

**LAND REVENUE & SETTLEMENT DEPARTMENT
GOVT OF MIZORAM**

SELECTION OF CONSULTANTS

Request for Proposal

**“Consultancy Services for assisting, Supporting
and monitoring- Project Management to
Implement Comprehensive Integrated GIS based
system for Maintenance and Management of
land records in Mizoram”**

Open Tender No. G. 28015/1/2021-DTE(REV) PLAN DT. 12.08.2022

(Single Stage Two-Envelope Bidding Process)

Request for Proposal for

Consultancy Services for assisting, Supporting and monitoring - Project Management to Implement Comprehensive Integrated GIS based system for Maintenance and Management of land records in Mizoram

Quality and Cost Based Selection (QCBS)

Key Dates

Date of Release of RFP/ NIT	12.08.2022
Last Date of Submission	02.09.2022, 12:00 PM
Bid Opening Date	02.09.2022, 2:00 PM
Earnest Money Deposit (EMD)	NA
Cost of Bid Document	Nil

Regd. Office: Directorate of Land Revenue & Settlement, Khatla, Aizawl, Mizoram, Pin – 796001

SUMMARY

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Request for Proposals (RFP) Notice

This Section includes Request for Proposals.

Section 2: Eligibility Requirements

This Section contains information regarding specific eligibility requirements applicable for prospective consultants to be considered for further evaluation of their proposal.

Section 3: Instructions to Consultants and Data Sheet

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Data Sheet” contains information specific to selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information. This Section provides information to help prospective consultants prepare their proposals. Information is also provided on the method of selection, qualification requirement, submission, opening and evaluation of proposals, contract discussions and award of contract.

Section 4: Technical Proposal – Forms

This Section includes the forms for Technical Proposal that are to be completed by the prospective consultants and submitted in accordance with the requirements of Section 3.

Section 5: Financial Proposal – Forms

This Section includes the financial forms that are to be completed by the prospective consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 3.

Section 6: Terms of Reference (TOR)

This Section describes the scope of services and tasks required to implement the assignment, and relevant background information, and lists the expected deliverables wherever applicable.

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 7: Standard Forms of Contract

This Section includes standard contract forms. It includes General Conditions of Contract (“GCC”) and Special Conditions of Contract (“SCC”). The SCC include clauses specific to this contract to supplement the General Conditions.

PART III – NOTIFICATION OF AWARD

Section 8: Notification Award

This Section includes the form used to notify Award of the Contract to the successful Consultant.

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PART I

SELECTION PROCEDURES AND REQUIREMENTS

Section 1. Request for Proposal Notice

“Consultancy Services for assisting, Supporting and monitoring - Project Management to Implement Comprehensive Integrated GIS based system for Maintenance and Management of land records in Mizoram”

PROCUREMENT NOTICE (Single Stage Two-Envelope Bidding Process)

Contract Title: “Consultancy Services for assisting, Supporting and monitoring - Project Management to Implement Comprehensive Integrated GIS based system for Maintenance and Management of land records in Mizoram”.

Request for Proposal (RFP) Notice Inviting Tender (NIT) No.G.28015/01/2021-DTE(REV)PLAN

Issued on: Dt.12.08.2022

1. Land Revenue & Settlement Department, Mizoram invites sealed tender for providing “Consultancy Services for assisting, Supporting and monitoring - Project Management to Implement Comprehensive Integrated GIS based system for Maintenance and Management of land records in Mizoram”. Consultants are advised to note the clauses on Eligibility Requirements in Section-2 & Qualification Requirements and Evaluation Criteria in Section-3 of the RFP documents for evaluation of Proposals.
2. Bidding for selection of consultant will be conducted through open tender.
3. The bidding shall be conducted under Single Stage Two-Envelope Bidding process as specified in Section 3.
4. Under the Single Stage Two-Envelope Bidding process, the Consultant shall not quote, disclose or submit its price in the Technical Proposal (First Envelope) or in any other manner, whatsoever, except as part of the Financial Proposal (Second Envelope). In case of any non-compliance in this regard, the Proposal shall be out-rightly / summarily rejected.
5. An incomplete and/or ambiguous and/or conditional Proposal and/or Proposal submitted late is liable to be ignored/ summarily rejected.
6. Proposal must be submitted offline only to the department but the tender document would be available online.

7. Salient details pertaining to this RFP Notice including submission and opening of proposal, bid security, address for communication, etc., are given in the next page.
8. If LAND REVENUE & SETTLEMENT DEPARTMENT office happens to be closed on the specified date of opening of the Proposals, the Proposals/ bids will be opened on the next working day at the same time and venue or as may be notified by LAND REVENUE & SETTLEMENT DEPARTMENT.
9. Other details can be seen in the RFP document.

TABLE- SALIENT DETAILS OF RFP NOTICE

RFP/NIT No.	No. G. 28015/1/2021-DTE(REV) PLAN
Contract Title for the Procurement	Consultancy Services for assisting, Supporting and monitoring - Project Management to Implement Comprehensive Integrated GIS based system for Maintenance and Management of land records in Mizoram
Mode of Procurement/Bidding	Open Tender
Date of Release of Request for Proposals	12.08.2022
Last date of Proposal/ Bid Submission	02.09.2022
Date of Opening of Technical Bid	02.09.2022
Date of Opening of Financial Bid	05.09.2022
Location of Submission/ Opening of Proposals, as applicable	Directorate of Land Revenue & Settlement, Khatla, Aizawl, Mizoram, Pin – 796001
Type of Procurement	Consulting Services
EMD/ Bid Security	Not Applicable. However, Bid Securing Declaration to be submitted as specified in Section 4. Exemption under MSME may be claimed under Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012
Performance Security	NIL
Bid Validity period	120 days from date of Opening of Technical Proposals
Time period for engagement of consultant	The engagement shall be for a period of 2 years from the Effective Date of Contract or completion of project/work, whichever is earlier.
Address for Correspondence	Directorate of Land Revenue & Settlement, Khatla, Aizawl, Mizoram, Pin – 796001
Contact Details of Tendering Support Team:	Director, Land Revenue & Settlement Dept Contact No: 9436141199 (M)/ 0389-2322469(0)

Section 2. Eligibility Requirements

Technical Proposals shall be evaluated as per ITC 21, inter alia, based on their responsiveness to and Consultant's compliance with the Eligibility Requirements specified herein below:

1. Only professional Consultants, legally established in India to offer consulting services are eligible to bid (submit their Proposal in response to RFP). The Consultant should be a registered entity in India. (*Self-Attested Copy of Certificate of Registration, documentary evidence of GST registration, Income Tax Registration Number (PAN) to be enclosed with Technical Proposal*).
2. As an exception to the foregoing Clause 1 above:
 - a) **Sanctions:** Consultants blacklisted by Land Revenue & Settlement Department or any of its subsidiary/ CPSEs or any of its subsidiary / Government of India/ Ministry Rural Development / any Regulatory Authority or any Government entity, as on the date of submission of Proposal, are not eligible to bid.
 - b) **Prohibitions:** Firms and individuals of a country or goods/ services manufactured/ produced in a country shall be ineligible if so, indicated in this Section 2 and, if as a matter of law or official regulations, the Government of India prohibits commercial relations with that country.
 - c) **Restriction for Public Employees:** Serving Government officials and civil servants are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:
 - i. the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
 - ii. their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Government.
3. To be eligible to bid, the Consultants must ensure compliance to the following, failing which they shall not be eligible:

Restrictions under Rule 144 (xi) of GFR 2017: Restrictions on procurement from a bidder of a country which shares a land border with India

- I. *Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority.*
- II. *"Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.*
- III. *"Bidder from a country which shares a land border with India" for the purpose of this Order/ Rule means: -*
 - a. *An entity incorporated, established, or registered in such a country; or*

- b. *A subsidiary of an entity incorporated, established, or registered in such a country.*
or
 - c. *An entity substantially controlled through entities incorporated, established, or registered in such a country; or*
 - d. *An entity whose beneficial owner is situated in such a country; or*
 - e. *An Indian (or other) agent of such an entity; or*
 - f. *A natural person who is a citizen of such a country; or*
 - g. *A consortium or joint venture where any member of the consortium or joint venture falls under any of the above*
- IV. *The beneficial owner for the purpose of (iii) above will be as under:*
- 1. *In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—*
 - a. *"Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.*
 - b. *"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.*
 - 2. *In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.*
 - 3. *In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.*
 - 4. *Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.*
 - 5. *In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.*
- V. *An Agent is a person employed to do any act for another, or to represent another in dealings with third person.*
- VI. *The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.*

Section 3. Instructions to Consultants and Data Sheet

Instructions to Consultants

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 Law”** means the laws and any other instruments having the force of law in India, as may be issued and in force from time to time.
- (c) **“LAND REVENUE & SETTLEMENT DEPARTMENT”** means Land Revenue & Settlement Department, Mizoram which signs the Contract for the Services with the selected Consultant and includes its various divisions/ offices, as briefly described in **Data Sheet**.
- (d) **LAND REVENUE & SETTLEMENT DEPARTMENT Personnel”** is as defined in Clause GCC 1.1 (c).
- (e) **“Consultant”** means a legally established professional consulting firm or an entity that may provide or provides the Services to LAND REVENUE & SETTLEMENT DEPARTMENT under the Contract.
- (f) **“Contract”** means a legally binding written agreement signed between LAND REVENUE & SETTLEMENT DEPARTMENT and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (g) **“Data Sheet”** means an integral part of the Instructions to Consultants (ITC) Section 3 that is used to reflect specific assignment issues and conditions to supplement the provisions of ITC.
- (h) **“Day”** means a calendar day, unless otherwise specified as **“Business Day”**. A Business Day is any day that is an official working day of LAND REVENUE & SETTLEMENT DEPARTMENT. It excludes LAND REVENUE & SETTLEMENT DEPARTMENT’s official public holidays.
- (i) **Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s) (if bidding by Joint Venture is permitted). **“Government”** means the government of India, State Government or Local Government as applicable.
- (j) **“in writing”** means communicated in written form (e.g., by mail, e-mail, fax, including that Land registration and settlement system used by LAND REVENUE & SETTLEMENT DEPARTMENT).

2. Introduction

2.1 LAND REVENUE & SETTLEMENT DEPARTMENT intends to select a consultant from those who submit their Proposal in response to the Request for Proposals (RFP), in accordance with the **method of selection** specified in the **Data Sheet**.

2.2 The Consultants are invited to submit their Proposal comprising a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for evaluation and holding discussions, if required, and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local/ field conditions, domain study 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.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding LAND REVENUE & SETTLEMENT DEPARTMENT'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 LAND REVENUE & SETTLEMENT DEPARTMENT any situation of actual or potential conflict that impacts its capacity to serve the best interest of its LAND REVENUE & SETTLEMENT DEPARTMENT. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by LAND REVENUE & SETTLEMENT DEPARTMENT.

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

- a. Conflicting Activities** (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by LAND REVENUE & SETTLEMENT DEPARTMENT 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.
- b. Conflicting Assignments** (ii) 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 conflict with another assignment of the Consultant for LAND REVENUE & SETTLEMENT DEPARTMENT.
- c. Conflicting Relationships** (iii) Relationship with LAND REVENUE & SETTLEMENT DEPARTMENT's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of LAND REVENUE & SETTLEMENT DEPARTMENT or its subsidiaries/ affiliates who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference 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 LAND REVENUE & SETTLEMENT DEPARTMENT throughout the selection process and the execution of the Contract.
- 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, LAND REVENUE & SETTLEMENT DEPARTMENT has made available to all Consultants together with this RFP all information available with it in that respect.
- 5. Fraud and Corruption** 5.1 LAND REVENUE & SETTLEMENT DEPARTMENT requires compliance with the Anti-Corruption Guidelines/ Laws in force of the relevant Government/ its instrumentalities/ LAND REVENUE & SETTLEMENT DEPARTMENT.

6. Eligibility and Qualification Requirements

(a) Eligibility Requirements

6.1 The eligibility requirements for submission of Proposals against the RFP are given in **Section 2**. Proposals, if any, from consultants not complying with the same shall be outrightly rejected and shall not be considered for evaluation.

(b) Qualification Requirements

6.2 The Qualification Requirements for Consultants are given in **Data Sheet**. Proposals submitted by the Consultants shall be evaluated to ascertain their compliance with Qualification Requirements, based on the details/ information/ documentary evidence pertaining to the same to be submitted in the Technical Proposal, as specified in ITC. A Proposal shall be rejected if the Consultant submitting the Proposal, fails to meet the Qualification Requirements. Proposals submitted by those Consultants who meet the Qualification Requirement shall be shortlisted for further evaluation of their Proposal

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the 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 LAND REVENUE & SETTLEMENT DEPARTMENT shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. LAND REVENUE & SETTLEMENT DEPARTMENT 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 LAND REVENUE & SETTLEMENT DEPARTMENT, shall be written in English language.

10. Documents Comprising the Proposal

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

10.2 If specified in the Data Sheet, the Consultant shall submit duly signed Integrity Pact with its Technical Proposal, inter alia, to observe, in competing for and executing a contract, laws in force in India against fraud and corruption (including bribery).

11. Only One Proposal

11.1 The Consultant shall submit only one Proposal in its own. If a Consultant 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 and if stated in the **Data Sheet**

12. Proposal Validity & Bid Securing Declaration

12.1 Proposals shall remain valid until the date specified in the **Data Sheet** or any extended date if amended by LAND REVENUE & SETTLEMENT DEPARTMENT in accordance with ITC 13.1.

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. The Consultant shall, accordingly, submit a **Bid Securing Declaration** along with its Technical Proposal, if so, specified in the **Data Sheet**. 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 his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions by LAND REVENUE & SETTLEMENT DEPARTMENT.

a. Extension of Proposal Validity

12.3 LAND REVENUE & SETTLEMENT DEPARTMENT will make its best effort to complete the discussions if required and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, LAND REVENUE & SETTLEMENT DEPARTMENT may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.4 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.6.

12.5 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.6 If any of the Key Expert becomes unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to LAND REVENUE & SETTLEMENT DEPARTMENT together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert, and on applying the evaluation criteria, sub-criteria and point system mentioned in ITC 21.1 (d) in the Data Sheet, as applicable for that category of Key Expert, the substitute Key Expert must secure, technical evaluation score equal to or better than that of the original Key Expert and must be acceptable to LAND REVENUE & SETTLEMENT DEPARTMENT. The technical evaluation score to be considered for evaluation of the Proposal, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.7 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if substitute Key Expert or the provided reasons for the replacement or justification are unacceptable to LAND REVENUE & SETTLEMENT DEPARTMENT, such Proposal will be rejected.

c. Sub-Contracting

12.8 Subcontracting shall not be allowed. However, for some specialized services, PMC may subcontract part of the services, valued at not more than 25% of the value of the contract, with prior written permission of LAND REVENUE & SETTLEMENT DEPARTMENT.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the 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 LAND REVENUE & SETTLEMENT DEPARTMENT's address indicated in the **Data Sheet**. LAND REVENUE & SETTLEMENT DEPARTMENT will respond in writing, or by standard electronic means, including posting it on website. Should LAND REVENUE & SETTLEMENT DEPARTMENT deem it necessary to amend the 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, LAND REVENUE & SETTLEMENT DEPARTMENT may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment will be binding on all the Consultants who submit their Proposal.

13.1.2 If the amendment is substantial, LAND REVENUE & SETTLEMENT DEPARTMENT may extend the proposal submission deadline to give the 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 LAND REVENUE & SETTLEMENT DEPARTMENT may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month)

14.1.2 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**.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Forms provided in **Section 4** of the RFP and shall comprise the documents listed in the **Data Sheet**. 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.

Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Forms provided in **Section 5** of the RFP. The remuneration rates and charges for the Experts shall be quoted as indicated in the **Data Sheet**.

16.2 The remuneration rates and charges shall be inclusive of all costs and shall interalia cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Key- Experts/ non-Key Experts, if any, identified separately in Section 5 and Section 6, as well as factors for social charges/ allowances and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads but shall be considered inclusive in profit), (ii) the cost of backstopping by home office staff and/ or any non-Key Experts, if any, other than those identified separately in Section 5 and Section 6 , (iii) the Consultant's profit, (iv) all taxes, duties and levies whatsoever except those reimbursable/ payable by LAND REVENUE & SETTLEMENT DEPARTMENT as per ITC 16.4, and (v) any other items as may be applicable but excluding reimbursable expenses as indicated in the **Data Sheet**.

a. Price Adjustment

16.3 For the assignment, a price adjustment provision for inflation for remuneration applies if so, stated in the **Data Sheet**.

b. Taxes

16.4 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract.

c. Currency of Proposal	16.5 The Consultant is required to express the price for its Services in Indian Rupee only, failing which the proposal is liable to be rejected.
d. Currency of Payment	16.6 Payment under the Contract shall be made in the currency of the Proposal.

C. Submission, Opening and Evaluation

- 17. Submission of Proposals**
- 17.1 The Consultant shall submit and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal) through offline except if and to the extent otherwise specified in the **Data Sheet**. No electronic submission procedure specified in the RFP Notice and **Data Sheet** shall be applicable.
- 17.2 An authorized representative of the Consultant shall sign the submissions in the required format for both the Technical Proposal and the Financial Proposal to be submitted through the offline mode. Documents, if any, specified in the **Data Sheet** to be submitted in hard copy shall be duly signed by the authorized representative. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal as per ITC 17.1 and 17.2 above.
- 17.4 The deadline for submission and receipt of Proposals through offline is indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by LAND REVENUE & SETTLEMENT DEPARTMENT after the deadline through any means or medium, whatsoever, shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact LAND REVENUE & SETTLEMENT DEPARTMENT 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.

18.2 Any attempt by consultants or anyone on behalf of the Consultant to influence improperly LAND REVENUE & SETTLEMENT DEPARTMENT in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject sanctions.

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 LAND REVENUE & SETTLEMENT DEPARTMENT on any matter related to the selection process, it shall do so only in writing. However, LAND REVENUE & SETTLEMENT DEPARTMENT is not bound to respond if it considers the same inappropriate.

19. Opening of Technical Proposals

19.1 LAND REVENUE & SETTLEMENT DEPARTMENT's evaluation committee shall conduct opening of the Technical Proposals submitted and received through offline, in the presence of the Consultants' authorized representatives who choose to attend on offline mode. The opening date, time and the address are stated in the **Data Sheet**. The Financial Proposal shall remain unopened in the tendering system securely, until they are opened in accordance with ITC 22.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name of the Consultant; (ii) any modifications to the Proposal submitted through the offline prior to proposal submission deadline; and (iii) any other information deemed appropriate.

20. Proposals Evaluation

20.1 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, LAND REVENUE & SETTLEMENT DEPARTMENT will conduct the evaluation solely based on the submitted Technical and Financial Proposals including any response to clarifications sought by LAND REVENUE & SETTLEMENT DEPARTMENT which does not alter the substance of the Proposal or the price.

21. Evaluation of Technical Proposals

21.1 LAND REVENUE & SETTLEMENT DEPARTMENT evaluation committee shall evaluate the Technical Proposals for determining:

- a) Consultant's compliance to the Eligibility Requirements specified in Section 2.
- b) Consultant meeting the Qualification Requirements specified in ITC 6.2 in Data Sheet.
- c) Proposal's responsiveness to the Terms of Reference and the RFP; and
- d) Technical Score/ Marks secured in respect of and based on the Technical Proposal applying the evaluation criteria, sub-criteria, and point system, in accordance with and as specified in the **Data Sheet** for the method of selection specified in ITC 2.1.

At this stage, a Proposal shall be rejected if the determination on any one of the aspects listed in (a), (b) or (c) above is not in the affirmative. Further, in respect of (d) above, each responsive Proposal will be given a technical score and if it fails to secure at least the qualifying Technical Score specified the **Data Sheet**, it will be rejected at this stage.

22. Opening of Financial Proposals

22.1 After the technical evaluation is completed pursuant to ITC 21.1, and approved by the competent authority, LAND REVENUE & SETTLEMENT DEPARTMENT may at its discretion and specific written request of the consultant and on case to case basis notify the Consultants whose Proposals were considered non-responsive to the RFP and TOR or, did not comply with the Eligibility Requirement or, did not meet the Qualification Requirement and/ or, did not secure at least the qualifying Technical Score, as applicable, advising them the following:

(i) their Proposal was not responsive to the RFP and TOR or, did not comply with the Eligibility Requirement or, did not meet the Qualification Requirement and/ or. did not secure at least the qualifying technical score, as applicable; and/or.

(ii) provide, if so, requested by such Consultants, information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; and/or

(iii) their Financial Proposals unopened, after completing the selection process and Contract signing.

22.2 LAND REVENUE & SETTLEMENT DEPARTMENT may at its discretion and on receipt of specific written request from the consultant on case-to-case basis, simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR and, compliant with the Eligibility Requirement and, meeting the Qualification Requirement and secured at least the qualifying Technical Score, as applicable, advising them the following:

(i) their Proposal was responsive to the RFP and TOR and compliant with the Eligibility Requirement and, met the Qualification Requirement and secured at least the qualifying Technical Score, as applicable; and/or

(ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; and/or

(iii) their Financial Proposal will be opened through the offline mode; and/or

(iv) notify them electronically through email, of the date, time and location of the public opening and invite them to be present for the opening of the Financial Proposals at their option.

22.3 The Financial Proposals opening date shall be no less than two (2) Business Days from the date of notification referred to in ITC 22.1 and 22.2.

22.4 The Consultant's attendance at the opening of the Financial Proposals in person is optional and is at the Consultant's choice.

22.5 The Financial Proposals shall be opened by LAND REVENUE & SETTLEMENT DEPARTMENT's evaluation committee. At the opening, the selected firm for the list of consultants, based on the overall technical scores, shall be intimated. The Financial Proposals shall be then opened, and the total prices be recorded.

23. Correction of Errors

23.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed and deemed to be included in the quoted prices, including the applicable taxes, duties and levies, etc., and no corrections will be made to the Financial Proposal. Further all the items in the Financial Proposal shall be quoted failing which the financial proposal is liable to be summarily rejected and not considered in evaluation.

23.1.1 In case any arithmetical computation is involved, LAND REVENUE & SETTLEMENT DEPARTMENT's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the RFP/Technical and Financial Proposals in indicating quantities of input, the Technical Proposal and the provisions of ITC 14.1.2 prevails and LAND REVENUE & SETTLEMENT DEPARTMENT's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the RFP/Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

23.1.2 The total proposal price exclusive of taxes and duties reimbursable/ payable by LAND REVENUE & SETTLEMENT DEPARTMENT as per ITC 24, shall be considered as the offered price.

23.1.3 Where there is a discrepancy between the amount in words and the amount in figures, the amount in words shall prevail.

24. Taxes

24.1 For the purpose of evaluation of financial proposals, consideration or otherwise of the taxes and duties reimbursable/ payable by LAND REVENUE & SETTLEMENT DEPARTMENT to the Consultant as per ITC 16.4 shall be as indicated and in accordance with the **Data Sheet**.

25. Combined Quality and Cost Evaluation**a. Quality and Cost-Based Selection (QCBS)**

25.1 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 specified in the **Data Sheet ITC 2.1**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for discussions, if required.

D. Discussions and Award of Contract**26. Discussions**

26.1 The discussions, if required, will be held at the date and at the address to be communicated by LAND REVENUE & SETTLEMENT DEPARTMENT, with the Consultant's representative(s) who must have written power of attorney to hold discussions and negotiation of prices shall not be required, the decision of the department shall be binding and final with respect to prices.

a. Availability of Key Experts

26.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the discussions, or, if applicable, a replacement in accordance with ITC 12.6. Failure to confirm the Key Experts availability may result in the rejection of the Consultant's Proposal and would constitute sufficient grounds for further action as per the Bid Securing Declaration.

26.4 Notwithstanding the above, the substitution of Key Experts at the discussions may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified by LAND REVENUE & SETTLEMENT DEPARTMENT, who shall have equivalent or better qualifications and experience than the original candidate, and on applying the evaluation criteria and sub-criteria and point system mentioned in ITC 21.1 (d) in the Data Sheet, as applicable for that category of Key Expert, the substitute Key Expert must secure technical evaluation score equal to or better than that of the original Key Expert as specified in ITC 12.6.

b. Technical Discussions

26.5 The discussions shall not be conducted in respect of the Terms of Reference (TORs), the proposed methodology, LAND REVENUE & SETTLEMENT DEPARTMENT's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial Discussions

26.6 The discussions shall not be conducted in respect of tax reimbursable/ payable by LAND REVENUE & SETTLEMENT DEPARTMENT as specified in Data Sheet and how it should be reflected in the Contract. The decision of the department is binding and final.

26.7 As the selection method includes cost as a factor in the evaluation, the total price as per the Financial Proposal may require to be reviewed during Contract discussions, if necessitated.

- 27. Conclusion of Discussions** 27.1 The decision of the department with a review of the finalized draft Contract, which then shall be initialled by LAND REVENUE & SETTLEMENT DEPARTMENT shall be final and the Consultant's authorized representative is expected to accept and abide by it.
- 28. Notification of Award** 28.1 LAND REVENUE & SETTLEMENT DEPARTMENT shall, send a notification of award to the successful Consultant prior to the expiry date of the Proposal validity, confirming award of the Contract to the successful Consultant and requesting the successful Consultant to sign and return the Contract finalized after Contract discussions, within seven (7) Business Days from the date of receipt of such notification.
- 28.2 The Notification of Award shall constitute the acceptance of the Consultant's Proposal read in conjunction with Contract discussions, if any.
- 29. Signing of Contract and Contract Performance Security** 29.1 The Contract shall be signed preferably prior to the expiry date of the Proposal validity and promptly after issuance of Notice of Award of Contract.
- 29.2 The Consultant is expected to commence the Services related to the assignment on the date specified in the **Data Sheet** along with the time period for the engagement.
- 29.3 The Consultant shall furnish a Contract Performance Security if so, specified in the **Data Sheet**.
- 29.4 Failure of the Consultant to act on the requirements of ITC 29.1, 29.2 and 29.3 shall constitute sufficient grounds for the annulment of the award of Contract and for further action as per the Bid Securing Declaration.

E. Data Sheet

ITC Reference	A. General
1 (c)	<p>After Independence, Mizoram became an Autonomous District of Assam under the 6th Schedule to the constitution of India. The name, "The Lushai Hills District" was changed into Mizo District and the Mizo District Council was formed on 25th April 1952.</p> <p>By an Act called the Assam-Lushai District (Acquisition of Chief's Rights) Act, 1954 and as subsequently amended in 1955; chieftainship was abolished. The administration of chiefs was transferred to the jurisdiction of the Mizo District Council with effect from 1st April 1954 and to the Pawi-Lakher Regional Council (born on 23rd April 1953) with effect from 15th April 1954. The abolition of chieftainship was regarded as the First Land Reforms measure of the Government. Following the abolition of Chieftainship, the administration of Land and Land Revenue then passed into the hands of the District Council. During the period of Mizo District Council, several Regulation, Act and Rules had been framed for the administration of Land and Land Revenue administration. Such legislation still forms the basis of Revenue Administration in Mizoram.</p> <p>With the implementation of the Northeastern Areas (Re-organisation) Act, 1971 in 1972, Mizoram became a Union Territory on 21st January 1972. As a sequel to the signing of the historic memorandum of settlement between Government of India and the Mizo National Front in 1986, Mizoram was granted statehood on 20th February 1987. Mizoram has an area of 21,087.00 Square Kms. The state is divided into eleven districts and twenty-three sub-divisions.</p> <p>It is one of the fundamental requirements that the Government must protect the property rights of its citizen. To ensure this, it must have documents which records the particulars of the ownership of lands and to collect the share of Government in the shape of Land revenue or tax/ fees in respect of use of land property. It was therefore imperative to survey and measure land, classify and revenue rates be fixed for the purpose of conferment of ownership rights to individuals or organizations etc. Thus, the Department of Land Revenue & Settlement was created on the 21st of January 1972 to take up such duties and responsibilities of survey, settlement and preparation of Land Records including collection of revenue/ taxes. The Land Revenue & Settlement Department was upgraded to Major Department with effect from 29th March 1994.</p> <p>Recently 3 new districts were created in the state – Saitual, Hnathial and Khawzawl.</p> <p>The State is divided into 11 districts, 23 sub-divisions and 26 R.D. Blocks for administrative purpose. Three Autonomous District Councils (Lai, Chakma and Mara) are functioning in the southern districts of Lawngtlai and Siaha. As per 2011 census, there are 23 towns and 704 inhabited villages in the State.</p>
1 (k)	

1 (p)	<p>Bidding against RFP shall be conducted through Open Tender System.</p> <p>The Open Tender system shall be used to manage the following part of the RFP process: Issuing RFP, corrigendum/ addendums, submissions of Proposals, opening of Proposals etc.</p>
2.1	<p>Method of selection that shall apply for selecting a Consultant from those who submit their Proposal in response to the RFP, is Quality and Cost Based Selection (QCBS).The weight ratio of the technical proposal and financial proposal will be 80:20.</p>
2.2	<p>The name of the assignment is: “Consultancy Services for assisting and monitoring in Project Management to Implement Comprehensive integrated GIS based system for Maintenance and Management of land records in Mizoram”</p>
6.2	<p>The Qualification Requirements to be met by the Consultant for consideration of their Proposal in response to the RFP, are annexed to the Data Sheet as Annexure II (Data Sheet).</p>
B. Preparation of Proposals	
10.2	NA
11.1	Participation of Experts in more than one Proposal is not permissible.
12.1	Proposals shall be valid until 120 days after the date of opening of Technical Proposal specified in ITC 19.1 as extended from time to time.
12.2	Bid Securing Declaration is required to be submitted with the Technical Proposal, as per the format given in Section 4. Technical Proposal – Forms.
12.8	The Consultant may subcontract part of the Services, only with prior written permission of LAND REVENUE & SETTLEMENT DEPARTMENT.
13.1	<p>Clarifications may be requested no later than 10 days prior to the proposal submission deadline.</p> <p>Add. of Office: DIRECTORATE OF LAND REVENUE & SETTLEMENT, KHATLA, AIZAWL, MIZORAM, Pin – 796001</p>
14.1.1	The estimated time-input of the Experts during the currency of the Contract, for the purpose of evaluation of Proposals and award of Contract is given in Section 6 -Terms of Reference (TOR).
14.1.2	<p>The Consultant’s Proposal must include atleast the same estimated Experts’ time-input stated in 14.1.1 above.</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the estimated Key Experts’ time-input, the missing time-input (expressed in man-month) is calculated as follows:</p> <p>The missing time-input is multiplied by the remuneration rate for the concerned category of Key Expert in the Consultant’s Proposal and added to the total remuneration amount. Proposals that quoted higher than the estimated Key Experts’ time-input will not be adjusted.</p> <p>In case the Proposal omits any category of Key Experts such proposal will be deemed to be non-responsive and will not be considered further.</p>

15.1	The Technical Proposal shall interalia comprise the forms and documents as per ITC 10.1 and as referred to in Section.4 Technical Proposal - Forms.
16.1	
16.2	
16.3	<p>A price adjustment provision applies to remuneration, as per the following: Remuneration (per person-month charges for Experts) paid in Indian Rupee pursuant to the rates set forth in Contract shall be adjusted every 12 months (and, for the first time, with effect from the remuneration earned in 12th months after the calendar month of the deadline for submission and receipt of Proposals through the offline system as per ITC 17.4 including any extensions thereto), by applying the following formula:</p> $R_i = R_{i_0} \times \left[\frac{I_i}{I_{i_0}} \right]$ <p>where R_i is the adjusted remuneration. R_{i₀} is the remuneration payable on the basis of the remuneration rates as per the Contract in Indian Rupee; I_i is the average of the CPI (UNME) published by CSO, Ministry of Statistics and Program Implementation, Government of India for the 12-month period preceding the month from which the adjustment is to have effect as aforesaid; and I_{i₀} is the CPI (UNME) published by CSO, Ministry of Statistics and Program Implementation, Government of India for the month immediately preceding the month of the deadline for submission and receipt of Proposals through the offline system as per ITC 17.4 including any extensions thereto.</p> <p>In case of disparity or unclarity, NICS rates may be employed in consultant remuneration, award and benefits.</p>
16.4	Only GST applicable in India, This GST would be included in the bills to be submitted by the consultancy provider. No reimbursement/ payment of any other taxes, duties or levies will be done by LAND REVENUE & SETTLEMENT DEPARTMENT under any circumstances.
B. Preparation of Proposals	

10.1	<p>The Proposal shall comprise the following:</p> <p>Technical Proposal:</p> <table border="1" data-bbox="400 244 1362 656"> <thead> <tr> <th data-bbox="400 244 584 286">FORM</th> <th data-bbox="584 244 1362 286">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td data-bbox="400 286 584 472">TECH-1</td> <td data-bbox="584 286 1362 472">Technical Proposal Submission Form. {enclose <i>Power of Attorney of the Bid/ Proposal Signatory, Bid/ Proposal Securing Declaration, Undertaking on Compliance of RFP terms & conditions and scope of Services and other related requirements as Attachments to this Form</i>}</td> </tr> <tr> <td data-bbox="400 472 584 510">TECH-2</td> <td data-bbox="584 472 1362 510">Consultant's Organization</td> </tr> <tr> <td data-bbox="400 510 584 548">TECH-3</td> <td data-bbox="584 510 1362 548">Compliance Status of Qualification Requirement</td> </tr> <tr> <td data-bbox="400 548 584 586">TECH-4</td> <td data-bbox="584 548 1362 586">Consultant's Experience</td> </tr> <tr> <td data-bbox="400 586 584 656">TECH-5</td> <td data-bbox="584 586 1362 656">Team Composition/ Structure, Experts Time- Inputs, and attached Curriculum Vitae (CV)</td> </tr> </tbody> </table> <p>AND</p> <p>Financial Proposal:</p> <p>(i) Form FIN-1 Financial Proposal Submission Form (ii) Form FIN-2 Summary of Costs (iii) Form FIN-3 Breakdown of Remuneration</p>	FORM	DESCRIPTION	TECH-1	Technical Proposal Submission Form. {enclose <i>Power of Attorney of the Bid/ Proposal Signatory, Bid/ Proposal Securing Declaration, Undertaking on Compliance of RFP terms & conditions and scope of Services and other related requirements as Attachments to this Form</i> }	TECH-2	Consultant's Organization	TECH-3	Compliance Status of Qualification Requirement	TECH-4	Consultant's Experience	TECH-5	Team Composition/ Structure, Experts Time- Inputs, and attached Curriculum Vitae (CV)
FORM	DESCRIPTION												
TECH-1	Technical Proposal Submission Form. {enclose <i>Power of Attorney of the Bid/ Proposal Signatory, Bid/ Proposal Securing Declaration, Undertaking on Compliance of RFP terms & conditions and scope of Services and other related requirements as Attachments to this Form</i> }												
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TECH-5	Team Composition/ Structure, Experts Time- Inputs, and attached Curriculum Vitae (CV)												
10.2	NA												
11.1	Participation of Experts in more than one Proposal is not permissible.												
12.1	Proposals shall be valid until 120 days after the date of opening of Technical Proposal specified in ITC 19.1 as extended from time to time.												
12.2	Bid Securing Declaration is required to be submitted with the Technical Proposal, as per the format given in Section 4. Technical Proposal – Forms.												
12.8	The Consultant may subcontract part of the Services, only with prior written permission of LAND REVENUE & SETTLEMENT DEPARTMENT.												
13.1	<p>Clarifications may be requested no later than 10 days prior to the proposal submission deadline.</p> <p>Add. of Office: Director, DIRECTORATE OF LAND REVENUE & SETTLEMENT, KHATLA, AIZAWL, MIZORAM, Pin – 796001</p>												
14.1.1													
14.1.2													
15.1	The Technical Proposal shall interalia comprise the forms and documents as per ITC 10.1 and as referred to in Section.4 Technical Proposal - Forms.												
C. Submission, Opening and Evaluation													
17.1	The Consultants shall submit their Proposals through offline specified in RFP Notice and ITC 1(p).												
17.2	No documents forming part of the Proposal are required to be submitted in hard copy in person. However, if necessary, LAND REVENUE & SETTLEMENT DEPARTMENT may, during the process of evaluation of Technical Proposal, require the Consultant to submit the hard copy of the documents forming part of the Technical Proposal, as have been submitted by the Consultant through the offline mode.												

17.4	The deadline for submission and receipt of Proposals through offline mode is: Date: 31.08.2022 Time: 14:00 Hrs
19.1	The Technical Proposals shall be opened offline only as per the discretion of the department. The opening shall take place at: Office Address.: Director, DIRECTORATE OF LAND REVENUE & SETTLEMENT, KHATLA, AIZAWL, MIZORAM, Pin – 796001 Date: 29.03.2022 Time: 1500 Hrs Due to prevailing COVID-19 conditions and as per the directives and SoP of MHA, the bid opening meeting may be held over a Video Conferencing, Link for which will be made available one day prior to holding this meeting at LAND REVENUE & SETTLEMENT DEPARTMENT website: https://landrevenue.mizoram.gov.in/ (Contact 0389 2322469 for any query)
21.1 (d)	Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals, along with the qualifying Technical Score, are annexed to the Data Sheet as Annexure III (Data Sheet) .
24.1	The price quoted by the Consultant shall be inclusive of all applicable taxes and duties including GST applicable in India on the services to be rendered/ provided under the Contract, No reimbursement/ payment of any other taxes, duties or levies will be done by LAND REVENUE & SETTLEMENT DEPARTMENT under any circumstances.
25.1	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: $Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest evaluated price, and “F” the evaluated price of the proposal under consideration. The evaluated price of each of the Financial Proposals shall be the price arrived at as per ITC 23 and 24. The weights given to the Technical (T) and Financial (P) Proposals are: T = 80 and P = 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: $S = St \times T\% + Sf \times P\%$. The decision of the department in selection and award of the contract shall be binding and final.
D. Discussions and Award of Contract	

29.2	<p>Expected date for the commencement of the Services: Within the validity period.</p> <p>Time period for engagement: The engagement of the Consultant under the Contract shall be for a period of 2 (Two) years from the date of signing of the Contract or till completion of the project/work, whichever is earlier</p> <p>Contract Performance Security (CPG): Within twenty-eight (28) days of the signing of the Contract, the successful Consultant shall furnish CPG for an amount equal to 5% of estimated cost of Services under the Contract, in the form of Bank Guarantee in accordance with the Conditions of Contract, using the Form annexed therewith. Failure of the successful Consultant to comply with this requirement shall constitute sufficient grounds for the annulment of the award of Contract and further action as per the Bid Securing Declaration.</p>
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Annexure I (Data Sheet)

HELP LINE TO VENDORS
DIRECTOR, DIRECTORATE OF LAND REVENUE & SETTLEMENT,
KHATLA, AIZAWL, MIZORAM, Pin – 796001
Contact No: 0389-2322469, 9862355288

Annexure-II (Data Sheet)

Qualification Requirements for Consultants (also referred to herein as Bidders)

Technical Proposals shall be evaluated as per ITC 21, interalia, based on their responsiveness to and Consultant's meeting the Qualification Requirements specified herein below:

Sr. No.	Requirement	Documentary proof to be submitted
1.	<p>The Bidder should have a minimum annual turnover of Rs. 1 Crore (Rupees One Crores) in businesses from its Indian operation in any one of the last three (3) financial years namely, FY 2021-22, 2020-21, and FY 2019-20</p> <p>(If audited annual accounts for FY-2021-22 are not available, provide accounts for FY 2020-21 and FY 2019-20).</p>	<p>Enclose self-attested copy of audited Financial Statements / annual accounts for the last Three Financial Years with the Technical Proposal CA certificated documents for the turnover.</p> <p>For New Start-up company if B/S is not available it can submit B/S of promoter's other similar company Documents including the business relationship statement.</p>
2	<p>The Bidder should have experience as Project Management Consultants/Project Management Agency/Software Solutions of state or central government PSUs/Corporation /LAND REVENUE & SETTLEMENT DEPARTMENTS for Land Record Management in India.</p>	<p>Enclose work order.</p>

An undertaking on Letter Head to be submitted that the PMC appointed for Project Management services for this project shall not be eligible to participate in the tenders floated for appointment of turnkey contractor for this project.

Annexure-III (Data Sheet)

Evaluation criteria, sub-criteria, and point system for evaluation of Technical Proposal

Technical Proposals shall be evaluated as per ITC 21, interalia, for giving a technical score applying the evaluation criteria, sub-criteria and point system and if it fails to secure at least the specified qualifying Technical Score, it will be rejected at this stage. The same are mentioned herein below along with other relevant details:

1. Evaluation criteria, sub-criteria and marking system

Sl. No	Evaluation Criteria/Sub Criteria	Maximum Marks	Documents (hard copy) to be submitted in offline
1	Average annual turnover in businesses from its Indian operation during last three (3) financial years namely (FY 2021-22, 2020-21, and FY 2019-20). Average Turnover >= Rs.1 crore: (5 marks)	30	CA certificated documents for the turnover. Audited balance sheet and Profit & loss statement for last 3 financial years 2018-19, 2019-20 and 2020-21 (In case audited balance sheet for 2021-22 may not be available, a CA certified copy of the unaudited balance sheet for 2020-21 will be accepted) For New Start-up company if B/S is not available it can submit B/S of promoter's other similar company Documents including the business relationship statement.
2	The Bidder may furnish a minimum one project executed in Mizoram State during last Five (5) financial years namely (FY 2017-18 to FY 2021-22). – 10 Marks	10	Enclose Project Work Order and Completion Documents.
3	a) The Bidder may have a registered office in Mizoram and in operation for the past 3 years in Mizoram. – 5 Marks b) The bidder from states other than Mizoram if successful would need to set up an office in Mizoram within three months from the award of the Contract - 5	10	Letter of assurance or Details given below

4	Experience as project management or implementation of Mizoram State Govt Project sector in last 5 years (2017-18 to 2021-22) involving any IT Project Including implementation. – 10 Marks	10	Work Order and Completion certificate for the required numbers from the respective organizations.
5	Competence of the key experts for the Assignment. * a) Consultant – (Program Management): PMU Head / ITDomain Expert – 1 Nos = 20 Marks b) Consultant GPR (Government Process Reengineering) = 15 marks c) Additional 5 Marks for GIS Expert (Data Survey) and Mapping.	40	Details given below
	Total	100	

*Posting location of all key experts shall be LAND REVENUE & SETTLEMENT DEPARTMENT Headquarters.

For marking related to key experts, the following criteria may be followed:

S. No	Key Expert	Evaluation Criteria Requirement
1	Consultant – (Program Management): PMU Head - 1 No. MIS and IT/Domain Expert	<p>Qualification & Experience:</p> <ul style="list-style-type: none"> - Post Graduate degree in Computer Engineering / Electronics Engineering / MCA/ B.E. (IT) B.Tech (IT), M.Tech and equivalent master’s degree in any stream. - At least 7 to 9 years of work experience related in Project Management Consulting / IT/ ITES, - Proven project management, Contract Management, Leadership, Monitoring & Evaluation, reporting, communication, and social skills. Know-how of regulatory frameworks of Land Revenue & Settlement will be an added advantage. - Good understanding of change management concepts and approaches. - Experience in conducting capacity building & training. - Very strong planning, system development and organizational skills. <ul style="list-style-type: none"> a) 1marks for each year of experience above 8 years subject to maximum - 10 marks b) For post graduate qualification in Computer Applications – 4 marks c) Project management & contract management experience- 6 marks
2.	Consultant GPR (Government Process Reengineering)	<p>Qualification- Post-graduate degree in Computer Science/Electronics, MCA, M. Tech (IT), B. Tech (IT), business management, MBA, Science or equivalent master’s degree in any stream.</p> <p>Experience</p> <ul style="list-style-type: none"> - At least 7 to 9 years of relevant work experience, including experience in areas related to GRP in government sector. - Experience in handling technical specifications compliance issues of Govt. projects. - Proven Project and Contract Management experience - Good understanding of change management concepts and approaches. - Strong Planning, system development and organizational skills. <ul style="list-style-type: none"> a) 1marks for each year of experience above 5 years subject to maximum - 10 marks b) For post graduate qualification in Computer Applications – 4 marks c) Project management & contract management experience- 6 marks

Note:

a) *If any of the proposed Key-Expert does not meet the basic qualification, it may be deemed to mean that the said proposal is without the said Key-Expert and accordingly such proposal is liable to be rejected.*

b) *All the proposed experts must have attained the required qualifications as on the date of opening of Technical Proposal.*

c) *LAND REVENUE & SETTLEMENT DEPARTMENT expects that all the proposed key experts to be available during implementation of the contract. If substitution is done with due permission of the LAND REVENUE & SETTLEMENT DEPARTMENT, then such substitute resource shall be equally or more qualified as compared to the original resource proposed at the time of bidding.*

d) *Based on the evaluation carried out as above, each Technical Proposal will be given a technical score **(St)**.*

e) *Consultants may secure at least the qualifying technical score (Stq) of **70 out of 100** to be shortlisted. Proposals from Consultants securing less than that may not be considered further.*

Section 4. Technical Proposal –Forms

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION
TECH-1	Technical Proposal Submission Form. <i>{enclose Power of Attorney of the Bid Signatory, Bid Securing Declaration, and Undertaking on Compliance of RFP terms & conditions and scope of Services and other related requirements, as Attachments to this Form}</i>
TECH-2	Consultant's Organization
TECH-3	Compliance Status of Qualification Requirement
TECH-4	Consultant's Experience
TECH-5	Team Composition/ Structure, Experts Time- Inputs, and attached Curriculum Vitae (CV)

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:
Director,
Land Revenue & Settlement Department,
Mizoram.

Address: Director, DIRECTORATE OF LAND REVENUE & SETTLEMENT, KHATLA, AIZAWL, MIZORAM,
Pin – 796001

Dear Sirs:

We, the undersigned, offer to provide the Consulting Services for “Consultancy Services for assisting, Supporting and monitoring - Project Management to Implement Comprehensive Integrated GIS based system for Maintenance and Management of land records in Mizoram” in accordance with your Request for Proposals (RFP) dated and our Proposal. We have noted the method of selection stated in RFP: Shortlisting of Consultants based on criteria for shortlisting followed by Quality and Cost - Based Selection (QCBS) amongst shortlisted consultants. Accordingly, we are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.

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 LAND REVENUE & SETTLEMENT DEPARTMENT.
- b) Our Proposal shall be valid and remain binding upon for the period specified in the Data Sheet, ITC 12.1. We also hereby submit the **Bid Securing Declaration**, as per ITC 12.2 as **Attachment 1** to our Technical Proposal.
- c) We have no conflict of interest in accordance with ITC 3.
- d) We meet the eligibility requirements as stated in Section.2 and ITC 6, and we confirm our understanding of our obligation to abide by the stipulations regarding Fraud and Corruption as per ITC 5.
- e) We undertake to discuss (if invited required by LAND REVENUE & SETTLEMENT DEPARTMENT) a Contract based on the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12.6 and ITC 26.4 may lead to the termination of Contract discussions and shall constitute sufficient ground for action against us as per the Bid Securing Declaration.
- f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract discussions.

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 ITC 29.2 of the Data Sheet. Failure to do so shall constitute sufficient ground for action against us as per the Bid Securing Declaration.

We understand that LAND REVENUE & SETTLEMENT DEPARTMENT is not bound to accept any Proposal that LAND REVENUE & SETTLEMENT DEPARTMENT receives.

RFP for “Consultancy Services for assisting, Supporting and monitoring - Project Management to Implement Comprehensive Integrated GIS based system for Maintenance and Management of land records in Mizoram” RFP No. G. 28015/1/2021-DTE(REV) PLAN: Dt.: 12.08.2022

Enclosures:

- 1. Attachment 1. Bid Securing Declaration**
- 2. Attachment 2. Power of Attorney of proposal/ Bid Signatory**
- 3. Attachment 3. Undertaking on Compliance of RFP terms & conditions and scope of Services and other related requirements**

We remain,
Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

*(Enclose Power of Attorney of the Bid Signatory as **Attachment 2**)*

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name, if applicable):

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}

ATTACHMENT 1 TO FORM TECH-1**BID SECURING DECLARATION**

Whereas, I/We (name of Consultant) ----- have submitted Proposal for ----- (name of Consulting Services) in response to Request For Proposal (RFP) no: ----- dated -----

I/We hereby submit following declaration in lieu of Bid Security/ Earnest Money Deposit:

1. If after the opening of Proposal, I/We withdraw and/or modify my/our Proposal during its period of validity (including extended validity) as specified in the RFP document,
Or
2. If, after the issue of Notification of Award of the Contract, I/We fail to sign the Contract, or to submit Contract Performance Guarantee before the deadline specified in the RFP document,
Or
3. If, in case of I/ we fail to ensure that the Contract becomes Effective as specified in the RFP document.

I/we shall be suspended from and shall not be eligible to participate for a period of one year from date of issue of the suspension order, in the bidding against any of the Notice Inviting Tenders/ Invitation for Bids/ Request for Proposal etc. issued by LAND REVENUE & SETTLEMENT DEPARTMENT during that period.

Signed on (*Insert the Date*)

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name)

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}

ATTACHMENT 2 TO FORM TECH-1

POWER OF ATTORNEY OF PROPSAL/BID SIGNATORY

(No specified Format. Consultant may use their own format)

ATTACHMENT 3 TO FORM TECH-1**UNDERTAKING ON COMPLIANCE OF RFP TERMS & CONDITIONS AND OTHER REQUIREMENTS**

(To be submitted on ₹100 Stamp paper issued in the State where Consultant's office is located, duly signed by the authorized signatory)

I/We hereby undertake that I/We have examined/ perused, studied and understood the Request for Proposal (RFP) Document in respect of RFP no. _____ dated _____ and any corrigendum/ addendum/ clarification etc. thereto completely and have submitted my/our Proposal/ Bid in pursuance to the said RFP document.

I/We hereby undertake that I/We understand that the scope of Services and other related requirement under and in pursuance of this RFP are indicative only and not exhaustive in any manner. I/We understand that the scope of Services may undergo changes as per emerging requirements of LAND REVENUE & SETTLEMENT DEPARTMENT as specified in the RFP document.

I/We hereby undertake that we shall comply with the scope of Services and other related requirements and the terms and conditions specified in the RFP document completely and we have no deviations and/or submissions and/or clarifications, whatsoever of any manner and/or sort and/or kind in this regard.

I/We hereby undertake to provide any further clarifications, details, documents etc. as may be required without changing the substance of our Proposal.

I/We understand that the LAND REVENUE & SETTLEMENT DEPARTMENT reserves the right to float a separate Request for Proposal/ Notice Inviting Tender/ Invitation for Bids for the scope of Services and related requirements as covered under this RFP, irrespective of the outcome of this RFP, and I/We hereby undertake that we have no objection for the same. I/We understand that in such a case, I/We shall bid separately in response to such Request for Proposal/ Notice Inviting Tender/ Invitation for Bids, and in no case our bid/ Proposal in response to this RFP shall be deemed as a Proposal for in response to such Request for Proposal/ Notice Inviting Tender/ Invitation for Bids.

I/We hereby undertake to provide the Services and undertake to be the single point of contact for LAND REVENUE & SETTLEMENT DEPARTMENT for all Services and related requirements as per the terms and conditions and as specified in this RFP document.

I/We hereby undertake that I/We do understand that my/our bid should be as per the RFP document and should be accordingly submitted to the LAND REVENUE & SETTLEMENT DEPARTMENT. In case of a failure to comply and/or variation LAND REVENUE & SETTLEMENT DEPARTMENT has the sole discretion not to consider or disqualify my/our Proposal/ bid for the RFP and I/We shall be not having any claim of any sort/kind/form on the same.

I/We agree to be bound by our Proposal for the period specified in the Data Sheet, ITC 12.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I/We hereby attach the duly signed and stamped RFP document as a nonconditional acceptance and compliance of RFP specifications and terms & conditions as part of the Technical Proposal without any deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard.

RFP for "Consultancy Services for assisting, Supporting and monitoring - Project Management to Implement Comprehensive Integrated GIS based system for Maintenance and Management of land records in Mizoram" RFP No. G. 28015/1/2021-DTE(REV) PLAN: Dt.: 12.08.2022

I/We understand that mentioning of any pre-requisites, presumptions, assumptions, hiding/ twisting/ deletion/ reduction/ manipulation/ disguising of scope of Services/ works and/or application features and/or infrastructure and/or project deliverables etc. in any form and/or by any means and/or under any head shall not be constituted as a part of the bid/ Proposal and in case of award of the Contract the same shall not be claimed by me/us while award and/or subsequently providing of Services/ execution of work. The decision of LAND REVENUE & SETTLEMENT DEPARTMENT on such issues shall be binding on me/us and the same shall not be arbitrated upon by me/us.

I/We hereby undertake that we abide by all the terms and conditions mentioned in the RFP document along with amendment/corrigendum/ clarification, if any

I/We hereby declare that our company/ organization is not blacklisted by any Government or any Government agencies including PSUs as on the date of submission of proposal.

I/We understand that at any stage during the tenure of the Contract if it is found that any statement or document submitted by us is false/forged/invalid, LAND REVENUE & SETTLEMENT DEPARTMENT has discretion to terminate the Contract and get the Services delivered / work done through third party.

I/We hereby affirm that the products and/or Services offered by us against this RFP are in compliance to the latest Government of India Guidelines for Make in India, Domestically manufactured products, **Atmanirbhar Bharat** and circulars DIPP Office Memorandum No. P-45021/2/2017-PP (BE-II) date:16th Sept. 2020, & MeitY Circular No.1(10)/2017-CLES dated 06.12.2019 as issued and amended from time to time and will remain complied to the same during the duration and execution of this assignment.

I/We also hereby affirm the following:

- a) I/ we are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and am/ are not the subject of legal proceedings for any of the foregoing reasons.
- b) I/ we have not, and our directors and officers have not, been convicted of any criminal offence related to our/ their respective professional conduct or the making of false statements or misrepresentations as to our/ their qualifications to enter a procurement contract within a period of two years preceding the commencement of this procurement process or have not been otherwise blacklisted as on the date of submission of proposal.
- c) I/ we do not have a Conflict of Interest in the procurement in question as specified in the RFP document.
- d) I/ we comply with the code of integrity and other requirements as specified in the RFP document.

Signed on(*Insert the Date*)

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name)

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}

ATTACHMENT 4 TO FORM TECH-1
CONSULTANTPROFILE FORM
Annexure-A

1	Name & Legal Status of the Bidder			
2	Organization Registration Details (Incorporation or Commencement of Business/ Other Statutory Registrations etc.)		Date of Incorporation/ Registration:	
3	GST Number:		PAN Number:	
4	Registered/ Corporate office Address of Bidder			
	Address & Contact Details (E-Mail, Ph. Nos. etc.) of Proprietor/ Directors of the Bidders	1)		
		2)		
		3)		
	[Name of State] Office Address if any & Contact Details:			
	Names and Designations of the persons authorized for single point interaction with LAND REVENUE & SETTLEMENT DEPARTMENT			
	Mobile Numbers of Contact persons:		E-mail of Contact persons:	
5	MSME Registration:	(Yes/ No)	If Yes, Regd. No.:	
			Date:	
			Category:	
			Range of Supply/ Services:	
	b) Whether SC/ST/OBC Entrepreneur:	(Yes/ No)	(If Yes, Please provide Supporting Documents)	
	c) Whether Women Entrepreneur:	(Yes/ No)	(If Yes, Please provide Supporting Documents)	

Note:

RFP for "Consultancy Services for assisting, Supporting and monitoring - Project Management to Implement Comprehensive Integrated GIS based system for Maintenance and Management of land records in Mizoram" RFP No. G. 28015/1/2021-DTE(REV) PLAN: Dt.: 12.08.2022

1)In case of non-furnishing the required MSME registration details, benefits of MSME will be not allowed presuming the agency a non-MSME Entrepreneur.

FORM TECH-2 CONSULTANT’S ORGANIZATION

1. Brief description of the Consultant’s organization.

[Provide here a brief description of the background and organization of Consultant’s company/ firm]

2. Organization Chart, List of Board of Directors and Key Management Personnel

[Include here organizational chart and a list of Board of Directors and Key Management Personnel.

FORM TECH-3
COMPLIANCE STATUS OF QUALIFICATION REQUIREMENT
(REFER SECTION 3. ITC)

[In the table below, which includes the minimum Qualification Requirement to be met by the Consultant, indicate the compliance status, and, if the requirement is met, indicate the supporting documentary proof and attach its copy with this Technical Proposal numbering the attachments as Attachment 3 (A, B, C.).]

Sr. No	Requirement	Compliance Status (Yes/ No) / (Remarks, if any)	Supporting Documentary proof [Enclosed at Attachment Tech-3 (A/B/ C.....)]
1.	The Bidder should have a minimum annual turnover of Rs. 1 Crore (Rupees One Crores) in businesses from its Indian operation in any one of the last three (3) financial years namely, FY 2020-21, 2019-20, and FY 2018-19 (If audited annual accounts for FY-2020-21 are not available, provide accounts for FY 2019-20, FY 2018-19 and 2017-18).		Enclose self-attested copy of audited Financial Statements / annual accounts for the last Three Financial Years with the Technical Proposal CA certificated documents for the turnover. For New Start-up company if B/S is not available it can submit B/S of promoter's other similar company Documents including the business relationship statement.
2.	The Bidder should have experience as Project Management Consultants/Project Management Agency/Software Solutions of state or central government PSUs/Corporation /LAND REVENUE & SETTLEMENT DEPARTMENTS for Land Registration works in India.		Enclose work order.

An undertaking on Letter Head to be submitted that the PMC appointed for Project Management services for this project shall not be eligible to participate in the tenders floated for appointment of turnkey contractor for this project.

**FORM TECH-4
FIRM/ CONSULTANT’S EXPERIENCE**

(REFER SECTION 3. ITC)

The Evaluation Criteria/ sub-criteria and marks/ score allotted to Firm/ Consultant’s Experience for Technical Evaluation are specified in ITC.

1. Accordingly, list here the relevant previous assignments/ experience details in support of the above, for the purpose of Technical Evaluation.
2. List only those assignments for which the Consultant was legally contracted by the Client or was one of the joint venture members. 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 but can be claimed by the Experts themselves in their CVs. The Consultant should, for substantiating the claimed experience, attach herewith relevant documentary evidence (numbering them as Attachment Tech – 4 (A/B/C.....) appropriately connecting the listed assignment and the corresponding attachment. The Consultants should be prepared for presenting and submitting copies of additional relevant documents and references if so, requested by LAND REVENUE & SETTLEMENT DEPARTMENT.

(Suggested format for listing the experience)

Duration	Assignment name/ & brief description of main deliverables/ outputs	Name of Client & Country of Assignment	Approx. Contract value (in Rupee’s equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009– Apr.2010}				{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}				{e.g., sole Consultant}

FORM TECH-5**TEAM COMPOSITION/STRUCTURE**

KEYEXPERTS	Name of Key Expert	Position
K-1	{e.g., Mr. xxxxxx}	Consultant – (Program Management)(Technology Management) MIS/IT Expert
K-2		Consultant GPR (Government Process ReengineeringTechnology Management)

1 For Key Experts, the input should be indicated individually for the same positions as required as per Section 2, and estimated time input not less than that indicated in ITC14.1.1&14.1.2 and Section 6 ensuring the minimum deployment as indicated therein.

**FORM TECH-5
(CONTINUED)**

(REFER SECTION. 3 ITC)

The Evaluation Criteria/ sub-criteria and marks/ score allotted for Experience and Qualification of / Team for Technical Evaluation are specified in Section. 3 ITC.

Accordingly include here the Curricular Vitae of each of the expert who will be deployed by the Consultant for the assignment and considered for Technical Evaluation as per RFP Document. The Consultant should, for substantiating the claimed experience, attach herewith documentary evidence (numbering them as Attachment Tech – 8 (A/B/C.....), appropriately connecting the CV of a particular expert and the corresponding attachment. The Consultants should prepare for presenting and submitting copies of additional relevant documents/ information and references if so, requested by LAND REVENUE & SETTLEMENT DEPARTMENT.

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., Consultant – (Program Management): PMU Head}
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 information for references	Country	Summary of activities performed relevant to the Assignment

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which Expert 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 <i>activity/ sub-task/ task/ part of the assignment</i> as per Section. 7in which the Expert will be involved}	

Expert’s 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, as and when necessary, 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 LAND REVENUE & SETTLEMENT DEPARTMENT.

{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 – Forms

Financial Proposal Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 3.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FORM FIN-1**FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To:
Director,
Land Revenue & Settlement Department
Mizoram.

*Address: Director, DIRECTORATE OF LAND REVENUE & SETTLEMENT, KHATLA, AIZAWL, MIZORAM,
Pin – 796001*

Dear Sirs:

We, the undersigned, offer to provide the “Consultancy Services for assisting, Supporting and monitoring - Project Management to Implement Comprehensive Integrated GIS based system for Maintenance and Management of land records in Mizoram” under Implement Comprehensive integrated GIS based system for Maintenance and Management of land records in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for an amount of **Indian Rupee** *{Insert amount(s) in words and figures}*, excluding GST (reimbursable/ payable by LAND REVENUE & SETTLEMENT DEPARTMENT as per the Contract) for rendering/ providing the Consulting Services *{Please note that the amount shall be the same as in Form FIN-2}*.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract discussions, for the period specified in the Data Sheet, ITC 12.1.

No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.

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

We remain,

Yours sincerely,

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company’s/ firm’s name):

Address: {insert the authorized representative’s address}

Phone/fax: {insert the authorized representative’s phone and fax number, if applicable}

Email: {insert the authorized representative’s email address}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost (in Indian Rupees)
Cost of the Financial Proposal:	
Remuneration^{#2} [Total (A) from Form Fin-3]	

Note:

- 1) Payments will be made in the currency expressed above (Reference to ITC 16.6).
- 2) Remuneration includes all costs excluding reimbursable expenses as per ITC 16.2 and taxes, duties and levies reimbursable/ payable by LAND REVENUE & SETTLEMENT DEPARTMENT as per ITC 16.4.
- 3) Proposed Costs is in accordance with ITC 16.1 to 16.5

FORM FIN-3 BREAKDOWN OF REMUNERATION

Information provided and the rate/ charges/ costs quoted in this Form shall be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate GST payable/ reimbursable by LAND REVENUE & SETTLEMENT DEPARTMENT; and to establish payments to the Consultant for services required under the Contract and shall be used as the basis for payments under the Contract.

Section 6. Terms of Reference (TOR)

1. BACKGROUND:

After Independence, Mizoram became an Autonomous District of Assam under the 6th Schedule to the constitution of India. The name, "The Lushai Hills District" was changed into Mizo District and the Mizo District Council was formed on 25th April 1952.

By an Act called the Assam-Lushai District (Acquisition of Chief's Rights) Act, 1954 and as subsequently amended in 1955; chieftainship was abolished. The administration of chiefs was transferred to the jurisdiction of the Mizo District Council with effect from 1st April 1954 and to the Pawi-Lakher Regional Council (born on 23rd April 1953) with effect from 15th April 1954. The abolition of chieftainship was regarded as the First Land Reforms measure of the Government. Following the abolition of Chieftainship, the administration of Land and Land Revenue then passed into the hands of the District Council. During the period of Mizo District Council, several Regulations, Acts and Rules had been framed for the administration of Land and Land Revenue administration. Such legislation still forms the basis of Revenue Administration in Mizoram.

With the implementation of the North-eastern Areas (Re-organisation) Act, 1971 in 1972, Mizoram became a Union Territory on 21st January 1972. As a sequel to the signing of the historic memorandum of settlement between Government of India and the Mizo National Front in 1986, Mizoram was granted statehood on 20th February 1987. Mizoram has an area of 21,087.00 Square Kms. The state is divided into eight districts and twenty-three sub-divisions.

It is one of the fundamental requirements that the Government must protect the property rights of its citizen. To ensure this, it must have documents which records the particulars of the ownership of lands and to collect the share of Government in the shape of Land revenue or tax/ fees in respect of use of land property. It was therefore imperative to survey and measure land, classify and revenue rates be fixed for the purpose of conferment of ownership rights to individuals or organizations etc. Thus, the Department of Land Revenue & Settlement was created on the 21st of January 1972 to take up such duties and responsibilities of survey, settlement and preparation of Land Records including collection of revenue/ taxes. The Land Revenue & Settlement Department was upgraded to Major Department with effect from 29th March 1994.

Recently 3 new districts were created in the state – Saitual, Hnahthial and Khawzawl. The State is divided into 11 districts, 23 sub-divisions and 26 R.D. Blocks for administrative purpose. Three Autonomous District Councils (Lai, Chakma and Mara) are functioning in the southern districts of Lawngtlai and Siaha. As per 2011 census, there are 23 towns and 704 inhabited villages in the State.

2. Duration of the engagement under the Contract

The engagement of the Project Management Consultant under the Contract shall be for a period of 24 months from the date of signing of Contract. The Key Experts and Non-Key Experts shall accordingly be deployed by the Consultant as per the requirement of LAND REVENUE & SETTLEMENT DEPARTMENT from time to time during the currency of the RFP for "Consultancy Services for assisting, Supporting and monitoring - Project Management to Implement Comprehensive Integrated GIS based system for Maintenance and Management of land records in Mizoram" RFP No. G. 28015/1/2021-DTE(REV) PLAN: Dt.: 12.08.2022

Contract, for attaining the objectives of the assignment. The deployment would be offsite and/ or onsite at LAND REVENUE & SETTLEMENT DEPARTMENT's and Address depending on the requirement.

3. Functions of the PMC include the following:

- A. Preparation of Action Plan, System Requirement Study, BPR, FRS, AS IS and To Be analysis documents as per the scheme Guidelines and instructions that may be issued by the Ministry of Revenue/Nodal Agency from time to time and based on the data/inputs to be provided by the LAND REVENUE & SETTLEMENT DEPARTMENT.
- B. Provide assistance and support for
 - a. Bid(s)Process Management
 - b. Submit these documents (SRS, BPR, FRS, AS IS, TO BE) to the department
 - c. Project Management
 - d. Works mentioned in the Guidelines of the scheme
 - e. Any other works related to the project as assigned from time to time.

4. Project Management:

Consultant will provide assistance and monitor for the various activities of project management and monitoring like

- a. Quality Assurance
- b. Co-ordination with implementing agency/turnkey contractor and LAND REVENUE & SETTLEMENT DEPARTMENT to monitor the supply chain of materials.
- c. Maintenance of MIS related to the project, progress reports and details required for Results Evaluation Framework.
- d. Identification of anticipated bottlenecks in project implementation & preparation of remedial action plan.
- e. Coordination and reporting to various stakeholders including MoP and Nodal agencies.
- f. Fund flow management and recommend the claim of LAND REVENUE & SETTLEMENT DEPARTMENT for fund release.

5. Exclusions:

- a. PMC shall not certify the contractor bills nor carry out Joint Measurement.
- b. Pre-dispatch Inspection of materials

6. Deliverables:

The following are the deliverables of the Consultant:

- a. Action Plan;
- b. BPR, FRS, TO BE, AS IS;
- c. Draft RFP, Bid evaluation report etc. as per the work given to the experts;
- d. Monthly MIS reports including physical and financial progress reports and issues etc;
- e. Quarterly reports of the activities undertaken to the department.

7. LAND REVENUE & SETTLEMENT DEPARTMENT's Input and Counterpart Personnel

- a. Services, facilities etc. to be made available to the experts by LAND REVENUE & SETTLEMENT DEPARTMENT: Only the working space equipped with table and chairs RFP for "Consultancy Services for assisting, Supporting and monitoring - Project Management to Implement Comprehensive Integrated GIS based system for Maintenance and Management of land records in Mizoram" RFP No. G. 28015/1/2021-DTE(REV) PLAN: Dt.: 12.08.2022

will be made available to the Consultant free of cost in LAND REVENUE & SETTLEMENT DEPARTMENT premises/ Office for use of the Experts under the Contract. Canteen facilities wherever available may also be utilized by the Experts on payment as applicable for the meals from time to time.

- b. The Experts shall, however, be required to use their own laptops/ computers /Data/ mobile phone etc. for their work.
- c. LAND REVENUE & SETTLEMENT DEPARTMENT shall provide all assistance and inputs, data etc. to enable the Consultant to carry out the functions of PMC.
- d. LAND REVENUE & SETTLEMENT DEPARTMENT shall appoint a nodal officer for coordination and management of the contract.

PART II

Section 7. Conditions of Contract and Contract Forms

Foreword

1. Part II includes standard Contract forms for Consulting Services (Time-Based Contract) that will be signed by LAND REVENUE & SETTLEMENT DEPARTMENT and the successful Consultant.

2. **Time-Based Contract** is envisaged under this RFP as the scope and the duration of the services for activities, tasks or parts of the assignment to be carried out as per and under the Contract will be assigned to the Consultant by LAND REVENUE & SETTLEMENT DEPARTMENT from time to time during the currency of the Contract including its extension if any. Under the time-based contracts, the Consultant shall provide the services on a timed basis according to quality specifications. The Consultant's remuneration will be determined on the basis of the time actually spent by the Consultant in carrying out the Services as aforesaid and will be based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses as per and in the manner provided for in the Contract .LAND REVENUE & SETTLEMENT DEPARTMENT will closely supervise the Consultant and be involved in the daily execution of the assignment.

STANDARD FORM OF CONTRACT

Consultant's Services

CONTRACT FOR CONSULTANT'S SERVICES

Assignment Title: _____

Contract No. _____

Between

[Name of LAND REVENUE & SETTLEMENT DEPARTMENT]

And

[Name of the Consultant]

Dated: _____

I. Form of Contract

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of LAND REVENUE & SETTLEMENT DEPARTMENT]* (hereinafter called the “LAND REVENUE & SETTLEMENT DEPARTMENT”) and, on the other hand, *[name of consultant]* (hereinafter called the “Consultant”).

WHEREAS

- a) LAND REVENUE & SETTLEMENT DEPARTMENT has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- b) the Consultant, having represented to LAND REVENUE & SETTLEMENT DEPARTMENT 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 (including Attachment 1 “Fraud and Corruption”;
 - b) The Special Conditions of Contract.
 - c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Remuneration Cost Estimates
 - Appendix D: Reimbursable GST Cost Estimates
 - Appendix E Integrity Pact

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including amendments thereto [... *Insert reference to amendments...*]; Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices also.

2. The mutual rights and obligations of LAND REVENUE & SETTLEMENT DEPARTMENT 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) LAND REVENUE & SETTLEMENT DEPARTMENT 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 as of the day and year first above written.

For and on behalf of *[Name of LAND REVENUE & SETTLEMENT DEPARTMENT]*

[Authorized Representative of LAND REVENUE & SETTLEMENT DEPARTMENT– name, title and signature]

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

[Authorized Representative of the Consultant – name and signature]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

(a) **“Applicable Law”** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.

(b) **“LAND REVENUE & SETTLEMENT DEPARTMENT”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.

(c) **“LAND REVENUE & SETTLEMENT DEPARTMENT’S Personnel”** refers to the staff, labour and other employees (if any) of LAND REVENUE & SETTLEMENT DEPARTMENT engaged in fulfilling LAND REVENUE & SETTLEMENT DEPARTMENT’S obligations under the Contract; and any other personnel identified as LAND REVENUE & SETTLEMENT DEPARTMENT’S Personnel, by a notice from LAND REVENUE & SETTLEMENT DEPARTMENT to the Consultant.

(d) **“Consultant”** means a legally established professional consulting firm or entity selected by LAND REVENUE & SETTLEMENT DEPARTMENT to provide the Services under the signed Contract.

(e) **“Contract”** means the legally binding written agreement signed between LAND REVENUE & SETTLEMENT DEPARTMENT 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) **“Day”** means a working day unless indicated otherwise.

(g) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 10.

(h) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant assigned by the Consultant to perform the Services or any part thereof under the Contract.

(i) **“GCC”** means these General Conditions of Contract.

(j) **“Government”** means the government of India, State Government or Local Government, as the context may require.

(k) **“Key Expert/Manpower”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was considered in the technical evaluation of the Consultant’s proposal.

(l) **“Local Currency”** means the currency Indian Rupee.

(m) **“Month”** shall mean calendar month and include all the working days of the month.

(n) **“Non-Key experts”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

(o) **“Party”** means LAND REVENUE & SETTLEMENT DEPARTMENT or the Consultant, as the case may be, and

RFP for “Consultancy Services for assisting, supporting and monitoring - Project Management to Implement Comprehensive Integrated Activities for Maintenance and Management of land records in Mizoram” RFP No. G. 28015/1/2021-DTE(REV) PLAN-Dt: 12.08.2022

(p) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented.

(q) **“Services”** means the work to be performed by the

- 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 LAND REVENUE & SETTLEMENT DEPARTMENT 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. In case of Dispute, the local court of law (Jurisdiction of Mizoram Courts) only shall be applicable.
- 4. Language** 4.1 This Contract has been executed in the language English 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 India or elsewhere, as LAND REVENUE & SETTLEMENT DEPARTMENT may direct or approve.

**8. Authorized
Representatives**

8.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by LAND REVENUE & SETTLEMENT DEPARTMENT or the Consultant may be taken or executed by the officials as specified in the **SCC**.

9. Fraud and Corruption

9.1 LAND REVENUE & SETTLEMENT DEPARTMENT requires compliance with the Anti-Corruption Laws/ Guidelines of the Government/ its instrumentalities/ LAND REVENUE & SETTLEMENT DEPARTMENT. Further, the provisions of the Integrity Pact - Attachment **1** to these General Conditions shall also be applicable.

**10. Effectiveness of
Contract and Contract
Performance Guarantee**

10.1 This Contract shall come into force and effect on the date (the "Effective Date") of signing of Contract or of LAND REVENUE & SETTLEMENT DEPARTMENT's notice to the Consultant instructing the Consultant to begin carrying out the Services, whichever is earlier.

10.2 The Consultant shall furnish Contract Performance Guarantee (CPG) for an amount and in the form specified in **SCC** for rendering/ providing the Services in accordance with the provisions of the Contract. The Consultant shall ensure that

the CPG shall initially be valid and enforceable up to and including 180 days after the date of Expiration of the Contract as per GCC 13.1. The Consultant shall extend the validity of the CPG from time to time correspondingly if date of Expiration of the Contract is extended and beyond, if so required, till 90 days after the anticipated date that the Services under the Contract will be completed, and any defects/ shortcoming remedied.

10.2.1 The CPG shall be unconditional and irrevocable. LAND REVENUE & SETTLEMENT DEPARTMENT shall return the CPG to the Consultant within 21 days after issue of a certificate by LAND REVENUE & SETTLEMENT DEPARTMENT confirming that the Services under the Contract have been completed in all respect and any defects/ shortcoming remedied.

10.2.2 In case the contract is terminated under GCC 18.1, CPG shall be forfeited in full.

10.2.3 In such an event, if for the balance scope of Services, RFP is issued afresh by LAND REVENUE & SETTLEMENT DEPARTMENT, the Consultant shall not be eligible to participate in the bidding against such RFP.

The Bank Guarantee for Performance Security is to be provided by the Consultant, which should be issued either (based on LAND REVENUE & SETTLEMENT DEPARTMENT's policy):

10.3 Furnishing of CPG and its acceptance by LAND REVENUE & SETTLEMENT DEPARTMENT shall be a condition precedent for release of any payment due under the Contract.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Termination of Contract for Failure to Become Effective** 11.1 If this Contract has not become effective within such time period specified in GCC 10.1 hereof, LAND REVENUE & SETTLEMENT DEPARTMENT may, by not less than twenty-one (21) days written notice to the Consultant, declare this Contract to be null and void, and in the event of such a declaration, Consultant shall not have any claim against LAND REVENUE & SETTLEMENT DEPARTMENT with respect hereto.
- 12. Commence-ment of Services** 12.1 The Consultant shall confirm and begin carrying out the Services not later than 7 (seven) days after the Effective Date specified in GCC 10.1.
- 13. Expiration of Contract** 13.1 Unless terminated earlier pursuant to Clause GCC 18 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 14. Entire Agreement** 14.1 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.
- 15. Modifications or Variations** 15.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services including increase/ decrease in man-days/ man-month/ number requirement of Experts, may only be made in writing.

16. Force Majeure

a. Definition

16.1.1 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, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

16.1.2 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 consider at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.

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

b. No Breach of Contract

16.1.4 The failure of a Party to fulfil any of its obligations hereunder shall not 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

16.1.5 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.

16.1.6 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 fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

16.1.7 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 such Party was unable to perform such action as a result of Force Majeure.

16.1.8 In case of demobilization and continuation of services as a result of force majeure, the consultant will be paid only under the terms of contract. No additional costs due to the force majeure will be reimbursed to the consultant.

16.1.9 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 52& 53.

17. Suspension

17.1 LAND REVENUE & SETTLEMENT DEPARTMENT 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 the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

18. Termination

18.1 This Contract may be terminated by either Party as per provisions set up below:

a. By LAND REVENUE & SETTLEMENT DEPARTMENT

18.1.1 LAND REVENUE & SETTLEMENT DEPARTMENT may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence LAND REVENUE & SETTLEMENT DEPARTMENT shall give at least fifteen (15) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least thirty (30) calendar days' written notice in case of the event referred to in (e); and at least seven (7) calendar days' written notice in case of 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 17.

(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 53.

(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 sixty (60) calendar days.

(e) If LAND REVENUE & SETTLEMENT DEPARTMENT, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Consultant fails to deploy required Key Experts and commence Services as required in Clause GCC 12.

18.1.2 if the Consultant, in the judgment of LAND REVENUE & SETTLEMENT DEPARTMENT has engaged in Fraud and Corruption, as defined in paragraph 2 of the Attachment 1 to the GCC, in competing for or in executing the Contract, then LAND REVENUE & SETTLEMENT DEPARTMENT may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

18.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to LAND REVENUE & SETTLEMENT DEPARTMENT, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Termination Clause.

(a) 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 one hundred twenty (120) calendar days.

(b) If LAND REVENUE & SETTLEMENT DEPARTMENT fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 53 unless challenged by LAND REVENUE & SETTLEMENT DEPARTMENT in an appropriate local forum/ Court (Mizoram Court Jurisdiction only).

c. Cessation of Rights and Obligations

18.1.4 Upon termination of this Contract pursuant to Clauses GCC 11 or GCC 18 hereof, or upon expiration of this Contract pursuant to Clause GCC 13, 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 21, and (iii) any right which a Party may have under the Applicable Law.

d. Cessation of Services

18.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 18a or GCC 18b, 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 and equipment and materials furnished by LAND REVENUE & SETTLEMENT DEPARTMENT, the Consultant shall proceed as provided, respectively, by Clauses GCC 26 or GCC 27.

e. Payment upon Termination

18.1.6 Upon termination of this Contract, LAND REVENUE & SETTLEMENT DEPARTMENT shall make the following payments to the Consultant:

- a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 46.1.
- b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 18.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.

C. OBLIGATIONS OF THE CONSULTANT

19. General

a. Standard of Performance

19.1.1 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 LAND REVENUE & SETTLEMENT DEPARTMENT and shall always support and safeguard LAND REVENUE & SETTLEMENT DEPARTMENT's legitimate interests in any dealings with the third parties.

19.1.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services, failing which Consultant shall be liable to pay damages as mentioned in SCC.

19.1.3 The Consultant may subcontract part of the Services to an extent and with such Experts and Sub-consultants as may be approved in advance by LAND REVENUE & SETTLEMENT DEPARTMENT. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

19.1.4 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.

19.1.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in India when as a matter of law or official regulations, the Government of India prohibits commercial relations with that country.

20 Conflict of Interest

20.1 The Consultant shall hold LAND REVENUE & SETTLEMENT DEPARTMENT's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

20.1.1 The payment of the Consultant pursuant to GCC (Clauses GCC 44 through 49) shall constitute the Consultant's only payment in connection with this Contract and 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 such additional payment.

20.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising LAND REVENUE & SETTLEMENT DEPARTMENT on the procurement of goods, works or services, the Consultant shall comply with LAND REVENUE & SETTLEMENT DEPARTMENT's advice given in writing in the matter, and shall always exercise such responsibility in the best interest of LAND REVENUE & SETTLEMENT DEPARTMENT. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of LAND REVENUE & SETTLEMENT DEPARTMENT.

b. Consultant and Affiliates Not to Engage in Certain Activities

20.1.3 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.

c. Prohibition of Conflicting Activities

20.1.4 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.

d. Strict Duty to Disclose Conflicting Activities

20.1.5 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 interest of their LAND REVENUE & SETTLEMENT DEPARTMENT, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

- 21. Confidentiality** 21.1 Except with the prior written consent of LAND REVENUE & SETTLEMENT DEPARTMENT, 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 public recommendations formulated during, or as a result of, the Services.
- 22. Liability of the Consultant** 22.1 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.
- 23. Insurance to be taken out by the Consultant** 23.1 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 LAND REVENUE & SETTLEMENT DEPARTMENT, insurance against the risks, and for the coverage specified in the SCC, and (ii) at LAND REVENUE & SETTLEMENT DEPARTMENT's request, shall provide evidence to LAND REVENUE & SETTLEMENT DEPARTMENT showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services. No liability should be incurred on the department.
- 24. Maintaining Accounts and Records** 24.1 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 in such form and detail as will clearly identify relevant time changes and costs. The Consultant will cooperate with and REC in any eventuality of requirement of such accounts and records.
- 25. Reporting Obligations** 25.1 The Consultant shall submit to LAND REVENUE & SETTLEMENT DEPARTMENT the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

26. Proprietary Rights of LAND REVENUE & SETTLEMENT DEPARTMENT in Reports and Records

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

26.2 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 LAND REVENUE & SETTLEMENT DEPARTMENT's prior written approval to such agreements, and LAND REVENUE & SETTLEMENT DEPARTMENT 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.

27. Equipment, Vehicles and Materials

27.1 Equipment (laptop, computer hardware, etc), vehicles and materials, if any, made available to the Consultant by LAND REVENUE & SETTLEMENT DEPARTMENT, or purchased by the Consultant wholly or partly with funds provided by LAND REVENUE & SETTLEMENT DEPARTMENT, shall be the property of LAND REVENUE & SETTLEMENT DEPARTMENT and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to LAND REVENUE & SETTLEMENT DEPARTMENT an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with LAND REVENUE & SETTLEMENT DEPARTMENT's instructions.

27.2 Any equipment or materials brought by the Consultant or its Experts into India for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

28. Code of Conduct

28.1 The Consultant shall have a Code of Conduct for the Experts.

28.2 The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviour that are prohibited and understands the consequences of engaging in such prohibited behaviour.

28.3 These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

29. Forced Labour

29.1 The Consultant, including its Sub consultants, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.

29.2 No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of Lands, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

30. Child Labour

30.1 The Consultant, including its Sub consultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

30.2 The Consultant, including its Sub consultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

30.3 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse.
- (b) underground, underwater, working at heights or in confined spaces.
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads.
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

31. Non-Discrimination and Equal Opportunity

31.1 The Consultant shall not make decisions relating to the employment or treatment of Experts based on personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

31.2 Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 30).

32. Training of Experts

32.1 The Consultant shall provide appropriate training/sensitization to the Experts on social aspects of the Contract.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

33. Description of Key Experts

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

33.2 If required to comply with the provisions of Clause GCC 19a and depending on requirement of LAND REVENUE & SETTLEMENT DEPARTMENT as per emerging need, LAND REVENUE & SETTLEMENT DEPARTMENT reserves the right to increase / decrease the man-days/ man-months/ number of the Experts to be deployed under the Contract within the variation limit specified in SCC or require additional Experts to be deployed in areas of expertise other than those specified in Section 6. Terms of Reference.

33.3 The Consultant shall make the deployment accordingly at the same remuneration as is payable to the Key Expert at the corresponding level as per Contract. In case, to meet the need or the requirement, additional Key Expert i.e., different from and over and above the Key Experts deployed pursuant to the Contract, is required to be deployed, the approval and the remuneration for the additional Key Expert shall be as per GCC 35.

33.4 Accordingly, adjustments with respect to the estimated time-input/ number of Key Experts set forth in Appendix B will be made, provided (i) that such adjustments shall not alter the original time-input estimates for any individual/ number of Key-Experts, by more than the variation limit specified in GCC 33.2; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 45.2.

33.5 In cases beyond the provisions of Clause GCC 33.4 or if additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts/ number of Key Experts may be increased or additional Key Experts in different areas of expertise may be deployed by the Consultant by agreement in writing between LAND REVENUE & SETTLEMENT DEPARTMENT and the Consultant.

33.6 In case where payments under this Contract exceed the ceilings set forth in Clause GCC 45.2, the Parties shall sign a Contract amendment. In all other cases LAND REVENUE & SETTLEMENT DEPARTMENT's confirmation of the increase in writing shall be deemed to form a part of the Contract.

34. Replacement of Key Experts

34.1 Notwithstanding the above, 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 such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate of remuneration. The replacement will be considered to have equivalent or better qualifications and experience only if on applying the evaluation criteria and sub-criteria and point system mentioned in Section 2 as applicable for that category of Key Expert, the replacement secures technical evaluation score equal to or better than that of the original Key Expert named in the Contract.

34.2 In case the replacement secures technical evaluation score less than that of the original Key Expert named in the Contract, LAND REVENUE & SETTLEMENT DEPARTMENT may agree to the change provided the Consultant provides a written adequate justification and evidence satisfactory to LAND REVENUE & SETTLEMENT DEPARTMENT and the replacement is acceptable to LAND REVENUE & SETTLEMENT DEPARTMENT. However, in such a case the remuneration payable to the replacement shall stand reduced in the same proportion as the technical score secured by the replacement is with respect to the technical score secured by the original Key Expert named in the Contract.

35. Approval of Additional Key Experts

35.1 During the course of the Contract, LAND REVENUE & SETTLEMENT DEPARTMENT reserves the right to increase / decrease the man-days/ man-months/ number of the Key Experts to be deployed under the Contract or require additional Key Experts to be deployed in areas of expertise other than those specified in the Contract, as per the emerging need, as per GCC 33.2 above.

35.2 Accordingly, if during execution of the Contract, additional Key Experts are required to carry out the Services, upon communication of the same by LAND REVENUE & SETTLEMENT DEPARTMENT in writing, the Consultant shall submit to LAND REVENUE & SETTLEMENT DEPARTMENT for review and approval a copy of their Curricula Vitae (CVs). The CV of the additional Key Expert will be evaluated applying the evaluation criteria and sub-criteria and point system mentioned in Section 2 as applicable for the Key Expert at similar level for other position specified in the Contract which require similar qualifications and experience. The additional Key Expert shall be considered to have equivalent or better qualifications and experience only if, on applying the said evaluation criteria and sub-criteria and point system as applicable, the additional Key Expert secures technical evaluation score equal to or better than that of the Key Expert at similar level for other positions specified in the Contract.

35.3 In case the additional Key Expert is considered to have equivalent or better qualifications and experience as per GCC 35.2 above, the rate of remuneration payable to such new additional Key Experts shall be same as the rates for other Key Experts at similar level for other positions specified in the Contract. In case there are more than one Key Experts at similar level for other positions specified in the Contract with different remunerations, the lower of the remunerations shall be payable to the additional Key Expert.

35.4 In case the additional Key Expert secures technical evaluation score less than that of the Key Expert at similar level for other positions specified in the Contract, LAND REVENUE & SETTLEMENT DEPARTMENT may agree to the change provided the additional Key Expert is acceptable to LAND REVENUE & SETTLEMENT DEPARTMENT. However, in such a case the remuneration payable to the additional Key Expert shall stand reduced in the same proportion as the technical score secured by the additional Key Expert is with respect to the technical score secured by the Key Expert at similar level for other positions specified in the Contract.

36. Removal of Experts or Sub-consultants

36.1 If LAND REVENUE & SETTLEMENT DEPARTMENT finds that any of the Experts or Sub-consultant:

- (a) persists in any misconduct or lack of care.
- (b) carries out duties incompetently or negligently.
- (c) fails to comply with any provision of the Contract.
- (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or
- (e) undertakes behaviour which breaches the Code of Conduct.

the Consultant shall, at LAND REVENUE & SETTLEMENT DEPARTMENT's written request, provide a replacement.

36.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by LAND REVENUE & SETTLEMENT DEPARTMENT to be incompetent or incapable in discharging assigned duties, LAND REVENUE & SETTLEMENT DEPARTMENT, specifying the grounds, therefore, may request the Consultant to provide a replacement.

36.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to LAND REVENUE & SETTLEMENT DEPARTMENT and subject to Clause GCC 34.

36.4 Notwithstanding any requirement from LAND REVENUE & SETTLEMENT DEPARTMENT to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out Services, any Expert who engages in (a) to (e) above.

37. Replacement/ Removal of Experts – Impact on Payments

37.1 Except as LAND REVENUE & SETTLEMENT DEPARTMENT may otherwise agree, (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 Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed and shall be subject to Clause GCC 34.

38. Working Hours, Overtime, Leave, etc.

38.1 Working hours and holidays for Experts shall be as applicable for LAND REVENUE & SETTLEMENT DEPARTMENT. However, LAND REVENUE & SETTLEMENT DEPARTMENT reserves the right to require the presence and services of any one or more of the Key Experts during the said working hours/holidays.

38.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

38.3 Any taking of leave by Experts shall be subject to permission of the LAND REVENUE & SETTLEMENT DEPARTMENT and the prior approval by 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 LAND REVENUE & SETTLEMENT DEPARTMENT**39. Assistance and Exemptions**

39.1 Unless otherwise specified in the SCC, LAND REVENUE & SETTLEMENT DEPARTMENT shall use its best efforts to:

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

(b) Issue to officials, if required, all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

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

40. Access to Project Site

40.1 LAND REVENUE & SETTLEMENT DEPARTMENT warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. LAND REVENUE & SETTLEMENT DEPARTMENT will be responsible for any damage to the project site, or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

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

41.1 If, after the date of this Contract, there is any change in the applicable law in India with respect to taxes and duties (mere change in rates of taxes, duties and levies or nomenclature thereof, or such other similar changes, shall not be construed as change in applicable law) which increases or decreases the cost incurred by the Consultant in performing the Services, then 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 45.2

42. Services, Facilities and Property of LAND REVENUE & SETTLEMENT DEPARTMENT

42.1 LAND REVENUE & SETTLEMENT DEPARTMENT shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

42.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, 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.

43. Counterpart Personnel

43.1 LAND REVENUE & SETTLEMENT DEPARTMENT shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by LAND REVENUE & SETTLEMENT DEPARTMENT with the Consultant's advice, if specified in Appendix A.

43.2 If counterpart personnel are not provided by LAND REVENUE & SETTLEMENT DEPARTMENT to the Consultant as and when specified in Appendix A, LAND REVENUE & SETTLEMENT DEPARTMENT 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 LAND REVENUE & SETTLEMENT DEPARTMENT to the Consultant as a result thereof.

43.3 Professional and support counterpart personnel, excluding LAND REVENUE & SETTLEMENT DEPARTMENT's liaison personnel, shall work together with the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and LAND REVENUE & SETTLEMENT DEPARTMENT shall not unreasonably refuse to act upon such request.

44. Payment Obligation

44.1 In consideration of the Services performed by the Consultant under this Contract, LAND REVENUE & SETTLEMENT DEPARTMENT shall make such payments to the Consultant and in such manner as is provided by GCC F below.

44.2 Furnishing of CPG as per GCC 10.2 shall be a condition precedent for release of any payment due under the Contract.

F. PAYMENTS TO THE CONSULTANT

45. Ceiling Amount

This shall be based on agreed upon unit rates for the Consultant's Experts as per the Contract multiplied by the actual time spent by the Experts in executing the assignment. An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (GST Payable/ Reimbursable by LAND REVENUE & SETTLEMENT DEPARTMENT).

45.1 Payments under this Contract shall not exceed the ceilings in Indian Rupee specified in the SCC.

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

46. Remuneration and Reimbursable Expenses

46.1 LAND REVENUE & SETTLEMENT DEPARTMENT shall pay to the Consultant (i) remuneration that shall be 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) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services in accordance with the Contract but limited to the amount reimbursable as specified in SCC.

46.2 All payments shall be at the rates set forth in Appendix C and Appendix D.

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

46.4 The remuneration rates and charges are inclusive of all costs and interalia cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Key- Experts/ non-Key Experts, if any, identified separately in Appendix C as well as factors for social charges/ allowances and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads but shall be considered inclusive in profit), (ii) the cost of backstopping by home office staff and/ or any non-Key Expert, if any, other than those identified separately in Appendix C, (iii) the Consultant's profit, (iv) No taxes, duties and levies whatsoever would be applicable or payable by LAND REVENUE & SETTLEMENT DEPARTMENT as per GCC 47.2, and (iv) any other items as may be applicable but excluding reimbursable expenses reimbursable as per GCC 46.1.

47. Taxes and Duties

47.1 The Consultant, Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

47.2 As an exception to the above and as stated in the SCC, no taxes, duties and levies whatsoever would be applicable or payable by LAND REVENUE & SETTLEMENT DEPARTMENT.

48. Currency of Payment

48.1 Any payment under this Contract shall be made in Indian Rupee.

49. Mode of Billing and Payment

Payment will be made as per the milestone provided below

Sl No	Detailed Tasks	Deliverables	% Payment
1	Preparation of Inception report will include details of the scope of work by identification and meeting with stakeholders and Nodal officers for requirement gathering. Detailing the Approach and methodology for the assignment. Also ensure that Project Charter is developed and agreed upon by the department and Consultant, which should include, detailed project schedule, milestones and related outputs, issue and risk management plans, scope management plans, and quality assurance plan.	Inception Report	5%
2	Preparation of As-Is Assessment report with process review and process mapping with Key Findings and observation	As-Is Assessment Report with As-is Process Maps and descriptions	5%

3	Preparation of As-Is Assessment report with process review and process mapping with Key Findings and observation	As-Is Assessment Report with As-is Process Maps and descriptions	25%
4	Identification of process improvement with To-Be Process, Preparation of BPR Report. Functional Requirement Specification (FRS). Preparation of solution architecture, technical requirements, and steps to implement the application.	BPR Report FRS Report	25%
5	Roll out		20%
6	Go Live		10%
7	Completion and Exit Management	Project Closure Report	10%

50 Prompt Payment

50.1 LAND REVENUE & SETTLEMENT DEPARTMENT shall make best efforts and make payment as promptly as possible. However, no interest shall be applicable or payable if the payment gets delayed.

G. FAIRNESS AND GOOD FAITH**51 Good Faith**

51.1 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

52 Amicable Settlement

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

52.2 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 fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 53 shall apply.

53 Dispute Resolution

53.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to conciliation/adjudication/arbitration in accordance with the provisions specified in the SCC. However, in case of any dispute among CPSEs & Govt Departments, it may be settled as per Mizoram local Court Jurisdiction may be applicable only.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 & 6.2	<p>The addresses for communications are <i>[fill in at discussions with the selected firm]</i>:</p> <p>LAND REVENUE & SETTLEMENT DEPARTMENT: Attention: Facsimile: E-mail (where permitted): Consultant: Attention: Facsimile: E-mail (where permitted):</p>
8.1	<p>The Authorized Representatives are: For LAND REVENUE & SETTLEMENT DEPARTMENT: <i>[name, title]</i> For the Consultant: <i>[name, title]</i></p>
10.2	<p>The Consultant shall furnish CPG for an amount equal to 1% of estimate of the cost of the Services as per Clause GCC 45. For this purpose, the estimate of the cost shall include only the amount and as set forth in Appendix C (Remuneration). The CPG shall be in the form of Bank Guarantee in the format as per Attachment -1. The Bank Guarantee towards CPG shall be unconditional and irrevocable. The Bank Guarantee shall be encashed in case of forfeiture of CPG.</p>
13.1	<p>Expiration of Contract: The time period shall be 24 months after the Effective Date subject to any extension thereto.</p>
19.1.2	<p>For delay in providing the services of Experts including replacement of Experts and additional Experts as per GCC 34 & 35 respectively, the Consultant shall be liable to pay liquidated damages at the rate of 1 % of man-month rate of the Expert for each day of delay of providing the services of the Expert for all whose services are provided with delay. Maximum liquidated damages shall be limited to 10% of total project value.</p>

22.1	<p>The following limitation of the Consultant's Liability towards LAND REVENUE & SETTLEMENT DEPARTMENT will be applicable:</p> <p>Limitation of the Consultant's Liability towards LAND REVENUE & SETTLEMENT DEPARTMENT:</p> <p>a) Except in the case of gross negligence or wilful 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 LAND REVENUE & SETTLEMENT DEPARTMENT's property, shall not be liable to LAND REVENUE & SETTLEMENT DEPARTMENT:</p> <p>i. for any indirect or consequential loss or damage; and</p> <p>ii. for any direct loss or damage that exceeds the total value of the Contract.</p> <p>b) This limitation of liability shall not</p> <p>i. affects 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.</p> <p>ii. be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p>
23.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>a) Professional liability insurance, with a minimum coverage of not less than the total ceiling amount of the Contract.</p> <p>b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Consultant or its Experts or Sub-consultants, as per the Applicable Law.</p> <p>c) Third Party liability insurance, with a minimum coverage as per the Applicable Law.</p> <p>d) Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>e) 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.</p>
26.1 & 26.2	<p>The Consultant shall not use the documents and software created or generated in providing the Services under the Contract, for purposes unrelated to this Contract without the prior written approval of LAND REVENUE & SETTLEMENT DEPARTMENT.</p>
33.2	<p>LAND REVENUE & SETTLEMENT DEPARTMENT reserves the right to increase / decrease the man-days/ man-months/ number of the Experts to be deployed under the Contract up to and including 100% of the number of Experts in each category specified in Section 6. Terms of Reference.</p>

46.1	<p>The per man-month unit remuneration rates indicated in Appendix B are inclusive of all costs and expenses that the Consultant may incur in providing and deploying the Experts and other resources for rendering the Services under the Contract.No taxes, duties and levies arereimbursable/ payable by LAND REVENUE & SETTLEMENT DEPARTMENT as per GCC 47.1 & 47.2 and the expenses towards visits of the Key Experts and Non-Key Experts as given below:</p> <p>Travel expenses including boarding and lodging towards visits of the Key and Non-Key Experts outside the field jurisdiction of the expert, at the request of LAND REVENUE & SETTLEMENT DEPARTMENT, for any purpose relevant to and in connection with the assignment if conveyance, lodging, boarding etc.may be provided by the LAND REVENUE & SETTLEMENT DEPARTMENT, may be reimbursed. However, no reimbursement shall be provided for local travel of Non-Key Experts posted in the field.</p> <p>All such travel would be only as per prior approval of LAND REVENUE & SETTLEMENT DEPARTMENT. Expenses for such travel will be reimbursed by LAND REVENUE & SETTLEMENT DEPARTMENT including boarding, lodging, local and other travel, as per LAND REVENUE & SETTLEMENT DEPARTMENT policy for the same applicable for Class I officers of the LAND REVENUE & SETTLEMENT DEPARTMENT.</p>
13.1	<p>Expiration of Contract: The time period shall be 24 months after the Effective Date subject to any extension thereto.</p>
47.1 & 47.2	<p>No tax, duties or levies on the consulting services provided by the Consultant to the LAND REVENUE & SETTLEMENT DEPARTMENT under the Contract shall be paid/ reimbursed by LAND REVENUE & SETTLEMENT DEPARTMENT against requisite documents as per actuals.</p>
49.1(a)	<p>No advance payment under the Contract shall be made by LAND REVENUE & SETTLEMENT DEPARTMENT to the Consultant.</p>
49.1 (b), (C), (d)	<p>Subject to availability of fund, any delay in payment due to hindrances beyond the control of Land Revenue & Settlement Department, Mizoram should be entertained by the contractor.</p>
49.1 (d)	<p>Final report for the purpose of the Final Payment shall mean report/ document, if any, to be submitted by the Consultant to LAND REVENUE & SETTLEMENT DEPARTMENT pursuant to last of the functions completed by the Consultant, under the Scope of Services specified in Appendix A- Terms of Reference, as certified by the Utility. In case no such report/ document is to be submitted for the said function, its completion as certified by the LAND REVENUE & SETTLEMENT DEPARTMENT shall be deemed to be the final report for the purpose of Final Payment.</p>
49. 1(e)	<p>The account is:</p>

53.1	<p>1. Disputes shall be settled by through conciliation or arbitration in accordance with Arbitration and Conciliation Act, 1996 including amendments thereto, as applicable from time to time, in accordance with the rules thereto and the Applicable Law under Mizoram local court jurisdiction only.</p> <p>2. In any arbitration proceeding hereunder:</p> <p>a) proceedings shall be held in Mizoram Local court jurisdiction only, India which shall be the seat as well as the venue of arbitration except otherwise agreed by the Parties.</p> <p>b) English language shall be the official language for all purposes; and</p> <p>c) the decision of the sole arbitrator or of most of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in the court of competent jurisdiction in India as per the Applicable Law</p>
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ATTACHMENT -1 TO SCC**FORM OF CONTRACT PERFORMANCE SECURITY (BANK GUARANTEE)**

[Refer Clause GCC 10.2]

Address

(With due stamp duty as applicable)

OUR LETTER OF GUARANTEE No.:

In consideration of LAND REVENUE & SETTLEMENT DEPARTMENT having its office at _____ (hereinafter referred to as "LAND REVENUE & SETTLEMENT DEPARTMENT" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as "The Supplier/Consultant" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

This Bank Guarantee issued by _____ Bank, on behalf of the contractor in favour of LAND REVENUE & SETTLEMENT DEPARTMENT is in respect of the Contract/agreement dated _____.

WHEREAS the Supplier/Consultant having unequivocally accepted to render the services as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and LAND REVENUE & SETTLEMENT DEPARTMENT having agreed that the Supplier/Consultant shall furnish to LAND REVENUE & SETTLEMENT DEPARTMENT a Contract Performance Security for the faithful performance of the entire contract, to the extent of **1% (One percent)** (or the percentage as per the individual case) of the value of the Purchase Order i.e. for Rs. _____.

We, _____ ("The Bank") which shall include Our successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier/Consultant) in cover of Contract Performance Security in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay up to but not exceeding Rs. _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier/Consultant having failed to perform the Agreement and despite any contestation on the part of above named supplier/consultant without any demure, reservation, contest, recourse or protest and/or without any reference to the supplier/consultant.

Any such demand made by the LAND REVENUE & SETTLEMENT DEPARTMENT on the Bank shall be conclusive and binding notwithstanding any difference between the LAND REVENUE & SETTLEMENT DEPARTMENT and Supplier/Consultant or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the LAND REVENUE & SETTLEMENT DEPARTMENT and further agrees that the guarantee herein contained shall continue to be enforceable till the LAND REVENUE & SETTLEMENT DEPARTMENT discharges this guarantee.

The LAND REVENUE & SETTLEMENT DEPARTMENT shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by Supplier/Consultant. The LAND REVENUE & SETTLEMENT DEPARTMENT shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier/Consultant, and to exercise the same at any point in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the LAND REVENUE & SETTLEMENT DEPARTMENT and the Supplier/Consultant or any other course of or remedy or security available to the LAND REVENUE & SETTLEMENT DEPARTMENT. The Bank shall not be released of its obligations under these presents by any exercise by the LAND REVENUE & SETTLEMENT DEPARTMENT of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the LAND REVENUE & SETTLEMENT DEPARTMENT or any other indulgence shown by the LAND REVENUE & SETTLEMENT DEPARTMENT or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the LAND REVENUE & SETTLEMENT DEPARTMENT at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier/Consultant and notwithstanding any security or other guarantee that LAND REVENUE & SETTLEMENT DEPARTMENT may have in relation to the Supplier's/Consultant's liabilities.

This Letter of Guarantee will expire on _____ plus 180 days of claim period and any claims made hereunder must be received by us on or before expiry date/claim period after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Notwithstanding anything contained hereinabove:

- a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only)
- b) This Guarantee shall remain in force up to and including _____ (including claim period of three months) Unless the demand/claim under this guarantee is served upon us in writing before within 180 days all the rights of LAND REVENUE & SETTLEMENT DEPARTMENT under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.
- c) BG confirmation can also be sought by sending email to _____ (Bank Official email id)

Authorized Signatory
Seal of Bank

Appendices

APPENDIX A – TERMS OF REFERENCE

1. Duration of the engagement under the Contract

The engagement of the Consultant under the Contract shall be for a period of 2 (two) years from the date of signing of Contract till completion of the project. The Key Experts and Non-Key Experts shall accordingly be deployed by the Consultant as per the requirement of LAND REVENUE & SETTLEMENT DEPARTMENT from time to time during the currency of the Contract including its extensions if any, for attaining the objectives of the assignment. The deployment would be offsite and/ or onsite at LAND REVENUE & SETTLEMENT DEPARTMENT's and Address depending on the requirement.

2. Scope of Services

The scope of services of the Consultant is to provide the services of the Key Experts and Non-Key Experts as per Appendix-B for the specified time period for the duration of the Contract for supporting and assisting LAND REVENUE & SETTLEMENT DEPARTMENT to carry out the functions of PMC:

The functions of the PMC include the following:

A) Preparation of Action Plan and BPR, SRS, FRS, AS IS, TO BE process as per the scheme Guidelines and instructions that may be issued by the Ministry of Finance/Nodal Agency from time to time and based on the data/inputs to be provided by the LAND REVENUE & SETTLEMENT DEPARTMENT.

B) Provide assistance and support for

a. Bid(s) Process Management

b. Project Management such as periodic reports. Monitor of project and its implementation, etc.

c. Works mentioned in the Guidelines of the scheme

d. Any other works related to the project as assigned by the department from time to time.

e. Advise on the Selection of System Integrator.

3. Project Management:

Consultant will provide assistance and support for the various activities of project management and monitoring like

a. Finalization & approval of Guaranteed Technical Particular (GTP), Technical specifications, drawings, of equipment to be installed (If required).

b. Quality Assurance

c. Co-ordination with implementing agency/turnkey contractor and LAND REVENUE & SETTLEMENT DEPARTMENT to monitor the supply chain of materials.

d. Maintenance of MIS related to the project, progress reports and details required for Results Evaluation Framework.

e. Identification of anticipated bottlenecks in project implementation & preparation of remedial action plan.

f. Coordination and reporting to various stakeholders including MoP and Nodal agencies.

g. Fund flow management and recommend the claim of LAND REVENUE & SETTLEMENT DEPARTMENT for fund release.

4. Exclusions:

- a. PMC shall not certify the contractor bills nor carry out Joint Measurement.
- b. Pre-dispatch Inspection of materials

5. Deliverables:

The following are the deliverables of the Consultant:

- a. Action Plan.
- b. BPR, SRS, FRS, AS IS, TO BE process documents.
- c. Draft RFP, bid evaluation report etc. as per the work given to the experts.
- d. Monthly MIS reports including physical and financial progress reports and issues etc.
- e. Quarterly reports of the activities undertaken.

6. Land Revenue & Settlement Department's Input and Counterpart Personnel

- a. Services, facilities etc. to be made available to the experts by Land Revenue & Settlement Department: Only the working space equipped with table and chairs will be made available to the Consultant free of cost in LAND REVENUE & SETTLEMENT DEPARTMENT premises/ Office for use of the Experts under the Contract. Canteen facilities wherever available may also be utilized by the Experts on payment as applicable for the meals from time to time.
- b. The Experts shall, however, be required to use their own laptops/ computers /Data/ mobile phone etc. for their work.
- c. The Non-Key Experts posted in the field are expected to travel within the division/district etc. for monitoring and should be equipped with suitable conveyance for short journeys to be made at the expense of the Consultant.
- d. LAND REVENUE & SETTLEMENT DEPARTMENT shall provide all assistance and inputs, data etc. to enable the Consultant to carry out the functions of PMC.
- e. LAND REVENUE & SETTLEMENT DEPARTMENT shall appoint a nodal officer for coordination and management of the contract.

**APPENDIX D – ESTIMATE OF GST PAYABLE/
REIMBURSABLE BY LAND REVENUE & SETTLEMENT DEPARTMENT**

The applicable GST is 18% and shall be reimbursable accordingly. If there is a change in the GST, the changed rate will be submitted to the department in writing.

Travel expenses for site visit upto 3 times a month provided by the consultant and the consultant's own interest only.

**II. General Conditions
Attachment 1
(Integrity Pact to be attached)**

PART III

Section 8. Notification of Award

Notification of Award

[This Notification of Award shall be addressed and sent to the successful Consultant selected through the RFP process. Send this Notification to the authorized representative of the Consultant].

Reference: Date.....

Address: *[insert Consultant's address]*

Telephone/Fax numbers: *[insert telephone/fax numbers]*

Email Address: *[insert email address]*

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Kind Attention: *[Name and Designation of Consultant's authorized representative]*

Notification of Award

Sub.: Notification of Award for: *[insert the name of the contract]*

RFP No: *[insert RFP reference number]*

Dear Sir/ Madam,

1.0 REFERENCE

This has reference to the following:

1.1 RFP documents for the subject package downloaded by you from the portal <https://.....>, comprising the following:

- a) Section.1:
- b) Section.2:
- c) Section.3:

.....

1.1.1 Amendment No.-1& Clarification No. -1 to the RfP Documents, which was issued to you through portal <https://.....> vide our letter Ref. No.

..... dated

1.2 Your Proposal for the consulting services under the subject contract package comprising of Technical Proposal (First Envelope) and Price Proposal (Second Envelope), submitted/uploaded by you on the portal <https://.....> [Technical Proposal reference no. dated opened on].

RFP for "Consultancy Services for assisting, Supporting and monitoring - Project Management to Implement Comprehensive Integrated GIS based system for Maintenance and Management of land records in Mizoram" RFP No. G. 28015/1/2021-DTE(REV) PLAN: Dt.: 12.08.2022

- 1.3 Your Price Proposal reference no. dated opened on
- 1.4 Intimation for conducting Contract discussions on and your Minutes of Contract discussions dated.....

2.0 AWARD OF CONTRACT

We confirm having accepted your Proposal (referred to at para 1.2, 1.4 & 1.5 above) read in conjunction with the RFP Documents (referred to at para 1.1 above) and award on you the Contract for Consultancy Services for assisting and monitoring in Project Management to Land Revenue & Settlement Department, Mizoram.

3.0 ESTIMATED COST OF SERVICES

- 3.1 The estimated cost of Services to be rendered / provided by the Consultant under and as per the Contract is Rupees.....(Remuneration) and Rupees..... (GST Payable/ Reimbursable by LAND REVENUE & SETTLEMENT DEPARTMENT).

4.0 COMMENCEMENT OF THE CONTRACT

- 4.1 The Contract shall come into force and effect on the date (the "Effective Date") of signing of Contract or of LAND REVENUE & SETTLEMENT DEPARTMENT's notice to the Consultant instructing the Consultant to begin carrying out the Services, whichever is earlier.

- 4.2 The Contract shall remain in force for 48 months after the Effective Date unless terminated earlier or extended further as per the provisions thereof.

- 5.0 Through this Notification of Award we confirm acceptance of your Proposal read in conjunction with already discussed Contract and award of the Contract on you.

- 5.1 We now request to sign and enter into the Contract Agreement with us as per the already discussed Contract, within seven (7) Business Days from the date of receipt of this notification.

- 5.2 Please note that you are also required to furnish a Contract Performance Guarantee (CPG) as per Clause GCC 10.2 of the RFP documents for an amount of Rs.....

- 6.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page as a token of your acknowledgement.

Please take further necessary action to sign the Contract Agreement, furnishing the CPG and commence the Services.

Yours faithfully,

**For and on behalf of
LAND REVENUE & SETTLEMENT DEPARTMENT**

(.....)