SELECTION OF CONSULTANTS

EXPRESSION OF INTEREST
CUM
REQUEST FOR PROPOSALS

RFP No.: T.007/9/2025-TPMU/1

Selection of Consulting Services for:
Tuirini Small Hydro Project 24 MW

Client: Project Monitoring Unit(PMU), Tuirini SHP, Power & Electricity Department, Government of Mizoram.

Country: ***India***

Project: ***Tuirini Small Hydro Project 24 MW***

Issued on:
[19th December, 2025]

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Section 1. Letter of Invitation

Date: *[19th December, 2025]*
RFP No: *[T.007/9/2025-TPMU/1]*

Dear Mr./Ms.:

1. The Government of Mizoram (hereinafter called *Client)* applied for financing from the New Development Bank (the "Bank") in the form of a loan toward the cost of Development of Tuirini SHP. The Tuirini Project Management Unit, Power & Electricity Department, Govt. of Mizoram, an Implementing agency intends to engage quality and renowned Consultant for which this Request for Proposals is issued.

2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): Project Management Consultancy. More details on the Services are provided in the Terms of Reference.

3. This Expression of Interest cum Request for Proposals (EOI cum RFP) has been addressed to any competent Consultants whose experiences, expertise, capacity and financial conditions permits the requirements.

4. A firm will be selected under QCBS procedures and in a Full Technical Proposal (FTP).

5. The EOI cum RFP includes the following documents:
   Section 1 - Letter of Invitation
   Section 2 - Instructions to Consultants, Data Sheet, Summary and Personnel Evaluation Forms, and Grounds for Disqualification of the Experts
   Section 3 – Pre-Qualification Proposal - Standard Forms
   Section 4 - Technical Proposal (FTP) - Standard Forms
   Section 5 - Financial Proposal - Standard Forms
   Section 6 - Terms of Reference
   Section 7 - Standard Forms of Contract (Time-Based)

6. Details on the proposal's submission date, time and address are provided in data sheets.

Yours sincerely,

[Sd/-]
Project Director
PMU, Tuirini SHP,
Aizawl; Mizoram

Section 2. Instructions to Consultants (ITC) including Data Sheet (DS)

A. General Provisions

1. Definitions

(a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the consultant.

(b) "Applicable Guidelines" means the guidelines or policies of the Client governing the selection and Contract award process as specified in the **EOI cum RFP**.

(c) "Applicable Law" means the laws and any other instruments having the force of law in the Client's State as they may be issued and in force from time to time or as specified in the **Data Sheet**,

(d) "Client" means the implementing or executing agency that signs the Contract for the Services with the selected consultant.

(e) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.

(f) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (General Conditions of Contract(GCC), Special Condition of Contract(SCC) and the Appendices.

(g) "Data Sheet" means an integral part of the Instructions to Consultants in Section 2 used to reflect the specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.

(h) "Day" means a calendar day.

(i) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant or Joint Venture member(s).

(j) "Government" means the government of the Client's State i.e. Mizoram.

(k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. Association of up to two (2) members only is allowed for the JV including the Lead partner.

(l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose curriculum vitae (CV) is taken into account in the technical evaluation of the Consultant's proposal.

(m) The "Instructions to Consultants (ITC)" (this Section 2 of the EOI cum RFP) provides the information needed to prepare their Proposals.

(n) The "Letter of Invitation (LOI)" (Section 1 of the RFP) is the letter being sent by the Client to the interest consultants.

(o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-Consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

(p) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.

(q) "EOI cum RFP" is The Expression of Interest cum Request for Proposals prepared by the Client for the selection of Consultants.

(r) "Services" means the work to be performed by the Consultant pursuant to the Contract.

(s) "Sub-Consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

(t) The "Terms of Reference (TOR)" explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Client intends to select a Consultant from renowned consultancy firm in accordance with the method of selection specified in the **EOI cum RFP**.

2.2 The interested consultants are invited to submit a Pre-qualification Proposal, Technical Proposal and a Financial Proposal, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 In a timely manner and at no cost to the Consultants, the Client will provide the inputs, relevant project data, and reports required

for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Client.

3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

Conflicting activities

3.3.1 **Conflict between consulting activities and procurement of goods, works, or non-consulting services.** A firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

Conflicting assignments

3.3.2 **Conflict among consulting assignments.** A Consultant (including its Experts and Sub-Consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

Conflicting relationships

3.3.3 **Relationship with the Client's staff**. A Consultant (including its Experts and Sub-Consultants) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the TOR for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

3.3.4 Any other types of conflicting relationships as indicated in the **Data Sheet**.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all consultants together with this **EOI cum RFP** all information that would in that respect give such a Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 The Client requires compliance with its Anticorruption Policy as set forth in **EOI cum RFP**.

5.2 In further pursuance of this policy, the Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit the Client to inspect their site, assets, accounts, records and other documents relating to the submission of the Proposal and execution of the contract, and to have the accounts and records audited by auditors appointed by the Client.

6. Eligibility

6.1 The Client permits consultants (individuals and firms, including JVs and their individual members) to offer consulting services for projects being undertaken by the Client. In the case of a JV,

(a) all partners shall be jointly and severally liable; and (b) the JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

6.2 Furthermore, it is the Consultant's responsibility to ensure that it's Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements established by the Client in this **EOI cum RFP**.

6.3 As an exception to Clauses 6.1 and 6.2 above:

Sanctions

6.3.1 A firm or an individual temporarily suspended or debarred (including cross debarred) by the Client in accordance with the above Clause 5.1 or in accordance with the Applicable Guidelines shall be ineligible to participate to be awarded a contract or to benefit from a contract financially or otherwise, during such period of time as the Client shall determine. A bid from a temporarily suspended or debarred firm or individual will be rejected.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the **EOI cum RFP** in detail. Material deficiencies in

providing the information requested in the **EOI cum RFP** may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 The Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client State's laws against fraud and corruption (including bribery).

10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 5).

11. Only One Proposal

11.1 The Consultant (including the individual members of any JV) shall submit only one Proposal, either in its own name or as part of a JV in another Proposal. If a Consultant, including any JV member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-Consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify.

12. Proposal Validity

12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without the Key Expert's confirmation, the Proposal shall be

disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 6 of this ITC.

Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case the Proposal will be considered withdrawn.

Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In this case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, the Proposal will be rejected.

12.9 In case of replacement, the same shall be allowed only upon approval by the Client and the replacement candidate has to be on-boarded within 30 days failing which a deduction to the extent of 0.5% of such manpower cost shall be imposed.

Sub-Contracting

12.10 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of EOI cum RFP

13.1 The Consultant may request a clarification of any part of the EOI cum RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted consultants. Should the Client deem it necessary to amend the EOI cum RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may change the EOI cum RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all intending

consultants and will be binding on them. The intending consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client shall extend the proposal submission deadline to give the intending consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a JV or as Sub-Consultants, it may do so by meeting jointly the eligibility criteria.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-months) and the Client's estimated total cost of the assignment. This estimate is indicative, and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 The total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

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

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a full technical proposal (FTP), a biodata technical proposal (BTP) or a simplified technical

proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 4 of the EOI cum RFP.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 5 of the EOI cum RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other reimbursable expenses, indicated in the **Data Sheet**.

Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

Taxes

16.3 The Consultant and its Sub-Consultants and Experts are responsible for meeting all tax obligations arising out of the Contract unless stated otherwise in the **Data Sheet**.

Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

Currency of Payment

16.5 Payment under the Contract shall be made in the Indian currency.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal in three parts comprising the documents and forms in accordance with Section 3, 4 and 5 as stated in the **Data Sheet** and hard bound of Original affidavit as per EOI along with Original Demand Draft for the cost of Bid document in the form of DD and Bid Security in the form of FDR also in one envelope. Submission letters for Pre-Qualification, Technical Proposal and Financial Proposals should be in the format FORM PQ-1 of Section 3, TECH-1 of Section 4 and FIN-1 of Section 5 respectively.

17.2 An authorized representative of the Consultant shall sign on all the pages of the original Pre-Qualification, Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney attached to the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

17.2.1 A Proposal submitted by a JV shall be signed by all members so as to be legally binding on all members,

or by an authorized representative who has a written power of attorney signed by each member's authorized representative. The submission letters and the power of attorney shall accompany the Technical Proposal.

17.3 Stage-I Pre-Qualification Proposal (Envelop-1), Stage-II Technical Proposal (Envelop-2) and Stage-III Financial Proposal (Envelop-3) shall be submitted as given in the **Data Sheet**.

17.3.1 Pre-Qualification Proposal

- PQ-1: Pre-Qualification Proposal Submission Form
- PQ-2: Particulars of the Applicant
- PQ-3: Power of Attorney for Signing of Proposal
- PQ-4: Format for Letter of Association
- PQ-5: Minimum Eligibility Experience
- PQ-6: Financial Capacity of Applicant

17.3.2 Technical Proposal

- TECH -1: Technical Proposal Submission Form
- TECH -2: Consultant's Organization and Experience
- TECH -3: Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH -4: Work Schedule and Planning for Deliverables
- TECH -5: Team Composition, Key Experts Inputs and attached Curriculum Vitae (CV)

17.3.3 Financial Proposal

- FIN-1: Financial Proposal Submission Form
- FIN -2: Summary of Costs
- FIN -3: Breakdown of Remuneration
- FIN -4: Breakdown of Other Expenses

17.3.3.1 Applicants shall submit the financial proposal in the proposed formats clearly indicating the total cost of the Consultancy in both figures and words in Indian Rupees and signed by the Applicant's Authorized Representative. In the case of discrepancy between figures and words in the financial proposal, the lower of the two shall be considered.

17.3.3.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Field and Office etc.) and reimbursable component as mentioned in the Financial Proposal. 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 as non-responsive and liable to be rejected.
- The Financial Proposal shall take into account all expenses and tax liabilities except GST which shall be paid at applicable rates. For the avoidance of doubt, it is clarified that all taxes except GST shall be deemed to be included in the costs shown in the Final Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.
- Costs shall be expressed in INR.

17.3.4 The Proposal shall be received as per the timeline mentioned in the **Data Sheet**.

17.3.5 Prior to evaluation of Proposal, the Authority will determine whether each Proposal is responsive to the requirements of the EOI cum RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if

- The Technical Proposal is received in the forms specified in this EOI cum RFP.
- It is received by the Proposal Due Date including any extension there of pursuant to as mentioned in data sheet.
- It is signed and submitted in hard and soft copy.
- It is accompanied by the Power of Attorney.
- It contains all the information (complete in all respects) as requested in the EOI cum RFP.

17.3.6 The Pre-Qualification Proposal will be opened in the presence of bidders first immediately after the deadline for their submission, the eligibility of Applicants will be verified based on the eligibility information mentioned in Data Sheet and provided by the Applicants as per the formats given in this EOI cum RFP. Subsequently, the Technical Proposal of only those applicants found eligible and satisfying the minimum eligibility criteria shall be evaluated and scored based on the marking criteria mentioned in the Data Sheet. It may be noted that the

Financial Proposal shall be opened in the presence of the shortlisted Applicants Representative who choose to attend.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted consultants or anyone on behalf of the Consultant to improperly influence the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of the Client's prevailing sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

19. Opening of Pre-Qualification and Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Pre-Qualification Proposal and Technical Proposals in the presence of the participating authorized representatives who choose to attend. The opening date, time and the address are stated in the **Data Sheet**.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name of the Consultant or, in case of a JV, the name of the JV, the name of the lead member; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to the proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to the provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Client issues its "no objection", if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

20.3 From the time the proposals are received by the Client to the time that the Contract is awarded, the Client shall not request the Consultant to provide clarification on any matter related to the Consultant's Technical or Financial Proposal. In exceptional cases the Client may request clarifications relating to minor clarifications or corrections of obvious errors or inconsistencies.

20.4 Any request for clarification must be sent and responded to in writing and should be date-stamped.

21. Evaluation of Technical Proposals

21.1 The Client's evaluation committee shall assess the Technical Proposals on the basis of their responsiveness to the TOR and the EOI cum RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the EOI cum RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

21.2 After the completion of Technical Evaluation, the Client shall notify the consultants whose proposal were considered non-responsive or did not meet the minimum qualifying score. The bidders will be given 5 working days' time to raise any complaints/ objection. On receipt of the complaints/ objections, the same shall be taken up by the Client as deemed fit.

22. Opening of Financial Proposals

22.1 After the technical evaluation is completed the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing the Consultants that have achieved the minimum overall technical score and inform them of the date, time and location of the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's discretion.

22.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of the Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to

confirm that they have remained sealed and unopened. These Financial Proposals shall then be opened, and the total prices read aloud and recorded. Copies of the Record of Opening of Financial Proposals shall be sent to all Consultants who submitted Proposals.

23. Correction of Errors

23.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no correction is made to the Financial Proposal.

24. Taxes

24.1 Except as set out in the **Data Sheet**, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation.

25. Conversion to Single Currency

25.1 For evaluation purposes, the consultant's Financial Proposal shall exclude taxes and duties in the Client's State in accordance with the instruction in the **Data Sheet**.

26. Combined Quality and Cost Evaluation

Quality- and Cost-Based Selection (QCBS)

26.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant that will achieve the highest combined technical and financial score will be invited for negotiations.

Notwithstanding the achievement of the minimum technical qualifying score and responsiveness in other respects, the Client reserves the right to reject any Financial Proposal (whether abnormally low or high) if, based on reasonable justification considering the Client's cost estimate, prevailing market rates, proposed methodology, resource allocation, and scope of services, the quoted price raises material concerns regarding the Consultant's ability to perform the Contract satisfactorily while ensuring quality, timeliness, and value for money; in such cases, the Client may seek written clarifications/justifications from the Consultant and, if unsatisfied, reject the Proposal as non-responsive, with the decision documented and final.

D. Negotiations and Award

27. Negotiations

27.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s). The representative must have a written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

27.2 The Client shall prepare the minutes of negotiations, which will be signed by the Client and the Consultant's authorized representative.

28. Award of Contract

28.1 After completing the negotiations the Client shall obtain the Government's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted consultants.

28.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Instruction to Consultants (ITC)

E. Data Sheet

A. General		
Sl. No.	**ITC Clause Reference**	
1	1 (c)	**Country of Applicable Law** Republic of India
2	2.1	**Method of Selection** **Name of the Client:** Project Monitoring Unit (PMU), Tuirini SHP, Power & Electricity Department, Government of Mizoram. **Method of selection**: *Quality and Cost Based Selection (QCBS)*
3	2.2	**Submission of Proposals** **Financial Proposal to be submitted together with Technical Proposal**: Yes **The name of the assignment is**: Project Management Consultancy Services for Tuirini Small Hydro Project
4	2.3	**Pre-proposal Conference** **A pre-proposal conference will be held**: *Yes* Date of pre-proposal conference: 15.01.2026 Time: 1.00 PM Address: DOCC Hall, Kawlphetha Building, P & ED, Aizawl - 796001 Telephone: _____ Facsimile: _____ E-mail: tuirinimz25@gmail.com Contact person or conference coordinator: ***[C. LALROPIANGA]*** Project Director

5	2.4	**Information for Proposal Preparation** The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: *[Please refer to Section 6, TOR]*
6	4.1	**Unfair Competitive Advantage** N/A
B. Preparation of Proposals		
7	9.1	**Language** The EOI cum RFP has been issued in the English language. Proposals shall be submitted in the English language. All correspondence shall be in the English language.
8	10.1	**Documents Comprising the Proposal** The Proposal shall comprise the following: **FULL TECHNICAL PROPOSAL (FTP):** **1st Inner Envelope with the Pre-Qualification Stage:** (1) PQ-1 (2) PQ-2 (3) PQ-3 (4) PQ-4 (5) PQ-5 (6) PQ-6 **2nd Inner Envelope with the Technical Proposal:** (1) TECH-1 (2) TECH-2 (3) TECH-3

		(4) TECH-4 (5) TECH-5 (6) TECH-6 **3rd Inner Envelope with the Financial Proposal (if applicable):** (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 *Statement of Undertaking (if required under Data Sheet 10.2 below)*
9	10.2	**Statement of Undertaking is required:** Yes
10.	11.1	**Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible:** No.
11	12.1	**<u>Proposal Validity</u>** Proposals must remain valid for 180 calendar days after the proposal submission deadline.
12	12.4	**<u>Validity Extension</u>** **Consultants will be notified about the validity extension:** Mail

<table>
<tr><td>13</td><td>13.1</td><td>

Clarification of Expression of Interest cum Request for Proposal

Clarifications may be requested no later than 10 days prior to the submission deadline.

The contact information for requesting clarifications is: TuiriniMZ25@gmail.com

Clarifications sent through any other medium shall not be accepted. The clarifications/ queries should be sent in the following format:

<table>
<tr><td>Sl. No.</td><td>EOI cum RFP Page No.</td><td>Relevant section/ Form</td><td>Relevant Content</td><td>Bidder's Query/comment</td></tr>
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<tr><td>14</td><td>14.1.1</td><td>

Preparation of Proposals – Specific Considerations (Association with Shortlisted Consultants)

Not Applicable

</td></tr>
<tr><td>15</td><td>14.1.2</td><td>

Preparation of Proposals – Specific Considerations (Association with Shortlisted Consultants)

Not Applicable

</td></tr>
</table>

16	14.1.2	**Preparation of Proposals – Specific Considerations** **Estimated input of Key Experts' time-input:** **As per TOR 6.6 person-months.** **Estimated input of Support staff time-input:** **As per TOR 6.6 person-months** ***Estimated total cost of the assignment:*** ***10.00 Crores inclusive of all taxes***
17	14.1.3	**Preparation of Proposals – Specific Considerations** **(Minimum Time and Cost Inputs for Time Based Contracts)** Not Applicable
18	14.1.4	**Only for QCBS with Maximum Budget** Not Applicable
19	14.1.4 and 27.2	**Only for FBS** Not Applicable
20	15.2	**Format of Technical Proposal** The format of the Technical Proposal to be submitted is: FTP *Submission of the Technical Proposal in incorrect format may lead to the Proposal being deemed non-responsive to the EOI cum RFP requirements.*
21	16.1	***Financial Proposal*** As per prescribed form in Section 5.

22	16.2	**Price Adjustment** Not Applicable *Information on the Consultant's tax obligations in the Client's country can be found in service tax and income tax act of India (Taxes shall be indicated separately in the financial proposal).*
23	16.3 & 16.4	**Currencies** Indian Rupees (INR). *Financial Proposal should state local costs in Indian currency.* *Payment shall be made in Indian currency.*
	C. Submission, Opening and Evaluation	
24	17.1	**Electronic Submission of Proposals** The Consultants shall submit their Proposals electronically at **https://www.mizoramtenders.gov.in.**
25	17.3	**Submission of Proposals** Consultant must submit the Pre-Qualification Proposal, Technical Proposal and Financial Proposal in hard and soft copy. Address: Project Director Project Management Unit, Tuirini SHP, Power & Electricity Department, Government of Mizoram. Kawlphetha Building, MINECO, Aizawl-796001, Mizoram, India
26	17.4	**Proposals Submission time** **The Proposals must be submitted no later than:** **Date:** [30/01/2026] **Time:** 12:00 PM (Local Time)

27	19.1	**<u>Opening of Pre-Qualification & Technical Proposals</u>** The opening shall take place at: Project Director's Office Project Management Unit, Tuirini SHP, Power & Electricity Department, Government of Mizoram. Kawlphetha Building, MINECO, Aizawl-796001, Mizoram, India ***Opening of Pre - Qualification*** Date: 30.01.26 Time: 01:00 PM local time ***Opening of Technical Qualification*** Date: 06.02.26
28	19.2	**<u>Information to be read out and recorded during the opening of the Technical Proposals</u>** In addition, the following information will be read aloud at the opening of the Technical Proposals: N/A

29	21.1	**<u>Evaluation Criteria and Point system</u>** **1st Pre-Qualification Proposal:** The short-listing criteria are: 1. An Applicant or member of Consortium may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956 or any amendment thereof or a body corporate incorporated under the applicable laws of its origin. 2. The bidder shall have experience in ongoing or completed in Project Management Consultancy (PMC)/PMU Services in Hydro Power Project having installed capacity of 20MW or above funded by multi-lateral external funding agencies/ central Govt. agencies/ State Govt. Agencies over the past 10 years. 3. Annual turnover of the firm for at least the last five years. (FY 20-21, 21-22, 22-23, 23-24, 24-25) showing at least average annual turnover equivalent to INR 25 Cr. 4. Key Professional staff qualifications & Competence for the Assignment (To be supported by Organizational profile). 5. An undertaking by the bidder should not have been blacklisted /debarred declared having dissatisfactory performance with any state/central government organization PSU Organization / bilateral /multilateral funding agencies. • Note: Only the proposals found to be responsive at Pre-Qualification stage shall be considered to be evaluated in Technical Stage. The Pre-Qualification Proposal should contain sufficient supporting documents to substantiate the claim of the consultant towards their qualification as per the short-listing criteria. **2nd Technical Proposal:**

Sl. No.	Evaluation criteria	Max marks	Supporting documents
1	**Legal Entity** A company incorporated under the Indian Companies Act, 1956 or any amendment thereof or a partnership firm registered under the Limited Liability Partnership Act of 2008;	Mandatory information to be provided which would bear no marks	Copies of registration / incorporation, PAN, TAN, GST or any other relevant registrations

			and Registered with the GST Authorities; and Company should have a valid PAN **Consortium/ JV is allowed.**		etc. to be enclosed
		2	**Financial Capability** The bidder shall have minimum annual average turnover of INR 25 (Twenty- Five) Crores from Consulting Services in the last five financial years i.e. FY 2020-21, 2021-22, 2022-23, 2023-24,2024-25 a. Min. INR 25 Cr. – 2 marks b. INR 25 – 50 Cr. – 4 marks c. > INR 50 Cr. – 5 marks	05	Certificate issued by Statutory Auditor/CA for Turnover with Unique Document Identifier Number (UDIN)
		3	**Bidder's Experience** The bidder shall have experience in ongoing or completed in Project Management Consultancy (PMC)/PMU Services in Hydro Power Projects of Capcity 20MW or above funded by multi-lateral external funding agencies/ central Govt. agencies/ State Govt. Agencies over the past 7 years a. 1 project – 5 marks (Ongoing) b. 1 project – 8 marks (Completed) c. 2 or more projects – 10 marks (1 Ongoing & 1 Complete) d. 2 or more projects – 15 marks (Completed) Additional 5 marks (2.5 marks for each project), if	20	Copy of Work order/ Client certificate/ Contract copy

			the experience is in similar geographical Land setting.		
		4	**Approach & Methodology** Evaluation of the adequacy and quality of the proposed approach & methodology and work plan in responding to Terms of Reference. a. Understanding of the assignment – 5 marks b. Project approach & methodology – 5 marks c. Work plan – 5 marks	15	To be signed and submitted in the technical bid
		5	**Core team resources/ Key Experts** Evaluation of proposed key experts' CVs as per relevant experience and education background a. Team Leader – 15 marks b. Geologist - 05 Marks c. Structural Engineer – 05 Marks d. Hydro Power Experts/ Specialist – 05 Marks e. Tunnel Expert/ Specialist – 05 Marks f. Hydro-Mechanical Engineer – 05 Marks g. Electro-Mechanical Engineer – 05 Marks h. Environmental Specialist – 02.5 Marks i. Environmental, Health and Safety expert – 02.5 Marks j. Social Expert – 02.5 Marks	60	CVs submitted in the technical bid

			k. Local Social & Stakeholder engagement Expert – 02.5 Marks l. Procurement Expert – 05 Marks The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights: a. General qualifications (general education, training, and experience): 30% b. Adequacy for the Assignment (relevant education, training, experience in the sector/ similar assignments): 50% c. Relevant experience in similar land setting and administrative system, government organization, etc.): 20% **The minimum technical score (St) required to pass is**: **70** Note: The Technical Proposal should contain sufficient supporting documents to substantiate the claim of the consultant towards their experience as per the eligibility criteria.		
30	22.1	Bidders can witness of opening financial proposals, if they wish so.			

31	22.1	**<u>Opening of Financial Proposals</u>** The date, time and venue for opening of the financial proposal will be communicated to bidders through mail.
32	24.1	**Taxes** For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
33	**26.1**	**Quality- and Cost-Based Selection (QCBS)** **The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.** **The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:** Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. **The weights given to the Technical (T) and Financial (P) Proposals are**: **T** = 0.8 (80%), and **P** = 0.2 (20%) Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.
	D. Negotiations and Award	
34	**27.1**	**<u>Negotiations</u>** The Negotiation date and venue will be intimated to the consultant by Mail

35	**28.2**	**Date of Commencement of Services** Expected date for the commencement of the Services: within 30 days from award of Contract.

Section 3. Pre-Qualification Proposal – Standard Forms

FORM PQ -1: Pre-Qualification Proposal Submission Form

[On the Letterhead of the Applicant (Lead Member of Consortium)]

Ref No: Date:

To

Project Director
Project Management Unit, Tuirini SHP,
Power & Electricity Department,
Government of Mizoram.
Kawlphetha Building, MINECO,
Aizawl-796001, Mizoram, India

Subject: Submission of Pre-Qualification Proposal in response to your EOI cum RFP for "Project Management Consultancy for Tuirini Small Hydro Project in the State of Mizoram"

Dear Sir,

1. With reference to your EOI cum RFP Document dated …….., I/we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification proposal for Selection for "Project Management Consultancy for Tuirini Small Hydro Project in the State of Mizoram". The Proposal is unconditional.
2. We are submitting our Proposal as [sole applicant/Consortium] [with] [insert a list with full name and address of other member of consortium].
3. I/We declare that we are not a member of any other Consortium applying for Selection as a Consultant.
4. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form PQ-3.
5. I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the PDD specified in the EOI cum RFP.
6. All information provided in the Proposal is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
7. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

8. 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.
9. I/We declare that:
   a. I/We have examined and have no reservations to the EOI cum RFP Document, including any Addendum issued by the Authority.
   b. I/We do not have any conflict of interest in accordance with the terms of the EOI cum 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 the EOI cum RFP document, in respect of any tender or request for Proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
10. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the EOI cum 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.
11. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with clauses of the EOI cum RFP document.
12. I/We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates 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 Consultancy for the Study or which relates to a grave offence that outrages the moral sense of the community.
13. 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 affiliates.
14. 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 [and/ or the Government of Mizoram] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned study.

15. I/We agree and understand that the Proposal is subject to the provisions of the EOI cum RFP document. In no case, shall I/we have any claim or right if Proposal is not opened or rejected.
16. In the event of my/ our firm being selected as the Consultant, I/we agree to enter into a Contract in accordance with conditions of the EOI cum RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
17. The Pre-qualification, Technical and Financial Proposals are being submitted in hard and Soft copy. This Pre-Qualification Proposal read with the Technical Proposal & Financial Proposal shall constitute the Application which shall be binding on us.
18. We understand you are not bound to accept any Proposal you receive.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the EOI cum RFP Document.

Yours faithfully,

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

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FORM PQ - 2: Particulars of the Applicant

(On the Letterhead of the Applicant)

	State whether applying as Sole Applicant or Lead Member of a consortium:
	State the following- Name of Sole Applicant/Lead Member of Consortium : Legal status : Country of incorporation : Registered address : Year of Incorporation : Year of commencement of business : Principal place of business : Name, designation, address and phone numbers of authorized signatory of Sole Applicant/Lead Member of Consortium Name : Designation Company : Address Phone No. Fax No. E-mail address : Name, designation, address and phone numbers of Key Contact Person of the Sole Applicant/Lead Member of Consortium Name : Designation Company : Address Phone No. Fax No. E-mail address :

| 31

If the Applicant is a consortium, state the following for each of the other Member Firm:

a) Name of the Firm
b) Legal Status and country of incorporation.
c) Registered address and principal place of business
d) Name of key Contact Person
e) Address
f) Phone No.
g) E Mail Address

For the Applicant, (in case of a consortium, for each Member), state the following information:

Provide the office address (es) in India.

- Has the Applicant or any of its associates been ever blacklisted /debarred/terminated/ declared having dissatisfactory performance with any state/central government organization/PSU Organization/bilateral/multilateral funding agencies.

Yes/No.

If answer to the above questions is yes, the Applicant is not eligible for this consultancy assignment

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

Incorporation Certificate/Certificate of Registration of Sole Applicant/all members of Consortium as the case may be, to be enclosed.

FORM PQ - 3: Power of Attorney for Signing of Proposal

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 and presently residing at…....., who

is presently employed with us and holding the position of.....as our true and lawful attorney (hereinafter referred to as the "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 Consultant including but not limited to signing and submission of all applications, Proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to the Project Director, Project Monitoring Unit (PMU), Tuirini SHP, Power & Electricity Department (P&ED), Government of Mizoram (GoM) representing us in all matters before the PMU, Tuirini SHP, P&ED, GoM signing and execution of all contracts and undertakings consequent to acceptance of our Proposal and generally dealing with the PMU, Tuirini PMU, P&ED, GoM in all matters in connection with or relating to or arising out of our Proposal for the said work and/or upon award thereof to us till the entering into of the Contract with PMU, Tuirini SHP, P&ED, GoM.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized 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 Authorized 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..... , 2025.

For .....

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized Accepted

(Signature, name, designation and address of the Attorney)

Notes to Power of Attorney:

I. To be executed by the Lead Member in case of a Consortium.

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

III. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 1000 (one thousand) and duly notarized by a notary public.

IV. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

V. In case the Application is signed by an authorized Director of the Applicant, a certified copy of the Appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

FORM PQ - 4: Format for Letter of Association

1. *(To be forwarded on the letter head of the Consortium Partner*)

Ref. No.: Date:

To

Project Director
Project Management Unit, Tuirini SHP,
Power & Electricity Department,
Government of Mizoram.
Kawlphetha Building, MINECO,
Aizawl-796001, Mizoram, India

Subject: Submission of Pre-Qualification Proposal in response to your EOI cum RFP for "Project Management Consultancy for Tuirini Small Hydro Project in the State of Mizoram"

Dear Sir,

We, the undersigned, are pleased to associate with << **Name and Address of Lead Member**>> for the subject assignment.

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Application) satisfy the terms and conditions laid out in the EOI cum RFP document.

We have agreed that << **Name and Designation of Authorised signatory of Lead Member**>> shall act as our representative/ shall act as the representative of the consortium on its behalf and has been duly authorized to submit the EOI cum RFP further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

We hereby, undertake to be associated for the entire duration of the assignment, and shall be jointly and severally responsible for the execution of this assignment, if selected.

Thanking You,

Yours Faithfully,

(Signature, name, designation and address, email address of authorized signatory of consortium Member)

FORM PQ-5: MINIMUM ELIGIBILITY EXPERIENCE

2. Outline of Similar Project Experience:

Sl. No.	Assignment Name	Client Name	Location	Project Fees (Rs. In Lacs)	Total Project Cost (Rs. In Lacs)	Date of Commencement	Date of Completion	Proof Attached

Kindly attach Project Description Sheet (PDS) as per format given in FORM TECH-2 and Relevant Proofs (For completed Projects - Completion Certificate, For Ongoing Projects - Work Order/LOA/Agreement Copy/Engagement Letter Certificate with Work in Process (WIP) certificate from the client/employer or proof of Fee received certificate from its Statutory Auditor certifying the percentage of fee received for each of the above-mentioned projects.

FORM PQ-6: FINANCIAL CAPACITY OF APPLICANT

(To be enclosed by the Sole Applicant or Lead Member of the Applicant)

Year		2020-21	2021-22	2022-23	2023-24	2024-25	Average
		Rupees in Lacs					
Revenue from Advisory#							
Net Worth#							
		Certificate from the Statutory Auditor This is to certify that..... (name of the Applicant) has received the payments shown above against the respective years on account of Revenue from Advisory Services/Consultancy fees.					

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the Authorized signatory)

• The Applicant should provide the Financial Capability based on its own financial statements. Financial Capability of the Applicant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Applicant.

Applicant to enclose Audited Balance Sheet and Profit & Loss account for last 5 years

Section 4. Technical Proposal - Standard Forms

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	*Page*
TECH-1	Technical Proposal Submission Form.	
TECH-2	Consultant's Organization and Experience	
TECH-2A	A. Consultant's Organization	
TECH-2B	B. Consultant's Experience	
TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
TECH-4	Work Schedule and Planning for Deliverables	
TECH-5	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

All pages of the submitted Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH- 1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

Project Director
Project Management Unit, Tuirini SHP,
Power & Electricity Department,
Government of Mizoram.
Kawlphetha Building, MINECO,
Aizawl-796001, Mizoram, India

Sirs:

We, the undersigned, offer to provide the consulting services for "**Project Management Consultancy Services for Tuirini Small Hydro Project in the state of Mizoram**" in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the EOI CUM RFP:* "We are hereby submitting our Proposal, which includes Technical Proposal" *or, if only a Technical Proposal is invited* "We hereby are submitting our Proposal, which includes this Technical Proposal.*"].*

{OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/ or may be sanctioned by the Client.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

(c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in EOI CUM RFP, and we confirm our understanding of our obligation to abide by the Client's policy in regard to corrupt and fraudulent practices.

(e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by Client or a debarment imposed by the Client in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Client and other departments.

(f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

(g) Except as stated in the Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in this EOI cum RFP.

(h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail: _____

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/ involvement.

6. A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership

7. B - Consultant's Experience

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1. List only previous similar assignments in the last *[*10*]* years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.
3. Experience in state government agencies/department will have additional weightage.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client	Approx. Contract value / Amount paid to your firm	Role on the Assignment

FORM TECH-3

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-3: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

a) Technical Approach and Methodology
b) Work Plan
c) Organization and Staffing}

a) ***Technical Approach and Methodology*** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/ copy the TORs in here.}

b) ***Work Plan*** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) ***Organization and Staffing*** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-4

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

	Deliverables	Months						
		1	2	3	4	.....	n	TOTAL
D-	Monthly Progress Report							
D-	Quarterly Progress Report							

FORM TECH-5

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Designation	Total time-input (in Months)		
			Home	Field	Total
KEY EXPERTS					
K-1					
K-2					
K-3					
SUPPORT STAFF					
N-1					

FORM TECH-5 (CONTINUED)

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

_____

_____

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	**Employing organization and your title/position. Contact in for references**	**Country**	**Summary of activities performed relevant to the Assignment**
[e.g., May 2005present]	[e.g., Ministry of ……, advisor/consultant to… For references: Tel ...../email……; Mr. Hbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

_____

Language Skills (indicate only languages in which you can work): _____

_____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	**Reference to Prior Work/ Assignments that Best Illustrates Capability to Handle the Assigned Tasks**
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Experts contact information: (e-mail……., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Client.

{Day/month/year}

Name of Expert Signature Date

{Day/month/year}

Name of authorized Representative of the Consultant (the same who signs the Proposal) Signature Date

Section 5. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section- 2.

FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-3	Breakdown of Remuneration Component
FIN-4	Breakdown of Reimbursable Component

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

_____

{Location, Date}

To

Project Director
Project Management Unit, Tuirini SHP,
Power & Electricity Department,
Government of Mizoram.
Kawlphetha Building, MINECO,
Aizawl-796001, Mizoram, India

Dear Sir:

We, the undersigned, offer to provide the consulting services for "Project Management Consultancy Services for Tuirini Small Hydro Project in the state of Mizoram" in accordance with your Expression of Interest cum Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)}{Insert amount(s) in words and figures}, *[Insert "including" or "excluding"] of all indirect local taxes in accordance with Clause 24.1 in the EOI cum RFP.* The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 17.4 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: In the capacity of:_____
Address:_____
Email:_____

FORM FIN-2 SUMMARY OF COSTS

Item	In INR
Cost of the Financial Proposal	
Including:	
(1) **Remuneration** (A)	
(2) **Reimbursable** (B)	
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}	
(i) {insert type of tax· e.g., sales tax or GST}	
Total Cost of Financial Proposal (Including Applicable Taxes)	

FORM FIN-3 BREAKDOWN OF REMUNERATION

Details					
No.	**Name**	**Position**	**Person/ month Rate**	**Time Input in Person/Month**	In INR
Key Experts					
K-1			[*Home*]		
			[*Field*]		
Support Staff					
			[*Home*]		
			[*Field*]		
Total Cost of the Remuneration (A)					

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

Sl. No.	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	In INR
1	Communication Cost	Monthly Basis			
2	Local Transportation Cost	Monthly Basis			
				TOTAL REIMBURSIBLE EXPENSES (B)	

Section 6. Terms of Reference

6.1 INTRODUCTION

The 24MW Tuirini Small Hydro Electric Project (SHP) is a proposed hydroelectric scheme located near Sesawng Village, in Aizawl District, Mizoram. The project site lies approximately 66 km from Aizawl, the state capital, and about 236 km from Silchar by road. The scheme is designed as a storage-based hydro power project aimed at harnessing the potential of the Tuirini River to generate clean energy for the state.

Salient Features (As per Approved DPR):

A.	**LOCATION**		
	i)	Country	India
	ii)	River	Tuirini River
	iii)	Main Tuirini Dam	
		Longitude	92^0 -53'-20" E
		Latitude	23^0 -47'-41" N
B.	**HYDROLOGY**		
	i)	Drainage area of the river Tuirini Main Dam Site	344 Km²
	ii)	Average Annual Rain Fall	2160 mm
	iii)	Average Annual Yield	330 Million m³
	iv)	75% Dependable Annual Yield	279 Million m³
	v)	Probable Maximum Flood (PMF)	2060 cumec.
	vi)	Design Flood for diversion (25-year return period)	720 cumec
	vii)	Annual sediment Load	0.3440 MCM/Year
C.	**TUIRINI DAM COMPLEX**		
1.	**Main Dam**		
	i)	Type	Earth fill Dam
	ii)	River bed level	EL 176 m
	iii)	Deepest Foundation Level	EL.166 m
	iv)	Top of dam	EL. 268 m
	v)	Height of dam	92 m
	vi)	Length at top	179.5 m
	vii)	Upstream slope	3.5 H: 1 V
	viii)	Downstream slope	2.5 H : 1 V
	ix)	Top Width	10 m
	x)	Full Reservoir Level	EL.264 m

2.	**Coffer Dam**		
	i)	Type	Earth fill Dam
	ii)	Crest level of Upstream Coffer Dam	EL 211.00 m
	iii)	Free Board of Upstream Coffer Dam	2 m
	iv)	Crest level of downstream Coffer Dam	EL 188.30 m
	v)	Free Board of Downstream Coffer Dam	2.0m
	vi)	Height of U/S Coffer Dam	35.0 m
	vii)	Height of D/S Coffer Dam	12.30 m
3.	**Spillway**		
	i)	Type	Chute Spillway
	ii)	Design flood	2060 Cumecs
	iii)	Crest length	81m
	iv)	Water way	36.5 m (4 bays of 6.5m each)
	v)	Crest level	EL 252.50 m
	vi)	Maximum Water Level (MWL)	EL 264.40 m
	vii)	Length of Approach Channel	64 m
	viii)	Energy Dissipater	Stilling basin
	ix)	Size of Stilling Basin	36.5 (W) x 75(L)
	x)	Type of Gate	Radial
	xi)	No. of Gates	4 No.
	xii)	Gate Size	6.5(W) x 11.5(H)
	xiii)	Truninion level	EL. 255.94 m
	xv)	Gate sill level	EL 252.75 m
4.	**Diversion Tunnel**		
	i)	Number & diameter	1 No- 10 m Ø Circular
	ii)	Length of DT	529 m
	iii)	Inlet level	EL 187 m
	iv)	Out let level	EL 178 m
	v)	Design Discharge	720 Cumec
5.	**Reservoir**		
	i)	Full Reservoir Level (FRL)	264 m
		Reservoir Area	393 Ha
		Gross capacity	103.82 Mm^3
	ii)	Minimum Draw Down Level (MDDL)	EL 218 m
	iii)	Live Storage	86.04 Mm^3
	iv)	Maximum Water Level (MWL)	EL 264 m

	v)	New Zero Elevation after 70 years /100years	EL.201.20 m /EL. 207.76 m
6.	**Power Intake & Gate Shaft**		
	i)	Numbers	1 No.
	ii)	Invert level of Intake	EL.207.0m
	iii)	Center Line of Intake	EL.211.00
	iv)	No. of gates	Two nos. (one service bay + one emergency gate)
	v)	Size of gate	2.38m (W) X 3.0m (H)
7.	**Head Race Tunnel**		
	i)	Number	1 No.
	ii)	Type and diameter	Modified horse shoe shape - 3.0 m diameter.
	iii)	Total Length	2.42 km
	iv)	Centre line at HRT inlet	EL.211.00
	v)	Invert level at inlet	EL.209.50
	vi)	Design Discharge of HRT	28 cumec
8.	**Surge Shaft**		
	i)	Type	Vertical shaft with Restricted Orifice (open to sky)
	ii)	Diameter	8 .0 m
	iii)	Top Level	EL 286 m
	iv)	Surge Shaft Bottom	EL.192 m
	v)	Orifice Diameter	2.0 m Ø
	vi)	Height of Surge shaft	94 m
	vii)	Surge Elevation	
		i) Max Upsurge	EL 277.80 m
		ii) Min. Down surge	EL 201.80 m
9.	**Penstock/Pressure Shaft**		
	i)	Diameter	2.65 m bifurcating into two part (each of 1.70 m diameter)
	ii)	Length	335 m
10.	**Valve Chamber/PPV**		
	i)	Type of Valves	Butterfly valve
	ii)	Diameter	2.65 m
	iii)	Size of Valve Chamber	8m x 15m x 20m (W x H x L)
11.	**Power House**		
	i)	Number & Type	1 No.(Surface Power house)

	ii)	Size	49 m (L) x 29 m (W) X 29 m (H)
	iii)	Installed capacity	24 MW (2X12 MW)
	iv)	Transformer capacity	16 MVA
	v)	Tail Water Level – Max.	148.20 m
	vi)	Normal Tail Water Level – Normal.	143 m
	vii)	Minimum Tail Water Level – min.	142.35 m
12.	**Tail Race Channel**		
	i)	Type & No.	Rectangular – 1 No.
	ii)	Length	19.0 m
	iii)	Invert level at outlet	EL. 142.35 m
13.	**Main Generating Plant**		
13.1	**Turbines**		
	i)	Type of turbines	Francis
	ii)	Rated Output (MW)	12 MW
	iii)	Net rated / design head (m)	100 m
	iv)	Synchronous speed (rpm)	500 r.p.m
	v)	Max. / Min net head (m)	115. m/71.37 m
	vi)	Runner inlet /Discharge dia (m)	1.18 m
	vii)	Efficiency at Rated head & output (%)	95%
	viii)	Specific speed (m-kw)	198.8 m-kW
	ix)	Design discharge	12.83 m^3/s
	x)	Max. Pressure rise (%)	40%
	xi)	Max. Speed rise (%)	40%
	xii)	Type of Draft tube	Cylindrical
13.2	**Main Inlet Valve**		
	i)	No. / Type of valve	2 No. Spherical Valve
	ii)	Diameter (m)	1.8 m
	iii)	Design head (m)	102 m
	iv)	Max. operating flow (m3/sec)	12.83 m^3/s
13.3	**Generator**		
	i)	No. & Type	2 No. each side – Vertical Suspended
	ii)	Rated Output (MW/MVA)	12 MW
	iii)	Max. output (MW/MVA)	13.2 MW /15.53 MVA
	iv)	Short circuit ratio	1.0
	v)	Terminal Voltage (kV)	11 kV
	vi)	Power Factor	0.85

	vii)	Efficiency at Rated full load (%)	98%
	viii)	Stator Diameter (m)	4.35 m
	ix)	Stator Height (m)	2.45 m
	x)	Rotor weight (T)	38 T
	xi)	Generator F.P. System	Water
	xii)	Flywheel effect (T-M2)	100
	xiii)	Inertia constant 'H'	2.2
13.4	**Isolated Phase Bus Duct**		
	i)	Rating (kV/Amp.)	12 kV/4000 A
	ii)	Generator Circuit breaker rating (Amp.)	Not Provided
14.	**H.V. Equipment**		
14.1	**Generator Transformer**		
	i)	No. & Type	2 Nos.- Three Phase
	ii)	Rated capacity (MVA)	16 MVA
	iii)	Voltage Ratio (kV)	11/132/√3 kV
	iv)	Cooling	OFWF
14.2	**H.V. Switchgear**		
	i)	Type	SF6 GIS- Double Bus Bar
	ii)	Voltage Rating (kV)	145 kV
	iii)	No. of GIS bays	5 Bays
15.0	**Mechanical Aux. Systems**		
15.1	**EOT Crane**		
	i)	Nos. & capacity (T) of cranes for PH cavern	1 No. - 50/10 T
15.2	**Drainage / Dewatering / Flood Protection system**		
	i)	No. & capacity of drainage pumps	2 No. - 3.00 m^3/min
	ii)	Time for dewatering	3 hrs
15.3	**Compressed Air System**		
	i)	Type of system for governor and MIV oil pressure vessels	H.P Compressed air
15.4	**Lifts**		
	i)	No. & capacity of lifts in P.H. & Tr. Hall caverns	1 Lift & 8 Person
16.0	**Tuirini H.E Project - Generation**		
	i)	Firm Power	5.73 MW

	ii)	Load Factor	25 %
	iii)	Annual Generation (75% dependable)	50.23 Gwh

6.2 BACKGROUND AND IMPLEMENTATION APPROACH OF THE PROJECT

Implementation of the project has been envisaged through 1 (one) Package in Design and build EPC contract for all Civil, HM works and for Electro-mechanical works as describe below.

Execution of all Civil Works comprising Earth fill Dam including river diversion Tunnel of 10 m diameter and 529 m length, Power Intake, Headrace Tunnel of about 2.4 km length (3.0m dia), Surge Shaft (8.0 m dia), Pressure shaft (2.6m dia), Surface Powerhouse (2 No's Horizontal Francis TG Units), spillway arrangement and Tail race are covered under this package based on the Bill of Quantities and Technical Specifications.

Also, Execution of all Hydro-mechanical Works comprising of sluice gates, Stop log gate including hoisting system for gates; Trash rack including TRCM at Intake entry, Intake main gate & Stop log gate including hoisting system for gates; Steel liner in underground pressure shaft; Draft tube gates at Powerhouse including hoisting system are covered under the Package.

Electromechanical Works covering Turbines, Generators, Transformers, Auxiliaries, Balance of Plant, power & control cables, Outdoor switch yard equipment's. Design, manufacture, supply, transportation, storage, supervision of installation, erection, testing and commissioning of all the mentioned items is also included in the package. The transmission works are excluded.

6.3 MAIN OBJECTIVE OF THE CONSULTANCY SERVICE

The primary objective of the consultancy service is to provide support to the Project Management Unit (PMU), in effectively managing the development and construction of the Tuirini Small Hydro Project (SHP), to ensure that it meets its goals and intended results. This will be achieved by providing high-level project management, monitoring, and technical support. The key activities will include:

- Effective implementation of civil, hydro-mechanical, and electro-mechanical works.
- Effective management of the Project's environmental and social risks and impacts.
- Providing support throughout the project cycle, including that for planning, preparation, procurement, and contract management.
- Monitoring physical and financial progress during execution.
- Ensuring compliance with all agreed fiduciary, safeguard, and environmental procedures required by the Government and the New Development Bank.
- Assisting the PMU in resolving issues that affect implementation.

- Recommending ways to capitalize on opportunities for innovation and efficiency gains, suggesting improved business methods based on the best national and international practices.

Therefore, PMU Tuirini SHP intends to appoint an expert, reputed and experienced Consultant who shall be responsible for the followings:

i. ***Team Provision:*** To provide a team of suitably qualified experts covering all required disciplines for the consultancy period. This includes the deployment of both full-time and part-time (as-needed) resources.

ii. ***Design Review and Bid Preparation:*** To review the engineering details in the Detailed Project Reports (DPRs) and refine the designs for the civil, hydro-mechanical, and electro-mechanical works to prepare them for bidding as per FIDIC contract.

iii. ***Bid Process Management:*** To prepare bidding documents, cost estimates, technical specifications, and bills of quantities; provide technical assistance for all work areas; and assist the PMU in bid evaluation and EPC contract negotiation.

iv. ***Civil Works Oversight:*** To review the EPC Contractor's engineering designs, drawings, work schedules, and methodologies for civil works, and to supervise and monitor the construction.

v. ***Hydro-Mechanical (HM) Works Oversight:*** To review the EPC Contractor's engineering designs, drawings, work schedules, and methodologies for hydro-mechanical works, and to supervise and monitor these works, including factory inspection, testing, and commissioning.

vi. ***Electro-Mechanical (EM) Works Oversight:*** To review the EPC Contractor's engineering designs, drawings, work schedules, and methodologies for electro-mechanical works, and to supervise and monitor these works, including factory inspection, testing, and commissioning.

vii. ***Environmental and social risk management:*** To support the PMU in supervision and implementation of E&S social risk management and mitigation measures

viii. ***Construction Phase Expertise:*** To provide expert assistance to the PMU during construction, including supervision, bill certification, payment recommendations, contract administration, erection, completion, and commissioning of the project.

The detailed scope has been brought out at Para 6.4 under ‘Scope of Services’.

6.4 SCOPE OF WORK/SERVICE

While the consultant is free to evolve its own methodology to deliver the services suiting to the objectives of the assignment, the main tasks will include but not limited to the following:

6.4.1 Review of DPR with related documents and preparation of Bidding documents

i) Review the detail design, drawings, specification and quantity and rates for Civil, Hydro-mechanical and Electro-mechanical components of the DPR and prepare bidding documents.

ii) All designs shall conform to Indian codes and standards, rules and regulations issued by the Government of India/State Government and any relevant regulatory or statutory authority.

iii) In case of non-availability of any provision of Indian code & standards, design should satisfy the relevant provisions of applicable International codes and best practices.

iv) Prepare bidding documents for EPC contract and assist in pre-bid meeting, draft meeting minutes and assist in the preparation/issuance of clarification in response to pre-bid queries to the prospective bidders.

v) Prepare detailed roadmap and provide all necessary details in the evaluation of bids and checking of technical submission including any deviation or value engineering.

vi) Assist in carrying out the technical evaluation of the bids and preparation of the Technical Evaluation reports as per Client/NDB requirement.

vii) Assist in carrying out the Financial Evaluation of the bids and analysis of the bids received and prepare the Evaluation Reports.

viii) Prepare justification statement for the rates quoted in bidding.

ix) Assist in finalization of notice of award/s, carrying out negotiation meeting and signing of the agreement with the selected Contractor/s.

x) The PMC shall incorporate all E&S requirements into the EPC bidding documents and contracts, to ensure full compliance with the NDB ESF and applicable country system requirements. This includes mandating the EPC contractor to develop and implement a comprehensive Construction Environmental and Social Management Plan (CESMP), a Safety Management Plan, and other site-specific plans as necessary.

6.4.2 Monitoring of works and Quality Assurance

Review/Formulate proper Quality Assurance Plan(QAP), construction methodology as per relevant code and international standards and get an approval from the Client. Monitor the various components of works closely at various stages of construction and ensure quality control in accordance with the agreed/approved plan. The scope of PMC includes but not limited to the followings:

i. Responsible for Quality assurance and Technical Auditing of the construction works. Develop forms and procedure to ensure implementation of a proper Quality Assurance System on all activities and aspects of the projects.

ii. Check and recommend sources/quality of materials and review materials/equipment/systems based on inspections, test results/manufacturer's certificate etc.

iii. Ensure Quality Control tests being conducted by the Contractor and review the test results of the samples at an interval agreed in inspection and Test Plan.

iv. Certify quality of work executed for each activity of work for all individual structures/Items.

v. Review and recommend design memo of following Mechanical systems like Turbine, MIV, Cooling water system, Drainage & dewatering systems, Compressed air system, Ventilation system, firefighting systems, oil handling & oil pressure system, EOT, Elevator etc.

vi. Review and recommend design memo of following Electrical systems like Earth mat design, Generator, Transformer, HT/LT Switchgears, Bus duct, DG system, DC system, Cable sizing, Cable schedule, Illumination system, Protection system, SCADA, electrical single line, Auxiliary load calculations, DG sets, CCTV & Surveillance system, Switchyard equipment & power evacuation system etc.

vii. Inspection and Quality Control during manufacturing of HM & EM equipment at Vendor's works.

viii. Review of test report submitted by Vendor based on certificates from suppliers for issue of dispatch clearance.

ix. Witnessing the test as per QAP at Vendor's works & preparation of inspection report for issue of dispatch clearance for TG equipment.

x. Witnessing the test as per QAP at Vendor's works & preparation of inspection report for issue of dispatch clearance for mechanical BOP equipment

xi. Witnessing the test as per QAP at Vendor's works & preparation of inspection report for issue of dispatch clearance for electrical BOP equipment.

xii. Review the Operation & Maintenance manual submitted by the vendor(s).

xiii. Review of the construction methodology submitted by the contractor and recommend to the client.

6.4.3 Project Management and Supervision

Prepare/review Project Management Plan and schedule for the project(civil, electro-mechanical (E&M), and hydro-mechanical (H&M) works and supervise the contractor as per the Plan and Schedule including liaising with the contractor and teams under the Project to ensure that the contract is completed within the time frame.

The Consultant/PMU shall:

i. Have his experts/supervisory engineers posted at site for ensuring proper construction supervision during construction of all project components.

ii. Conduct inspection regularly to ensure quality, quantity, specifications, workmanship and safety procedure by the contractor.

iii. Conduct regular inspection of labours/machineries/equipment's, Contractor work site, plant and facilities to ensure mobilization as per requirements/management plan to complete the project on time and to ensure environmental compliance.

iv. Prepare site report format to monitor implementation progress, contractor performance and adequacy of contractor's supervision.

v. Provide all necessary advice, guidance, assistance in construction methodology and interpretation of drawings.

vi. Provide all necessary advice, guidance, assistance in construction, successful testing and commissioning, initial operation and/performance and guarantee test of the equipment supplied(HM&EM).

vii. Assist in important correspondence with NDB and during Mission visit by NDB.

viii. Assist in resolution of all contractual issues including examination of the contractor's claim for variation/extension or additional compensation etc. and prepare recommendation for approval by the Client.

ix. Check measurement sheets/progress of works & milestone in contractor's bill and certify or recommend payment due to the Contractor.

6.4.4 Innovative element input and capacity building

Assist the Client in revolutionizing Project management using innovative ideas and system which will practically have positive impact on the project and assist and guide the client in using the system for project management and capacity building of the PMU.

6.4.5 Management of Environmental and Social Safeguards Compliance

The PMC shall be responsible for the overall management, monitoring, and enforcement of all Environmental and Social (E&S) safeguards for the project, in line with the NDB Environmental and Social Framework (ESF), and all applicable laws and regulations of the Government of India, State Government, and Mizoram. The scope includes, but is not limited to:

i. Review and Compliance Assurance:

(a) Review the Environmental and Social Impact Assessment (ESIA), management plans and all associated clearances and permits to ensure they are aligned with all policies and have been obtained.

(b) Assist in monitoring and tracking all statutory approvals and clearances required throughout the project lifecycle.

ii. Integration into Contracts and Contractor Management:

(a) Incorporate all E&S requirements into the EPC bidding documents and contracts. This shall mandate the EPC contractor to develop and

implement a comprehensive Construction Environmental and Social Management Plan (CESMP).

(b) The CESMP will serve as the central framework to detail and ensure all necessary measures, including obtaining and maintaining all required EHS permits, enforcing full labour law compliance, establishing a formal grievance redress mechanism, and undertaking any additional mitigation measures for impacts identified during the construction phase.

(c) Where specific site conditions warrant, the CESMP shall also call for the development of site-specific plans to address localized impacts.

(d) Review and approve the EPC contractor's proposed E&S staff and all relevant management plans before the commencement of works.

iii. Oversight of Contractor E&S Performance:

(a) Monitor and ensure the Contractor's strict adherence to all approved E&S plans on site.

(b) Conduct regular, documented E&S site audits and inspections, with the authority to issue non-conformance reports and stop-work orders for critical violations.

(c) Verify the Contractor's compliance with labour laws, occupational health & safety plans, and workers' camp management standards.

iv. Resettlement and Rehabilitation (R&R) Oversight:

(a) Oversee all Resettlement and Rehabilitation (R&R) activities. This includes reviewing the TOR for the R&R agency, developing/updating Resettlement Action Plans (RAPs), monitoring RAP implementation, and monitoring the associated R&R grievance mechanism.

(b) In case of additional impacts owing to design change or other factors during the construction period, update the RAP and ensure implementation of the additional measures.

v. Reporting and Documentation:

(a) Prepare data and compile all necessary documents, reports, and monitoring records related to E&S performance as required by the Client and NDB.

6.4.6 Documentation and Reports

- Prepare and compile monthly/Quarterly/yearly implementation report (physical and Financial). Compile Operation & Maintenance Manual and prepare/review As built report on completion of the project incorporating all the changes in design and drawings as per actual construction.
- Assist the Client in issue of Completion Certificate.
- Prepare MIS report for evaluation of the project implementation as desired by the Client/NDB.
- Prepare Assets register through EPC Contractor.

- Prepare a Certificate of Taking Over the Works by PMU/Department from the contractor for O&M after successful commissioning of the Project.
- Assist the client in preparation and finalisation of semi-annual Environmental and Social project progress reports for submission to NDB.
- Assist the PMU in preparing all E&S disclosures and reports required by the NDB throughout the project lifecycle.

6.5 DELIVERABLES

The consultant shall furnish to PMU, Tuirini SHP all but not limited to the following tentative documents.

i.	Inception Report
ii.	Design Basis/Review/updated Report
iii.	Tender Document for Civil, Hydro-mechanical & Electro-mechanical works completed in all respects (Single EPC Contract)
iv.	Project Planning, Project schedule and Layout
v.	Quality Assurance Plan
vi.	Social and Environmental compliance Reports and documents
vii.	MIS reports to be submitted to NDB
viii.	Detailed Design calculations for all the civil, hydro-mechanical and electro-mechanical works
ix.	All construction drawings including specification and quantities of Material.
x.	Technical report on changes in design/construction during implementation of the project.
xi.	Status reports of the project monthly/quarterly/annually
xii.	Project completion report including As built report

Note:

i) *All software should be MS compatible.*

ii) *The soft copies shall be provided in appropriate and latest Version available in the market.*

iii) *All drawings to be prepared by the consultant shall be on AutoCAD and shall be the property of PMU, Tuirini SHP.*

6.6 TENTATIVE TIME SCHEDULE

Sl.No	*DESCRIPTION OF WORK*	*DURATION (MONTHS)*	*1st Year*	*2nd Year*	*3rd Year*	*4th Year*	*5th Year*
1	**Phase-I** Project Review, Tendering-Evaluation & Award of the Project	06 Months (Before loan signing)					
2	**Phase-II** Construction, Supervision and Monitoring (Civil, Hydro-mechanical, Electro-mechanical works & E&S Management))	60 Months					

6.7 ORGANISATION REQUIREMENTS/KEY EXPERTS

The consultant shall have the following key personnel to provide the required services:

S. No	Position	Educational Qualification	Min. Years of Experience	Specific Experience
i.	Team Leader (48 Months)	Master's degree in Engineering, Finance, Business or related Field	15 +	• Should have experience in Project Management of at least one Hydropower project. • Should have experience in India Based Project • Prior experience as a Team Leader on at least two MDB funded projects.
ii.	Geologist (12 Months)	Master's degree in Geology.	15 +	• Should have experience in geological aspects of at least one hydropower project. • Should have experience in typical Himalayan Geological conditions.
iii.	Structural Engineer (12 Months)	Master's degree in Structural engineering.	15 +	• Should have experience in structural design of hydropower components like Dam, tunnels, intake, penstock & powerhouse etc.

iv.	Hydro Power Expert (12 Months)	Master's degree in Civil Engineering/water resources/Hydraulic engineering.	15 +	• Should have experience in planning & design of Hydropower Projects.
v.	Tunnel Engineer (12 Months)	Master's degree in geotechnical/rock-mechanics or related field.	15 +	• Should have experience in underground tunnel design for hydropower projects or metro tunnel. • Should have experience in tunnel design, construction supervision of tunnel detailed engineering design of tunnels.
vi.	Hydro Mechanical Engineer (12 Months)	Graduate in Civil/Mechanical Engineering withmaster's degree in structural/Geotechnical/ water resources/Hydraulic engineering.	15 +	• Should have experience in design & engineering for HM works such as Gates/Trash rack/penstock etc., • Should have experience in review/approvals of fabrication design/drawings including QA/QC documents. Should have experience in preparation of Tender documents and specifications of Hydro-mechanical package.
vii.	Electromechanical Engineer (12 Months)	Master Degree in Electrical/Mechanical Engineering	15 +	• Should have experience in preparation of Tender documents and specifications of Electro-mechanical package. • Should have experience in review/approvals of fabrication design/drawings including QA/QC documents.
viii	Social Experts (36 Months)	Master degree in appropriate social discipline (Sociology, Anthropology or social work)	15 +	• Should have experience in Social Impact Assessment/management in Hydro power projects, especially on resettlement and rehabilitation, stakeholder engagement, labour management, gender, indigenous peoples and livelihood restoration, • Proven experience in implementing social safeguards standards of the

				IFIs (International Financial Institutions, such as NDB, World Bank Group, or ADB)
ix	Local Social and Stakeholder engagement expert (60 months)	Graduate/master's degree in appropriate social discipline (Sociology, Anthropology or social work)	8 +	• Experience in Social Impact Assessment/Management, covering resettlement, stakeholder engagement, gender, indigenous peoples, and livelihood restoration. • Must possess understanding of Mizo social structures, customs, and language (Candidates from the Mizo ethnic group are preferred) • Practical experience of applying social safeguards on World Bank, ADB, or NDB-funded projects is a significant advantage.
x.	Environmental Experts (36 Months)	Graduate/Master degree in Environmental Engineering/science or Environmental management	15 +	• Should have experience in environmental impact assessment/management in Hydro power projects. • Proven experience in implementing environmental, health and safety safeguards standards of the IFIs (International Financial Institutions, such as NDB, World Bank Group, or ADB)
xi.	Environment, Health and Safety Expert (60 months)	Graduate in Civil/Environmental Engineering or master's in environmental science/industrial safety	15 +	• Experience in implementing EHS plans & CESMP for hydropower projects. • Strong knowledge of national EHS statutes, permit requirements & World Bank/ADB EHS guidelines. • Experience in site safety monitoring & audits, risk assessments, and incident investigation.

xii.	Procurement Expert/Specialist (12 Months)	Graduate/Master degree in finance/commerce.	15 +	• Should have procurement experience in Hydro power projects. • Should have procurement experience in Multilateral financing like World Band/ADB/NDB projects.

Support Staff:

Sl. No.	Position	Nos.	Minimum Requirement
1.	Field Engineer (Civil 3 Nos. 40 Months each) (Electrical – 1 No. 24 Months) (Mechanical – 1 No. 24 Months)	5	Graduate in Civil/Electrical/Mechanical Engineering with minimum of 5 years of consulting experience/Construction Management (having experience in Hydro power sector or under Multilateral Financing are favoured).

Note:

- Age of the key expert proposed should not be more that 65 (sixty-five) years on the last day of submission of the proposal.
- The Authority reserves the right to ask for details regarding the proof of age, qualification, experience and association of the key experts
- The key experts proposed by the Consultant should be available for presentations/discussions/ meetings as and when the Client demands.
- Curriculum Vitae for each key expert to be provided in the proposal with a summary of experiences

In addition, the PMU may ask the PMC to engage any other expert as per requirement and at mutually agreed terms. The payment for additional experts will be paid separately.

6.8 **Duration of Assignment**

The duration of the appointment of the PMC will be initially for five(5) years and extendable based on the good performance of the consultant and based on project requirements.

6.9 **Mode of billing and Payment:**

The Consultant shall submit bill on monthly basis and will be paid in the same manner based on actual deployment at each stage of deliverables at the rates as per the Financial Quote of the consultant and work performed as per deliverables.

6.10 Selection Criteria:

It would be a three stages (3 Cover- Prequalification, Technical and Financial) EOI cum RFP type of bidding with following procedure to be adopted:

- **Method of selection:** The Consultancy firm is to be selected under Quality and Cost Based Selection (QCBS). The Formula for determining the Financial Scores of the entire aforesaid proposal is to be calculated as per the following:

  The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price quoted among all responsive bidder, and "F" the price of the proposal of bidder under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 0.8 i.e. (80%), and

P = 0.2 i.e. (20%)

26. The Final Scores was calculated as per the following formula:

S= St*T%+Sf*P%

Where, S is Combined Final Score.

St is Technical Score.
Sf is Financial Score.

T is weightage given to Technical Score.
P is weightage given to Financial Score.

6.10.1 Performance Security:

The Consultancy Agency shall be required to submit acceptable Fixed Deposit Receipt (FDR) issued from scheduled bank situated within the State of Mizoram for an amount equal to 5% of the accepted consultancy cost towards Performance Security. The validity of the Fixed Deposit Receipt (FDR) shall cover entire duration of the consultancy period plus 6 (six) months. The format of the Fixed Deposit Receipt (FDR) shall be approved by the Employer. The Fixed Deposit Receipt (FDR) shall be released after 6 months of completion of Consultancy Services. If performance of the Consultancy Agency is not found satisfactory this security will be liable to

be forfeited. In addition, the Consultancy Agency shall be liable for action under relevant clauses of the Contract.

6.11 Penalties:

i. In case Consultancy Agency fails to submit deliverables as per the approved work program, the Consultancy Agency shall be liable to pay penalty @0.5% (One half percent) per calendar week of delay subject to maximum of 10%(ten percent) of the contract amount. However, if provision of services is delayed due to the Department, suitable extension of time for completion of services shall be granted upon receipt of express request containing full justification 5 days prior to the delivery date.

ii. If the service of the specified personnel are not made available at proper time or performance of a team member provided by Consultancy Agency is not found acceptable by the Client, the Consultancy Agency shall, under a written instruction citing reasons to remove from the Employer, shall replace that person with a person of equal or better qualification and experience. In case of replacement, the same shall be allowed only upon approval by the Employer and the replacement candidate has to be onboarded within 30 days failing which a deduction to the extent of 5% of such manpower cost shall be imposed.

6.13 Earnest Money Deposit:

a) The bidder shall furnish EMD in the amount of 5 Lacs as part of his bid.

b) The EMD shall be furnished in the form of Bank Draft drawn on Scheduled Bank in India to be acceptable to PMU, Tuirini SHP drawn in favour of 'Project Director, payable at Aizawl, Mizoram

c) Any bid not accompanied by an acceptable EMD shall be rejected outright by the Employer as non-responsive.

d) The EMD of unsuccessful bidders will be returned as promptly as possible, after issuance of LOA.

e) The EMD of the successful Bidder will be returned when the bidder has furnished performance security and signed the agreement.

f) The EMD may be forfeited

1. If the bidder withdraws his bid during the period of bid validity;
2. If the bidder does not accept the correction of his bid price. or
3. In the case of a successful bidder fails within the specified time limit to
   (i) Sign the Agreement
   (ii) Furnish the required performance security

Section 7. Conditions of Contract and Contract Forms

CONTRACT FOR CONSULTANT'S SERVICES
Time-Based

Project Name _____

***[Loan/Grant/Financing]* No._____**

Contract No. _____

between

_____
[Name of the Client]

and

_____
[Name of the Consultant]

Dated: _____

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I. Form of Contract

TIME-BASED

[Text in brackets and/or in italics is for guidance purposes only and should be deleted in the final contract)

This CONTRACT (hereinafter called the "Contract") is made on the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client]* (hereinafter called the "Client") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

*[**Note**: If the Consultant consists of more than one entity, the previous paragraph should be partially amended to read as follows:* "…(hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the Joint Venture) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant").]

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract

   (b) The Special Conditions of Contract;

   (c) The following Appendices: :[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below, next to the title of the Appendix]

Appendix A	Description of Services	
Appendix B	Reporting Requirements & Schedules	
Appendix C	Personnel- Key and Support	
Appendix D	Cost Estimates in Local Currency	
Appendix E	Duties of the Client	
Appendix F	Request for Proposal	
Appendix G	Letter of Award	
Appendix H	Advance payment Guarantee	

If there is any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

   (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

   (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of *[Name of Client]*

_____

[Authorized Representative of the Client-- name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

_____

[Authorized Representative of the Consultant-- name and signature]

*[**Note**: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.*

For and on behalf of each of the members of the Consultant *[insert the name of the Joint Venture]*

[Name of the lead member]

_____

[Authorized Representative on behalf of a Joint Venture]
[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

(a) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(b) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **SCC**, as they may be issued and in force from time to time.

(c) "Client" refers to the *[the implementing or the executing*] agency that signs the Contract for the Services with the Selected Consultant.

(d) A "Consultant" is a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(e) A "Contract" is the legally binding signed written agreement between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions [GCC], the Special Conditions (SCC), and the Appendices).

(f) A "Day" is a working day unless indicated otherwise.

(g) "Effective Date" refers to the date on which this Contract comes into force and effect pursuant to Clause GCC 12.

(h) "Experts" are collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant or Joint Venture (JV) member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

(i) "Foreign Currency" is any currency other than the currency of the Client's country.

(j) "GCC" refers to these General Conditions of Contract.

(k) "Government" refers to the government of the Client's State.

(l) "Joint Venture (JV)" is an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(m) "Key Expert(s)" refers to an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

(n) "Local Currency" is the currency of the Client's country.

(o) "Non-Key Expert(s)" is an individual professional provided by the Consultant or its Sub-Consultant to perform the Services or any part thereof under the Contract.

(p) "Party" refers to the Client or the Consultant, as the case may be, and "Parties" means both of them.

(q) The Special Conditions of Contract (SCC) can amend or supplement.

(r) "Services" refers to the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(s) "Sub-Consultant" is an entity to whom/which the Consultant subcontracts any part of the Services.

(t) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.

2. Relationship between the Parties

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

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

3.2. The Contract has been entered into the State of Mizoram and its validity, Interpretation and legal effect shall be to the exclusive jurisdiction of the courts in Aizawl, Mizoram. No other Jurisdiction shall be applicable.

4. Language

4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

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

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

8.1. In case the Consultant is a JV, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations toward the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9. Authorized Representatives

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

10. Taxes and Duties

10.1 The Consultant, Sub-Consultants and Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law as specified in the SCC. The Consultant, Sub-Consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

11. Corrupt and Fraudulent Practices

11.1 If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause B shall apply as if such expulsion had been made under Sub-Clause 20.1.2. Should any Personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that Personnel shall be removed in accordance with Sub-Clause 34.1.

11.1.1 Definitions For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

i. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Client investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under Clause 26.

Commissions and Fees

11.2 The Client requires the Consultant to disclose any commissions, gratuities, or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

12. Effectiveness of Contract

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

13. Termination of Contract for Failure to Become Effective

13.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than 22 days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

14. Commencement of Services

14.1 The Consultant shall confirm the availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

15. Expiration of Contract

15.1 Unless terminated earlier pursuant to Clause GCC 20 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

16. Entire Agreement

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

17. Modifications or Variations

17.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17.2 In cases of substantial modifications or variations, the prior written consent of the Government of Mizoram may be required.

18. Force Majeure

a. Definition

18.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements. Examples include, but are not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, and lockouts or other industrial action confiscation or any other action by Government agencies.

18.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

18.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

18.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken

all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

18.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

18.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 14 calendar days following its occurrence, providing evidence of the nature and cause the event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

18.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

18.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 OR 49.

19. Suspension

19.1 The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including carrying out of the Services, provided that the notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy the failure within a period not exceeding 30 calendar days after receipt by the Consultant of the notice of suspension.

20. Termination

20. 1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

20.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause occurs. In this case, the Client shall give at least 30 calendar days' written notice of termination to the Consultant for events referred to in (a) to (d); at least 60 calendar days' written notice in case of the event referred to in (e); and at least 5 calendar days' written notice for the event referred to in (f):

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 19;

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members) becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;

(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 calendar days;

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; or

(f) If the Consultant fails to confirm the availability of Key Experts as required in Clause GCC 14.

20.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practices or other integrity violations, in competing for or in executing the Contract, the Client may, after giving 14 calendar days' written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

20.1.3 The Consultant may terminate this Contract, by not less than 30 calendar days' written notice to the Client, in case any of the events specified in paragraphs (a) to (d) of this Clause occurs.

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within 45 calendar days after receiving written notice from the Consultant that the payment is overdue;

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 calendar days;

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1; or

(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within 45 days (or a longer period that the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying the breach.

c. Cessation of Rights and Obligations

20.1.4 Upon termination of this Contract pursuant to Clauses GCC 13 or GCC 20 hereof, or upon expiration of this Contract pursuant to Clause GCC 15, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 23, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 26, and (iv) any right a Party may have under the Applicable Law.

d. Cessation of Services

20.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 20a or GCC 20b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant, the Consultant shall proceed as provided in Clause GCC 29. For equipment and materials furnished by the Client, the Consultant shall refer to Clause GCC 30.

e. Payment upon Termination

20.1.6 Upon termination of this Contract, the Client shall pay the Consultant the following:

(a) remuneration for Services satisfactorily performed prior to the effective date of termination, reimbursable expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43; 44; 45; 46; and

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 20.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

f. Payment upon Termination

20.1.7 If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GCC 20.1.1 or in Clause GCC 20.1.2 hereof has occurred, such Party may, within forty-five days after receipt of notice of termination from the other Party, refer the matter to Clause GCC H hereof, and this Contract shall not be terminated on account of such event

except in accordance with the terms of any resulting arbitral award.

C. OBLIGATIONS OF THE CONSULTANT

21. General

Standard of Performance

21.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

Law Applicable to Services

21.2 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

21.2 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

22. Conflict of Interests

22.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

Consultant Not to Benefit from Commissions, Discounts, etc.

22.1.1 The payment of the Consultant pursuant to GCC F hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 22.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Experts and agents of either of them, similarly shall not receive any additional payment.

22.1.2 If the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works, or services, the Consultant shall comply with the Client's Applicable Procurement Guidelines, and shall at all times exercise this responsibility in the best interests of the Client. Any discounts or commissions obtained by the Consultant in procuring goods, works, or services shall be for the account of the Client.

Consultant and Affiliates Not to Engage in Certain Activities

22.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.

Prohibition of Conflicting Activities

22.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-Consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

Strict Duty to Disclose Conflicting Activities

22.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-Consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of their Client, or that may reasonably be perceived as having this effect. Failure to disclose these situations may lead to the disqualification of the Consultant or the termination of its Contract.

23. Confidentiality

23.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make the recommendations formulated in the course of, or as a result of, the Services public.

24. Liability of the Consultant

24.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

25. Insurance to be Taken out by the Consultant

25.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Client's request, shall provide evidence to the Client showing that the insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 14.

26. Accounting, Inspection and Auditing

26.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-Consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

26.2. The Consultant shall permit and shall cause its Sub-Consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site, assets and/or all accounts and records relating to the performance of the Contract and the selection process to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client. The Consultant's attention is drawn to Clause GCC 11.1.1 which provides, among others, that acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under this Clause GCC 26 constitute an integrity violation subject to contract termination (as well as to a determination of ineligibility under the Client's prevailing sanctions procedure).

27. Consultant's Action Requiring Client's Approval

27.1 The Consultant shall obtain the Client's prior Approval in writing before taking any of the following actions:

i. Any change or addition to the Personnel listed in Appendix C.

ii. Subcontracts: The consultant may subcontract work relating to the Services to an extent and with such Experts and Entities as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the Event that any Sub-Consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Consultant to provide a replacement, with qualification and experience acceptable to the Client, or to resume the performance of the Services itself.

iii. Any other Action that may be specified in the SC.

28. Reporting Obligations

28.1 The Consultant shall submit the reports and documents specified in **Appendix B** to the Client, in the form, in the numbers and within the time periods set forth in the said Appendix. Final Reports shall be delivered in soft(editable in the latest version) copy in addition to the hard copies specified in the said Appendix.

29. Proprietary Rights of the Client in Reports and Records

29.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, drawings, specification, design and other documents and software, or supporting records or materials compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall deliver all such documents to the Client, together with a detailed inventory thereof not later than the date of termination or expiration of this Contract. The Consultant may retain a copy of these documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

29.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and at its discretion the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

30. Equipment, Vehicles and Materials

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

30.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

31. Description and Obligations of Key Experts

31.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix C.**

29.2 If required to comply with the provisions of Clause GCC 21 'Standard of Performance,' adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix C** may be made by the Consultant by a written notice to the Client, provided that (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of these adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 43.1. Any other such adjustments shall only be made with the Client's written approval.

31.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. When payments under this Contract exceed the ceilings set forth in Clause GCC 43.1 the Parties shall sign a Contract amendment.

31.4 The Consultant shall require all Experts and Sub-consultants to observe the highest level of ethical and behavioral standards and shall refrain from any form of bullying, harassment, discrimination and misconduct, including sexual harassment and abuse, and shall, at all

times, behave in a manner that creates an environment free of bullying, harassment, discrimination and misconduct.

32. Replacement of Key Experts

32.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

32.2 Notwithstanding GCC 32.1, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In this case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

33. Approval of Additional Key Experts

33.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within 22 days from the date of receipt of the CVs, the additional Key Experts shall be deemed to have been approved by the Client.

34. Removal of Experts or Sub-Consultants

34.1 If the Client or the Consultant finds that any of the Experts or Sub-Consultant has breached Clause 31.4 or has been charged with having committed a criminal action, or if the Client determines that Consultant's Expert or Sub-consultant has engaged in corrupt, fraudulent, collusive or coercive *[or obstructive]* practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

34.2 In the event that any of Key Experts, Non-Key Experts, or Sub-Consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

34.3 Any replacement of the removed Experts or Sub-Consultants shall possess better qualifications and experience and shall be acceptable to the Client.

35. Replacement/ Removal of Experts – Impact on Payments

35.1 Except if the Client agrees otherwise, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the replacement Experts shall not exceed the remuneration that would have been payable to the Experts replaced or removed.

36. Working Hours, Overtime, Leave, etc.

36.1 Working hours and holidays for Experts are set forth in **Appendix C**. To account for travel time to and from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix C**.

36.2 The Experts shall not be entitled to overtime pay nor to paid sick leave or vacation leave except as specified in **Appendix C**, and the Consultant's remuneration shall be deemed to cover these items. All leaves to be allowed to the Personnel is included in the staff-months of service set forth in **Appendix C**.

34.3 Any leaves taken by Key Experts shall be subject to the prior approval of the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

37. Assistance and Exemptions

37.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

(a) Assist the Consultant with obtaining work permits and other documents as shall be necessary to enable the Consultant to perform the Services.

(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits, and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

(d) Issue all instructions and information to officials, agents and representatives of the Government that may be necessary or appropriate for the prompt and effective implementation of the Services.

(e) Assist the Consultant and the Experts and any Sub-Consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the Applicable Law in the Client's country.

(f) Assist the Consultant, any Sub-Consultants, and their Experts with obtaining the privilege, pursuant to the Applicable Law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

(g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

38. Access to Project Site

38.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site as required to perform the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and Experts in respect of liability for any such damage, unless the damage was caused by the willful default or negligence of the Consultant or any Sub-Consultants or their Experts.

39. Change in the Applicable Law Related to Taxes and Duties

39.1 If, after the date of this Contract, there is any change in the Applicable Law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 43.1.

40. Services, Facilities and Property of the Client

40.1 The Client shall make the services, facilities, and property described in the Terms of Reference (**Appendix E)** available to the Consultant and the Experts, for the purposes of the Services and free of any charge, at the times and in the manner specified in said **Appendix E.**

40.2 In case the services, facilities, and property shall not be made available to the Consultant as and when specified in **Appendix E**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services; (ii) the manner in which the Consultant shall procure any such services, facilities, and property from other sources; and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 43.3.

41. Counterpart Personnel

41.1 The Client shall make such professional and support counterpart personnel available to the Consultant free of charge. These personnel shall be nominated by the Client with the Consultant's advice, if specified in **Appendix E**.

41.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix E**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 43.3.

41.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to adequately perform any work assigned to the member by the Consultant that is consistent with the position occupied by the member, the Consultant may request the replacement of the member, and the Client shall not unreasonably refuse to act upon the request.

42. Payment Obligation

42.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make the payments to the Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

43. Ceiling Amount

43.1 An estimate of the cost of the Services is set forth in **Appendix D** (Remuneration and Other Expenses).

43.2 Payments under this Contract shall not exceed the ceilings in foreign and local currencies specified in the **SCC**.

43.3 For any payments in excess of the ceilings specified in GCC 43.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

44. Remuneration and Other Expenses,

44.1 The Client shall pay the Consultant (i) remuneration determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing and (ii) other reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

44.2 All payments shall be at the rates set forth in **Appendix D**.

44.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, the remuneration shall be fixed for the duration of the Contract.

44.4 The remuneration rates shall cover: (i) salaries and allowances as the Consultant agreed to pay the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix C**, (iii) the Consultant's fee, and (iv) any other items as specified in the **SCC**.

44.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

44.6 Payment for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Service(one hour being equivalent to 1/176th of a Month) and on calendar-day basis for time spent away from office(one day being equivalent to 1/30th of a Month)

45. Currency of Payment

45.1 Any payment under this Contract shall be made in the currency(ies) specified in the **SCC.**

46. Mode of Billing and Payment

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

(a) **Advance payment**. Within the number of days after the Effective Date, the Client provide the Consultant with an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. This guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix H**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until the advance payments have been fully set off.

(b) **Itemized invoices.** As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

(c) The Client shall pay the Consultant's invoices within 60 days after the receipt by the Client of the itemized invoices and supporting documents. Only the portion of the invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

(d) **Final payment.** The final payment under this Clause shall be made only after the final report and a final invoice (identified as such) shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory 90 calendar days after receipt of the final report and final invoice by the Client unless the Client gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice within the 90-calendar day period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts

payable in according to the provisions of this Contract shall be reimbursed by the Consultant to the Client within 30 days after receipt by the Consultant of notice thereof. Any claim by the Client for reimbursement must be made within 12 calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with this clause.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

(f) Payment in respect of remuneration or reimbursable expense, which exceed the cost estimates for these items as set forth in Appendices D may be charged to the respective contingencies or Provisional sum provided if such an expenditure were approved by the Client prior to being incurred.

(g) With the exception of the final payment under (d), payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

G. Fairness and Good Faith

47. Good Faith

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

H. Settlement of Disputes

48. Amicable Settlement

48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GCC 49.1 shall apply.

49. Dispute Resolution

49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably according to Clause 48.1 and 48.2, either Party may be referred to the provisions specified in the **SCC** for settlement**.**

III. Special Conditions of Contract

[Notes in brackets and/or italics are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1(b) and 21.2	**Applicable Law** The Contract shall be construed in accordance with the law of *[India].*
4.1	**Language** The language is **English**
6.1 and 6.2	**Contact Details** Client: **Project Director** **Project Management Unit, Tuirini SHP** **Power & Electricity Department,** **Government of Mizoram.** **Kawlphetha Building, MINECO,** **Aizawl-796001, Mizoram, India**
8.1	**Lead Member of Joint Venture** *[**Note**: If the Consultant consists only of one entity, state "N/A";* *OR* The Lead Member on behalf of the JV is _____ _____ *[insert name of the member]*
9.1	**Authorized Representatives** The Authorized Representatives are: For the Client: *Project Director, PMU, Tuirini SHP, P&ED* For the Consultant: *[insert name, title]*_____

10.1	**<u>Taxes and Duties</u>** The consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. The Client warrants that the clients shall reimburse the Consultant, the Sub Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub Consultants and the Personnel in respect of: a) Any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Government's country), in connection with the carrying out of the Services: b) Any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them. c) Any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client. d) any property brought into the Government's country by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country provided that. 1. The Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country, and. 2. If the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations

	of the Government's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Government's country. a) The client shall reimburse applicable taxes payable in India as per Applicable Law. The consultant shall register itself for service tax with appropriate authority in India & shall provide the registration Number to the client. b) Tax will be deducted at source as per the prevailing Income Tax Rules".
12.1	**Conditions of Effectiveness of Contract** The date of signing of the Contract.
14.1	**Commencement of Services:** The number of days shall be 30 days after the effective date of Contract. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
15.1	**<u>Contract Period</u>** Expiration of Contract: The time period shall be **60 Months** after the effective date of Contract
24.1	**<u>Consultant's Liability</u>** "Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client, shall not be liable to the Client:

	(i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;
25.1	**<u>Insurance Coverage</u>** The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of not less than the total ceiling amount of the Contract (b) Third Party liability insurance, with a minimum coverage of Rs. 5,00,000 for a period of consultancy. I Employer's liability and workers' compensation insurance of the Experts and Sub-Consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
29.2	**<u>Future Use of Documents</u>** The Consultant shall not use the *documents and software* for purposes unrelated to this Contract without the prior written approval of the Client.
34 & 35	**<u>Removal/replacement of experts</u>** Allowed subject to approval by the Client.
44.3	**<u>Price Adjustments</u>** Not Applicable.

45.1	**<u>Currency of Payments</u>** The currency [currencies] of payment shall be the following: *INR*
46.1 (a)	**<u>Advance Payment</u>** Advance payment will be made for mobilization advance to the tune of 10% of the Contract value.
46.1 (e)	**<u>Payment to the Consultant</u>** The consultant shall open account in any of the Schedule Bank at Aizawl, Mizoram for getting payment to the service rendered.
49.1	**<u>Dispute Resolutions</u>** All disputes shall be resolved through mutual discussions between the parties. If such discussion fails to resolve the matter, the dispute shall be submitted to the civil courts having jurisdiction at Aizawl, whose decisions shall be final and binding.

IV. Appendices

APPENDIX A - DESCRIPTION OF SERVICES

Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS - HOURS OF WORK FOR KEY PERSONNEL

Note: List under

C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel to be assigned to work in the Government's country, and staff-months for each.

C-2 Same information as C-1 for Key local Personnel.

C-3 Same as C-1 for Key Personnel to be assigned to work outside the Government's country

C-4 List of approved support staff (if already available); same information with respect to their Personnel as in C-1 through C-3.

List here the hours of work for Key Personnel; travel time to and from the country of the Government for Foreign Personnel (Clause GCC 36.1); entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.

APPENDIX D - COST ESTIMATES IN LOCAL CURRENCY

Note: List hereunder cost estimates in local currency

1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. Reimbursable expenses (items that are not applicable should be deleted; others may be added):

A) Per diem rates for subsistence allowance for Foreign short-term Personnel:

(i) per diem allowance in local currency equivalent to [name agreed foreign currency specified in Clause SCC 43.1 per day, plus estimated totals, for each of the short-term Foreign Personnel (i.e., with less than twelve (12) months consecutive stay in the Client's country) for the first ninety days during which such Personnel shall be in the Client's country.

(ii) per diem allowance in local currency equivalent to [name agreed foreign currency specified in Clause SCC 43.1 per day, plus estimated totals, for each of the short-term Foreign Personnel for each day in excess of ninety (90) days during which such Personnel shall be in the Client's country.

(a) Per diem allowance for each of the long-term Foreign Personnel (twelve (12) months or longer consecutive stay in the Client's country, plus estimated totals.

(c) The cost of local transportation.

The cost of the following locally procured items: office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the Client's country, all if and to the extent required for the purpose of the Services.

1 The cost of equipment, materials and supplies to be procured locally in the Client's country.

2 The local currency cost of any subcontract required for the Services

and approved in writing by the Client.

3 The cost of training of Client's staff in the Client's country, if training is a major component of the assignment, specified as such in the TOR.

4 The cost of such further items not covered in the foregoing but which may be required by the Consultant for the purpose of the Services, as agreed in writing by the Client.

APPENDIX E - DUTIES OF THE CLIENT

Note: List under

F-1 Services, facilities and property to be made available to the Consultant by the Client. Documents: Any relevant document available with the PMU, Tuirini SHP would be shared with the Consultant's team for limited purposes of the assignment.

F-2 Professional and support counterpart personnel to be made available to the Consultant by the Client.

The Power and Electricity Department would create a dedicated Project Team/Unit. The Consultant's Team shall support the PMU, Tuirini SHP and his dedicated Project Team in fulfilment of the tasks assigned.

APPENDIX H: FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 46.1 (a)]

Guarantor Letterhead or SWIFT Identifier Code

Bank Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[insert name and address of Client]*

Date: _____ *[insert date]*

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]*

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ *[insert date]* with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* (_____) *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[insert amount in figures]* (_____) *[insert amount in words]*[1] upon our receipt of the Beneficiary's complying demand supported by the Beneficiary's written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount that the Consultant has filed to repay.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to here must have been received by the Consultant on their account number _____ at _____ *[insert name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client that shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day

_____

of _____ *[month]*, _____ *[year]*,[2] whichever is earlier. Consequently, we must receive any demand for payment under this guarantee at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

_____
[Signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.