

Himachal Pradesh Road and other Infrastructure Development Corporation Limited

State Roads Project, Nirman Bhawan, Nigam Vihar Shimla-171002

Fax: 0177-2620663; Tel: 0177-2620663/2627602 ,E-mail: pdsrp-hp@nic.in

No. HPRIDC/SRP/EE-(CM)/IQCS./ (Vol.-I)/2018-2386 Dated:- 26-11-18

To

The Director,
Public Relations Department,
Himachal Pradesh,
Shimla-171002

Subject: - Request for Publication of Expression of Interest (EOI) for consultancy services for providing Independent Quality Check Squads (IQCS) for all line departments etc engaged in infrastructure development of the Government of Himachal Pradesh.

Sir,

Enclosed please find herewith six copies of Expression of Interest (EOI) for consultancy services for providing Independent Quality Check Squads (IQCS) for all line departments etc engaged in infrastructure development of the Government of Himachal Pradesh along with one soft copy for publication in any two of the following National Leading Daily Newspapers in their all editions which have wider circulation in the country.

The same may please be published on priority **on or before 05/12/2018.**

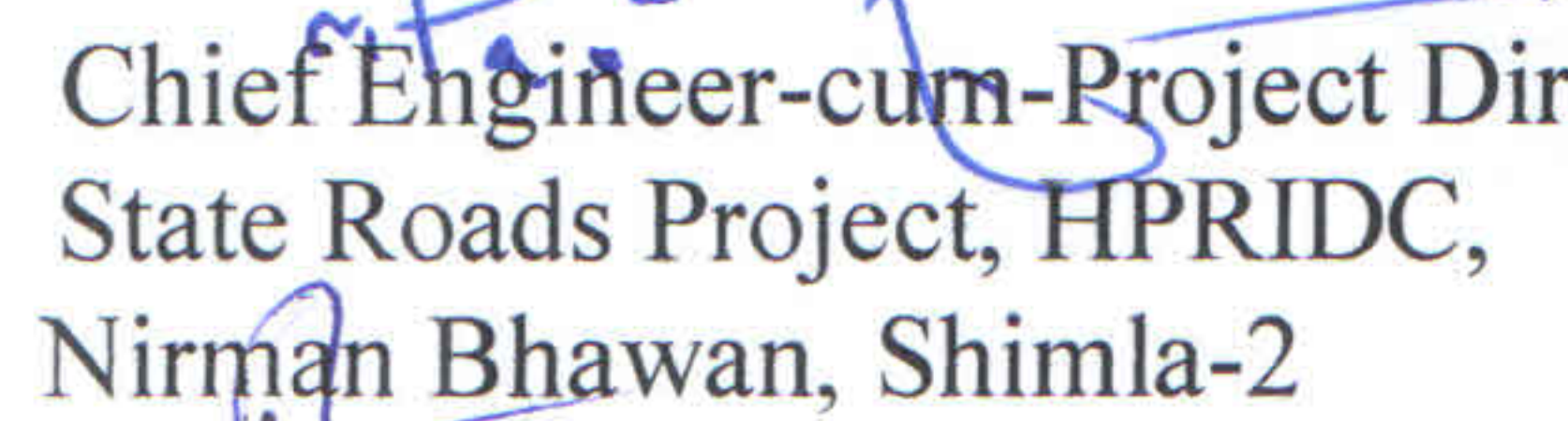
1. THE HINDU
2. HINDUSTAN TIMES
3. THE TIMES OF INDIA
4. THE INDIAN EXPRESS

In addition to above, it is requested to publish the same in the widely circulated regional Hindi Daily newspapers also, on or before the above mentioned date.

It is further requested to kindly send the bills of the publication of subject cited above alongwith copy of release order issued by your office to this office so that the payment may be made accordingly please.

Encl: -As above.

Yours faithfully,


Chief Engineer-cum-Project Director,
State Roads Project, HPRIDC,
Nirman Bhawan, Shimla-2

REQUEST FOR EXPRESSIONS OF INTEREST (CONSULTING SERVICES)

HIMACHAL PRADESH PUBLIC WORKS DEPARTMENT (INDIA)

Assignment Title: Consultancy Services for providing Independent Quality Check Squads (IQCS) for all line departments/corporations and other agencies of the Government of Himachal Pradesh.

There is a huge road network of around 35000 Km. in Himachal Pradesh, comprising of 2017 Km. of National Highways 3864 Km. of Major District Roads and 29000 Km. of Rural Roads. The H.P Public Works Department is responsible for planning, construction, up-gradation, maintenance and overall management of this road network with liberal allocation of funds from the Govt. of India against various schemes like PMGSY, Central Road Fund, EAPs' and also from the State Government. The quality of road works except PMGSY and World Bank funded HP State Road Project, has been a serious concern for the GoHP for quite some time. The ever increasing road accidents, failure of bridge and road works draw public criticism reflecting poorly the image of Govt. of the day. Though there is a separate in-house Quality Control wing in the department headed by a Chief Engineer which is mainly catering for second tier quality assurance for PMGSY works, but due to certain administrative constraints it has no representation at Circle/Division level so as to exercise proper quality control over all major road/building works being executed by the HPPWD. As stated above quality of PMGSY and HPSRP roads is far better as compared to other state works. It is primarily because of the mandatory provision of a Third Tier quality assurance setup for both these Projects.

Similarly there are several other civil/other infrastructure related works being executed by other departments/corporations like IPH, HPSEB, Urban Development, Tourism, Forest, Rural Development & Panchayati Raj Department, HPSIDC etc. There is no central Independent Quality Control Mechanism at the state level to ensure that all such works undertaken by various departments/corporations etc. are executed strictly as per the prescribed quality/standards/norms.

The new dispensation has decided to implement the concept of Independent Quality Control mechanism in the state. Initially it is found prudent to set up Independent Quality Check Squads (IQCS) in the office of the Chief Minister, Himachal Pradesh to infuse an element of fear/surprise in the executing as well as quality control agencies of the respective departments/corporations etc. and sensitize all executing agencies as well as contractors to exercise proper quality control at the site as per relevant IRC/IS codes and specifications.

The Independent Quality Check Squads (IQCS) will be on the lines of 3rd Tier Quality Control Mechanism as being implemented by NRRDA in PMGSY projects. The IQCS would be established in the first instance in the Chief Ministers Office. Later, depending on the load of work and scope of IQCS may be expanded to cover other Zones of the state. The jurisdiction of IQCS would cover all infrastructure Departments of Government of HP including but not limited to PWD, IPH, HPSEB, Urban Development, Tourism, Forest, Rural Development & Panchayati Raj Department, HPSIDC etc.

The consulting services ("the Services") include:-

1. Quality Control Check on all ongoing original civil /other infrastructure related works being executed by various departments/corporations and other agencies of the Government of Himachal Pradesh
2. Quality Control Check on all ongoing Annual Maintenance Plan/Periodic Renewal works, Periodic Maintenance works and OPBMC works being executed by various departments/corporations and other agencies of the Government of Himachal Pradesh.
3. The consultant will develop and implement a web based application similar to the one implemented by NRRDA for PMGSY works including customization, training and hosting etc. The Consultant will also study the existing Quality Control wing of HPPWD and recommend measures for its future strengthening / improvement etc. Any other task assigned by the government within scope of consultancy service.
4. The inspections will be carried out by qualified consultants with satisfactory experience in implementing projects of similar nature and size.
5. If the Consultant is a joint-venture of a qualified international firm and a firm not qualified as such, leadership of the joint-venture will be responsible to provide the key personnel as per the contract.
6. The logistic support in terms of office accommodation, vehicles, telephones etc. will be provided by the HPPWD/GoHP.

The detailed Request for Expression of Interest for the proposed assignment along with scope of work is available on the following websites <http://hppwd.gov.in/> & <http://www.himachalservices.nic.in/hpridc/>

Consultants may associate with other firms to enhance their qualifications, but should indicate clearly whether the association is in the form of a joint venture and/or a sub-consultancy. In the case of a joint venture, all the partners in the joint venture shall be jointly and severally liable for the entire contract, if selected.

A Consultant will be selected in accordance with the QCBS method set out in the Procurement Regulations.

Further information can be obtained at the address below during office hours *i.e. 1000 to 1700 hours Indian Standard Time (IST) on working day.*

Expressions of interest must be delivered in a written form to the address below (in person, or by post) by **05.01.2019 at 1500 hours (IST)**, which shall be opened on the same day at 15.30 hours.

o/c
Chief Engineer-cum-Project Director
State Road Project, HPRIDC
Nirman Bhawan, Nigam Vihar, Shimla-171002(H.P)
Tel:+91-177-2627602
Fax: +91-177-2620663
E-mail: pdsrp-hp@nic.in

Expression of Interest (EoI) for Consultancy Services

**Consultancy Services for providing Independent Quality Check Squads (IQCS) for
all line departments/corporations and other agencies of the Government of
Himachal Pradesh**

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4. The inspections will be carried out by qualified consultants with satisfactory experience in implementing projects of similar nature and size.
5. If the Consultant is a joint-venture of a qualified international firm and a firm not qualified as such, leadership of the joint-venture will be responsible to provide the key personnel as per the contract.
6. The logistic support in terms of office accommodation, vehicles, telephones etc. will be provided by the HPPWD/GoHP.

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Chief Engineer-cum-Project Director
State Road Project, HPRIDC
Nirman Bhawan, Nigam Vihar, Shimla-171002(H.P)
Tel:+91-177-2627602
Fax: +91-177-2620663
E-mail: pdsrp-hp@nic.in

Section-I

Instructions for submission of Expression of Interest:

1.	Consultant shall go through the guidelines given below and section II before preparing EoI proposal.
2.	Consultant who meets short listing criteria given in section II, shall prepare EoI as per the guidelines. If the Consultant feels to submit certain information not covered in the guidelines would be in his interest, he may submit such information
3.	Accomplished Expression of Interest (Application) must be submitted together with a Letter of Intent not later than 15:00 hours (IST) on 05.01.2019 . Documents in support of all qualification information shall be submitted with application. Proposal of EoI with qualification information shall be furnished on/before the due date of submission at the address shown under Para 12 here below.
4.	The Application shall be basis of drawing up a shortlist of eligible consultants who will be invited to submit proposal for services required.
5.	All Applications shall be submitted in English.
6.	Power of attorney (on stamp paper duly notarized) of the person submitting the Expression of Interest on behalf of the Applicant shall be attached. Joint Venture (JV) shall not have more than 3 members. One of the members should be a Lead Member. Please refer Annexure A,B, C & D.
7.	The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture member in another Proposal, if a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
8.	The Application and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Applicant with the Application may be in any other language provided that they are accompanied with translations in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.
9.	HPRIDC reserves the right to reject any Applications, without assigning any reasons thereof.
10.	The Applicant shall provide all the information sought under this REOI Document. HPRIDC would evaluate only those applications that are received in the required format and complete in all respects. Incomplete and / or conditional Applications shall be liable to rejection.
11.	No claims whatsoever will be entertained if submission is not received by due date and time.
12.	<p>The Proposal of EoI must be submitted not later than:</p> <p>Date: 05.01.2019 Time: 15:00 hours (IST)</p> <p>Opening of the EoI Proposal,</p> <p>Procedure of opening shall be:- EoIs will be opened by <i>Chief Engineer-cum-Project Director</i> on below mentioned date and time specified, in presence of members of opening committee and consultants or their authorized representatives who have offered the EoI proposal may choose to remain present. The opening shall take place at:</p> <p><i>Chief Engineer-cum-Project Director</i> <i>State Road Project, HPRIDC</i></p>

	<p><i>Nirman Bhawan, Nigam Vihar, Shimla-171002(H.P)</i> Tel:+91-177-2627602 Fax: +91-177-2620663 E-mail: pdsrp-hp@nic.in Date: 05.01.2019, Time: 15:30 hours (IST)</p>
13.	The Consultant shall submit a signed and complete EoI comprising the documents and forms in accordance with EoI documents.
14.	An authorized representative of the Consultant shall sign the original submission letters in the required format for EoI submission and shall initial all pages. The authorization shall be in the form of a written power of attorney attached to the EoI Proposal.
15.	The signed EoI shall be marked “ ORIGINAL ”, and its two copies marked “ COPY-1 & COPY-2 ” as appropriate. Copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
16.	The original and the copies of the EoI submission shall be placed inside a sealed envelope clearly marked “ EoI PROPOSAL ”, to provide “Consultancy Services for providing Independent Quality Check Squads (IQCS) for all line departments/corporations and other agencies of the Government of Himachal Pradesh.”, reference number, name and address of the Consultant, and with a warning “ Do NOT OPEN UNTIL 05.01.2019, Time: 15:30 hours (IST) ”
17.	The sealed envelopes containing the EoI submission original and copies shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “ DO NOT OPEN BEFORE 05.01.2019, Time: 15:30 hours (IST) ”
18.	If the envelopes and packages with the EoI are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the EoI.
19.	<p>Any submission must be addressed to the following: <i>Chief Engineer-cum-Project Director</i> <i>State Road Project, HPRIDC</i> <i>Nirman Bhawan, Nigam Vihar, Shimla-171002(H.P)</i> Tel:+91-177-2627602 Fax: +91-177-2620663 E-mail: pdsrp-hp@nic.in</p>

Guidelines for Preparation of Expression of Interest	
	Following information shall be submitted using given formats and where no formats are specified, free format can be used.
1.	Complete name of firm, date of establishment and type of organization whether individual, proprietorship, partnership, private limited company, public limited company etc. (Annexure I).
2.	Exact and complete corporate/registered/home office address, business address, telephone numbers, fax numbers, E-mail and cable address. For consultant of foreign registry, indicate if there is any branch office(s) established in India with details in aforesaid manner. Information is to be furnished by sole applicant or members of JV individually (Annexure I).
3.	If present firm is the successor to or outgrowth of one or more predecessor firms, fresh name(s) of former entity (ties) and year(s) of their original establishment with details in aforesaid manner. Information is to be furnished by sole applicant or members of JV individually (Annexure I).
4.	Present a brief narrative description of the firms. Information is to be furnished by sole applicant or members of JV individually (Annexure I).
5.	List of not more than two (2) principals who may be contacted by this Office. Listed principals must be empowered to speak for him or for the firm on policy and contractual matters. Information is to be furnished by sole applicant or members of JV individually. (Annexure I)
6.	Under this item, indicate financial figures from consultancy business for past 5 (five) financial years. (Annexure II)
7.	Organizational strength/Key Personals of consultant and its constituents in case of a JV shall be given. (Annexure III)
8.	Consultant shall have experience of at least at least 10 years in Planning, Construction, Monitoring and supervision on quality of civil /other infrastructure related works alongwith quality checking of Annual Maintenance Plan, Periodic Renewal works, Periodic Maintenance works .(Annexure IV)
9.	As many references from employers as the consultant (for each member in case of JV) may choose shall be submitted.

10.	An undertaking for supply of true information shall be given as per Annexure V .
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Section - II

Short Listing Criteria

A. Annual Turn Over

- (i) Annual turnover of any one of the last five financial years i.e. from 2013 -2014 to 2017-2018 updated to the current financial year shall be more than Rs. 20 crores. In case of JV, the lead member shall have more than Rs. 10 crores of annual turn-over (updated) of any one of the last five financial years. This threshold for each other member of JV shall be more than Rs. 6 crores.
- (ii) For arriving at updated value, turnover of any financial year shall be multiplied by the enhancement/updating factor corresponding to that year given in the **Annexure-II**.

B. Experience

1. Consultant must have as prime consultant successful experience as follows:
 - (a) At least 10 years experience in Planning, Construction, Monitoring and supervision on quality of civil /other infrastructure related works.
 - (b) At least 10 years experience in preparation and quality checking of Annual Maintenance Plan, Periodic Renewal works, Periodic Maintenance works etc.
 - (c) Experience of working in externally aided projects shall be given preference.

C. ORGANISATIONAL STRUCTURE & PERMANENT STAFFING :

- (a) The Consulting firm must have been formed and remained in the similar type of business during the last 10 years.
- (b) At least 5 no. of permanent Key-Staff.
- (c) At least 3 no. of support staff.

Annexure-I

Expression of Interest Form for Consulting Engineering Firm or Joint Venture (To be filled up by each of the constituent in case of a Joint Venture)

1.

Consultant	Date of Establishment	Country	Type of organization			
			Individual	Partnership	Corporation	Other
Name						

2. Corporate/ registered Office/ Business Address/ Telephone Nos./ Cable Address/ email address of consultant and its branch offices for consultant (including members in case of JV).
3. Consultant's former name and year of establishment (including that of members in case of JV).
4. Narrative description of Consultant firms if any (Use other sheet, if necessary).
5. Name of, not more than two (2) principals who may be contacted with title, telephone number/fax number, E-mail address.

Annexure-II

Financial Statement of the last five financial years

Rupees in Crore

Sr. No.	Particulars		2017-18	2016-17	2015-16	2014-15	2013-14
1	Annual turnover from Consulting business	Lead Member					
		Other member(1)					
		Other member(1)					
2	Net Profit	Lead Member					
		Other member(1)					
		Other member(1)					

Notes:

- i. Values should be duly certified by Statutory Auditors body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the State concerned.
- ii. Audited financial statements of last five years ending 2017-18 be also submitted with the REoI by the consulting firms. The amount shall be stated in Indian Rupees (INR).
- iii. For the purpose of short listing, conversion to Indian Rupees shall be based average of the buying and selling rates of Reserve Bank of India as on the EoI Proposal submission date.
- iv. In case the exchange rate for any currency is not available as per the provision of this section, then HPRIDC reserves the right to use the rate available from an alternative source at its sole discretion.
- v. Enhancement/Updating Factor:-

Sr. No.	Year	Enhancement/ Updating factor
1	2017-18	1.0
2	2016-17	1.1
3	2015-16	1.21
4	2014-15	1.2221

5	2013-14	1.34431
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Annexure-III

Organizational strength/Key Personals:

QUALITY CONTROL TEAM					
Sr. NO.	Specialisation	Number required	Name	Name of firm	Experience
1.	Team Leader Cum Quality Coordinator	1			
2.	Civil Engineer (with specialization in quality & material engineering)	1			
3.	Electrical Engineer	1			
4.	Mechanical Engineer	1			
5.	Irrigation and Public Health Engineer	1			
Support Staff Structure					
1.	Office Manager-cum-Data Entry Operator	1			
2.	Technical Assistant	1			

3.	Office Boy	1			
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Annexure-IV

Details of Experience :

SR. NO.	Name of Project

Note: only those assignments shall be considered for which consultant has provided services as lead member in case that work is done by a JV.

Each assignment shall be supported by following details:-

Name of Overall assignment: _____
 Location of Overall assignment: _____
 Owner's Name and Address: _____
 Completion (Actual/Estimated
 vis-à-vis Stipulated): _____
 Description of assignment: _____
 Description of Services provided
 by the firm: _____

Authorized Signatory
 Name of Client

Annexure-V

Undertaking

I certify that the information in the above Expression of Interest forms is true to the best of my knowledge. I also understand that any misleading or wrong information will disqualify this application straightway.

Scope of Work

- 1) The HPPWD headed by the Engineer-in Chief, in its role as "Employer", will arrange a Consultancy firm through HPRIDC to undertake Quality Control and Assurance of the civil works carried out by all line departments/corporations and other agencies of the Government of Himachal Pradesh. The Consultant will appoint an individual of specified qualification and experience to act as the "Team Leader" as defined in the contract documents.
- 1) The Consultant will deploy a Quality Check Flying Squad headed by a Team Leader in the office of the Chief Minister of Himachal Pradesh. A qualified Civil Engineer, Mechanical Engineer, Electrical Engineer and Irrigation and Public Health Engineer will also be a part of the Quality Control Squad in the office of Chief Minister Himachal Pradesh along with the support staff.
- 2) Inspection team will comprise of highly qualified and experienced experts, who can carry out all the routine Quality Control and Assurance duties as a fully competent and independent unit.
- 3) The Consultant will be required to carry regular inspections of all civil/other infrastructure works being executed by the various departments/corporations and other agencies of the Government of Himachal like HPPWD , IPH, HPSEB, Urban Development, Tourism, Forest, Rural Development& Panchayat Raj Department, HPSIDC etc, conduct all necessary field/lab tests as per the applicable IRC/IS specifications/guidelines/other relevant codes/guidelines through NABL accredited laboratories, record and maintain test results in the prescribed Quality Control Registers and accordingly suggest further course of action regarding rejection/improvement of work. The lab charges will be reimbursed to the consultant as per the approved rates.
- 4) The firm will evolve a quality control manual/hand book for civil works being executed by the HPPWD and provide sufficient number of copies to the client for its distribution up to the level of Junior Engineer/designated personals for successful implementation of the 3rd party quality control mechanism similar to one adopted by the NRRDA.
- 5) The Consultant will study the existing Quality Control and Design wing of the HPPWD department headed by a Chief Engineer, its mandate, organization structure at grass root level and its deficiencies. He/she will prepare and submit a detailed report as to how this wing can take over the duties and responsibilities of an independent Quality Control Consultant for the Public Works Department immediately after the completion of this consultancy contract.
- 6) The Consultant will develop and implement a web-based application for implementation of a robust Quality Assurance system for HPPWD similar to the one developed by NRRDA and/ or provide desired technical assistance to the department to customize and transfer the

IT application developed by the NRRDA to HPPWD including its hosting in HPDIT server and training to the PWD engineers at Zonal levels.

- 7) The IQCS would be established in the first instance in the Chief Ministers Office. Later, depending on the load of work and scope of IQCS may be expanded to cover other Zones of the state. The jurisdiction of IQCS would cover all infrastructure Departments of Government of HP including but not limited to PWD,IPH, HPSEB, Urban Development, Tourism, Forest, Rural Development& Panchayat Raj Department, HPSIDC etc.

Format of Power of Attorney for Authorized Representative

Know all men by these presents, We,(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Msson / daughter / wife and presently residing at ... who is presently employed with / retained by us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub- delegate to any person, 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 for the {Consultancy assignment name} , being taken by _____, Government of H.P. (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said assignment and / or upon award thereof to us till the entering into of the Contract with the Authority. And, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

For ...

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

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

Notes:

1. 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 executant(s) and

when it is so required the same should be under common seal affixed in accordance with the required procedure.

- 2. 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.*
- 3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

Format of Joint Bidding Agreement (in case of JV /Consortium)
(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of.....20...

AMONGST

1. [•], (a company incorporated under the Companies Act, 1956/ 2013 and having its registered office at] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. [•], (a company incorporated under the Companies Act, 1956/ 2013 and having its registered office at]..... (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. [•], [a company incorporated under the Companies Act, 1956/ 2013 and having its registered office at]..... (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the [FIRST, SECOND AND THIRD] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

- A. _____, having its head office at _____, India (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the Applications") by its Request for Expression of Interest.... dated(the "REoI") for appointment for the Sagarmala Programme for the {Project name}. (the "Consultancy").
- B. The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the REoI and other relevant documents in respect of the Consultancy, and
- C. It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Request for Expression of Interest (REoI).

2. Consortium

- a. The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the Consultancy.
- b. The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services ("Contract") with the Authority and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
- b. Party of the Second Part shall be [•]; and
- c. Party of the Third Part shall be [•].

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the REoI and the Contract, for the performance of the Contract.

6. Member in Charge or Lead Member

Without prejudice to the joint and several liabilities of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge I Lead Member and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:

- a. any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
- b. consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;

- c. any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party;
or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Authorised Representation

The parties agree that, who is employed with the member in charge, or his/her nominee shall be the authorized representative of the consortium, to do on behalf of the Consortium, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of the Consortium's proposal for and the Consultancy including but not limited to signing and submission of all applications, proposals and other documents, participating in pre-bid and other conferences and providing information/responses to the authority, representing the consortium in all matters before the authority, signing and execution of all contracts and undertakings consequent to acceptance of the Consortium's proposal and generally dealing with the Authority in all matters in connection with or relating or arising out of the Consultancy.

9. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.

10. Miscellaneous

- a. This Joint Bidding Agreement shall be governed by laws of India. b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of MEMBER IN CHARGE	SIGNED, SEALED AND DELIVERED
by:	SECOND PART
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

Notes:

- i. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

- ii. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
- iii. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

Format of Power of Attorney for Lead Member of JV / Consortium
(To be executed by all members of the Consortium)

Whereas the _____ (the "Authority") has invited proposals from applicants for appointment as Consultant for _____ the "Consultancy").

Whereas, ... and..... (collectively the "JV/ Consortium") being Members of the JV / Consortium are interested in bidding for the Consultancy in accordance with the terms and conditions of the REoI and other relevant documents in respect of the Consultancy, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Member in Charge with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Consultancy and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, [name of Party] having our registered office at [registered address], M/s. [name of Party], having our registered office at [registered address], and M/s. [name of Party], having our registered office at [registered address], (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s [name of Member Incharge], having its registered office at [registered address], being one of the Members of the Consortium, as the Member In-charge and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the REoI and bidding process and, in the event the Consortium is awarded the Contract, during the performance of the services related to the Consultancy, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Consultancy, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Acceptance, participate in bidders' and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and / or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Consultancy and / or upon award thereof until the Contract is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Consortium.

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

For
(Signature Name & Title)

For
(Signature, Name & Title)

For

(Signature, Name & Title)

(Executants) (To be executed by all the Members of the Consortium) Witnesses:

1.

2.

Notes:

- *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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *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.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*
- *In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by the Lead Member.*