<b>100</b>	

## **4.2 Eligible Assignments**

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, the following Survey projects shall be deemed as eligible assignments (“**Eligible Assignments**”):

The firm should be a Survey Agency firm with experience of working in **at least Three (3)** Home Interview Survey Assignments out of which One Assignment should be with Government Authority during the last Seven (7) years preceding the Proposal Due Date (PDD).

### **Note:**

Eligible Assignments shall be considered for evaluation only if substantiated (90%) with LoI / Work Order and completion certificate / client letter clearly demonstrating the above referred required experience. The experience claimed by the Bidder is liable to be rejected in absence of satisfactory documentary proofs. Consortium / Joint Venture will not be allowed for the purpose of this RFP.

## **4.3 Short-listing of Applicants**

All the Applicants evaluated as aforesaid and satisfying the Conditions of Eligibility, shall be pre-qualified and short-listed for financial evaluation in the second stage, provided none of them have any Conflict of Interest as per the provisions of Clause 2.4.

## **4.4 Evaluation of Financial Proposal**

In the second stage, the financial evaluation will be carried out. For financial evaluation, the total cost indicated in the Financial Proposal, will be considered. The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the cost of services. Omissions, if any, in costing any item shall not entitle the Selected Applicant to be compensated and the liability to fulfil its obligations as per the TOR within the Agreement Value shall be that of the Selected Applicant. The lowest Financial Proposal will be selected for issuing award.

## 5. FRAUD AND CORRUPT PRACTICES

- 5.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 5.2 Without prejudice to the rights of the Authority under Clause 5.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Survey Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Survey Work Agreement, such Applicant or Survey Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Survey Agency, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 5.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement,

who at any time has been or is a legal, financial or technical Survey Agency/adviser or Independent Engineer of the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **6. MISCELLANEOUS**

- 6.1 The selection process shall be governed by, and construed in accordance with, the laws of India and the Courts Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
  - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.



## **SCHEDULES**

### **SCHEDULE 1 – TERMS OF REFERENCE**

#### **Survey for Training & Skill Development Assessment of Navi Mumbai International Airport (NMIA) Project Affected Persons (PAPs)**

##### **1. Background:**

The City and Industrial Development Corporation of Maharashtra Limited (CIDCO) is completely owned by the Maharashtra State Government and was incorporated on 17<sup>th</sup> March 1970. CIDCO has been notified by the State Government as a New Town Development Authority (NTDA) for the development of Navi Mumbai. Today, CIDCO has earned its reputation as a premier town planning and development agency in the country. To meet the anticipated Mumbai Metropolitan Region (MMR) air travel demand of 100 MPPA by 2030, the Ministry of Civil Aviation (MoCA), Government of India. (GoI), granted ‘in-principle’ approval for a greenfield Navi Mumbai International Airport (NMIA) through Public Private Partnership (PPP), in July 2007 and Govt. of Maharashtra appointed CIDCO as the nodal agency for the NMIA project implementation.

##### **2. Navi Mumbai International Airport (NMIA) Project**

NMIA, spread over 1160 Hectare area, is proposed to have two parallel and independent runways for simultaneous and independent operations. Furthermore, it will be handling a minimum of 60 million passengers and 1.5 million tonnes of cargo annually.

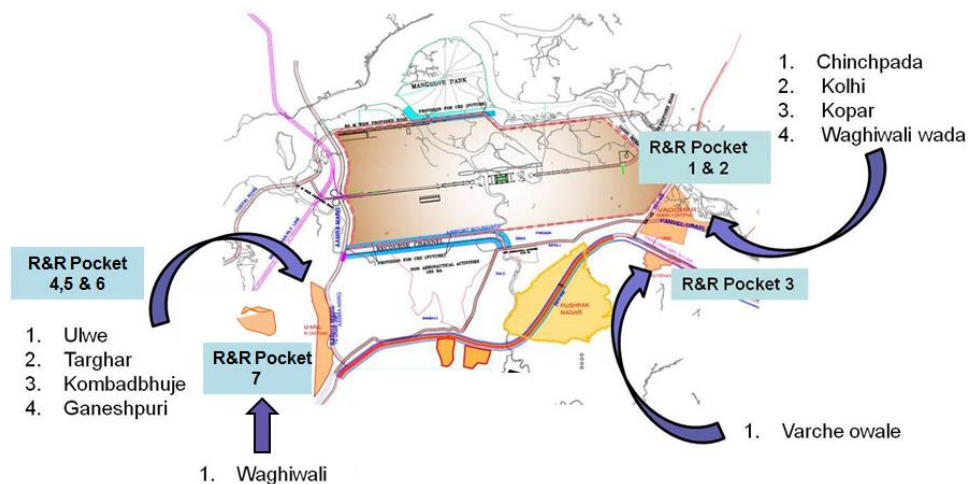
- CIDCO through an international bid process, selected Mumbai International Airport Limited (MIAL), operator of the Mumbai Airport, as Concessionaire for the development of NMIA.
- A Special Project Vehicle (SPV) namely, ‘Navi Mumbai International Airport Private Limited (NMIAL)’ has been formed by MIAL (74% shares) and CIDCO(26% Shares)
- MIAL is now promoted by Adani Airport Holdings Private Limited.
- The Proposed Commercial Operation Date of Phase I and II of Airport with a combined capacity of 20 million passengers is 30<sup>th</sup> December 2024.



## Project Location

### 3. Land Acquisition and Resettlement and Rehabilitation (R&R)

The Navi Mumbai International Airport (NMIA) has a direct impact on approximately 3000 number of families in the core airport area, all of which were needed to be relocated. CIDCO has prepared a “Land for Land Package” and Resettlement and Rehabilitation (R&R) Policy for the airport PAPs. A Special Package of R&R was given to the PAPs under this policy, which was approved by the Government of Maharashtra (GoM). After which, the plots were distributed by CIDCO based on PAP eligibility through a placement lottery within the settlements developed for Resettlement of PAPs. The Plots for the land owners was given in the “Pushpak Nagar Area “adjacent to the Airport and Plots for the Structure owner in Village (House in Village) is provided in different Seven Pockets nearby airport boundary. Currently, the PAPs have been constructing residential structures in the allotted plots. Furthermore, they have vacated their homes in the original villages and shifted to temporary accommodations till they are able to shift to the new houses in R&R. 90% of the airport PAPs are residing in this area. A plan showing the location and allocation of these R&R pockets is as below :



#### A plan showing the location and allocation of these R&R pockets

These R&R pockets are located at a minimum distance from the existing villages and causing least disturbance to the Project Affected Persons (PAPs) as they are familiar with the locality and environment. This was discussed with the villagers and agreed by them before the locations were finalized. The villagers had expressed the need to be relocated close to their known surroundings.



**R&R Layouts in Vadghar and Vahal**

The plots as well as amenities for each village were planned to be together in the R&R pockets so that the sense of community living was retained. These have been supplied with all modern amenities including physical and social infrastructure. Roads, Fuel stations, Bus Terminals, Schools, Temples, Health Centers, Shopping Centers, and Community Centers have been constructed by CIDCO and plots are demarcated and allotted to the PAPs.

#### **4. Objectives: Training Beneficiary Identification from PAPs**

The jobs in Airports need specialized skills and vocational and skill development training programs for making people suitable for these jobs. Getting specific training will make PAPs more eligible for jobs expected to be generated in the airport and this would enable them to apply and secure jobs easily. Moreover, as the airport is expected to generate huge direct and indirect employment, this would benefit the PAPs to get employed in the future.

The Objective of this assignment is to identify the beneficiaries for the proposed training programmes from the NMIA PAPs. In this regard a Survey Questionnaire format is prepared in Marathi in consultation with representatives of the PAPs. Survey Questionnaire format is enclosed at **Annexure I**. The Structures vacated from NMIA core area are approx. 2786 and considering other PAPs whose land is acquired for NMIA, the sample size of the Survey is more than 4500 (Four Thousand Five Hundred ). Details of the all NMIA PAPs are required to be collected through this survey. The duration of the Assignment is Six Months.

#### **5. Scope:**

The scope of the Survey assignment is described in following Tasks:

<b>Task 1:</b>	The Agency is expected to prepare Comments and FAQs on Questionnaire prepared by CIDCO & PAPs representatives/Associations, if any. During Survey Work, the agency has to modify questionnaire and collect information at its own cost.
<b>Task 2:</b>	The Agency shall deploy and prepare sufficient Team Deployment Plan to collect Survey forms from the location of the PAPs.
<b>Task 3 :</b>	The Agency shall validate each form from the CIDCO's record and check & ensure that the beneficiary surveyed is NMIA – PAP.
<b>Task 4:</b>	<b>Data Management and Processing:</b> The Surveyor shall scan all Forms collected and submit it to CIDCO. The information received after validation shall be entered and

	processed further in Excel format to generate the output required by CIDCO to enable decision making in regard of Training programmes.
<b>Task 5 :</b>	The Surveyor shall prepare draft report in Consultation with CIDCO. based on the questionnaire prepared. The objective of the report shall be preparation of infographic report with suitable charts (pie charts, histograms etc) of the data collected.
<b>Task 6 :</b>	The Surveyor Shall submit Final report and make PowerPoint Presentation to Management in Consultation with CIDCO based on the questionnaire prepared.

## 6. Deliverables and Schedule of Payment

Schedule of Payment and Deliverables shall be as below:

Key Date	Task No.	Schedule	Deliverables	Payment %
<b>KD1</b>	<b>Task 1 &amp; Task 2</b> :Preparation of Comments and FAQs on Questionnaire prepared by CIDCO & NMIAL & PAPs representatives, if any. The Surveyor shall deploy and prepare sufficient Team Deployment Plan to collect Survey forms from the location of the PAPs.	Within 2 Weeks	Inception Report	20%
<b>KD2</b>	<b>Task 3 &amp; Task 4</b> -Validate each form from the CIDCO's Record and check the beneficiary surveyed is NMIA – PAP. Scan all Forms collected and submit it to CIDCO in excel. The information received after validation shall be entered in the Excel format	Within 2 months of Work Order	Survey Data Report	40%
<b>KD3</b>	<b>Task 5:</b> Submission of Draft Report Presentation	Within 5 months of Work Order	Survey Analysis Report	20%
<b>KD4</b>	<b>Task 6 :</b> Submission of Final Report Presentation with the output required by CIDCO to enable decision making in regard of Training programmes.	At the end of six months from work order	Final Report	20%

The Surveyor shall submit Three hard copies of the Final report and the Presentation

## **7. Reporting & Management**

- i. The Authority may review with the Agency, any or all of the documents and advice forming part of the contract, in meetings and conferences which will be held in Mumbai/Navi Mumbai at the Authority's office. Further, the Survey Agency required to attend meetings and conferences with the other government authorities with all key personnel. All reports required to be presented before management of the CIDCO.
- ii. The Survey Agency will work closely with the Authority. A designated Engineer –in Charge of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Survey Agency's outputs, facilitating discussions, and ensuring required reactions and responses to the Survey Agency.
- iii. The Survey Agency will make a presentation of all reports for discussion with the Authority at a meeting. The Survey Agency's work on the TOR tasks should continue while the report is under consideration and is being discussed.
- iv. Regular communication with Engineer in Charge is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.
- v. The Deliverables will be submitted as per schedule provided in this RFP.

## **8. Completion of Services**

All the study outputs including primary data shall be compiled, classified and submitted by the Agency to the Authority in soft form apart from the reports indicated in the Deliverables. The Survey outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Survey Work shall stand completed on acceptance by the Authority of all the Deliverables of the Survey Agency. Available data as may be required by the Agency will be provided by the Authority on request. The Engineer in Charge designated by the Authority shall facilitate handing over of such information to the Agency.

## **9. Terms and conditions for Survey**

- a. The questionnaire format should be printed with hologram approved by the Authority.
- b. The Agency shall train surveyors for conducting Survey and prepare FAQs
- c. The agency is responsible for the all types of disputes, if any while surveying therefore surveyors should be trained to behave politely and professionally with PAPs.
- d. No payment shall be payable to the Survey Agency for termination of Survey due to whatsoever reason.
- e. The Survey data will be verified by the CIDCO and the Penalty of Rs.5000/- (Rupees Five Thousand) shall be imposed per faulty information.

- f. Penalty of Rs. 50,000/- (Rupees Fifty Thousand) will be imposed each time if Team Leader remains absent for Meeting called by the Management / Engineer in Charge.
- g. The data may be validated by the CIDCO therefore authenticity of information is required.
- h. If there is increase in sample size, duration of Survey shall be increased accordingly.
- i. All documents submitted in response to this proposal, as well as all correspondence in connection shall be in the English language.
- j. Data collected shall be shared only with the permission of the CIDCO.
- k. Agency is permitted to fill forms online if any PAP is not available in Navi Mumbai during Survey Period.
- l. If there is additional information required to be collected, which is not mentioned in the questionnaire, the agency shall make changes upon approval of CIDCO.

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नवी मुंबई आंतरराष्ट्रीय विमानतळ प्रकल्पग्रस्तांच्या कौशल्य विकासासाठी सर्वेक्षण  
CIDCO \*\*

Hologram

Team Leader  
Contract अर्ज क्र.

S202201

अ. क्र.	प्रश्न	प्रतिसाद
१	विमानतळासाठी तुम्ही कोणत्या गावातून विस्थापित झाला आहात किंवा कोणत्या गावातून तुमची जमीन संपादित केली आहे?	
२	कुटुंब प्रमुखाचे नाव	
३.	नवी मुंबई विमानतळ प्रकल्पग्रस्त (होय/नाही)	
४	एकूण कुटुंबातील सदस्य	
५.	A. नवी मुंबई विमानतळ प्रकल्पासाठी जमीन संपादन करण्यात आली आहे का ?/ B. नवी मुंबई विमानतळ प्रकल्पासाठी गावातील घर गेले आहे का ? C. नवी मुंबई विमानतळ प्रकल्पासाठी /जमीन संपादन आणि गावातील घर दोन्हीही गेली आहे का ?	Tick (√) A /B / C
६.	नवी मुंबई विमानतळासाठी पुनर्वसन केलेल्या गावाचे नाव आणि सिडकोने दिलेला भूखंड क्रमांक	
५	विवाहित / अविवाहित:	
६	सध्याचा पत्ता आणि संपर्क क्रमांक	
७	कायमचा पत्ता:	
८	आधार क्रमांक :	

११. कुटुंबातील सदस्याचे (अपत्यांचा) तपशील			
तपशील	मुले क्र. १	मुले क्र. २	मुले क्र. ३
a) नाव			
b) कुटुंब प्रमुखाशी नाते			
c) जन्मतारीख			
d) सध्याचा व्यवसाय			
e) विवाहित/अविवाहित			
f) आधार क्रमांक :			
g) पात्रता:			
h) SSC (उत्तीर्ण वर्षे आणि % गुण)			
i) HSC (उत्तीर्ण वर्षे आणि % गुण)			
j) पदवी (उत्तीर्ण वर्षे आणि % गुण)			
k) पदव्युत्तर (उत्तीर्ण वर्षे आणि % गुण)			
l) इतर (उत्तीर्ण वर्षे आणि % गुण)			
m) अनुभव (वर्षे)			
n) तुम्ही कौशल्य विकास प्रशिक्षण घेण्यास इच्छुक आहात का? - (होय /नाही)			
o) होय असल्यास, कोणत्या वर्षापासून २०२३/२०२४/२०२५			



११. कुटुंबातील सदस्याचे (अपत्यांचा) तपशील			
तपशील	मुले क्र. १	मुले क्र. २	मुले क्र. ३
p) प्रशिक्षण क्षेत्राची निवड, असल्यास			
q) मोबाईल क्र.			
r) ई - मेल आयडी			
s) ट्रेड ज्यामध्ये प्रशिक्षणासाठी स्वारस्य आहे			
t) प्रशिक्षण क्षेत्र निवडण्यासाठी समुपदेशन आवश्यक (होय/नाही)			
u) कोणत्याही अभ्यासक्रम/संस्थेचे प्राधान्य, असल्यास			

\*अतिरिक्त मुलांसाठी आणखी एक अर्ज जोडा \*\* Format will be modified in consultataion with CIDCO, if required

तारीख:  
ठिकाण:

(स्वाक्षरी)

\*\*\*\*\*

**SCHEDULE 2 – AGREEMENT FOR PROVIDING OF SERVICES OF**  
**Survey of NMIA Project Affected Persons (PAPs) for Training & Skill Development**  
*(See Clause 3.1.3)*

*[To be executed on stamp paper of appropriate value with applicable stamp duty]*

**THIS AGREEMENT FOR PROVIDING OF SERVICES OF “Appointment of Survey Agency for Survey of NMIA Project Affected Persons (PAPs) for Training & Skill Development (“Agreement”) is made on the..... day of the month of.....20[ ], between,**

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, a company incorporated under the Companies Act, 1956, having corporate identification number U99999MH1970SGC014574 and its registered office at Nirmal, 2<sup>nd</sup> Floor, Nariman Point, Mumbai – 400 021, Maharashtra, (hereinafter referred to as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns),

And

[ ], a [company incorporated under the provisions of the Companies Act, 2013, having corporate identification number [ ] and its registered office at [ ] (hereinafter referred to as the “Agency”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes). As the context may require, the Authority and the Agency will hereinafter be referred to individually as a “Party” and collectively as the “Parties”.

**WHEREAS:**

- A. The Authority vide its Request for Proposals invited proposals for Agency (“**Survey Agency**”)
- B. The Survey Agency submitted its proposals for the aforesaid work, whereby the Survey Agency represented to the Authority that it had the required professional skills, and in the said proposals the Survey Agency also agreed to provide the Services (*as defined below*) to the Authority on the terms and conditions as set forth in the RFP and this Agreement.
- C. The Authority, on acceptance of the aforesaid proposals of the Survey Agency, awarded the Survey Work to the Survey Agency vide its Letter of Award dated (“**LOA**”);  
and
- D. In pursuance of the LOA, the parties have agreed to enter into this Agreement.

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

**1. GENERAL**

**1.1 Definitions and Interpretation**

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

“**Agreement**” means this Agreement, together with all the Annexes;

“**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;

“**Survey Work**” means the work to be performed by the Survey Agency pursuant to this Agreement, as described in the Terms of Reference hereto;

“**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;

“**Government**” means the Government of Maharashtra;

“**INR, Re. or Rs.**” Means Indian Rupees;“

“**Member**”, in case the Survey Agency consists of a joint venture or consortium of more than one entity, means any of these entities, and “**Members**” means all of these entities;

“**Party**” means the Authority or the Survey Agency, as the case may be, and Parties means both of them;

“**Personnel**” means persons hired by the Survey Agency as employees and assigned to the performance of the Services or any part thereof;

“**Resident Personnel**” means such persons who at the time of being so hired had their domicile inside India;

“**RFP**” means the Request for Proposals document in response to which the Survey Agency’s proposal for providing Services was accepted;

“**Services**” means the Survey Work services, which are required to be provided by the Survey Agency as per the terms of this Agreement and are more particularly described in detail in Annex 1 hereto.

“**Third Party**” means any person or entity other than the Government, the Authority, the Survey Agency.

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

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

- (a) RFP; and
- (b) Letter of Award.

## 1.2 **Relation between the Parties**

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

them or on their behalf hereunder.

### **1.3 Rights and Obligations**

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

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

### **1.4 Governing Law and Jurisdiction**

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

### **1.5 Language**

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

### **1.6 Table of Contents and Headings**

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

### **1.7 Notices**

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

- (a) in the case of the Survey Agency, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Survey Agency's Representative set out below in Clause 1.9 or to such other person as the Survey Agency may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in sub- clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Survey Agency may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.9 or to such other person as the Authority may from time to time designate by notice to the Survey Agency ; provided that if the Survey Agency does not have an office in the same city as the Authority's office, it may send such notice by

e-mail and by registered acknowledgement due, air mail or by courier; and

- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post, it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

#### **1.8 Location**

The Services shall be performed at the R & R Sites of the NMIA Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Survey Agency.

#### **1.9 Authorised Representatives**

- 1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Survey Agency, as the case may be, may be taken or executed by the officials specified in this Clause 1.9.

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

Chief General Manager (T & A),  
Transportation and Communications Department, 6<sup>th</sup> Floor,  
CIDCO Bhavan, CBD Belapur,  
Navi Mumbai – 400 614, Maharashtra, India Phone: +91-22-6791 8601  
[Email: cgm.ta@cidcoindia.com](mailto:cgm.ta@cidcoindia.com) ; [geethapillai.cidco@gmail.com](mailto:geethapillai.cidco@gmail.com)

- 1.9.3 Agency may designate one of its employees as Survey Agency's Representative. Unless otherwise notified, the Survey Agency's Representative shall be:

Kind Attn: [\_\_\_\_\_] Address: [\_\_\_\_\_  
\_\_\_\_\_] Tel: +91-[\_\_\_\_]  
Mob: +91-[\_\_\_\_]  
E-mail: [\_\_\_\_\_]

#### **1.10 Taxes and duties**

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

## **2. COMMENCEMENT, COMPLETION AND TERMINATION OF**

## **AGREEMENT**

### **2.1 Effectiveness of Agreement**

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

### **2.2 Commencement of Services**

The Survey Agency shall commence the Services on the earlier of a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

### **2.3 Termination of Agreement for failure to commence Services**

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

### **2.4 Expiry of Agreement**

Unless terminated earlier pursuant to Clause 2.3 or Clause 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, after 6 (Six) months. Upon Termination, the Authority shall make payments of all amounts due to the Survey Agency hereunder.

### **2.5 Entire Agreement**

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

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

### **2.6 Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the

Parties. Pursuant to Clause 4.2.3 and Clause 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

## **2.7 Force Majeure**

### **2.7.1 Definition**

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

### **2.7.2 No breach of Agreement**

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

### **2.7.3 Measures to be taken**

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

**2.7.4 Extension of time**

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

**2.7.5 Payments**

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

**2.7.6 Consultation**

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

**2.8 Suspension of Agreement**

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

**2.9 Termination of Agreement**

**2.9.1 By the Authority**

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

- (a) the Survey Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Survey Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Survey Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Survey Agency submits to the Authority a statement which has a material



effect on the rights, obligations or interests of the Authority and which the Survey Agency knows to be false;

- (e) any document, information, data or statement submitted by the Survey Agency in its Proposals, based on which the Survey Agency was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Survey Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

#### 2.9.2 By the Agency

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

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

#### 2.9.3 Cessation of rights and obligations

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

#### 2.9.4 Cessation of Services

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

the Survey Agency and equipment and materials furnished by the Authority, the Survey Agency shall proceed as provided respectively by Clause 3.9 or Clause 3.10 hereof.

**2.9.5 Payment upon Termination**

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

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

**2.9.6 Disputes about Events of Termination**

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

**3. OBLIGATIONS OF THE AGENCY**

**3.1 General**

**3.1.1 Standards of Performance**

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

**3.1.2 Terms of Reference**

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

**3.1.3 Applicable Laws**

The Survey Agency shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Survey Agency, as well as the Personnel and agents of the Agency, comply with the Applicable Laws.

### **3.2 Conflict of Interest**

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

3.2.2 Survey Agency and Affiliates not to be otherwise interested in the Project.

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

3.2.3 Prohibition of conflicting activities

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

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

3.2.4 Survey Agency not to benefit from commissions, discounts, etc.

The remuneration of the Survey Agency pursuant to Clause 6 hereof shall constitute the Survey Agency's sole remuneration in connection with this Agreement or the Services and the Survey Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Survey Agency shall use its best efforts to ensure that any Sub-Survey Agency, as well

as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

- 3.2.5 The Survey Agency and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Survey Agency, without being liable in any manner whatsoever to the Survey Agency, if it determines that the Survey Agency has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.
- 3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Survey Agency is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Survey Agency shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Survey Agency is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

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

### 3.3 Confidentiality

- 3.3.1 The Survey Agency and the Personnel of either of them shall not, either during the term or after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority or the Concessionaire to the Survey Agency, its Sub-Survey Agencies and the Personnel; any information provided by or relating to the Authority/Concessionaire, its technology, technical processes, business affairs or finances or any information relating to the Authority or the Concessionaire’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Survey Agency is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (**“Confidential Information”**), without the prior written consent of the Authority.
- 3.3.2 Notwithstanding the aforesaid, the Survey Agency and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:
- (a) was in the public domain prior to its delivery to the Agency, its Sub- Survey Agencies and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Survey Agency, its Sub-Survey Agencies and the Personnel of either of them;
  - (b) was obtained from a third party with no known duty to maintain its confidentiality;
  - (c) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Survey Agency, its Sub-Survey Agencies and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and is provided to the professional advisers, agents, auditors or representatives of the Survey Agency or its Sub-Survey Agencies or Personnel of either of them, as is

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

### **3.4 Liability of the Survey Agency**

- 3.4.1 The Survey Agency's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Survey Agency shall, subject to the limitation specified in Clause 3.4.3 be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Survey Agency or on the part of any person or firm acting on behalf of the Survey Agency in carrying out the Services, the Survey Agency, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
- (a) for any indirect or consequential loss or damage; and
  - (b) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Survey Agency may be entitled to receive from any insurance maintained by the Survey Agency to cover such a liability in accordance with Clause 3.5.2 whichever of (a) or (b) is higher.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Survey Agency liability, if any, for damage to Third Parties caused by the Survey Agency or any person or firm acting on behalf of the Survey Agency in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

### **3.5 Insurance to be taken out by the Survey Agency**

- 3.5.1 The Survey Agency shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Survey Agency to take out and maintain, at its own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- 3.5.2 Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Survey Agency shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such

insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

- 3.5.3 If the Survey Agency fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Survey Agency, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Survey Agency, and the Survey Agency shall be liable to pay such amounts on demand by the Authority.
- 3.5.4 Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Survey Agency and the Survey Agency shall procure an undertaking from the insurance company to this effect; provided that in the event the Survey Agency has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Survey Agency or require an undertaking to that effect.
- 3.5.5 The Parties agree that the risks and coverages shall include but not be limited to the following:
- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of 1.2 times the contract Agreement value.
  - (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Survey Agency and of any Sub-Survey Agency, in accordance with Applicable Laws; and
  - (c) professional liability insurance for an amount no less than the Agreement Value.
- 3.5.6 The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Survey Work Agreement.

### **3.6 Accounting, Inspection and Auditing**

The Survey Agency shall:

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

### **3.7 Survey Agency's actions requiring the Authority's prior approval**

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

- (a) appointing such members of the Key Personnel as are not listed in Annex 2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Survey Agency and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Survey Agency shall remain fully liable for the performance of the Services by the Sub-Survey Agency and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

### **3.8 Reporting Obligations**

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

### **3.9 Documents prepared by the Survey Agency to be property of the Authority**

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “**Documents**”) prepared by the Survey Agency (or by the Sub- Survey Agencies or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Survey Work Documents shall vest with the Authority. Any Survey Work Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Survey Work Document is created, and the Survey Agency agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Survey Agency.
- 3.9.2 The Survey Agency shall, not later than termination or expiration of this Agreement, deliver all Documents to the Authority, together with a detailed inventory thereof. The Survey Agency may retain a copy of such Documents. The Survey Agency , its Sub-Survey Agencies or a Third Party shall not use these Survey Work Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.9.3 The Survey Agency shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘**Claims**’) which may arise from or due to any unauthorised use of such Survey Work Documents, or due to any breach or failure on part of the Survey Agency or its Sub-Survey Agencies or a Third Party engaged to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.



**3.10 Equipment and Materials Furnished by the Authority**

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

**3.11 Providing access to Project Office and Personnel**

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

**3.12 Accuracy of Documents**

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

- 3.13 Considering the site visits and stakeholder agency interactions, the Survey Agency will provide Air Conditioned Hardtop Vehicles viz. Ertiga / Innova/ Creta in good condition along with the driver and the same will be kept at the disposal of the Engineer for the use by CIDCO Engineers during the survey period including extension granted, if any. This vehicle will be used for CIDCO works under the directives of the Engineer. The running of vehicle per month will be 3,000 km. The Survey Agency will bear all expenses, connected with the operation and the maintenance of this vehicle, including driver's wages, overtime and other benefits, cost of the fuel, lubricant, repairs and maintenance, third party insurance, any other related expenses etc. to the satisfaction of the Engineer. The vehicle record will be maintained in the form of a logbook at site. The vehicle shall be replaced with a new vehicle during breakdown time, failing which the Employer will hire the vehicle at the risk and cost of the contractor.

**4. SURVEY AGENCY'S PERSONNEL**

#### **4.1 General**

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

#### **4.2 Deployment of Personnel**

- 4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Survey Agency's Personnel are described in Annex 2 of this Agreement. The estimate of Personnel costs and man day rates are specified in Annex 3 of this Agreement.
- 4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex 3 may be made by the Survey Agency by written notice to the Authority, provided that: (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty percent) or 10 (ten) weeks, whichever is greater, and (b) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.
- 4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Survey Agency, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

#### **4.3 Approval of Personnel**

- 4.3.1 The Key Managerial Personnel mentioned in the Agreement are hereby approved by the Authority. No other Personnel shall be engaged without prior approval of the Authority.
- 4.3.2 If the Survey Agency hereafter proposes to engage any person as Key Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix I (Form 12) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Survey Agency may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

#### **4.4. Substitution of Key Personnel**

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any

substitution of Key Personnel except under compelling circumstances beyond the control of the Survey Agency and the concerned Key Personnel. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one key personnel other than team leader shall be permitted subject to reduction of remuneration equal to 15% of the total remuneration specified for the key personnel who proposed to be substituted. in case of second substitution other than Team Leader such reduction shall be equal to 25% of the total remuneration specified for the key personnel who is proposed to be substituted. During the term of the Agreement for Survey Work, substitution of a Team Leader would call for reduction of remuneration at the rate of 50% (Fifty percent) of the remuneration agreed for the original Key Personnel. Subject to the terms of Clause 4.3 above, substitution of the Team Leader will not normally be considered and may lead to disqualification of the Selected Applicant or termination of the Agreement.

#### **4.5 Working Hours, Overtime, Leave, etc.**

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave and the Survey Agency's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man days of service set forth in Annex 2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority and the Survey Agency shall ensure that any absence on leave will not delay the progress and quality of the Services.

### **5. OBLIGATIONS OF THE AUTHORITY**

#### **5.1 Assistance in clearances etc.**

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the government shall:

- (a) provide the Survey Agency and Personnel with work permits and such other documents as may be necessary to enable the Survey Agency or Personnel to perform the Services;
- (b) issue to officials, agents and representatives of the government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

#### **5.2 Access to land and property**

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

6.1.3.

### **5.3 Change in Applicable Law**

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

### **5.4 Payment**

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

## **6. PAYMENT TO THE SURVEY AGENCY**

### **6.1 Cost estimates and Agreement Value**

An abstract of the cost of the Services payable to the Survey Agency is set forth in Annex 5 of the Agreement. Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3 the payments under this Agreement shall not exceed the agreement value specified herein (“**Agreement Value**”). The Parties agree that the Agreement Value is INR [\_\_\_] (Indian Rupees [\_\_\_]). Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clause 2.6 and Clause 2.7, the Parties agree that additional payments shall be made to the Survey Agency in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### **6.2 Currency of Payment**

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

### **6.3 Mode of billing and payment**

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

- 1) The Survey Agency shall be paid for its services as per the Payment Schedule at Annex 6 of this Agreement, subject to the Survey Agency fulfilling following conditions:

- 2) No payment shall be due for the next stage till the Survey Agency completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
- 3) The Authority shall pay to the Survey Agency, only the undisputed amount.
- 4) The Authority shall cause the payment due to the Survey Agency to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (“**Due Date**”).
- 5) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Survey Agency and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Survey Agency specifying in detail, the deficiencies in the Services. The Survey Agency shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- 6) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Survey Agency to the Authority within 30 (thirty) days after receipt by the Survey Agency of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3(c).
- 7) All payments under this Agreement shall be made to the account of the Survey Agency as may be notified to the Authority by the Survey Agency .

## **7. LIQUIDATED DAMAGES AND PENALTIES**

### **7.1 Performance Security**

The Authority shall retain by way of performance security (“**Performance Security**”), 10% (Ten per cent) of all the amounts due and payable to the Survey Agency, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause. The balance remaining out of the Performance Security shall be returned to the Survey Agency at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Survey Agency hereunder, as if it is appropriating the Performance Security in accordance with the provisions

of this Agreement. The Survey Agency may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex 6 of this Agreement.

## **7.2 Liquidated Damages**

### **7.2.1.1 Liquidated Damages for Error/ Variation**

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

### **7.2.1.2 Liquidated Damages for Delay**

In case of delay in providing/completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Agreement Value per day, subject to a maximum of 5% (five percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Survey Agency, suitable extension of time shall be granted.

### **7.2.1.3 Encashment and appropriation of Performance Security**

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

## **7.3 Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Survey Agency for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

## **8. FAIRNESS AND GOOD FAITH**

### **8.1 Good Faith**

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

## **8.2 Operation of the Agreement**

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

## **9. SETTLEMENT OF DISPUTES**

### **9.1. Amicable settlement**

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

### **9.2 Dispute Resolution**

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (“**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non- privileged records, information and data pertaining to any Dispute.

### **9.3 Conciliation**

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

### **9.4 Arbitration**

- 9.4.1.1 Any Dispute arising out of or in connection with this Agreement, including Any question regarding its existence, validity or termination, which is not resolved amicably by conciliation as provided in Clause 9.3, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration (“**MCIA Rules**”), which rules are deemed to be incorporated by reference in this clause. The seat of such arbitration shall be Mumbai and the language of arbitration proceedings shall be English. The law governing this arbitration agreement shall be Indian laws.
- 9.4.1.2 There shall be an Arbitral Tribunal of 3 (three) arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 9.4.1.3 The arbitrators shall make a reasoned award (“**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Survey Agency and the Authority agree and undertake to carry out such Award without delay.
- 9.4.1.4 The Survey Agency and the Authority agree that an Award may be enforced against the Survey Agency and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.1.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of Survey Agency

For and on behalf of Authority

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

Witnesses:

1.

2.



**Annex 1 – Terms of Reference**  
*(Refer Clause 3.1.2)*

(Reproduce Schedule 1 of RFP)

**Annex 2 – Deployment of Personnel**  
*(Refer Clause 4.2)*

(Reproduce as per Form 13 of Appendix I)

**Annex 3 – Estimate of Personnel Costs**  
*(Refer Clause 4.2)*

(Reproduce as per Form 3 of Appendix II)

**Annex 4 – Cost of Services**  
*(Refer Clause 6.1)*

(Reproduce as per Form-2 of Appendix II)

**Annex 5– Payment Schedule**

## **Annex 6 – Bank Guarantee for Performance Security**

*(Refer Clause 7.1)*

*[To be executed on stamp paper of appropriate value]*

To:

The Vice Chairman & Managing Director,  
The City and Industrial Development Corporation of  
Maharashtra Limited, 2<sup>nd</sup> Floor, CIDCO Bhavan,  
CBD Belapur, Navi Mumbai – 400 614.

In consideration of the Vice Chairman and Managing Director acting on behalf of the City and Industrial Development Corporation of Maharashtra Limited (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to [\_\_\_\_], having its office at [\_\_\_\_] (hereinafter referred as the “**Survey Agency**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement dated [\_\_\_\_] valued at INR [\_\_\_\_] (Indian Rupees [\_\_\_\_]), (“**Agreement**”) the assignment for “Appointment of Survey Agency for Survey of NMIA Project Affected Persons (PAPs) for Training & Skill Development having agreed to furnish a Bank Guarantee amounting to INR [\_\_\_\_] (Indian Rupees [\_\_\_\_]) to the Authority for performance of the said Agreement.

1. We, [\_\_\_\_] (“**Bank**”) at the request of the Survey Agency do hereby undertake to pay to the Authority an amount not exceeding INR [\_\_\_\_] (Indian Rupees [\_\_\_\_]) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Survey Agency of any of the terms or conditions contained in the said Agreement.
2. We, [\_\_\_\_] (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Survey Agency of any of the terms or conditions contained in the said Agreement or by reason of the Survey Agency’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR [\_\_\_\_] (Indian Rupees [\_\_\_\_]).
3. We, [\_\_\_\_] (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Survey Agency in any suit or proceeding pending before any court or tribunal relating thereto,

our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Survey Agency shall have no claim against us for making such payment.

4. We, [\_\_\_\_\_] (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Survey Agency and accordingly discharges this Guarantee or up to six months whichever is earlier . Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
5. We, [\_\_\_\_\_] (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Survey Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Survey Agency and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Survey Agency or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Survey Agency or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Survey Agency (s).
7. We, [\_\_\_\_\_] (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR [\_\_\_] (Indian Rupees [\_\_\_]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [\_\_\_\_\_] days (indicate the date falling 365 days after the date of this Guarantee).

For .....

Name of Bank:

Seal of the Bank:

Dated, the ..... day of ....., 20 .....

(Signature, name and designation of the authorised signatory)

NOTES:

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

## **APPENDICES**

### **APPENDIX I – TECHNICAL PROPOSAL**

*(See Clause 3.1.3)*

#### **Form 1 – Letter of Proposal**

**(On Applicant's letter head)**

(Date and Reference)

To,  
Chief General Manager  
(Transport & Airport)  
Transportation & Communication Dept  
6<sup>th</sup> Floor, CIDCO Bhavan,  
C.B.D. Belapur,  
Navi Mumbai – 400 614.

#### **Sub: Appointment Agency for Survey of NMIA Project Affected Persons (PAPs) for Training & Skill Development**

**Dear Sir,**

With reference to your RFP Document dated [\_\_\_\_], I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of Survey Agency for CA. No: 01/CIDCO/ T&C/ CGM (T &A)/TE (NMIA & NAINA)/2023 -24 ”

The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Survey Agency for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last 2 (two) years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach on our part.
6. I/We declare that:

- (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
  - (b) I/We do not have any Conflict of Interest in accordance with Clause 3.4 of the RFP Document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.3 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Survey Agency, without incurring any liability to the Applicants in accordance with Clause 3.9 of the RFP document.
8. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Survey Work for the Project or which relates to a grave offence that outrages the moral sense of the community.
9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.<sup>\$</sup>
11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority or the Government of Maharashtra in connection with the selection of Survey Agency or in connection with the Selection Process itself in respect of the above-mentioned Project.
12. The Bid Security of INR 30, 000/- (Indian Rupees Thirty Thousand) has been paid, in accordance with the RFP document.

13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Survey Work for the Project is not awarded to me/us or our proposal is not opened or rejected.
14. I/We agree to keep this offer valid for 180 (One hundred and Eighty) days from the Proposal Due Date specified in the RFP.
15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
16. In the event of my/our firm/ consortium being selected as the Survey Agency, I/we agree to enter into an Agreement in accordance with the form at Schedule 2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
17. I/We have studied RFP, and all other documents carefully and also surveyed the Project sites. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Survey Work.
18. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Proposal which shall be binding on us.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

\$ *In case the Applicant is unable to provide the certification specified in Paragraph 12, it may precede the Paragraph by the words viz. "Except as specified in Schedule [\_\_\_\_\_] hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.*

## **Form 2 – Particulars of the Applicant**

**1. Title :** Appointment Agency for Survey of NMIA Project Affected Persons (PAPs) for Training & Skill Development.

**2. State the following:**

- (a) Name of Company or Firm:
- (b) Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):
- (c) Country of incorporation:
- (d) Registered address:
- (e) Year of incorporation:
- (f) Year of commencement of business:
- (g) Principal place of business:
- (h) Brief description of the Company including details of its main lines of business:
  - (i) Name, designation, address and phone numbers of authorised signatory of the
    - i. Applicant:
    - ii. Name:
    - iii. Designation:
    - iv. Company:
    - v. Address:
    - vi. Phone No.:
    - vii. E-mail address:

**3. For the Applicant, state the following information:**

(a)	In case of non-Indian Firm, does the Firm have business presence in India? If so, provide the office address(es) in India.	Yes/No
(b)	Has the Applicant been penalized by any State/ Central Govt or its undertakings for poor quality of work or breach of contract in the last five years?	Yes/No
(c)	Has the Applicant ever failed to complete any work awarded to it by any public authority/ entity in last five years?	Yes/No
(d)	Does the Applicant have a conflict of interest that affects the RFP Process	Yes/No
(e)	Has the Applicant suffered bankruptcy/insolvency in the last five years?	Yes/No
(f)	Has the Applicant been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and does the bar subsists as on the date of RFP?	Yes/No
(g)	Does the Applicant's firm combine functions as a Survey Agency or adviser along with the functions as a contractor and/or a manufacturer?	Yes/No



(h)	If yes, does the Applicant agree to limit the Applicant's role only to that of a Survey Agency/ adviser to the Authority and to disqualify themselves, their Associates in India/ affiliates in India, subsidiaries and/or parent organization subsequently from work on the projects in any other capacity?	Yes/No
<b>If answer to any of the questions at (a) to (h) is yes, the Applicant is not eligible for this assignment</b>		

(Signature, name and designation of the authorised signatory)

For and on behalf of [\_\_\_\_\_]

**Form 3 – Statement of Legal Capacity**

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

Ref. Date:

To:  
Chief General Manager  
(Transport & Airport)  
Transportation & Communication Dept  
6<sup>th</sup> Floor, CIDCO Bhavan,  
C.B.D. Belapur,  
Navi Mumbai – 400 614.

**Sub: Appointment Agency for Survey of NMIA Project Affected  
Persons (PAPs) for Training & Skill Development**

Dear Sir,

I hereby confirm that the M/s\_\_\_\_\_satisfy the terms and  
conditions laid down in the RFP document.

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

Yours faithfully,

(Signature, name and designation of the authorised signatory) For and on behalf of  
.....

**Form 4 – Power of Attorney for signing of Proposal**

*(To be executed on stamp paper of appropriate value)*

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms. [.....] ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (“**Authorized Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Appointment Agency for Survey of NMIA Project Affected Persons (PAPs) for Training & Skill Development by the City and Industrial Development Corporation of Maharashtra Limited (“**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED  
PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF .....,  
20.....

For.....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarize

**Form 5 – Financial Capacity of the Applicant**

(Refer Clause 3.3.2(B))

S. No.	Financial Year	Annual Revenue/Income (INR)
1.	2020-21	
2.	2021-22	
3.	2022-23	
	Average	

**Certificate from the Statutory Auditor<sup>\*</sup>**

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

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

<sup>\*</sup> In case the Applicant does not have a statutory auditor, it shall provide the certificate from its Chartered Accountant that ordinarily audits the annual accounts of the Applicant.

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

**Form 6 – Particulars of Key Personnel**

S. No.	Key Personnel	Name	Educational Qualification	Professional Experience	Number of Eligible Assignment s\$	Man Months Spent	Completion date of assignment
1.	Team Leader						
2.	Supervisor (1-2)						
3.	Surveyor (1-10)						

**Form 7 – Abstract of Eligible Assignments of the Applicant \***

(Refer Clause 4.2)

S. No.	Name of project	Name of Client & Contact	Payment ** of fees received by the Applicant (in INR)	Completion date of assignment
(1) £	(2)	(3)	(4)	(5)
1				
2				
3				

\* The Applicant should provide details of only those projects that have been completed (completion certificate from employer should be enclosed) and undertaken by it under its own name in the past 7 years preceding the PDD. The capital cost of the project shall include only such cost of works for which advisory/Survey Work services are provided.

### **Form 8 – Curriculum Vitae (CV) of Key Personnel**

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:  
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked  
a. Name of project b. Position Held c. Activities Performed
8. Details of the current assignment and the time duration for which services are required for the current assignment.

#### **Certification:**

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place .....

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

#### **Notes:**

1. Use separate form for each Key Personnel
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form 8 of Appendix I.
3. Each page of the CV shall be signed in blue ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.
4. Personnel is to affix his recent photograph on first page of CV.
5. Experience certificate from the employer is to be enclosed

**Form 12 – Deployment of Key Personnel at Project Office for Duration of Survey**

S. No.	Key Personnel	Name	Man Months (as per TOR)	Deployment Plan <sup>s</sup> (in Man Days)
1.	Team Leader			
2.	Supervisor No.1			
3.	Supervisor No.2			
4.	Surveyor No.1			
5	Surveyor No.2			
6	Surveyor No.3			
7	Surveyor No.4			
8	Surveyor No.5			
9	Surveyor No.6			
10	Surveyor No.7			
11	Surveyor No.8			
12	Surveyor No.9			
13	Surveyor No.10			

APPENDIX II – FINANCIAL PROPOSAL  
(TO BE UPLOADED ONLINE SEPARATELY)

**Form 1 – Covering Letter**

(On Applicant's letter head)

(Date and Reference)

To:  
Chief General Manager (Transport & Airport),  
Transportation & Communication Dept.  
6<sup>th</sup> Floor, CIDCO Bhavan, CBD Belapur,  
Navi Mumbai – 400 614.

**Sub: Appointment Agency for Survey of NMIA Project  
Affected Persons (PAPs) for Training & Skill  
Development**

Dear Sir/Madam,

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

I/We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

I/We understand that you are not bound to accept any proposal you receive.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

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



**Form 2 – Financial Proposal**

From:

.....

To:

Chief General Manager (Transport & Airport),  
Transportation & Communication Dept.  
6<sup>th</sup> Floor, CIDCO Bhavan, CBD Belapur,  
Navi Mumbai – 400 614.

**Sub: Appointment Agency for Survey of NMIA Project  
Affected Persons (PAPs) for Training & Skill  
Development**

CA. No: 01/CIDCO/ T&C/ CGM (T &A)/TE (NMIA & NAINA)/2023 -24

Dear Sir/Madam,

I/We have perused the Proposal Document for subject assignment containing Terms of Reference (TOR) and other details and am/are willing to undertake and complete the assignments as per terms and conditions stipulated in the RFP.

Our price offer inclusive of all taxes including incidentals, overheads, traveling expenses, stationery, sundries, all other items including Other Costs involving expenditure for execution of this assignment covering scope as stipulated in “Terms of Reference” and excluding prevalent GST is Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only).

Yours faithfully,

(Signature, name and designation of the authorised signatory)

**Form 3 – Estimate of Costs**

<b>Sr No.</b>	<b>Position</b>	<b>Name</b>	<b>Man Month Rate (INR)</b>	<b>Total Man Months as per TOR</b>	<b>Amount (INR)</b>
<b>Remuneration for Resident Key Personnel (including all allowances and Establishments costs)</b>					
1					
2					
3					
4					
<b>Total</b>					