



**GOVERNMENT OF MEGHALAYA**  
**PLANNING INVESTMENT PROMOTION & SUSTAINABLE DEVELOPMENT DEPARTMENT**

**AMENDMENT**

No. PLR.47/2023/267

Dated Shillong, the 14<sup>th</sup> July, 2023

In RFP No. PLR.47/2023/232, dated 26<sup>th</sup> June, 2023 pertaining to RFP for Selection of Consulting Services for Design and Supervision of Civil Infrastructure Development under the Project "Supporting Human Capital Development in Meghalaya-Phase-2" the following Amendments have been made:

SN	Section and Clauses	Details	Remarks
1.	<b>Section 1: Instructions to Consultants &amp; Instructions to Consultants</b> <ul style="list-style-type: none"><li>▪ Clause 1(i)</li><li>▪ Clause 5.1</li><li>▪ Clause 6.1</li><li>▪ Clause 6.2</li><li>▪ Clause 10.3</li><li>▪ Clause 15.2</li><li>▪ Clause 16.1</li></ul>	Appendix 1	Correction
2.	<b>Section 1: Instructions to Consultants &amp; Data Sheet</b> E. Data Sheet <ul style="list-style-type: none"><li>▪ Clause 14.1.3</li><li>▪ Clause 14.1.4 and 27.2</li><li>▪ Clause 15.2</li><li>▪ Clause 16.1 (Inclusion)</li><li>▪ Clause 17.7 and 17.9</li><li>▪ Clause 20.1</li><li>▪ Clause 16.3 and 25</li><li>▪ Clause 27.1</li><li>▪</li></ul>	Appendix 1	Revision and Inclusion
3.	<b>Section 1: Instructions to Consultants &amp; Data Sheet</b> <ul style="list-style-type: none"><li>▪ Evaluation Criteria</li></ul>	Appendix 2	New Inclusion and Revision
4	<b>Section 6: Terms of Reference</b> <ul style="list-style-type: none"><li>▪ Clause 6.4</li><li>▪ Clause 6.14.</li><li>▪ Clause 6.15.</li></ul>	Appendix 3	New Inclusion and Revision
	<b>Section 7- Conditions of Contract and Contract Forms</b> <b>III. Special Conditions of Contract</b> <ul style="list-style-type: none"><li>▪ Clause 23.1</li></ul>	Appendix 4	Revision

In view of the above amendments, the RFP is also revised accordingly to include all the amendments.

This issues with the approval of 'Competent Authority'

  
**(K. Hynniewta)**

Officer on Special Duty & Ex-Officio Joint Secretary  
Planning, Investment Promotion &  
Sustainable Development Department  
Government of Meghalaya

**Section 1: Instructions to Consultants & Data Sheet**

<b>Existing</b>	<b>Amended</b>
1.(i) "Data Sheet" means an integral part of the Instructions to Consultants in <b>Section 2</b> used to reflect the specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.	1.(i) "Data Sheet" means an integral part of the Instructions to Consultants in <b>Section 1</b> used to reflect the specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
5.1 The Bank requires compliance with its Anticorruption Policy as set forth in <b>Section 6</b> .	5.1 The Bank requires compliance with its Anticorruption Policy as set forth in <b>Section 5</b> .
6.1 The Bank permits consultants (individuals and firms, including JVs and their individual members) from the eligible countries as stated in <b>Section 5</b> (Eligible Countries) to offer consulting services for Bank-financed projects. In the case of a JV,.....	6.1 The Bank permits consultants (individuals and firms, including JVs and their individual members) from the eligible countries as stated in <b>Section 4</b> (Eligible Countries) to offer consulting services for Bank-financed projects. In the case of a JV,....
6.2 The Consultant, and all parties constituting the Consultant, should be nationals of an eligible country, in accordance with <b>Section 5</b> (Eligible Countries)....	The Consultant, and all parties constituting the Consultant, should be nationals of an eligible country, in accordance with <b>Section 4</b> (Eligible Countries)....
10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form ( <b>Section 4</b> ).	10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form ( <b>Section 3</b> ).
15.2 Depending on the nature of the assignment, the Consultant is required to submit a full technical proposal (FTP), or a simplified technical proposal (STP) as indicated in the <b>Data Sheet</b> and using the Standard Forms provided in <b>Section 3</b> of the RFP.	15.2 Depending on the nature of the assignment, the Consultant is required to submit a full technical proposal (FTP), or a simplified technical proposal (STP) as indicated in the <b>Data Sheet</b> and using the Standard Forms provided in <b>Section 2</b> of the RFP.
<b>16.1</b> The Financial Proposal shall be prepared using the Standard Forms provided in <b>Section 4</b> of the RFP. It shall list all costs associated with the assignment,.....	<b>16.1</b> The Financial Proposal shall be prepared using the Standard Forms provided in <b>Section 3</b> of the RFP. It shall list all costs associated with the assignment,....

## E. Data Sheet

Existing	Amended as
<p><b>17.7 and 17.9</b></p> <p><b><u>Deadline for the Submission of Proposals</u></b></p> <p>The Proposals must be received at the address below no later than:</p> <p>Date: 18-July-2020</p> <p>Time: 17:00 hours IST</p> <p>The Proposal submission address is:</p> <p>Joint Secretary, Planning, Investment Promotion &amp; Sustainable Development Department, Government of Meghalaya, Room No. 215, Meghalaya Secretariat (Main Building), MG Road, Shillong, East Khasi Hills, Meghalaya – 793001, India</p>	<p><b>17.7 and 17.9</b></p> <p><b><u>Deadline for the Submission of Proposals</u></b></p> <p>The Proposals must be received at the address below no later than:</p> <p><b>Date: 31-July-2023</b></p> <p>Time: 17:00 hours IST</p> <p>The Proposal submission address is:</p> <p>Joint Secretary, Planning, Investment Promotion &amp; Sustainable Development Department, Government of Meghalaya, Room No. 215, Meghalaya Secretariat (Main Building), MG Road, Shillong, East Khasi Hills, Meghalaya – 793001, India</p>
<p><b>20.1</b></p> <p><b><u>Opening of Technical Proposals</u></b></p> <p>The opening shall take place at:</p> <p>Room No. 215, Meghalaya Secretariat (Main Building), MG Road, Shillong, East Khasi Hills, Meghalaya -793001, India</p> <p>Consultants may also attend online for which the link will be published on the Department's Website <a href="http://www.megplanning.gov.in">www.megplanning.gov.in</a></p> <p>Date: 18-July-2023 same as the submission deadline indicated in 17.7.</p> <p>Time: 17:00 hours IST</p>	<p><b>20.1</b></p> <p><b><u>Opening of Technical Proposals</u></b></p> <p>The opening shall take place at:</p> <p>Room No. 215, Meghalaya Secretariat (Main Building), MG Road, Shillong, East Khasi Hills, Meghalaya -793001, India</p> <p>Consultants may also attend online for which the link will be published on the Department's Website <a href="http://www.megplanning.gov.in">www.megplanning.gov.in</a></p> <p>Date: <b>31-July-2023</b> same as the submission deadline indicated in 17.7.</p> <p>Time: 17:00 hours IST</p>
<p><b>14.1.4 and 27.2</b></p> <p><b><u>Not Applicable</u></b></p>	<p><b>Deleted</b></p>
<p><b>15.2</b></p> <p><b><u>Format of Technical Proposal</u></b></p> <p>The format of the Technical Proposal to be submitted is:</p> <p>FTP</p>	<p><b>15.2</b></p> <p><b><u>Format of Technical Proposal</u></b></p> <p>The format of the Technical Proposal to be submitted is:</p> <p>FTP</p>

<p>Please refer to the Checklist of Required Forms in <b>Section 3</b></p> <p>Submission of the Technical Proposal in incorrect format may lead to the Proposal being deemed non-responsive to the RFP requirements</p>	<p>Please refer to the Checklist of Required Forms in <b>Section 2</b></p> <p>Submission of the Technical Proposal in incorrect format may lead to the Proposal being deemed non-responsive to the RFP requirements</p>
<p>None</p>	<p><b><u>Inclusion of 16.1</u></b></p> <p>Financial Proposal shall include the following costs:</p> <p>Remuneration Costs</p> <p>Reimbursables Costs</p> <p>Provisional Sums (not exceeding 15%)</p> <p>Contingency (not exceeding 3%)</p>
<p><b>16.3 and 25</b></p> <p>Taxes - Negotiation</p> <p>At contract negotiations, the above-described local taxes will be discussed and agreed (using the itemized list as guidance) and added to the contract amount in separate lines, as needed, also indicating which taxes shall be paid by the Consultant and which are withheld and paid by the Client on behalf of the Consultant.</p>	<p>Deleted</p>
<p><b>27.1</b></p> <p><b>Conversion into Single Currency</b></p> <p>The single currency for the conversion of all prices expressed in various currencies into a single one is: INR</p> <p>The official source of the selling (exchange) rate is: <b>IMF</b></p> <p>The date of the exchange rate is: 4 weeks prior to the deadline for submission</p>	<p><b>27.1</b></p> <p><b>Conversion into Single Currency</b></p> <p>The single currency for the conversion of all prices expressed in various currencies into a single one is: INR</p> <p>The official source of the selling (exchange) rate is: <b>RBI</b></p> <p>The date of the exchange rate is: 4 weeks prior to the deadline for submission</p>
<p><b>14.1.3</b></p> <p><b>Minimum time-input of Key Experts' is: 246 person-months.</b></p>	<p><b>14.1.3</b></p> <p><b>Minimum time-input of Key Experts' is: 276 person-months.</b></p>

**Section 1: Instructions to Consultants & Data Sheet**

**Evaluation Criteria (Existing)**

<b>SN</b>	<b>Requirements</b>	<b>Maximum Marks</b>
<b>A</b>	<b>Financial Strength Related</b> Annual average turnover in last 3 (three) financial years ending 31 <sup>st</sup> March (2019-20, 2020-21, 2021-22).	<b>15</b>
	INR.5 Crores – 10 Crores	05
	INR.11 Crores – 15 crores	10
	INR.16 crores and above	15
<b>B</b>	<b>Similar Project* Experience</b> The agency must have experience in Similar activities	<b>20</b>
	Minimum 2 Projects	8
	Above 2 Projects: 4 Marks for each up to maximum of 5 Projects (20 marks)	12
<b>C</b>	<b>Key personnel's qualifications and Experience</b>	<b>35</b>
	<b>I – Design &amp; Procurement Phase</b>	
	Team Leader: Chief Architect	06
	Deputy Team Leader cum Structural Design Engineer	04
	Civil Design Engineer (Water and Sanitation)	02
	MEP Design Engineer	02
	Architect	02
	Quantity Surveyor	02
	Environment Specialist	02
	Social Specialist	02
	<b>II – Construction Phase</b>	
	Team Leader - Chief Construction Manager	06
	Dy. Team Leader - Senior Construction Manager	04
	Senior Quality Control Engineer	03
<b>D</b>	<b>Approach &amp; Methodology and Timeline</b>	<b>30</b>
	Presentation on Approach and Methodology and concept note	20
	Work Plan & Timeline	10
	<b>Total (A+B+C+D)</b>	<b>100</b>

\*Similar Projects: Design and Construction Supervision of largescale civil infrastructure works for institutional/ educational buildings i.e. schools, colleges, Institutes, (Industrial Training Institutes, Polytechnic College, Skill Development Institutes etc.) completed in last 7 years

**Amended as:****F. Criteria, Sub-criteria and Point System for Evaluation**

The proposals will be evaluated based on the technical and financial quotations submitted by the Consultants. The Technical Proposal shall be evaluated as per Technical Evaluation criteria which is given in the table below (Y - Yes: N – No: NA – Not Applicable):

**a. Level 1: Sub-Criteria (Pre-Qualification Criteria):**

<b>SN</b>	<b>Particular of Submission</b>	<b>[Y/N/NA]</b>	<b>Remarks</b>
1	Certificate of incorporation/registration in India including GST Registration and PAN No. (to be provided by Sole Bidder or every Consortium member in case of consortium).		The bidder (all the consortium partners in case of consortium) must be either an Organization, Institute, Company, Corporation, Society, Trust, Firm, registered/incorporated in India.  Consortium to be restricted to max. 3 firms.
2	Certified copy of the incorporation / constitution documents provided. The bidder (lead bidder and any One other consortium member, in case of consortium) should have a positive net worth and should be a profit-making company, as on 31st March 2022.  In case of sole Bidder: The bidder should have an average annual turnover of INR 5 Crores for last 3 audited financial years (2019-20, 2020-21, and 2021-22).  In case of consortium: •The Lead bidder should have minimum average annual turnover of INR 3 Cr in for last 3 audited financial years (2019-20, 2020-21, and 2021-22). • Each of the other bidders should have minimum average annual turnover of INR 1 Cr. for last 3 audited financial years (2019-20, 2020-21, and 2021-22). •The total of average turnover for last 3 FYS of the lead bidder and consortium members should be minimum INR 5 Cr. for last for last 3 audited financial years (2019-20, 2020-21, and 2021-22).		Audited Balance Sheet (to be provided by each consortium member in case of consortium)  Audited Profit & Loss Statement (to be provided by each consortium member in case of consortium)  Certificate from the statutory auditor/Chartered Accountant clearly specifying the net worth of the firm (to be provided by each consortium member in case of consortium)
3	The Bidder (lead bidder and any One other		The applicant is required to submit

SN	Particular of Submission	[Y/N/NA]	Remarks
	<p>consortium member, in case of consortium) must have executed / executing at least 2 projects in design and construction supervision for any Central/State Government/PSU Departments in India of value greater than 5 Crore each during the last three financial years (FY 2019-20, 2020-21, and 2021-22</p> <p><b>AND</b></p> <p>The Bidder (lead bidder and any One other consortium member, in case of consortium) must have executed (or executing) at-least 2 projects in design and construction supervision for Central / State Government/PSU Departments in India of value greater than 2 Crore each during the last three financial years (FY 2019-20, 2020-21, and 2021-22.</p>		<p>proof of engagement such as Work Order/ Engagement Letter/ Contract Agreement / Master Service Agreement and Client Satisfactory Work certificate / Completion Certificate from the client / Self-certificate signed by the Authorised Signatory in whose name the Power of Attorney / Board Resolution has been issued.</p>
4	A Power of Attorney / Board Resolution in the name of the person signing the Bid		Original Power of Attorney/Board Resolution copy
5	As on date of submission of the proposal, the bidder and the consortium members (in case of consortium) should not be blacklisted by Central / State Governments in India.		
6	<p>The bidder should:</p> <ul style="list-style-type: none"> <li>•not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not be declared defaulter by any financial institution not having its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons</li> <li>•not have, and their directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to</li> </ul>		Original Undertaking bytheauthorizedsignatory

SN	Particular of Submission	[Y/N/NA]	Remarks
	debarment proceedings •not have a conflict of interest in the procurement in question as specified in the bidding document		
	The bidder has not been debarred or disqualified from any assignment, by any State Government Department or Corporation		
	<b>Result Level-1 Check for Compliance (Complied: Yes/No)</b>		<b>Proceed to level 2</b>

**b. Level 2: Technical Competence (Firms who clear Level 1 Compliance Check): 100 – Marks**

SN	Requirements	Maximum Marks
<b>A</b>	<b>Similar Project* Experience</b> The agency must have experience in Similar activities	<b>20</b>
	1. Schools,ITIs and other social infrastructure <b>(10 Marks)</b> Less than 2 schools / ITIs / other social infrastructure – 0 Marks 2Schools / ITIs / other social infrastructure– 4 Marks (1 mark for each additional school / ITI / other social infrastructure up to a maximum of 10 marks)	<b>10</b>
	2. IT Hubs or Parks / Skills Park or Universities <b>(10 Marks)</b> 1 Project – 5 Marks (2 marks for each additional project up to a maximum of 10 marks)	<b>10</b>
<b>B</b>	<b>Geographical Experience (10 Marks)</b> Experience in similar geographical areas In Meghalaya and other Hilly Region – 10 marks In Meghalaya – 8 marks In other Hilly Regions – 6 marks No Experience – 0 marks	<b>10</b>
<b>C</b>	<b>Key personnel’s qualifications and Experience</b>	<b>35</b>
	<b>I – Design &amp; Procurement Phase &amp; II – Construction Phase</b>	
	Team Leader: Chief Architect cum Chief Construction Manager	<b>10</b>
	Deputy Team Leader: Structural Design Engineer cum Senior Construction Manager	<b>08</b>
	Environment Specialist	<b>02</b>
	<b>I – Design &amp; Procurement Phase</b>	
	Civil Design Engineer (Water and Sanitation)	02
	MEP Design Engineer	02
	Architect	02
	Quantity Surveyor	<b>03</b>
	Social Specialist	02



	<b>II – Construction Phase</b>	
	Senior Quality Control Engineer	04
<b>D</b>	<b>Approach &amp; Methodology and Timeline</b>	<b>35</b>
	Presentation on Approach and Methodology and concept note	20
	Work Plan & Timeline	<b>15</b>
	<b>Total (A+B+C+D)</b>	<b>100</b>

\*Similar Projects: Design and Construction Supervision of largescale civil infrastructure works for institutional/ educational buildings i.e. schools, colleges, Institutes, (Industrial Training Institutes, Polytechnic College, Skill Development Institutes etc.) IT Hubs/ Skill Parks or Universities and other social infrastructure completed in last 7 years.

## Section 6: Terms of Reference

## 6.4 Project Sites

<b>MEGHALAYA SKILLS PARK</b>			
<b>SN</b>	<b>Name of Institute</b>	<b>List of Proposed buildings</b>	<b>Approximate total plinth area on all floors (sq.m)</b>
51	Meghalaya Skills Park	Reception & Offices	Not finalized
		Academia & Training Area	Not finalized
		Residential Facilities	Not finalized
		Approach Road and Site Development	Not finalized
		<b>Total Plinth Area</b>	<b>Not finalized</b>

Amended as

<b>MEGHALAYA SKILLS PARK</b>			
<b>SN</b>	<b>Name of Institute</b>	<b>List of Proposed buildings</b>	<b>Approximate total plinth area on all floors</b>
51	Meghalaya Skills Park	Reception & Offices	<b>100000 sq.ft (approx.)</b>
		Academia & Training Area	
		Residential Facilities	
		Approach Road and Site Development	
		<b>Total Plinth Area</b>	

Address of the projects sites are given below:

<b>SN</b>	<b>Site Name</b>	<b>Address</b>
1	Polytechnic at Jowai	Ladthadlaboh West Jaintia Hills District Jowai-793150 Meghalaya
2	Polytechnic at Tura	Cherangre, West Garo Hills District Tura 794002 Meghalaya
3	Polytechnic at Shillong	MawlaiKynton- massar East Khasi Hills District Shillong-793017 Meghalaya
4	DIET at Thadlaskein	Thadlaskein, Jowai, West Jaintia Hills 793151
5	DIET at Tura	Chandmary, Rongkhon, Tura, West Garo Hills 794002

6	DIET at Nongstoin	Nongpyndeng, Nongstoin, West Khasi Hills 793119
7	DIET at Betasing	Betasing, Opposite PHC, South West Garo Hills, 794115
8	Shillong Public School	Village- Iaitumkhrah- Ward No.2, Location- Urban, Block- Shillong municipal and cant. District- east khasi hills, Pincode-793003, state- Meghalaya,
9	Pinemount School Shillong	Village-Malki Ward No.5, Location-Urban, Block- Shillong municipal and cant. District- East khasi hills, Pincode-793001, state- Meghalaya,
10	Jowai Public School	Village- Iadthalaboh East-Ward No.1 Location- Urban, Block- Thadlaskein District- west jaintia hills Pincode-793150, state- Meghalaya,
11	Tura Public School	Village- Ward No. 11 Location- Urban Block- Tura Urban Area, District- West Garo Hills, Pincode- 794002, State- Meghalaya,
12	Kiang Nangbah Government College, Jowai	Village- Ladthalaboh East - Ward No.1 Location- Urban Block- Thadlaskein, District- West Jaintia Hills, Pincode- 793150, State- Meghalaya,
13	Maharam Government Higher Secondary School, Mawkyrwat	Village- Mawkyrwat Location- Rural Block- Mawkyrwat, District- South West Khasi Hills, Pincode- 793114, State- Meghalaya
14	Tikrikilla Government Upper Primary School - Tikrikilla	Village- Tikrikilla (A) Location- Rural Block- Tikrikilla, District- West Garo Hills, Pincode- 794109, State- Meghalaya
15	Captain Williamson Memorial	Village- Belsalgre - Ward No.11

	Government College– Baghmara	Location- Urban Block- Baghmara, District- South Garo Hills, Pincode- 794102, State- Meghalaya
16	Rongrenggre Government Higher Secondary School , Williamnagar	Village- Williamnagar (Mb) - Ward No.4 Location- Urban Block- Samanda, District- East Garo Hills, Pincode- 794111, State- Meghalaya
17	Bajengdoba Government Upper Primary School – Bajengdoba	Village- Upper Bajengdoba Location- Rural Block- Bajengdoba, District- North Garo Hills, Pincode- 794002, State- Meghalaya
18	Adokgiri Government Upper Primary School – Adokgiri	Village- Adokgre Location- Rural Block- Kharkutta, District- North Garo Hills, Pincode- 783123, State- Meghalaya
19	Chotcholja Government Upper Primary School – Chotcholja	Village- Chotcholja Location- Rural Block- Kharkutta, District- North Garo Hills, Pin code- 783134, State- Meghalaya
20	Ampati Govt. Higher Secondary School, South West Garo Hills	Village- Ampatigri Location- Rural Block- Betasing, District- South West Garo Hills, Pincode- 794115, State- Meghalaya
21	Govt. Girls Higher Secondary School, East Khasi Hills	Village- Jail Road - Ward No.10 Location- Urban Block- Shillong Municipal And Cantt, District- East Khasi Hills, Pincode- 793001, State- Meghalaya
22	Govt. Boys Higher Secondary School, East Khasi Hills	Village- Jaiaw - Ward No.16 Location- Urban Block- Shillong Municipal And Cantt, District- East Khasi Hills, Pincode- 793002, State- Meghalaya

23	Mawphlang Govt. Upper Primary School, East Khasi Hills	Village- Ladumrisain Location- Rural Block- Mawphlang, District- East Khasi Hills, Pincode- 793121, State- Meghalaya
24	Mawryngkneng Govt. Secondary School	Village- Mawryngkneng Location- Rural Block- Mawryngkneng, District- East Khasi Hills, Pincode- 793021, State- Meghalaya
25	Rongrin Govt. Upper Primary School, Mawshynrut	Village- Umdang Location- Rural Block- Mawshynrut, District- West Khasi Hills, Pincode- 793119, State- Meghalaya
26	Mawlieh Govt Upper Primary School, Nongstoin	Village- Mawlieh Location- Rural Block- Nongstoin, District- West Khasi Hills, Pincode- 793119, State- Meghalaya
27	Tura Govt. College, Tura Urban Area	Village- Ward No. 5 Location- Urban Block- Tura Urban Area, District- West Garo Hills, Pincode- 794001, State- Meghalaya
28	Selsella Govt. Upper Primary School, West Garo Hills	Village- Apalgre Location- Rural Block- Selsella, District- West Garo Hills, Pincode- 794105, State- Meghalaya
29	Daram Union Govt. Upper Primary School	Village- Darampara - Ward No.5 Location- Urban Block- Resubelpara, District- North Garo Hills, Pincode- 794002, State- Meghalaya
30	Sohra Govt. College -New Campus	Village- Cherrapunjee (Ct) Location- Rural Block- Shella Bholaganj, District- East Khasi Hills, Pincode- 793108,

		State- Meghalaya
31	Jowai Govt Upper Primary School, (Sr. Basic School)	Village- Chutwakhu - Ward No.5 Location- Urban Block- Thadlaskein, District- West Jaintia Hills, Pincode- 793150, State- Meghalaya
32	Shangpung Govt. Upper Primary School	Village- ShangpungMoolibang Location- Rural Block- Laskein, District- West Jaintia Hills, Pincode- 793150, State- Meghalaya,
33	Govt Senior Basic School Mynso	Village- Mynso A Location- Rural Block- Laskein, District- West Jaintia Hills, Pincode- 793150, State- Meghalaya
34	Sutnga Govt Upper Primary School	Sutnga, Khliehriat, East Jaintia Hills 793200
35	Saipung Govt Upper Primary School	Village- Saipung Location- Rural Block- Saipung, District- East Jaintia Hills, Pincode- 793200, State- Meghalaya
36	Jirang Govt Secondary School	Village- NongThymmai Location- Rural Block- Jirang, District- Ri Bhoi, Pincode- 781131, State- Meghalaya
37	Mallangkona Govt Higher Secondary School	Village- Siminaguri Location- Rural Block- Mawshynrut, District- West Khasi Hills, Pincode- 793119, State- Meghalaya
38	Tirot Sing Memorial Govt Higher Secondary School	Village- Nongkhlaw A & B Location- Rural Block- Mairang, District- West Khasi Hills, Pincode- 793120, State- Meghalaya
39	Jengjal Govt. Upper Primary School	Village- Nengkalgre Location- Rural

		Block- Rongram, District- West Garo Hills, Pincode- 794002, State- Meghalaya
40	Rongjeng Govt. Upper Primary School	Village- Rongjeng Bazar Location- Rural Block- Rongjeng, District- East Garo Hills, Pincode- 794110, State- Meghalaya
41	Government Boys Higher Secondary School, Tura	Village- Ward No. 11 Location- Urban Block- Tura Urban Area, District- West Garo Hills, Pincode- 794002, State- Meghalaya
42	ITI Khliehriat	UmyrnaVillage,Khliehriat, Old SPO Office, East Jaintia Hills District
43	I.T.I Nongstoin	Sohpian, Nongstoin, West Khasi Hills District, Pin– 793119
44	I.T.I Nongpoh	NongpohDowngate, Nongkhrah, Ri Bhoi District, Pin – 793102
45	I.T.I Mairang	To be identified
46	ITI Women Tura	Tura Araimile, West Garo Hills District, Pin – 794101
47	ITI Women Shillong	Rynjah, Shillong, East Khasi Hills District, Pin - 793006
48	ITI Sohra	MawpunKyrtiang, Sohra, East Khasi Hills District, Pin - – 793108
49	ITI Ampati	Chekompara, Betasing, Southwest Garo Hills District, Pin – 794115
50	ITI Resubelpara	DaramGittinggre, Resubelpara, North Garo Hills District, Pin – 794108
51	Meghalaya Skills Park	IT Park, Umsawli Village, New Shillong Township.

#### 6.14. Key Experts and Team: Team Composition (Existing)

SN	Position	No.	Person Months *	Total Person Months
<b>Phase 1: Design &amp; Procurement Phase</b>				
1	Team Leader cum Chief Architect	1	12	12
2	Deputy Team Leader cum Structural Design	1	12	12

SN	Position	No.	Person Months *	Total Person Months
	Engineer			
3	Civil Design Engineer (Water and Sanitation)	1	12	12
4	MEP Design Engineer	1	12	12
5	Architect	1	12	12
6	Environment Specialist	1	9	9
7	Social Specialist	1	9	9
8	Quantity Surveyor	1	12	12
<b>A</b>	<b>Sub-Total: Key Experts-Design Phase</b>			<b>90</b>
<b>Phase 2: Construction Phase</b>				
1	Team Leader - Chief Construction Manager	1	30	30
2	Dy. Team Leader - Senior Construction Manager	1	30	30
<b>B1</b>	<b>Sub-Total: Key Expert-Construction Phase</b>			<b>60</b>
3	Contracts Management / Administration Expert	1	24	24
4	Senior Quality Control Engineer	1	12	12
5	Site Engineer Civil	2	30	60
6	Sr. Quantity Surveyor	1	30	30
<b>B2</b>	<b>Sub-Total: Non-Key Expert-Construction Phase</b>			<b>108</b>
	<b>Total person months (A1+B1+B2)</b>			<b>246</b>

### Amended as

#### 6.14. Key Experts and Team: Team Composition

SN	Position	No.	Person Months *	Total Person Months
<b>Phase 1: Design &amp; Procurement Phase &amp; Phase 2: Construction Phase</b>				
<b>1</b>	<b>Team Leader: Chief Architect cum Construction Manager</b>	<b>1</b>	<b>36</b>	<b>36</b>
<b>2</b>	<b>Deputy Team Leader: Structural Design Engineer and Senior Construction Manager</b>	<b>1</b>	<b>36</b>	<b>36</b>



SN	Position	No.	Person Months *	Total Person Months
3	Environment Specialist	1	22	22
<b>A</b>	<b>Sub-Total: Key Experts-Both Phases</b>			<b>94</b>
<b>Phase 1: Design &amp; Procurement Phase</b>				
4	Civil Design Engineer (Water and Sanitation)	1	12	12
5	MEP Design Engineer	1	12	12
6	Architect	1	12	12
7	Social Specialist	1	9	9
8	Quantity Surveyor	1	12	12
<b>B</b>	<b>Sub-Total: Key Experts-Design Phase</b>			<b>57</b>
<b>Phase 2: Construction Phase</b>				
1	Contracts Management / Administration Expert	1	24	24
2	Senior Quality Control Engineer	1	12	12
3	Site Engineer Civil	2	30	60
4	Sr. Quantity Surveyor	1	30	30
<b>C</b>	<b>Sub-Total: Non-Key Expert-Construction Phase</b>			<b>126</b>
	<b>Total person months (A1+B1+B2)</b>			<b>276</b>

### Key Expert's qualifications and job description (Existing)

Expertise	Min Qualifications	Job description
Deputy Team Leader: Structural Design Engineer	BE/B Tech with PG degrees in structural engineering and construction management with 15 years' experience in refurbishment cum new construction of sustainable school or other similar projects	<p>Analysis and design of all buildings (new sections and retrofitting of existing sections) and facilities as per the latest IS Codes, focusing on the potential hazards such as seismic, wind, landslide, flash flood, etc.</p> <p>Incorporate green building technologies and climate change mitigation design based on local materials to the extent feasible.</p> <p>Preparation of all calculations, interacting with the DoE (Engineering Wing), and getting approval from appropriate authorities.</p> <p>Preparation of working drawings with the draftsman.</p> <p>And guide collation of all civil works related data.</p>
Dy Team Leader – Senior Construction Manager	B Tech with PG in construction management with 10 years' experience in building works	<p>The Senior Construction Manager shall be responsible for leading the construction supervision team, co-ordinating with the design wing of the consulting firm as well as the contractors in order to deliver all works of the project within the stipulated time, cost and quality parameters.</p> <p>The Senior Manager shall also coordinate with the local stakeholders and local government bodies. The role shall also involve certification of the contractors' work, verification and approval of interim and final bills.</p>
Construction Manager	Preferably B Arch/ B Tech with 5-10 years' experience in building works	<p>Help the Senior Construction Manager in all her/his work. Visit the project sites regularly.</p> <p>Ensure that the construction causes minimum disruption to the teaching activities. The bulk of the construction will have to be timed during the non-monsoon period and school holidays.</p>

**Amended as****Key Expert's qualifications and job description**

Expertise	Min Qualifications	Job description
<p>Deputy Team Leader: Structural Design Engineer cum Senior Construction Manager</p>	<p>BE/B Tech with PG degrees in structural engineering and construction management with 10 years' experience in refurbishment cum new construction of sustainable school or other similar projects</p>	<p>As Structural Design Engineer, he / she shall analyse and design all buildings (new sections and retrofitting of existing sections) and facilities as per the latest IS Codes, focusing on the potential hazards such as seismic, wind, landslide, flash flood, etc.</p> <p>He/She shall incorporate green building technologies and climate change mitigation design based on local materials to the extent feasible.</p> <p>He/she shall also prepare all calculations, interact with the DoE (Engineering Wing), and get necessary approvals from appropriate authorities. Prepare of working drawings with the draftsman and guide collation of all civil works related data.</p> <p>As the Senior Construction Manager, he/she shall be responsible for leading the construction supervision team, co-ordinating with the design wing of the consulting firm as well as the contractors in order to deliver all works of the project within the stipulated time, cost and quality parameters.</p> <p>He/She shall also coordinate with the local stakeholders and local government bodies. The role shall also involve certification of the contractors' work, verification and approval of interim and final bills.</p>
<p>Construction Manager</p>	<p>Preferably B Arch/ B Tech with 5-10 years' experience in building works</p>	<p>Help the Senior Construction Manager in all her/his work. Visit the project sites regularly.</p> <p>Ensure that the construction causes minimum disruption to the teaching activities. The bulk of the construction will have to be timed during the non-monsoon period and school holidays.</p>

## 6.15. Communications and Reporting (Existing)

The indicative reporting requirement for the assignment is summarized below:

<b>Deliverables</b>	<b>Timeline</b>	<b>Description</b>
Inception report	3 months from mobilization	<ul style="list-style-type: none"> <li>▪ Detailed work plan and schedule</li> <li>▪ Conduct preliminary design review and</li> <li>▪ Review of existing situation and information</li> </ul>
Monthly progress reports and quarterly progress reports	<p>Brief report once a month</p> <p>More detailed report after completion of each quarter for both, GOM and ADB</p> <p>Brief PIU / DoE (Construction WING) and ADB as required</p>	<ul style="list-style-type: none"> <li>▪ Progress of delivery of each of the outputs</li> <li>▪ Key issues and constraints in implementation and construction</li> <li>▪ Updated project schedule</li> <li>▪ Updated physical and financial progress</li> </ul>
Interim report	Halfway through out the contract period showing detailed status of the civil works component and compliance with TOR and all ADB / GOM requirements	<ul style="list-style-type: none"> <li>▪ Progress on each component</li> <li>▪ Issues and constraints</li> </ul>
Annual progress report	<p>Each year showing:</p> <ul style="list-style-type: none"> <li>▪ detailed status of the civil works component and compliance with TOR and all ADB / GOM requirements</li> <li>▪ how climate change and environment concerns have been mainstreamed</li> <li>▪ specific steps taken for encouraging the use of local labor and up-skilling them</li> <li>▪ capacity building initiatives for DoE (Construction Wing) and PIU</li> <li>▪ constructive coordination and engagement with other firms hired under the projects / other project components</li> </ul>	<ul style="list-style-type: none"> <li>▪ Summary of requirements outlined above for all aspects of work and activities under the project</li> </ul>

Draft final report	<p>Three months prior to contract completion date showing detailed status of the civil works component and compliance with TOR and all ADB / GOM requirements</p> <p>showing:</p> <ul style="list-style-type: none"> <li>▪ detailed status of the civil works component and compliance with TOR and all ADB / GOM requirements</li> <li>▪ financial records</li> <li>▪ how climate change and environment concerns have been mainstreamed</li> <li>▪ specific steps taken for encouraging the use of local labour and up-skilling them</li> <li>▪ capacity building initiatives for DoE (Construction Wing) and PIU</li> <li>▪ constructive coordination and engagement with other firms hired under the projects / other project components</li> </ul>	<ul style="list-style-type: none"> <li>▪ Detailed draft report for outputs, including status reports of all design and construction works, issues, all deliverables under the contract</li> </ul>
Final report	<p>One month prior to contract completion date - showing</p> <ul style="list-style-type: none"> <li>▪ detailed status of the civil works component and compliance with TOR and all ADB / GOM requirements</li> <li>▪ financial records</li> </ul>	

**Amended as**

**6.15. Communications and Reporting (Revised)**

The indicative reporting requirement for the assignment is summarized below:

Deliverables	Timeline	Description
Inception report	3 months from mobilization	<ul style="list-style-type: none"> <li>▪ Detailed work plan and schedule</li> <li>▪ Conduct preliminary design review and</li> <li>▪ Review of existing situation and information</li> </ul> <p>Reports shall cover all the scope of work as listed out</p>

		in Section 6 "Terms of Reference", as applicable.
Monthly progress reports and quarterly progress reports	<p>Brief report once a month</p> <p>More detailed report after completion of each quarter for both, GOM and ADB</p> <p>Brief PIU / DoE (Construction WING) and ADB as required</p>	<ul style="list-style-type: none"> <li>▪ Progress of delivery of each of the outputs</li> <li>▪ Key issues and constraints in implementation and construction</li> <li>▪ Updated project schedule</li> <li>▪ Updated physical and financial progress</li> </ul> <p>Reports shall cover all the scope of work as listed out in Section 6 "Terms of Reference", as applicable.</p>
Interim report	<p>Halfway through out the contract period showing detailed status of the civil works component and compliance with TOR and all ADB / GOM requirements</p>	<ul style="list-style-type: none"> <li>▪ Progress on each component</li> <li>▪ Issues and constraints</li> </ul> <p>Reports shall cover all the scope of work as listed out in Section 6 "Terms of Reference", as applicable.</p>
Annual progress report	<p>Each year showing:</p> <ul style="list-style-type: none"> <li>▪ detailed status of the civil works component and compliance with TOR and all ADB / GOM requirements</li> <li>▪ how climate change and environment concerns have been mainstreamed</li> <li>▪ specific steps taken for encouraging the use of local labor and up-skilling them</li> <li>▪ capacity building initiatives for DoE (Construction Wing) and PIU</li> <li>▪ constructive coordination and engagement with other firms hired under the projects / other project components</li> </ul>	<ul style="list-style-type: none"> <li>▪ Summary of requirements outlined above for all aspects of work and activities under the project</li> </ul> <p>Reports shall cover all the scope of work as listed out in Section 6 "Terms of Reference", as applicable.</p>

Draft final report	<p>Three months prior to contract completion date showing detailed status of the civil works component and compliance with TOR and all ADB / GOM requirements</p> <p>showing:</p> <ul style="list-style-type: none"> <li>▪ detailed status of the civil works component and compliance with TOR and all ADB / GOM requirements</li> <li>▪ financial records</li> <li>▪ how climate change and environment concerns have been mainstreamed</li> <li>▪ specific steps taken for encouraging the use of local labour and up-skilling them</li> <li>▪ capacity building initiatives for DoE (Construction Wing) and PIU</li> <li>▪ constructive coordination and engagement with other firms hired under the projects / other project components</li> </ul>	<ul style="list-style-type: none"> <li>▪ Detailed draft report for outputs, including status reports of all design and construction works, issues, all deliverables under the contract</li> </ul> <p>Reports shall cover all the scope of work as listed out in Section 6 "Terms of Reference", as applicable.</p>
Final report	<p>One month prior to contract completion date - showing</p> <ul style="list-style-type: none"> <li>▪ detailed status of the civil works component and compliance with TOR and all ADB / GOM requirements</li> <li>▪ financial records</li> </ul> <p>Reports shall cover all the scope of work as listed out in Section 6 "Terms of Reference", as applicable.</p>	

## Section 7– Conditions of Contract and Contract Forms

## III. Special Conditions of Contract

Existing	Amended as
<p data-bbox="188 416 252 443">23.1</p> <p data-bbox="188 465 491 499"><b><u>Consultant's Liability</u></b></p> <p data-bbox="188 566 512 600">No additional provisions.</p> <p data-bbox="188 667 240 701">OR</p> <p data-bbox="177 768 772 869">The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p data-bbox="188 880 772 947">"Limitation of the Consultant's Liability towards the Client:</p> <p data-bbox="188 969 772 1238">(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client, shall not be liable to the Client:</p> <p data-bbox="236 1249 772 1317">(i) for any indirect or consequential loss or damage; and</p> <p data-bbox="236 1339 772 1462">(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p data-bbox="188 1485 679 1518">(b) This limitation of liability shall not</p> <p data-bbox="236 1529 772 1731">(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p data-bbox="236 1753 772 2022">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert "Applicable Law," if it is the law of the Client's country, or insert "applicable law in the Client's country," if the Applicable Law stated in Clause</p>	<p data-bbox="794 432 1098 465"><b><u>Consultant's Liability</u></b></p> <p data-bbox="783 477 1375 577">The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p data-bbox="794 589 1375 656">"Limitation of the Consultant's Liability towards the Client:</p> <p data-bbox="794 678 1375 947">(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client, shall not be liable to the Client:</p> <p data-bbox="842 969 1375 1037">(i) for any indirect or consequential loss or damage; and</p> <p data-bbox="842 1048 1375 1149">(ii) for any direct loss or damage that exceeds <b>One time</b> the total value of the Contract;</p> <p data-bbox="794 1171 1281 1205">(b) This limitation of liability shall not</p> <p data-bbox="842 1216 1375 1417">(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p data-bbox="842 1440 1375 1776">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert "Applicable Law," if it is the law of the Client's country, or insert "applicable law in the Client's country," if the Applicable Law stated in Clause SCC 1.1(c) is different from the law of the Client's country].</p> <p data-bbox="794 1843 1375 2022"><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions or limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank</i></p>



SCC 1.1(c) is different from the law of the Client's country].

*[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions or limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:*

*To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank. Also, the Consultant's liability should never be limited to loss or damage caused by the Consultant's gross negligence or willful misconduct.*

*The Bank does not accept a provision to the effect that the Client shall indemnify and hold the Consultant harmless against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]*

*prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:*

*To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank. Also, the Consultant's liability should never be limited to loss or damage caused by the Consultant's gross negligence or willful misconduct.*

*The Bank does not accept a provision to the effect that the Client shall indemnify and hold the Consultant harmless against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]*