

NICDC

National Industrial Corridor Development Corporation Limited

National Competitive Bidding (NCB)

Engagement

of

General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) project

Request for Qualification (RFQ)

cum

Request for Proposal (RFP)

May 2021

**National Industrial Corridor Development Corporation Limited
(NICDC Ltd.)**

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Connaught Place
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**NATIONAL INDUSTRIAL CORRIDOR DEVELOPMENT CORPORATION LIMITED
NATIONAL COMPETITIVE BIDDING (NCB)**

Request for Qualification (RFQ) cum Request for Proposal (RFP) for engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project

(Reference No: DMIC/2021/05/001)

The Government of India (GoI) has envisaged the development of DMIC to achieve accelerated development and regional industry agglomeration in the states of U.P., Delhi National Capital Region (NCR), Haryana, Rajasthan, Gujarat and Maharashtra. Dadri Noida Ghaziabad Investment Region (DNGIR) is one of the key nodes that has been identified as one of the initial eight (8) short-listed nodes of DMIC project. NICDC Ltd., a Special Purpose Vehicle (SPV), has been entrusted the responsibility to select the consultants for the DMIC project.

Online Tenders / Bids, through e-procurement, are invited by NICDC Ltd. from interested Bidders for the Assignment entitled “**Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh (U.P.) under Delhi-Mumbai Industrial Corridor (DMIC) Project**”. The salient features of the Assignment, eligibility criteria and prescribed formats for submission of Tenders / Bids can be accessed in the RFQ cum RFP document uploaded on the website of NICDC Ltd. i.e. www.nicdc.in and on Central Public Procurement Portal (CPPP) i.e. <http://eprocure.gov.in>

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Tel: +91 11 23317884-8

CIN: U45400DL2008PLC172316

Email: contactus@nicdc.in & tenders@nicdc.in

DISCLAIMER

1. This RFQ cum RFP document is neither an agreement nor an offer by National Industrial Corridor Development Corporation Limited (NICDC Ltd.) to the prospective Bidders or any other person. The purpose of this RFQ cum RFP document is to provide information to the interested Bidders that may be useful to them in the formulation of their Bid pursuant to this RFQ cum RFP document.
2. NICDC Ltd. does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ cum RFP document and it is not possible for NICDC Ltd. to consider particular needs of each Bidder who reads or uses this RFQ cum RFP document. This RFQ cum RFP document includes statements which reflect various assumptions and assessments arrived at by NICDC Ltd. in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations & analyses and check the accuracy, reliability & completeness of the information provided in this RFQ cum RFP document and obtain independent advice from appropriate sources.
3. NICDC Ltd. or its employee will not have any liability to any prospective Company / Firm / Joint Venture (JV) / Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ cum RFP document, any matter deemed to form part of this RFQ cum RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of NICDC Ltd. or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. NICDC Ltd. will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFQ cum RFP document.
4. NICDC Ltd. will not be responsible for any delay in receiving the Bids. The issue of this RFQ cum RFP document does not imply that NICDC Ltd. is bound to select a Bidder or to appoint the successful Bidder, as the case may be, for the Assignment and NICDC Ltd. reserves the right to accept / reject any or all of Bids submitted in response to this RFQ cum RFP document at any stage without assigning any reasons whatsoever. NICDC Ltd. also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Bid.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NICDC Ltd. accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. NICDC Ltd. reserves the right to change / modify / amend any or all provisions of this RFQ cum RFP document. Such revisions to the RFQ cum RFP document / amended RFQ cum RFP document will be made available on the e-procurement portal & website of NICDC Ltd. and will be part of bid document.
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NICDC Ltd. or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder and NICDC Ltd. shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

8. Each Bidder's procurement of this RFQ cum RFP constitutes its agreement to, and acceptance of, the terms set forth in this disclaimer. By acceptance of this RFQ cum RFP, the recipient agrees that this RFQ cum RFP and any information herewith supersedes documents(s) or earlier information, if any, in relation to the subject matter hereto.

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SECTION 1: LETTER OF INVITATION

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Website & Email: www.nicdc.in & contactus@nicdc.in / tenders@nicdc.in

SECTION 1: LETTER OF INVITATION

Place: New Delhi

Date: May, 2021

1. Introduction

- 1.1 Government of India (GoI) took the lead in developing Delhi Mumbai Industrial Corridor (DMIC) project on the backbone of Western Dedicated Freight Corridor (WDFC) between Delhi & Mumbai covering an overall length of ~1504km and passing through the states of Uttar Pradesh (U.P.), Delhi National Capital Region (NCR), Haryana, Rajasthan, Gujarat and Maharashtra, with end terminals at Dadri in the Delhi NCR and at Jawaharlal Nehru Port (JNPT) near Mumbai, Maharashtra.
- 1.2 DMIC project is conceived to be implemented as a model Industrial Corridor (IC) of international standards with emphasis on expanding the manufacturing & services base and develop it as a “*Global Manufacturing and Trading Hub*”. In addition to new industrial cities, the project envisages development of infrastructure linkages like power plants, assured water supply, high capacity transportation and logistics facilities as well as softer interventions such as skill development program for employment of the local populace. The project aims to double the employment potential, triple the industrial production of the country and quadruple exports from the region in five (5) years of its implementation.
- 1.3 Several high impact nodes under which Investment Regions (IRs) & Industrial Areas (IAs) would be developed have been identified under the DMIC project. The identified IRs & IAs will have industrial townships with modern infrastructure in terms of logistics (rail, road & air connectivity), power and social infrastructure which will make the region globally competitive for setting up new businesses. Twenty-four (24) such nodes have already been identified across seven (7) states to be developed in phases. Out of these twenty-four (24) identified nodes, eight (8) nodes are proposed to be developed in phase 1 of DMIC project.
- 1.4 Dadri Noida Ghaziabad IR (DNGIR) is one of the key nodes that has been identified as one of the initial eight (8) short-listed nodes in phase 1 of DMIC project. The proposed DNGIR is strategically located in close proximity to the alignment of both WDFC & EDFC, freight corridors of NH-91 and the Eastern Peripheral Expressway (EPE) in western U.P. It also has an added advantage of being located close to Delhi. With the prevailing infrastructure, it is well connected by road and rail to rest of the country.
- 1.5 Multi Modal Transport Hub (MMTH) at Greater Noida, U.P is one of the Early Bird (EB) project proposed in the proximity of DNGIR. Under MMTH, a railway station is proposed at Boraki that shall be developed as a transport hub with a state-of-art railway terminus further supplemented by an Interstate Bus Terminus (ISBT), Local Bus Terminus (LBT) and a Mass Rapid Transit System (MRTS) station alongside commercial activity to optimally capture the strategic location where various transport modes congregate.
- 1.6 With the aforesaid background, NICDC Ltd. invites online Bids from reputed & eligible Consultancy firms (registered in India) in two (2) cover systems (Cover I: Pre-qualification Proposal & Technical Bid and Cover II: Financial Bid) for the Assignment entitled “*Engagement of General Consultant (GC) for development of Multi Modal Transport Hub (MMTH) at Greater Noida in the state of Uttar Pradesh under Delhi-Mumbai Industrial Corridor (DMIC) Project*”.

2. Critical Data Sheet

2.1 Interested Bidders may download the RFQ cum RFP document online from the sites “<https://eprocure.gov.in>” or NICDC Ltd’ website “www.nicdc.in” (the “Official Websites”) and pay INR 1,00,000 (Rupees One lakh only) plus eighteen percent (18%) GST i.e. INR 1,00,000 /- + 18,000/- = INR 1,18,000 (Rupees One Lakh Eighteen Thousand only) as RFQ cum RFP non-refundable Processing Fee deposited to NICDC Ltd. fund through RTGS / Bank Draft. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department for Promotion of Industrial and Internal Trade (DPIIT) are exempt from submitting the RFQ cum RFP Processing Fee, on submission of documents to the extent as per the GoI notifications in this regard.

2.2 Some important dates for this RFQ cum RFP process are as follows:

(i)	Date of issuance of RFQ cum RFP document	17/05/2021
(ii)	Last date for receiving queries / requests for clarifications	24/05/2021
(iii)	Pre-bid meeting	25/05/2021 at 1100 Hrs (IST)
(iv)	Bid Submission Last Date	25/06/2021 up to 1500 Hrs (IST)

3. Objectives

The objective of this RFQ cum RFP document is to engage a GC for development of MMTH at Greater Noida in the state of U.P. under DMIC Project. The detailed Terms of Reference shall be as described in Section 6 of this RFQ cum RFP document.

4. Method of Selection

The successful Bidder will be selected under Quality cum Cost Based Selection (QCBS) method and procedures described in this RFQ cum RFP document.

5. Contents of the RFQ cum RFP document

The RFQ cum RFP document comprises the following sections:

SECTION 1: Letter of Invitation;

SECTION 2: Instructions to Consultants;

SECTION 3: Bid Data Sheet;

SECTION 4: Technical Bid Standard Forms;

SECTION 5: Financial Bid Standard Forms;

SECTION 6: Terms of Reference; and

SECTION 7: Standard Forms of Contract

6. Clarifications

All clarifications / corrigenda / addenda will be published only on the Official Websites mentioned above.

7. NICDC Ltd. reserves the right to accept or reject any or all Bids without assigning any reason and no correspondence shall be entertained in this regard.

Yours Sincerely,

**CEO & Managing Director
NICDC Ltd.**

SECTION 2: INSTRUCTION TO BIDDERS

SECTION 2: INSTRUCTION TO BIDDERS (ITB)

1. **Background**
 - 1.1 GoI took the lead in developing DMIC project on the backbone of WDFC between Delhi & Mumbai covering an overall length of ~1504km and passing through the states of U.P., Delhi NCR, Haryana, Rajasthan, Gujarat and Maharashtra, with end terminals at Dadri in the Delhi NCR and at JNPT near Mumbai, Maharashtra. Several high impact nodes under which IRs & IAs would be developed have been identified under the DMIC project. Twenty-four (24) such nodes have already been identified across seven (7) states to be developed in phases. Out of these twenty-four (24) identified nodes, eight (8) nodes are proposed to be developed in phase 1 of DMIC project.
 - 1.2 DNGIR is one of the key nodes that has been identified as one of the initial eight (8) short-listed nodes in phase 1 of DMIC project. The proposed DNGIR is strategically located in close proximity to the alignment of both WDFC & EDFC, freight corridors of NH-91 and the EPE in western U.P. It also has an added advantage of being located close to Delhi. With the prevailing infrastructure, it is well connected by road and rail to rest of the country.
 - 1.2 NICDC Ltd. (hereinafter referred to as the “**Employer**”), a SPV, has been entrusted the responsibility to select the consultants for the DMIC project.
2. **Introduction**
 - 2.1 The Employer will select a consulting firm / organization (hereinafter referred to as the “**Consultant**”), in accordance with the method of selection specified in Section 3: Bid Data Sheet. The Bidders are advised that the selection of Consultant shall be on the basis of an evaluation by the Employer through the selection process specified in this RFQ cum RFP document (the “**Selection Process**”). The Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Employer’s decisions are without any right of appeal whatsoever.
 - 2.2 The name of the Assignment has been mentioned in Section 3: Bid Data Sheet. Detailed scope of the Assignment has been described in Section 6: Terms of Reference (ToR).
 - 2.3 The date, time & address for submission of Bids have been given in Section 3: Bid Data Sheet.
 - 2.4 The Bids shall be submitted as per the Forms given in relevant sections herewith. Upon selection, the Bidder shall be required to enter into a Contract with the Employer in the Form specified in this RFQ cum RFP document (the “**Contract**”).
 - 2.5 The Bidders are encouraged to submit their respective Bids after visiting the office of the Employer or its delegates as the case may be, and ascertaining for themselves the availability of documents and other data with the Employer, Applicable Laws and regulations or any other matter considered relevant by them. Further, the Bidders

should familiarize themselves with the local conditions and take them into account in preparing their Bids.

- 2.6 The Bidder may wish to visit and examine the project site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the Bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.

The Employer will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Employer adequate notice of a proposed visit of at least seven (7) days. Failure of a Bidder to make a site visit will not be a cause for its disqualification.

- 2.6 The Employer will timely provide, at no cost to the Bidders, the inputs and facilities required to carry out the services and provide relevant data & reports related to the Assignment available with the Employer. However, for avoidance of doubt, it is hereby clarified that the aforesaid data / information provided under the RFQ cum RFP document or to be provided later, is only indicative and solely for the purposes of rendering assistance to the Bidders towards preparation of their Bids. The Bidders are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data / information furnished or to be provided later by the Employer and / or any of his consultants.

- 2.7 The Bidders shall bear all costs associated with the preparation and submission of their Bids, and their participation in the Selection Process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Employer or any other costs incurred in connection with or relating to its Bid.

- 2.8 The Employer is not bound to accept any Bid and reserves the right to annul the Selection Process at any time prior to award of Contract, without thereby incurring any liability to the Employer.

3. Pre-bid Meeting

- 3.1 A Pre-bid meeting shall be held as per the date and time mentioned in Section 3: Bid Data Sheet. The Bidders willing to attend the Pre-bid meeting should inform the Employer beforehand in writing and / or through email. The maximum number of participants, who chose to attend the Pre-bid meeting, shall not be more than two (2) per Bidder. The representatives attending the Pre-bid meeting must carry an authority letter duly signed by the authorized signatory of his / her organization permitting the representatives to attend the Pre-bid meeting on behalf of the respective Bidder. Attending any such Pre-bid meeting is at the Bidders' expense.

During the course of Pre-bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration by the Employer. The Employer will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

4. Clarifications & Addendum / Corrigendum

4.1 The Bidders may request a clarification on any clause of the document up to the number of days / date indicated in Section 3: Bid Data Sheet before the last date of Bid submission. Any request for clarification must be sent in writing, or by e-mail (PDF and word file) to the Employer's address indicated in Section 3: Bid Data Sheet. No request for clarification shall be entertained if such request is received by the Employer after the deadline for submitting clarifications.

The Bidders may put forth their Pre-bid queries in the format prescribed in Form 4Q, Section 4: Technical Bid Standard Forms.

4.2 The Employer will respond to the queries raised by the Bidders (including an explanation of the query but without identifying the source of query) along with any amendment, which would be published on the Official Websites. It shall be the Bidder's responsibility to check the Official Websites for the response to the queries / clarifications. The Employer may, but shall not be obliged to communicate with the Bidders by e-mail, notice or other means it may deem fit about the issuance of clarifications.

All/any written clarifications issued by the Customer to the bidders shall form part of the bidding process and shall be binding on all the Bidders

4.3 At any time before the submission of Bids, the Employer may amend the RFQ cum RFP document by issuing an addendum / corrigendum (amendment). The amendment / clarification, if any, to the document will be made available on the Official Websites. All Bidders participating in the Bid shall be deemed to have kept them informed and updated about each such amendment / clarification, which is posted on the above websites from time to time. The Bidders shall acknowledge receipt of all amendments. To give reasonable time to the Bidders to consider an amendment, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids.

5. Preparation of Bids

In preparing their Bids, the Bidders are expected to examine in detail the documents comprising the RFQ cum RFP document. Material deficiencies in providing the requisite information may result in rejection of the Bidder's Bid.

The Bidders shall adhere to the requirements as mentioned below:

5.1 Bid Security

5.1.1 All Bidders shall furnish Bid Security of the amount as mentioned in Section 3: Bid Data Sheet. However, MSEs as defined in MSE Procurement Policy issued by Department of MSME or Start-ups as recognized by DPITT are exempt from submitting the Bid Security on submission of documents to the extent as per the GoI notifications in this regard. In case of a JV / Consortium, the Lead Member shall furnish the Bid Security. Further, also refer clause 5.9.13 of Section 2: ITB below.

The Bid Security for the amount mentioned in Section 3: Bid Data Sheet shall be deposited in the form of RTGS / Demand Draft / Bank Guarantee from a Scheduled Indian Bank in favour of “*National Industrial Corridor Development Corporation Limited*”, valid for one hundred and eighty (180) days from the last date of Bid submission or any extension thereof, payable at New Delhi. For the purpose of clarity, Scheduled Indian Bank shall mean State Bank of India & its Associates, Nationalised Banks, Other Public Sector Banks and Private Sector Banks as prescribed in the Second Schedule to the RBI Act, 1934. The format of Bank Guarantee is placed at Form 4H, Section 4: Technical Bid Standard Forms.

The hard copy of original Bid Security must be delivered to the office of authorized representative of the Employer as mentioned in Section 3: Bid Data Sheet, on or before Bid closing date & time.

The details for online transfer of Bid Security through RTGS are as mentioned below:

- (i) **Beneficiary Name:** National Industrial Corridor Development Corporation Limited
- (ii) **Bank Name:** Central Bank of India
- (iii) **Account Number:** 3382758503
- (iv) **IFSC Code:** CBIN0280298
- (v) **Branch Address:** Hotel Ashok, Chanakyapuri

- 5.1.2 The Bids not accompanied by Bid Security shall be rejected as non-responsive.
- 5.1.3 The Employer shall not liable to pay any interest on the sum deposited as Bid Security.
- 5.1.4 Unless forfeited in accordance of clause 5.1.6 below, the Bid Security of those Bidders whose Financial Bids have been opened but are not selected as the successful Bidder shall be returned, without any interest, within two (2) months after signing the Contract with the successful Bidder or when the Selection Process is cancelled by the Employer. The successful Bidder’s Bid Security shall be returned, without any interest, upon the successful Bidder furnishing the Performance Security and signing the Contract in accordance with the provisions of the Contract.
- 5.1.5 Unless forfeited in accordance of clause 5.1.6 below, the Bid Security of Bidders who have not qualified for opening of Financial Bids in terms of clause 15 of Section 2: ITB would be returned within fifteen (15) days of opening of Financial Bids.
- 5.1.6 The Employer will be entitled to forfeit and appropriate the Bid Security as mutually agreed loss and damage payable to the Employer in regard to the RFQ cum RFP without prejudice to Employer’s any other right or remedy under the following conditions:

- (a) If the Bid is withdrawn during the Bid validity period as specified in this RFQ cum RFP document and as extended by the Bidder from time to time; or
 - (b) If the Bidder tries to influence the Selection Process; or
 - (c) If the highest ranked Bidder raises any fresh issue and / or terms & conditions after opening of Bid and prior to signing of Contract, it will be construed as withdrawal of the original Bid and in that case Bid Security is liable to be forfeited; or
 - (d) In case the Bidder, commits any breach of terms of this RFQ cum RFP document or is found to have made a false representation to the Employer or submits false certificate in terms of any documents in support to this RFQ cum RFP document; or
 - (e) If the Bidder fails to sign and return, as acknowledgement, the duplicate copy of the letter of award within the stipulated time or any extension thereof; or
 - (f) If the Bidder fails to sign the Contract, in accordance with the conditions of Contract, on receipt of Work Order; or
 - (g) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFQ cum RFP document; or
 - (h) If the Bidder fails to furnish the Performance Security in accordance with the conditions of Contract; or
 - (i) In case of a Bidder revoking or withdrawing or varying any terms of the Bid without the consent of the Employer in writing; or
 - (j) In case a Bidder raises any issue / objection / complaint against any other Bidder at any stage and such issue / objection / complaint remains unsubstantiated or turns out to be false or misleading, after an inquiry is made by the Employer in respect of the same
- 5.1.7 In case of forfeiture of Bid Security, as prescribed from (a) to (j) above, the Bidder shall not be allowed to participate in the retendering process of the said consultancy services.

5.2 **RFQ cum RFP Processing Fee**

All Bidders are required to pay a non-refundable, interest free RFQ cum RFP Processing Fee of the amount as mentioned in Section 3: Bid Data Sheet, through RTGS / Bank Draft in original hard copy in favour of “*National Industrial Corridor Development Corporation Limited*”, payable at New Delhi, India. However, MSEs as defined in MSE Procurement Policy issued by Department of MSME or Start-ups as recognized by DPITT are exempt from submitting the fee on submission of documents to the extent as per the GoI notifications in this regard. Further, also refer clause 5.9.13 of Section 2: ITB for JV / Consortium.

Please note that the Bid, which does not include the RFQ cum RFP Processing Fee, would be declared as non-responsive and accordingly, rejected.

The processing fees can be transferred online through RTGS as per the following details:

- (i) **Beneficiary Name:** National Industrial Corridor Development Corporation Limited
- (ii) **Bank Name:** Central Bank of India
- (iii) **Account Number:** 3382758503
- (iv) **IFSC Code:** CBIN0280298
- (v) **Branch Name:** Hotel Ashok, Chanakyapuri

5.3 Taxes

The Bidders shall fully familiarize themselves with the applicability of all types of Taxes and all such Taxes, as prevailing on date of submission of the Bid, must be included by the Bidder in the Financial Bid along with the conditions mentioned therein, except for GST which will be quoted separately by the Bidder as per Form 5E, Section 5: Financial Bid Standard Forms. It may be noted that the Bidder shall have to be registered with GST and shall submit the proof of the same at the time of Bid submission. The GST shall be paid as per existing rules and regulations at the time of release of payment.

There shall be no escalation in the price quoted by the Bidder in its Financial Bid on account of the Bidder's failure to take into account any applicable taxes, duties, levies and cess at the time of submission of its Bid.

5.4 Currency

The Bidders shall express the price of their Assignment in **Indian Rupees (INR)**.

5.5 Language

The Bid as well as all related correspondences exchanged between the Bidders and the Employer shall be in English language and shall be strictly as per the formats attached in this RFQ cum RFP document. The Employer will evaluate only those Bids that are received in the specified formats and are complete in all respects. Any supporting document submitted by the Bidder with its Bid or subsequently, in response to any query / clarification from the Employer shall be in English and in case any of these documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English duly signed by the authorized signatory, and in such case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

5.6 Bid Validity

Section 3: Bid Data Sheet indicates for how long the Bids submitted by the Bidders must remain valid after the submission date. During this period, the Bidders shall maintain the availability of Key Personnel nominated in the Bid and also the amount quoted for the Assignment in the Financial Bid shall remain unchanged. Should the need arise, the Employer may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that they will maintain the availability of the Key Personnel proposed in the Bid and that their Financial Bid will remain unchanged. The Bidders who do not extend the validity of their Bids, shall not be considered for further evaluation.

In the event, a Bidder agrees to extend the validity of its Bid, the validity of the Bid Security submitted by such Bidder along with the Bid (where the Bid Security is submitted in the form of a Bank Guarantee) will also be extended for an equivalent period.

5.7 Number of Bids

A Bidder can submit one (1) Bid only either as a single entity or in the form of a JV / Consortium. In case a Bidder submits or participates in more than one Bid, the application of the Bidder shall be rejected summarily. For avoidance of doubt, it is hereby clarified that a Bidder applying individually or as a Member of a JV / Consortium shall not be entitled to submit another application either individually or as a Member of any JV / Consortium, as the case may be.

5.8 Bids by JV / Consortium

5.8.1 The JV / Consortium can be entered between two (2) or more Members and limited to maximum three (3) Members.

5.8.2 The Member in Charge should have highest share of participation in a JV / Consortium.

5.8.3 In case the Bidder is a JV / Consortium of two (2) Members, then the minimum share of the 2nd Member shall not be less than 26%. In case the Bidder is a JV / Consortium of three (3) Members, then the minimum share of 2nd and 3rd Member shall not be less than 15% each, with total share of all the JV / Consortium Members being 100%. In either case, the share of the Member in Charge shall not be less than 51%.

5.8.4 An individual Bidder cannot at the same time be a Member of a JV / Consortium applying for the Assignment. Further, a Member of a particular JV / Consortium cannot be a Member of any other JV / Consortium applying for the Assignment.

5.8.5 No change in the composition of the JV / Consortium will be permitted by the Employer during the Selection Process and during the subsistence of the Contract (in case the successful Bidder is a JV / Consortium).

- 5.8.6 There shall be a Joint Bidding Agreement specific for the Contract between the constituent Members, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the Assignment amongst them (as per the format in Form 4E, Section 4: Technical Bid Standard Forms). The Bidder has to submit documentary proof of "intent of forming a JV / Consortium as per Joint Bidding Agreement" on non-judicial stamp paper of INR 100 (Rupees One Hundred only) at the time of submission of Bid, which shall be legally binding. The Joint Bidding Agreement to enter into a JV / Consortium should at least contain the following:
- (a) name of the JV / Consortium independent from the name of JV / Consortium Members;
 - (b) name of the Member in Charge and authorized representative of the JV / Consortium;
 - (c) clearly mentioned percentage share of JV / Consortium Members adhering to clause 5.8.3 mentioned above;
 - (d) a clear and definite description of the proposed administrative arrangements (organization chart) for the management and execution of the Assignment;
 - (e) delineation of duties / responsibilities and scope of work to be undertaken by each Member along with resources committed by each Member of the JV / Consortium for the proposed services;
 - (f) include a statement to the effect that all Members of the JV / Consortium shall be jointly & severally liable for all obligations of the Consultant in relation to the Assignment until the completion of the Assignment in accordance with the Contract; and
 - (g) except as provided under this RFQ cum RFP document, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Employer.

The furnishing of this Joint Bidding Agreement to the Employer shall not in any manner be prejudice to the provisions in the Contract relating to joint and severe liability of the JV / Consortium Members.

- 5.9.7 Member in Charge's authorization shall be evidenced by submitting a Power of Attorney (PoA), duly notarized, signed by the legally authorized signatories of all the Members of JV / Consortium.
- 5.9.8 The Member in Charge shall be authorized to receive instructions for & on behalf of the Members of the JV / Consortium, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the Member in Charge.
- 5.9.9 In the event of default by any Member, in the execution of his part of the Contract, the Employer shall be so notified within thirty (30) days by the Member in Charge, or in the case of the Member in Charge being the defaulter, by the Member nominated as Member-in Charge of the remaining JV / Consortium. The Member in Charge shall within sixty (60) days of the said notice, assign the work of the

defaulting Member to any other equally competent Party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of Bid. Failure to comply with the above provisions will make the Consultant liable for action by the Employer under the conditions of Contract. If the Member in Charge, defined as such in the communication approving the qualification, defaults, it shall be construed as default of the Consultant and the Employer will take action under the conditions of Contract.

- 5.9.10 Notwithstanding the permission to assigning the responsibilities of the defaulting Member to any other equally competent Party acceptable to the Employer as mentioned in sub-clause 5.9.9 above, all the Members of the JV / Consortium will retain the full and undivided responsibility for the performance of their obligations under the Contract and / or for satisfactory completion of the Assignment.
- 5.9.11 The Bid submitted shall contain all relevant information for each Member of JV / Consortium as per the requirement stipulated under clause 9 of Section 2: ITB.
- 5.9.12 Member in Charge should have stake in the JV / Consortium as stipulated in clause 5.9.3 above and it should clearly state the proposed responsibilities as per the format given in Form 4E, Section 4: Technical Bid Standard Forms. However, the JV / Consortium Members together shall meet the overall eligibility criteria stipulated in clause 15 of Section 2: ITB.
- 5.9.13 In case of a JV / Consortium, for availing the benefits of MSME, all the participating JV / Consortium Members must be registered under MSME acts & relevant provisions and the proof of the same shall be submitted along with Bid to the extent as per the GoI notifications in this regard.
- 5.9.14 In case of award of work to a JV / Consortium, all the Members of the JV / Consortium shall sign the Contract.

6. Conflict of Interest

- 6.1 The Employer requires that the Consultant provides professional, objective, and impartial advice and at all times holds the Employer's interest paramount, strictly avoids conflicts with other assignment(s) or his own corporate interests and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the Assignment in the best interests of Employer.
- 6.2 Without limitation on the generality of the foregoing, Bidders, and any of their Affiliates, shall be considered to have a Conflict of Interest and shall not be recruited, under any of the circumstances set forth below:
 - 6.2.1 the Bidder, its JV / Consortium Member (the “**Member**”) or Associate (or any constituent thereof) and any other Bidder, its JV / Consortium Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the

direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than five (5) percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its JV / Consortium Member or Associate is less than five (5) percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2 (72) of the Companies Act, 2013. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than twenty six (26) percent of the subscribed and paid up equity shareholding of such intermediary; or

- 6.2.2 a constituent of such Bidder is also a constituent of another Bidder; or
- 6.2.3 such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- 6.2.4 such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- 6.2.5 such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Bid of either or each of the other Bidder; or
- 6.2.6 there is a conflict among this and other consulting assignments of the Bidder (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing consultancy services to the Employer for this particular Assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present Assignment; or
- 6.2.7 a Bidder or any of its Associates who have been engaged by the Employer to provide goods or works or services for a project, will be disqualified from providing consulting services for the same project save and except as per provisions of this RFQ cum RFP document, conversely, a Bidder or any of its Associates hired to provide consulting services for preparation or implementation of a project,

will be disqualified from subsequently providing goods or works or services related to the same project; or

- 6.2.8 the Bidder, its Member or Associate (or any constituent thereof), and the Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than five (5) percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5 percent of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or subcontractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 2 (72) of the Companies Act, 2013. For the purposes of this sub-clause, indirect shareholding shall be computed in accordance with the provisions of sub-clause 6.2.1 above

For purposes of this RFQ cum RFP document, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than fifty (50) percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 6.3 A Bidder eventually appointed to provide consultancy for this Assignment, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of two (2) years from the completion of this Assignment or to consulting assignments granted by banks / lenders at any time; provided further that this restriction shall not apply to consultancy / advisory services performed for the Employer in continuation of this consultancy or to any subsequent consultancy / advisory services performed for the Employer in accordance with the rules of the Employer. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than five (5) percent of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof
- 6.4 The Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard Forms of Technical Bid provided herewith. If the Bidder / Consultant fails to disclose said situations and if the Employer comes to know about

- any such situation at any time, it may lead to the disqualification of the Bidder / Consultant during Selection Process or termination of its Contract during execution of Assignment.
- 6.5 No current employees of the Employer shall work as consultants of any Bidder.
- 7. Acknowledgement by Bidders**
- 7.1 It shall be deemed that by submitting the Bid, the Bidder has:
- 7.1.1 made a complete and careful examination of this RFQ cum RFP document;
- 7.1.2 received all relevant information from the Employer;
- 7.1.3 accepted the risk of inadequacy, error or mistake in the information provided in the RFQ cum RFP document or furnished by or on behalf of the Employer;
- 7.1.4 satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting a competitive Bid and performance of all its obligations there under;
- 7.1.5 updated itself about any amendments / clarifications that have been posted on the Official Websites in terms of clause 4.2 & 4.3 above;
- 7.1.6 acknowledged that it does not have a Conflict of Interest; and
- 7.1.7 agreed to be bound by the undertakings provided by it under the terms and conditions laid in this RFQ cum RFP document
- 7.2 The Employer and / or its advisors / consultants shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ cum RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Employer and / or its consultant.
- 8. Guidelines for e-submission of the Bids**
- 8.1 The Bidders shall submit the Bids online through e-procurement portal i.e. <https://eprocure.gov.in>. It is mandatory for all the Bidders to have Class-II / III Digital Signature Certificate (DSC) which will be compatible with e-procurement website <https://eprocure.gov.in> (with both DSC components, i.e. signing and encryption in the name of authorized signatory who will sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of Employer.
- DSC should be in the name of the authorized signatory of the Bidder. It should be in corporate capacity (that is in Bidder's capacity, or in case of JV / Consortium, in the Lead Member's capacity, as applicable). Please ensure the submission of document certifying the Class II / III DSC.
- 9. Submission of Bids**
- 9.1 The Bidder shall submit the Bid in the form and in the manner specified in this RFQ cum RFP document. Online submission of Bid

must reach the Employer's office as per the date and time mentioned in Section 3: Bid Data Sheet. It is the responsibility of the Bidder to submit the Bid before the last date and time on the online portal, and the Employer shall not be responsible for any delay due to any of the technical / server issues.

- 9.2 The hard copy of original Power of Attorney (PoA), Joint Bidding Agreement (if applicable) and payment instruments in respect of Bid Security and RFQ cum RFP Processing Fee must be delivered to the office of authorized representative of the Employer as mentioned in Section 3: Bid Data Sheet, on or before Bid closing date & time.
- 9.3 Online Bids submitted without hard copies of original PoA, Joint Bidding Agreement (if applicable) and payment instruments towards Bid Security and RFQ cum RFP Processing Fee shall automatically become ineligible and shall not be considered for opening of Bids.
- 9.4 In case of MSE registered firms, letter of claim of exemption for Bid Security and RFQ cum RFP Processing Fee with documentary evidence in support of the claim must be delivered to the office of authorized representative of the Employer as mentioned in Section 3: Bid Data Sheet, on or before Bid closing date & time.
- 9.5 The Bid shall be typed or written in indelible ink and signed by the authorised representative of the Bidder who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid must be properly signed by the authorised representative as detailed below:
- (a) by the proprietor in case of a proprietary firm; or
 - (b) by a partner, in case of a partnership firm and / or a Limited Liability Partnership (LLP); or
 - (c) by a duly authorised person holding the PoA, in case of a Limited Company or a corporation; or
 - (d) by the authorised representative of the Member in Charge, in case of a JV / Consortium

The Bidders are further advised to number all the pages and prepare a table of contents in the beginning of each Cover referring the page numbers of the indexed items.

- 9.6 The Bidders should note the last date and time of Bid submission, as specified in Section 3: Bid Data Sheet. Except as specifically provided in this RFQ cum RFP document, no supplementary material will be entertained by the Employer, and that evaluation will be carried out only on the basis of documents received by the closing time of Bid submission as specified in Section 3: Bid Data Sheet. The Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of

doubt, the Employer reserves the right to seek clarifications in case the Bid is non-responsive on any aspects.

9.7 The scanned copy of the Pre-qualification Proposal, Technical and Financial Bids, complete in all respects, should be submitted as per sequence mentioned below. The Bids should be submitted in two (2) covers.

9.7.1 **Cover I: Pre-qualification Proposal and Technical Bid**

9.7.1.1 **Part 1: Pre-qualification Proposal**

- (a) Proof of RFQ cum RFP Processing Fee submission as specified in Section 3: Bid Data sheet or claim of exemption with supporting documents;
- (b) Proof of Bid Security submission as specified in Section 3: Bid Data Sheet (refer Form 4H, Section 4: Technical Bid Standard Forms for format of Bank Guarantee for Bid Security) or claim of exemption with supporting documents;
- (c) Pre-qualification Proposal Submission Form duly filled and signed by the authorized signatory of the Bidder as per Form 4A, Section 4: Technical Bid Standard Forms;
- (d) Bidder Information Sheet as per Form 4B, Section 4: Technical Bid Standard Forms. This Form shall be accompanied by brief background, registration / incorporation certificate, details of top management (Board members), Articles of Association / Memorandum of Association, composition / ownership / shareholding pattern of the firm, PAN card and GST registration certificate;
- (e) Pre-qualification Proposal (Eligible Projects) as per Form 4C, Section 4: Technical Bid Standard Forms along with documentary evidence from the client;
- (f) Pre-qualification Proposal (Average Annual Turnover) as per Form 4D, Section 4: Technical Bid Standard Forms, duly certified by the Statutory Auditor / Chartered Accountant. This Form shall be substantiated with Annual Report / Audited Balance Sheets, for the last three (3) financial years ending 31st March of the previous financial year;
- (g) Joint Bidding Agreement (in case of JV / Consortium) as per Form 4E, Section 4: Technical Bid Standard Forms;
- (h) PoA for authorised representative of the Bidder as per Form 4F, Section 4: Technical Bid Standard Forms. This Form shall be substantiated with Board Resolution and copy of identity card (Passport / Driving license / Voter's ID etc.) of the authorized representative of the Bidder;

- (i) PoA for Lead Member of JV / Consortium (in case of JV / Consortium) as per Form 4G Section 4: Technical Bid Standard Forms;
- (j) Original RFQ cum RFP document with minutes of the Pre-bid meeting and all addenda & corrigenda issued till last date of Bid submission duly stamped and signed by the authorized representative of the Bidder

Note: If the Bid is submitted by a firm in Partnership, a certified copy of the Partnership Deed and current business address of all the partners of the firm shall also accompany the Bid

9.7.1.2 **Part 2: Technical Bid**

- (a) Technical Bid Submission Form as per Form 4I, Section 4: Technical Bid Standard Forms;
- (b) Bidder's Experience as per Form 4J, Section 4: Technical Bid Standard Forms along with documentary evidence from the client;
- (c) Description of Approach, Methodology and Work Plan for performing the Assignment as per Form 4K, Section 4: Technical Bid Standard Forms;
- (d) Team Composition and Task Assignments as per Form 4L, Section 4: Technical Bid Standard Forms along with Curriculum Vitae (CV) for proposed Key Personnel (with one page of summary of experience) as per Form 4N, Section 4: Technical Bid Standard Forms. While preparing the CVs, the Bidder must give particular attention to the following requirements:

- (i) The Team Leader proposed must be permanent full-time employee of the Bidder (including in case of a JV / Consortium, of its Member) who shall be responsible entirely for all the Assignment related matters. It is desirable that the other Key Personnel be either permanent full-time employees of the Bidder or have a dedicated full-time contract to work on this Project(s).

If any Key Personnel (other than Team Leader) proposed is not a permanent employee of the Bidder (including in case of a JV / Consortium, of its Members), a certificate from the Bidder and proposed Key Personnel must be furnished mentioning his / her availability for the Assignment. In the absence of such a certificate, his / her CV shall not be evaluated and shall be summarily rejected;

- (ii) In the event any averment made in the CV of a proposed Key Personnel is incorrect, such person shall be liable to be debarred for any future assignment of the Employer for a period of three (3) years from the last date of Bid submission. The award of Contract to the Bidder may also be liable to cancellation in such an event;
- (iii) The Bidder shall ensure that the time allocated for the proposed Key Personnel does not conflict with the time allocated for any other assignment. The Employer reserves the right to request a workload

projection (including time spent on other projects / clients) for the proposed Key Personnel;

- (iv) The proposed Key Personnel shall remain available for the period as indicated in the RFQ cum RFP document;
 - (v) No such Key Personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the ToR;
 - (vi) No alternative CV for any Key Personnel shall be made and only one (1) CV for each position shall be furnished. Further, if a same CV is proposed by more than one (1) Bidder then the CV of that Key Personnel shall be summarily rejected;
 - (vii) In case a Bidder is proposing Key Personnel from educational / research institutions, a '*No Objection Certificate / Consent Letter*' from the concerned institution shall be enclosed with the CV clearly mentioning his / her availability for the Assignment. In the absence of such a certificate, his / her CV will not be evaluated;
 - (viii) Each CV needs to have been signed by the Key Personnel and / or countersigned by the authorized representative of the Bidder. At the time of submission of Bid, the scanned copies of the signature of Key Personnel will be allowed but at the time of signing of Contract, the original signature will be required. However, in both the cases, original counter signature of authorised representative of the Bidder shall be required in original.

The Employer may seek replacement of any of the CV's found unsuitable / not meeting the criteria stipulated in the RFQ cum RFP document. Further, the Employer may also undertake personal interview of Key Personnel as demanded, before issue of Work Order for verifications purposes;
 - (ix) A CV shall be summarily rejected if the educational qualification of the proposed Key Personnel does not match with the requirement stipulated in the RFQ cum RFP document;
 - (x) No Key Personnel involved should have attained the age of sixty-five (65) years at the time of submitting the Bid. The Employer reserves the right to ask for proof of age, qualification and experience at any stage of the Assignment; and
 - (xi) The Key Personnel proposed should possess good working knowledge of English Language
- (e) Work Schedule as per Form 4P, Section 4: Technical Bid Standard Forms

It may be noted that the Technical Bid shall not contain any reference to the Consultancy fee.

All the submissions enumerated above shall be submitted by all the JV / Consortium Members separately wherever applicable.

9.7.2 Cover - II: Financial Bid

While preparing the Financial Bid, the Bidders are expected to take into account the various requirements and conditions stipulated in this RFQ cum RFP document. Except GST on the services to be provided by the successful Bidder to the Employer, which shall be payable by the Employer, the Financial Bid shall be inclusive of all the costs including Taxes associated with the Assignment. It is clarified that, for the purposes of evaluation, the four (4) year Financial Bid should be prepared in INR, using the rates for 2021 which would thereafter be regarded as the standard schedule of rates. Escalations will be applicable in the future in accordance with the procedure prescribed in this RFQ cum RFP document. In submitting the Financial Bid, the Bidder shall adhere to the following requirements:

- (a) All the costs associated with the Assignment shall be included in the Financial Bid. These shall normally cover remuneration for all the Personnel including Additional Personnel (field, office, etc), accommodation, Travelling Allowance (TA) / Dearness Allowance (DA), air fare, transportation, equipment, printing of documents, secondary & primary data collection, other overhead expenditures etc. The total amount indicated in the Financial Bid shall be without any condition attached or subject to any assumption and shall be final & binding. In case any assumption or condition is indicated in the Financial Bid, it shall be considered non-responsive and liable to be rejected;
- (b) The Financial Bid shall take into account all the expenses and Tax liabilities and cost of insurance specified in the draft Contract, levies and other impositions applicable under the prevailing law on the Consultant, Sub-consultants and their Personnel. For the avoidance of doubt, it is clarified that all Taxes, excluding GST (which will be paid as per existing rules and regulations at the time of payment), shall be deemed to be included in the cost shown under different items of Financial Bid. The successful Bidder shall be paid only GST over and above the cost of Financial Bid. Further, all payments shall be subjected to deduction of Taxes at source as per Applicable Laws.
- (c) Prepare a standard schedule of monthly rates in INR only. Future adjustments to the rates will be allowed in accordance with the index described in this RFQ- cum- RFP document;
- (d) Prepare the standard schedule of rates for the Key Personnel and the Additional Personnel for which the Forms are given in Section 5: Financial Bid Standard Forms of this RFQ cum RFP document; (Form 5B-1, Form 5B-2(a) & Form 5B-2(b));
- (e) For bidding and transparency purposes, the Bidders must use the staffing specified and the Bidder's corresponding standard schedule of monthly rates (Form 5B-1, Form 5B-2(a) & Form 5B-2(b), Section 5: Financial Bid Standard Forms) to prepare a fee estimate for the four (4) year duration (Form 5C, Section 5: Financial Bid Standard Forms);
- (f) Prepare a quote for Out of Pocket Expenses (OPEs) in the format noted in Form 5D, Section 5: Financial Bid Standard Forms

including costs for site survey investigations. The maximum amounts stated in Form 5D, Section 5: Financial Bid Standard Forms for IT & office maintenance and Management Information System (MIS) software and hardware costs shall be used by the successful Bidder. Notwithstanding the foregoing, the successful Bidder shall be entitled to reimbursement of OPEs incurred for performance of the Assignment on actual upon submission of relevant supporting documents; provided that in no event shall the successful Bidder be entitled to reimbursement of sum(s) greater than the sums quoted in Form 5D, Section 5: Financial Bid Standard Forms (subject to adjustment of such sums in accordance with the provisions in the Standard Form of Contract). Except for the expenses specifically listed in the notes in Form 5D, Section 5: Financial Bid Standard Forms, all other miscellaneous expenses including without limitation hotel stay, per diem, local conveyance (taxi), insurance and maintenance costs, other expenses including but not limited to Personnel housing, home leave trips, vehicle leasing, laptops, cell phones, and any other costs not specifically mentioned in Form 5D, Section 5: Financial Bid Standard Forms shall be deemed to have been factored in by the Bidder in the standard schedule of rates provided by it;

- (g) Prepare a summary of the Financial Bid;
- (h) Indexation of remuneration will be done annually from Effective Date of Contract;
- (i) The following indices will be used for annual indexation:
 - (i) For labour: Consumer Price Index published for U.P. (CPI(IW)) and released by Ministry of Labour and published by the Labour Bureau, GoI (<http://labourbureau.gov.in>)
 - (ii) For expenses: Consumer Price Index for U.P. area published by GoI, Ministry of Statistics and Programme Implementation, Central Statistics Office (www.mospi.nic.in)
- (j) The following formula will be used for the purpose of indexation:
$$\text{Applicable rate for Year } n = \text{Base Rate } (n-1) \times (\text{Consumer Price Index } (n) / \text{Consumer Price Index } (n-1))$$
- (k) For the sake of clarity, it is again clarified that the same rates are to be quoted for Years 1 through 4 and escalation will be taken into consideration in accordance with the provisions of the Contract;
- (l) The Financial Bid shall list all the OPEs which are expressly made eligible to be reimbursed by the Employer pursuant to the terms of the RFQ cum RFP document and the Standard Form of Contract, and GST liabilities.
 - (i) For the avoidance of doubt, it is clarified that:
 - (a) all Taxes, excluding GST payable in respect of the services to be provided by the Consultant to the Employer; and

- (b) all OPEs (other than which are expressly made eligible to be reimbursed by the Employer), shall be deemed to be included in the total staff fees
 - (ii) All payments to the successful Bidder shall be subjected to deduction of Taxes at source as per Applicable Laws;
 - (m) The Financial Bid should be submitted as per the Financial Bid Standard Forms prescribed in this RFQ cum RFP document;
 - (n) The Financial Bid shall be divided into professional fee (for both Key Personnel and Additional Personnel) and OPEs as per Forms prescribed in this RFQ cum RFP document. The breakup of the remuneration and OPEs should match the total cost of the Financial Bid. In case of any discrepancy, the lower of the amount as mentioned in the forwarding letter of the Financial Bid and the amount arrived at after carrying out the arithmetic verification will be considered for evaluation as well as for making payments;
 - (o) The rates shall be quoted by the Bidder entirely in INR. All payments shall be made in INR; and
 - (p) The successful Bidder may be subjected to local and other Taxes (such as: social charges or income Taxes on non - resident foreign Personnel, duties, fees, levies etc.) on amounts payable by the Employer under the Contract. The Bidders must do their due diligence about the Tax implications and the Employer will not be liable for any such incident.
- 9.8 The total duration of Assignment shall be as specified in Section 3: Bid Data Sheet.
10. **Extension of Bid Submission Date** 10.1 The Employer may extend the date of submission of Bids by issuing an addendum / corrigendum and uploading the same on Employer's website and e-procurement portal.
11. **Late Proposals** 11.1 Online Bids received by the Employer after the specified Bid submission date & time or any extension thereof, pursuant to clause 10 above, shall not be considered for evaluation and shall be summarily rejected.
- In the event of the specified date for the submission of Bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted in accordance with clause 13 below shall not be opened.
12. **Liability of the Employer** 12.1 The Bidders are advised to avoid last moment rush to submit the Bids online and they should upload their Bids well in advance before the Bid submission deadline. The Employer shall not be liable for failure of online submission of Bids by the Bidder that may arise due to any reason whatsoever. It shall be construed that the procedure for online submission of Bids, mentioned under clause 8 of Section 2: ITB, has been read and understood by the Bidder. The submission of hard copy of Bid is not a mandatory requirement. However, if the Bidder

- submits hard copy of the Bid, it shall not be treated as a substitute to online Bids submission and in case a Bidder fails to submit Bids online due to any reason, the hard copies of the Bids shall not be considered for evaluation.
13. **Modification / Substitution / Withdrawal of Bids** 13.1 The Bidder is allowed to modify, substitute or withdraw the Bid any number of times on e-procurement portal before the Bid submission last date and time. The Bidder shall have to log on to the system and re-submit the Bids as asked for by the system. In doing so, the Bids already submitted by the Bidder will be removed automatically from the system and the latest Bid only will be admitted but the Bidder should avoid any modification of Bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the Bidder fails to submit his modified Bids within the designated date and time of receipt, the Bid already in the system shall be considered for the purpose of evaluation.
- No Bid shall be modified, substituted or withdrawn after the deadline fixed for submission of Bids.
14. **Selection Process** 14.1 From the time the Bids are opened to the time the Contract is awarded, any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Bids, and recommendation for award of Contract may result in the rejection of the Bidders' Bid.
- 14.2 The Employer will constitute a Tender Evaluation Committee (TEC), which will carry out the evaluation process.
- 14.3 The Employer shall adopt a three-stage selection process (collectively the “**Selection Process**”) for evaluating the Bids. The Bids shall comprise of three (3) parts namely the Pre-qualification Proposal, Technical and Financial Bids. The Pre-qualification Proposal shall be submitted online titled RFQ along with the Processing Fee and Bid Security. The Technical Bid and Financial Bid shall also be submitted online in the relevant sections. The submissions for Pre-qualification shall be evaluated first as specified in this RFQ cum RFP document. Subsequently, the technical evaluation as specified in this RFQ cum RFP document will be carried out only for those Bidders who meet the pre-qualification criteria. Based on this technical evaluation, a list of technically qualified Bidders shall be prepared. Only the Financial Bids of technically qualified Bidders will be opened. Bids will finally be ranked according to their combined technical and financial scores as specified in this RFQ cum RFP document. The first ranked Bidder shall be invited for negotiations while the second ranked Bidder will be kept in reserve.
- 14.4 As part of the evaluation, the Pre-qualification Proposal submission shall be checked to evaluate whether the Bidder meets the prescribed minimum qualification & eligibility criteria. Subsequently, for Bidders who meet the minimum qualification & eligibility criteria, the Technical Bid shall be checked for responsiveness in accordance with the requirements of the RFQ cum RFP document and only those Technical Bids which are found to be responsive would be further

evaluated in accordance with the criteria set out in this RFQ cum RFP document.

- 14.5 Prior to evaluation of Bids, the Employer will determine whether individual Bid is responsive to the requirements of the RFQ cum RFP document at each evaluation stage as indicated below. The Employer may, in its sole discretion, reject any Bid that is not responsive hereunder. A Bid will be considered responsive at each stage only if:

Pre-qualification Stage

- (a) It is received by the Bid submission date and time including any extension thereof, pursuant to clause 10 above;
- (b) It is accompanied by the Bid Security & RFQ cum RFP Processing Fee as specified in clause 5.1 & 5.2 above;
- (c) It is received in the Forms specified in Section 4 (Technical Bid Standard Forms);
- (d) It does not contain any condition or qualification or suggestion;
- (e) It fulfils the minimum eligibility criteria stipulated in the RFQ cum RFP document; and
- (f) It is signed and marked as stipulated in this RFQ cum RFP document;

Technical Bid

- (a) It is received by the Bid submission date and time including any extension thereof, pursuant to clause 10 above;
- (b) It is received in the Forms specified in Section 4 (Technical Bid Standard Forms);
- (c) It does not contain any condition or qualification or suggestion; and
- (d) It is signed and marked as stipulated in this RFQ cum RFP document

Financial Bid

- (a) It is received by the Bid submission date and time including any extension thereof, pursuant to clause 10 above;
- (b) It is received in the Forms specified in Section 5 (Financial Bid Standard Forms);
- (c) It does not contain any condition or qualification or suggestion; and
- (d) It is signed and marked as stipulated in this RFQ cum RFP document

- 14.6 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may at its discretion, ask any Bidder for a clarification on its Bid, giving a reasonable time for response. The Employer, however, is not bound to accept the clarification submitted by the Bidder if found irrelevant. The

- Employer's request for clarification and the response shall be in writing.
- 14.7 The Employer shall inform the Bidders, whose Pre-qualification Proposal and Technical Bids are found responsive and on evaluation fulfils the criteria stipulated in the RFQ cum RFP document, of the date, time and place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.
- 14.8 At the time of online opening of the Financial Bids, the names of the technically qualified Bidders along with the Bid prices, the total amount of each Bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Bid opening.
- 14.9 The Bidder may, if deemed necessary by him, send a representative to attend the Financial Bid opening. Such representative shall have a letter of authorization from the Bidder to attend the Bid opening on its behalf.
- 14.10 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Selection Process.
- 15. Bid Evaluation**
- 15.1 **Pre-qualification Criteria**
- The Bidders shall meet the following minimum eligibility criteria:
- 15.1.1 The Bids should be accompanied with proof of submission of RFQ cum RFP Processing Fee and Bid Security;
- 15.1.2 The Bidder should be a reputed consultancy organization of Private entity or Public entity or Government entity or any combination of such entities in the form of JV / Consortium under an existing agreement or with the intent to enter into such agreement. Bidders that are Government owned entity in the Employer's country may participate only if they can establish that they (i) operate under commercial law and (ii) are not dependent agencies of the Employer.
- The Bidder or a Member of JV / Consortium may either be a sole proprietorship firm / a partnership firm / LLP / a company incorporated under the Companies Act 1956/2013 or a body corporate incorporated under the Applicable Laws of its origin;
- 15.1.3 Any entity which has been barred or blacklisted by the Central Government, any State Government, a statutory authority or a Public Sector Undertaking (PSU), as the case may be, from participating in any project during the past five (5) years, and the bar subsists as on the last date of Bid submission, would not be eligible to submit a Bid either by itself or through its Associate. Declaration in this regard has been incorporated in Form 4A: Pre-qualification Proposal Submission Form, Section 4: Technical Bid Standard Forms. In addition, the Bidder (including in case of a JV / Consortium, of its Members) shall

also submit an affidavit in this regard on non-judicial stamp paper of INR 100 which shall be duly notarized.

- 15.1.4 A Bidder (including in case of a JV / Consortium, of its Members) should have, during the last three (3) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder (including in case of a JV / Consortium, of its Members), nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder (including in case of a JV / Consortium, of its Members). Declaration in this regard has been incorporated in Form 4A: Pre-qualification Proposal Submission Form, Section 4: Technical Bid Standard Forms;
- 15.1.5 A Bidder shall not have a Conflict of Interest that may affect the Selection Process or the Assignment. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Employer will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Employer for, inter alia, the time, cost and effort of the Employer including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to the Employer hereunder or otherwise. Declaration in this regard has been incorporated in Form 4A: Pre-qualification Proposal Submission Form, Section 4: Technical Bid Standard Forms;
- 15.1.6 Average Annual Turnover including consultancy services over the last three (3) years ending 31st March of the previous financial year (FY) should be at least INR 200 crore. The Bidders shall provide financial turnover of the firm for the last three (3) years duly certified by the Statutory Auditor / Chartered Accountant.
- In the event of a JV / Consortium, all Members combined shall together meet the minimum eligibility requirement of Average Annual Turnover with the condition of Member in Charge to meet at least sixty percent (60%) of the Average Annual Turnover requirement;
- 15.1.7 Experience of having successfully completed / substantially completed at least three (3) Project Management Consultancy (PMC) assignments including bid advisory and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, out of which the fee of at least one (1) of the assignment shall be more than INR 20 crore or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore. Further, out of these three (3) assignments, one (1) assignment should have been undertaken in the Railways sector;
- 15.1.8 Experience of having successfully completed / substantially completed at least three (3) assignments covering DPR preparation / detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawings submitted

by the detailed design consultant engaged by a client, covering detailed design of the foundation, sub-structure and superstructure, with Central / State Government Departments / PSUs / Autonomous Bodies / other Government bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, out of which the fee of at least one (1) of the assignment shall be more than INR 50 lacs or the project cost for which the said consultancy services has been provided shall be more than INR 500 crore; and

- 15.1.9 Experience of having successfully completed / substantially completed at least three (3) consultancy services assignments involving detailed master planning and architectural design services of Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities / Industrial Parks / Township / Smart Cities / Station Building projects, out of which the fee of at least one (1) of the assignment shall be more than INR 50 lacs; and (2) construction work must have started on at least one (1) of the assignment, in the last ten (10) years as on Bid submission last date

Notes:

- (a) The Bidder shall submit the details of these assignments in Form 4C, Section 4: Technical Bid Standard Forms which shall be substantiated with copies of completion / substantial completion certificates from the client along with letter of award / contract agreement / engagement letters failing which the Bidder shall be considered as ineligible in the subsequent bidding process.
- “Substantially completed work”** shall be based on 80% or more works that have been financially completed under the contract as on Bid Submission last date;
- (b) Copy of work order / letter of award / contract agreement alone shall not suffice Bidders claim for executing the aforesaid assignments. Submitting completion / substantial completion certificates from the client on its letter head along with supporting documents is mandatory to qualify;
- (c) The experience of parent company / subsidiary / sister company of the Bidder shall not be considered unless the parent company / subsidiary / sister company is part of the JV / Consortium participating in the Bid;
- (d) The Employer reserves the right to verify all statements, information and documents, submitted by the Bidder in response to this RFQ cum RFP document. Any such verification or absence of verification by the Employer shall not in any manner whatsoever relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Employer; and
- (e) In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that any eligibility conditions have not been met by the Bidder or if the Bidder has made material misrepresentation or

has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet selected as the successful Bidder (either by issuance of the Work Order or entering into of the Contract), and if the successful Bidder has already been issued the Work Order or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ cum RFP document, be liable to be terminated, by a communication in writing by the Employer without the Employer being liable in any manner whatsoever to the successful Bidder. In such an event, the Employer shall, without prejudice to any other right or remedy that may be available to the Employer, forfeit and appropriate the Performance Security as mutually agreed pre-estimated compensation and damages payable to the Employer for, *inter alia*, time, cost and effort of the Employer; provided that in the event the Performance Security has not been provided, the Employer have the right to forfeit the Bid Security and the Bidder or the successful Bidder, as the case may be, shall be liable for the difference.

15.2 **Technical Bid Evaluation**

15.2.1 In case a Bidder fails to meet the minimum eligibility criteria as stipulated above, the further process for technical evaluation will not be carried out and such Bids shall be treated as non-responsive.

15.2.2 The points earmarked for evaluation of Technical Bids for the responsive Bidders in terms of clause 15.1 above are as stipulated in Section 3: Bid Data Sheet.

15.2.3 The Technical Bids must score at least seventy (70) marks out of hundred (100) to become eligible for opening of Financial Bids. In other words, Financial Bids of only those Bidders whose Technical Bids have a score of seventy (70) marks or more (out of hundred (100)) would be opened for further processing. The Employer will notify the Bidders who fail to score the minimum technical score about the same and return their Financial Bids unopened after completing the Selection Process.

15.2.4 The evaluation of the Technical Bids shall be done based on various documents submitted by the Bidder and as per the method of evaluation stipulated in Section 3: Bid Data Sheet. After evaluation of the Technical Bids as per the stipulated method, the score of the Bidder in technical evaluation (St) shall be arrived at by rationalizing it to a maximum score of hundred (100) points for working out the composite score in accordance with clause 15.4 below.

15.3 **Financial Bid Evaluation**

15.3.1 Prior to evaluation of the Financial Bids, the TEC will determine whether the Financial Bids are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.

15.3.2 The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of the Assignment and should be stated in INR only. It is clarified that the costs indicated in the Financial Bid

Forms will be subject to verification of arithmetic correctness in terms of the total cost of the Assignment tallying with the sum of individual cost components provided in the Financial Bid Forms (5A to 5E). The man-months considered for calculation of costs for the Personnel in the Financial Bid should match the man-months for the corresponding Personnel given in the Technical Bid. In case, the man-months considered for calculation of costs for the Personnel in the Financial Bid are more than the corresponding man-months given in the Technical Bid, the man-months considered in the Financial Bid shall be reduced to match the man-months given in the Technical Bid with a corresponding reduction in the cost indicated in the Financial Bid. In case the man-months considered for calculation of costs for the Personnel in the Financial Bid are less than the corresponding man-months given in the Technical Bid, the successful Bidder has to deploy the Personnel for the man-months given in the Technical Bid, without any claim or increase of the Financial Bid. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the ToR within the total quoted price shall be that of the Bidder. The evaluation shall exclude those Taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs. For the avoidance of doubt, it is hereby clarified that the evaluation of Financial Bid shall be on the basis of total staff fees and OPEs for a period of four (4) years. Omissions, if any, in costing of any item shall not entitle the successful Bidder to be compensated and the liability to fulfil its obligations as per the ToR within the total quoted price shall be that of the successful Bidder.

- 15.3.3 For IT & office maintenance and Management Information System (MIS) software and hardware costs, the maximum OPEs provided for these categories in this RFQ cum RFP shall be used by all the Bidders. For site survey investigation expenses, the OPEs quoted by the Bidder shall be considered as the maximum OPEs payable to the successful Bidder in respect thereof. Notwithstanding the foregoing, the successful Bidder shall be entitled to reimbursement of actual OPEs incurred for performance of the Assignment upon submission of relevant supporting documents. For the avoidance of doubt, it is clarified that in no event shall the successful Bidder be entitled to reimbursement of sum(s) greater than the sum quoted (subject to adjustment of such sums in accordance with the terms of the Standard Form of Contract). Except for the expenses specifically listed in Form 5D, Section 5: Financial Bid Standard Forms (which shall be reimbursed at actual in accordance with the terms of the Standard Form of Contract), all other costs and expenses (including without limitation any expenses attributable to hotel stay, per diem, software license and web hosting costs, insurance, maintenance, accommodation for Personnel, home leave trips, any sums attributable to paid leave, vehicle leasing, laptops, cell phones) not specifically mentioned in Form 5D, Section 5: Financial Bid Standard Forms shall be deemed to have been taken into consideration by the Bidder for providing the rates of remuneration and the successful Bidder shall not under any circumstances be entitled to any additional sums on this account. The total fee quoted and the total OPEs quoted shall reflect the total cost for the

Assignment to be provided by the successful Bidder with the exception of GST payable thereon.

- 15.3.4 The lowest Financial Bid (Fm) will be given a financial score (Sf) of hundred (100) points. The financial scores (Sf) of the other Financial Bids will be determined using the following formula:

$$Sf = 100 * Fm / F$$

(Sf is the normalized financial score, Fm is the lowest Financial Bid and F is the Financial Bid under consideration for calculation)

15.4 **Final Evaluation**

- 15.4.1 A combined score of Technical and Financial will be calculated. The successful Bidder shall be selected as per the following procedure:

(a) Bids will be ranked according to the combined Technical (St) and Financial (Sf) score using the weightages mentioned below.

(b) The weightage, Technical (Tw) and Financial (Fw) would be given for Technical and Financial Bids, where Tw = 0.80 and Fw = 0.20

(Tw = the weightage given to Technical Bid; Fw = weightage given to the Financial Bid; Tw + Fw = 1)

(c) Final score (S) would be arrived at using the following formula:

$$S = St \times Tw + Sf \times Fw$$

- 15.4.2 The Bid obtaining the highest total combined score in evaluation of quality (Technical) and cost (Financial) will be ranked as H-1 followed by the Bids securing the lesser marks as H-2, H-3 etc. The Bid securing the highest combined marks and ranked H-1 can also be invited by the Employer for negotiations to facilitate decision on award of Contract. In the event two (2) or more Bids have the same score in final ranking, the Bid with highest technical score will be H-1.

16. **Correction of Errors**

- 16.1 The Financial Bids of technically qualified Bidders will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

16.1.1 Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and

16.1.2 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and

16.1.3 Whenever there is a difference between the financial quote (as submitted by the Bidder) and the corrected value (after arithmetic verification), the lower of the two (2) values will prevail.

17. **Negotiation**

- 17.1 The successful Bidder may, if necessary be invited for negotiations. The negotiations shall generally not be for reducing the price of the Bid but will be for re-confirming the obligations of the Consultant

- under this RFQ cum RFP document. Issues such as deployment of Key Personnel, understanding of the scope of work, methodology and quality of the work plan shall be discussed during the negotiations. In case, the successful Bidder fails to reconfirm its commitment, the Employer reserves the right to designate the next ranked Bidder as the successful Bidder and invite it for negotiations.
- 17.2 During the negotiation stage, the Employer may seek replacement of any of the CV's found unsuitable / not meeting the criteria stipulated in the RFQ cum RFP document.
- 18. Award of Contract**
- 18.1 After selection of the successful Bidder in terms of clause 15 above, a Work Order will be issued, in duplicate, by the Employer to the successful Bidder and the successful Bidder shall, within seven (7) days of the receipt of the Work Order, sign and return the duplicate copy of the Work Order in acknowledgement thereof. In the event, the duplicate copy of the Work Order duly signed by the successful Bidder is not received by the stipulated date, the Employer may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Employer on account of failure of the successful Bidder to acknowledge the Work Order, and the next highest ranking Applicant may be considered.
- 18.2 **Commencement of Assignment:** The successful Bidder / Consultant is expected to commence the services on the date of commencement of Assignment as prescribed in the conditions of Contract. If the successful Bidders fails to either sign the Agreement or commence the Assignment as specified herein, the Employer may invite the second ranked Bidder for Contract signing. In such an event, the Bid Security / Performance Security, as the case may be, of the successful Bidder shall be liable to be forfeited by the Employer.
- 19. Fraud and Corrupt Practices**
- 19.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFQ cum RFP document, the Employer shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the Employer shall, without prejudice to its any other rights or remedies, forfeit the Bid Security or Performance Security, towards damages payable to the Employer for, inter alia, time, cost and effort of the Employer, in regard to the RFQ cum RFP, including consideration and evaluation of such Bidder's Bid.
- 19.2 Without prejudice to the rights and remedies which the Employer may have under the Work Order or the Agreement, if a Bidder or Consultant is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any prohibited practices during the Selection Process, or after the issue of the Work Order or during the execution of the Agreement, such Bidder or Consultant

shall not be eligible to participate in any RFQ cum RFP or RFQ cum RFP for the said consultancy issued by the Employer during a period of two (2) years from the date such Bidder or Consultant, as the case may be, is found by the Employer to have directly or through an agent, engaged or indulged in any Prohibited Practices, as the case may be.

19.3 For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

19.3.1 “*corrupt practice*” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Employer who is or has been associated in any manner, directly or indirectly with the Selection Process or the Work Order or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one (1) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Work Order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Assignment or the Work Order or the Agreement, who at any time has been or is a legal, financial or technical consultant / adviser of the Employer in relation to any matter concerning the Assignment;

19.3.2 “*fraudulent practice*” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

19.3.3 “*coercive practice*” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

19.3.4 “*undesirable practice*” means (i) establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

19.3.5 “*restrictive practice*” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process

20. Right to reject any or all Bids

20.1 Notwithstanding anything contained in this RFQ cum RFP document, the Employer reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time

- without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 20.2 Without prejudice to the generality of above, the Employer reserves the right to reject any Bid if:
- 20.2.1 at any time, a material misrepresentation is made or discovered, or
- 20.2.2 the Bidder does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of the Bid
- 20.3 Such misrepresentation / improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the highest-ranking Bidder gets disqualified / rejected, then the Employer reserves the right to consider the next ranked Bidder, or take any other measure as may be deemed fit in the sole discretion of the Employer, including annulment of the Selection Process.
- 21. Confidentiality** 21.1 Information relating to evaluation of Bids and recommendations concerning award of Contract shall not be disclosed to the Bidders who submitted the Bids or to other persons not officially concerned with the process, until the winning Bidder has been notified that it has been awarded the Contract.
- 22. Ownership of Document and Copyright** 22.1 All the deliverables and study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Employer in hard copies and editable soft copies in addition to the requirements for the reports and deliverables indicated in the ToR.
- The study outputs shall remain the property of the Employer and shall not be used for any purpose other than that intended under these ToR without the prior written permission of the Employer. In the case of any deliverables by Consultant consisting of any Intellectual Property Rights ("**IPR**") rights of the Consultant, the Consultant shall provide the Employer with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the Assignment, shall be and remain property of the Employer.

SECTION 3: BID DATA SHEET

SECTION 3: BID DATA SHEET

This Section of the RFQ cum RFP document shall be read in conjunction with Section 2: ITB:

Reference	Particulars	Description
ITB 2.1	Employer	NICDC Ltd., 8 th Floor, Tower-1, LIC, Jeevan Bharti Building, Connaught Place, New Delhi-110001
ITB 2.1	Method of Selection	Quality cum Cost Based Selection (QCBS) method (80:20)
ITB 2.2	Name of the Assignment	Engagement of GC for development of MMTH at Greater Noida in the state of U.P. under DMIC project
ITB 2.3	Last date & time for submission of online Bids and hard copy of original instruments i.e. Bid Security, RFQ cum RFP Processing Fee, PoAs and Joint Bidding Agreement	<p>Date: 25/06/2021</p> <p>Time: Latest by 1500 Hrs (IST)</p> <p>Submission: online submission</p> <p>Address: CEO & Managing Director, NICDC Ltd., 8th Floor, Tower-1, LIC, Jeevan Bharti Building, Connaught Place, New Delhi-110001</p>
ITB 3.0	Pre-bid Meeting	<p>Date: 25/05/2021</p> <p>Time: 1100 Hrs (IST)</p> <p>Venue: NICDC Ltd., 8th Floor, Tower-1, LIC, Jeevan Bharti Building, Connaught Place, New Delhi-110001</p>
ITB 4.1	Last date for seeking clarifications	<p>Date: 24/05/2021</p> <p>Time: 1800 Hrs (IST)</p> <p>Address: CEO & Managing Director, NICDC Ltd., 8th Floor, Tower-1, LIC, Jeevan Bharti Building, Connaught Place, New Delhi-110001</p> <p>Email: contactus@nicdc.in & tenders@nicdc.in</p>
ITB 5.1.1	Bid Security	INR 10,00,000
ITB 5.1.2	RFQ cum RFP Processing Fee	INR 1,00,000 plus 18% GST = INR 1,18,000
ITB 5.6	Bid Validity Period	One hundred and eighty (180) days from the last date of Bid submission
ITB 5.8	JV / Consortium	Yes
ITB 9.2	Authorized Representative	<p>Name: CEO & Managing Director, NICDC Ltd., 8th Floor, Tower-1, LIC, Jeevan Bharti Building, Connaught Place, New Delhi-110001</p> <p>Email: contactus@nicdc.in & tenders@nicdc.in</p>
ITB 9.8	Duration of the	Four (4) years i.e. forty (48) months from the Effective Date and such time period shall be extendable on mutual consent of both the

Reference	Particulars	Description																																															
	Assignment	Parties and subject to Project(s) requirement & satisfactory performance of Consultant.																																															
ITB 15.1.6	Average Annual Turnover	Minimum INR 200 crore																																															
ITB 15.2.2	Points earmarked for Technical Bid evaluation	<p>The points earmarked for evaluation of Technical Bids for the responsive Bidders in terms of clause 15.1 of Section 2: ITB would be as follows:</p> <p>Summary</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Evaluation Criteria</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>The Bidder's relevant experience for the Assignment</td> <td>25</td> </tr> <tr> <td>2.</td> <td>The qualification and experience of the proposed Key Personnel</td> <td>50</td> </tr> <tr> <td>2.1</td> <td>Team Leader</td> <td>08</td> </tr> <tr> <td>2.2</td> <td>Dy. Team Leader & Infrastructure Expert</td> <td>06</td> </tr> <tr> <td>2.3</td> <td>Structural Design Expert</td> <td>06</td> </tr> <tr> <td>2.4</td> <td>Architectural Design Expert</td> <td>06</td> </tr> <tr> <td>2.5</td> <td>Urban Planner / Designer</td> <td>06</td> </tr> <tr> <td>2.6</td> <td>Procurement & Contract Specialist</td> <td>06</td> </tr> <tr> <td>2.7</td> <td>Transportation Expert</td> <td>06</td> </tr> <tr> <td>2.8</td> <td>Project Management Specialist</td> <td>06</td> </tr> <tr> <td>3.</td> <td>The quality of Approach & Methodology proposed along with detailed Work Plan, Organization and Staffing</td> <td>25</td> </tr> <tr> <td colspan="2">Grand Total (S. No. 1+2+3)</td> <td>100</td> </tr> </tbody> </table> <p>(1) Relevant Experience for the Assignment</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Evaluation criteria</th> <th>Scoring</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Experience of having successfully completed / substantially completed PMC assignments including bid advisory</td> <td> <ul style="list-style-type: none"> >1 and <= 3 Projects: 06 Marks </td> <td>10</td> </tr> </tbody> </table>	S. No.	Evaluation Criteria	Score	1.	The Bidder's relevant experience for the Assignment	25	2.	The qualification and experience of the proposed Key Personnel	50	2.1	Team Leader	08	2.2	Dy. Team Leader & Infrastructure Expert	06	2.3	Structural Design Expert	06	2.4	Architectural Design Expert	06	2.5	Urban Planner / Designer	06	2.6	Procurement & Contract Specialist	06	2.7	Transportation Expert	06	2.8	Project Management Specialist	06	3.	The quality of Approach & Methodology proposed along with detailed Work Plan, Organization and Staffing	25	Grand Total (S. No. 1+2+3)		100	S. No.	Evaluation criteria	Scoring	Maximum Marks	1	Experience of having successfully completed / substantially completed PMC assignments including bid advisory	<ul style="list-style-type: none"> >1 and <= 3 Projects: 06 Marks 	10
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			<p>and construction supervision related services with Central / State Government Departments / PSUs / Autonomous / other Government Bodies, in the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors having minimum fee of INR 20 crore or project cost of INR 500 crore for which the said consultancy services has been provided</p>	<ul style="list-style-type: none"> • >3 and <= 5 Projects: 08 Marks • >5 Projects: 10 Marks 	
		<p>Additional three (3) marks shall be given to those Bidders who have completed / substantially completed similar assignments of same magnitude (i.e. consulting fee / project cost) and with the aforesaid departments in railway station development projects</p>			
		2b	<p>Experience of having successfully completed / substantially completed assignments covering DPR preparation / detailed design consultancy services / proof checking of civil structural design services for the detailed designs / drawings submitted by the detailed design consultant engaged by a client, covering detailed design of the foundation, sub-structure and superstructure, with Central / State Government Departments / PSUs / Autonomous Bodies / other Government Bodies, in</p>	<ul style="list-style-type: none"> • >1 and <= 3 Projects: 02 Marks • >3 and <= 5 Projects: 04 Marks • >5 Projects: 06 Marks 	06

Reference	Particulars	Description		
		<p>the last ten (10) years as on Bid submission last date, in Railways / Highways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities sectors, having minimum fee of INR 50 lacs or project cost of INR 500 crore for which the said consultancy services has been provided</p>		
<p>Additional two (2) marks shall be given to those Bidders who have completed / substantially completed similar assignments of same magnitude (i.e. consulting fee / project cost) and with the aforesaid departments in railway station development projects</p>				
		<p>2c Experience of having successfully completed / substantially completed consultancy services assignments involving detailed master planning & architectural design services of Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities / Industrial Parks / Industrial / Residential Township / Smart Cities / Station Building / Logistics Parks / Dry Ports projects having minimum fee of INR 50 lacs, in the last ten (10) years as on Bid submission last date</p>	<ul style="list-style-type: none"> • >1 and <= 3 Projects: 01 Mark • >3 and <= 5 Projects: 02 Marks • >5 Projects: 03 Marks 	<p>03</p>
<p>Additional one (1) mark shall be given to those Bidders who have completed / substantially completed similar assignments in railway station development projects</p>				
Total Marks				25
<p><i>Note: The Bidder shall submit copies of completion / substantial completion certificates from the client along with letter of award /</i></p>				

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SECTION 4: TECHNICAL BID STANDARD FORMS

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List of Forms to be submitted by the Bidders

Pre-qualification Proposal

Form 4A: Pre-qualification Proposal Submission Form

Form 4B: Bidder Information Sheet

Form 4C: Pre-qualification Proposal (Eligible Projects)

Form 4D: Pre-qualification Proposal (Average Annual Turnover)

Form 4E: Format for Joint Bidding Agreement (in case of JV / Consortium)

Form 4F: Format for PoA for authorised representative of the Bidder (in case of JV / Consortium)

Form 4G: Format for PoA for Lead Member of JV / Consortium

Form 4H: Format of Bank Guarantee for Bid Security

Technical Bid

Form 4I: Technical Bid Submission Form

Form 4J: Bidder's Experience

Form 4K: Description of Approach, Methodology and Work Plan

Form 4L: Team Composition and Task Assignments

Form 4M: CV for Proposed Key Personnel (with one page of summary of experience)

Form 4N: Staffing Schedule for Key Personnel

Form 4O: Staffing Plan for Additional Personnel

Form 4P: Work Schedule

Form 4Q: Format for Pre-bid queries by Bidders

FORM 4A: PRE-QUALIFICATION PROPOSAL SUBMISSION FORM
(To be submitted on the letter head of the Bidder (Member in Charge in case of a JV / Consortium))

[Location, Date]

To,
The CEO and Managing Director,
8th Floor, Tower-1, LIC, Jeevan Bharti Building,
Connaught Place, New Delhi-110001

Sub: RFQ cum RFP dated *[date]* for engagement of *[name of assignment]*

Dear Sir,

With reference to your RFQ cum RFP document dated *[date]*, we, having examined all relevant documents and understood their contents, hereby submit our Technical Bid for selection as *[name of Assignment]*. The Bid is unconditional and unqualified.

We are submitting our Bid as *[sole applicant / JV / Consortium]* *[with]* *[insert a list with full name and address of each JV / Consortium Member]*.

If negotiations are held during the period of validity of the Bid, we undertake to negotiate in accordance with the RFQ cum RFP document. Our Bid is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFQ cum RFP document.

We understand you are not bound to accept any Bid you receive. Further:

1. We acknowledge that the Employer will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Consultant, and we certify that all information provided in the Bid and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Assignment.
3. We shall make available to the Employer any additional information it may deem necessary or require for supplementing or authenticating the Bid.
4. We acknowledge the right of the Employer to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last three (3) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
 - (a) We have examined and have no reservations to the RFQ cum RFP document, including any addendum / corrigendum issued by the Employer;
 - (b) We do not have any Conflict of Interest in accordance with the terms of the RFQ cum RFP document;
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered

into with client or any other public sector enterprise or any Central or State Government department;
and

- (d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Consultant, without incurring any liability to the Bidders.
 8. We declare that we are not a Member of any other JV / Consortium applying for selection as a Consultant.
 9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
 10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We¹ further certify that neither we nor any of our JV / Consortium Members have been barred / blacklisted by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsists as on the last date of Bid submission.
 11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors / Managers / employees.
 12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Employer in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above-mentioned Assignment.
 13. We agree and understand that the Bid is subject to the provisions of the RFQ cum RFP document. In no case, shall we have any claim or right of whatsoever nature if the Assignment is not awarded to us or our Bid is not opened or rejected.
 14. In the event of us being selected as the Consultant, we agree to enter into a Contract in accordance with the Contract prescribed in the RFQ cum RFP document. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 15. We have studied the RFQ cum RFP document and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by Employer or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.
 16. The Financial Bid is being submitted in a separate cover. This Technical Bid read with the Financial Bid shall be binding on us.
 17. We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP document.

We remain,

¹ The Bidder (including in case of a JV / Consortium, of its Members) shall also submit an affidavit in this regard on non-judicial stamp paper of INR 100 which shall be duly notarized.



Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Bidder / Member in Charge)

FORM 4B: BIDDER INFORMATION SHEET

Bidder name: <i>[insert full name]</i>
Bidder's Party name: <i>[insert full name]</i>
Bidder's Party country of registration: <i>[indicate country of registration]</i>
Bidder's year of constitution: <i>[indicate year of constitution]</i>
Bidder's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Association / Memorandum of Association (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above</p> <p><input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status</p> <p>2. Included are the brief background, organizational chart, details of top management (Board of Directors), PAN card, GST registration certificate and composition / ownership / shareholding pattern of the firm</p>

FORM 4C: FORMAT FOR PRE-QUALIFICATION PROPOSAL (ELIGIBLE PROJECTS)

Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV / Consortium]

Assignment Name:	Approx. value of the contract (in INR in crore)
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total no. of staff-months of the assignment:
Address:	Approx. value of the services provided by the firm under the contract (in INR in crore):
Start Date (Month/Year): Completion Date (Month/Year):	No. of professional staff – months provided by associated Consultants:
Name of lead partner:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director / Coordinator, Team Leader):
Name of associated consultants, If any:	
Narrative Description of Project:	
Description of actual services provided by the staff within the assignment:	

Note:

For the purpose of evaluation of Bidders, INR 65.0 (Rupees Sixty-Five only) per USD shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to USD as on the date sixty (60) days prior to the Bid submission last date and the amount so derived in USD shall be converted into INR at the aforesaid rate. The conversion rate of such currency shall be the daily representative exchange rates published by the IMF for the relevant date.

Please limit the description of the project to four (4) single sided pages (two double sided pages) A4 size sheet of paper. Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

FORM 4D: PRE-QUALIFICATION PROPOSAL (AVERAGE ANNUAL TURNOVER)

(To be submitted on the letter head of Chartered Accountant / Statutory Auditor)

S. No.	Financial Years	Annual Turnover in INR
1.	2018-19	
2.	2019-20	
3.	2020-21	
4.	Total (1+2+3)	
5.	Average Annual Turnover	<i>[indicate sum of the above figures divided by 3]</i>

Certificate from the Statutory Auditor

This is to certify that*[Name of the Firm]* *[Registered Address]* has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation:

Name of Bidder:.....

(Signature of the Statutory Auditor & Seal of Audit Firm)

Note:

- 1. In case of a JV / Consortium, above Form has to be submitted for each JV / Consortium Member and minimum eligibility criteria for revenue satisfied jointly by the JV / Consortium with the condition of Member in Charge to meet the minimum of 60% of Average Annual Turnover*
- 2. In case the Bidder (including in case of a JV / Consortium, of its Members) does not have a Statutory Auditor, it may provide the certificate from its Chartered Accountant.*

FORM 4E: FORMAT FOR JOINT BIDDING AGREEMENT

(To be executed on non-judicial stamp paper of INR 100 and duly notarized)

THIS JOINT BIDDING AGREEMENT is entered into on this the *[date in words]* day of *[month in words]* *[year in 'yyyy' format]*.

AMONGST

1. *[Name of company]*, a company incorporated under the Companies Act, 1956 and having its registered office at *[registered address]* (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. *[Name of company]*, a company incorporated under the Companies Act, 1956 and having its registered office at *[registered address]* (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

3. *[Name of company]*, a company incorporated under the Companies Act, 1956 and having its registered office at *[registered address]* (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns);

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

WHEREAS,

- (a) National Industrial Corridor Development Corporation Limited (NICDC Ltd.), a company incorporated under the Companies Act, 1956, having its registered office at 8th Floor, Tower-1, LIC, Jeevan Bharti Building, Connaught Place, New Delhi-110001, India (hereinafter referred to as the “**Employer**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (“the Bids”) by its Request for Qualification – cum - Request for Proposal No. *[number]* dated *[date]* (the “**RFQ cum RFP**”) for engagement of *[name of assignment]* (the “**Assignment**”).
- (b) The Parties are interested in jointly bidding for the Assignment as Members of a JV / Consortium and in accordance with the terms and conditions of the RFQ cum RFP document and other Bid documents in respect of the Assignment, and
- (c) It is a necessary condition under the RFQ cum RFP document that the Members of the JV / Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. **Definitions and interpretations:** In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ cum RFP.
2. **JV / Consortium**
 - (a) The Parties do hereby irrevocably constitute a JV / Consortium (the “**JV / Consortium**”) for the purposes of jointly participating in the Selection Process for the Assignment.
 - (b) The Parties hereby undertake to participate in the Bidding process only through this JV / Consortium and not individually and / or through any other JV / Consortium constituted for this Assignment, either directly or indirectly or through any of their Affiliates.

3. **Covenants:** The Parties hereby undertake that in the event the JV / Consortium is declared the Consultant and awarded the Assignment, the Parties shall enter into a Contract for the Assignment (“Contract”) with the Employer and for performing all obligations as the Consultant in terms of the Contract for the Assignment.
4. **Role of the Parties:** The Parties hereby undertake to perform the roles and responsibilities as described below:
 - (a) Party of the First Part shall be the Member in Charge of the JV / Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV / Consortium during the Bidding process and until the signing of the Contract for the Assignment when all the obligations shall become effective; and
 - (b) Party of the Second and Third Part shall be assisting the Member in Charge in the manner as recorded herein for carrying out the entire scope of work awarded under the RFQ cum RFP for the Assignment; and
5. **Joint and Several Liability:** The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Assignment and in accordance with the terms of the RFQ cum RFP and the Contract, for the performance of the Contract.
6. **Member in Charge:** Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Employer shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:
 - (a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been made on its behalf and shall be binding on it. The Employer shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
 - (b) consolidated invoices for the services in relation to the Assignment performed by all the Members shall be prepared and submitted by the Member in Charge and the Employer shall have the right to release payments solely to the Member in Charge and the Employer shall not in any manner be responsible or liable for the inter-se allocation of payments, works etc. among the Parties;
 - (c) any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.
7. **Representation of the Parties:** Each Party represents to the other Parties as of the date of this Agreement that:
 - (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
 - (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or Government action and a copy of the extract of the charter documents and board resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

- (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
 - (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
 - (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
8. **Termination:** This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Assignment is awarded to the JV / Consortium. However, in case the JV / Consortium is not selected for award of the Assignment, the Agreement will stand terminated upon intimation by the Employer that it has not been selected and upon return of the Bid Security by the Employer.
9. **Miscellaneous**
- (a) This Joint Bidding Agreement shall be governed by laws of India.
 - (b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.
10. **Proposed distribution of Responsibilities:** All the parties of this Agreement hereby agree for the following shareholding percentage and technical & financial responsibilities towards fulfilling the objectives of this RFQ cum RFP document and the work in spirit:

S. No.	Name of Member of JV / Consortium	Percentage Share	Technical Responsibility	Financial Responsibility	Remarks
(i)	Member in Charge (Name & Address of Member – 1)				
(ii)	Member 2 (Name & Address of Member – 2)				
(iii)	Member 3 (Name & Address of Member – 3)				

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

SIGNED, SEALED & DELIVERED

For and on behalf of **MEMBER IN CHARGE** by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of **SECOND PART** by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of **THIRD PART** by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

1. *[Signature, name and address of witness]*
2. *[Signature, name and address of witness]*

Notes:

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal or official seal of all members.*
2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the JV / Consortium Member.*
3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

FORM 4F: FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE

(To be executed on non-judicial stamp paper of INR 100 and duly notarized. The stamp paper to be in the name of the company who is issuing the Power of Attorney)

Know all men by these presents, we, *[name of organization and address of the registered office]* do hereby constitute, nominate, appoint and authorize Mr / Ms *[name]*, son/ daughter/ wife of *[name]*, and presently residing at *[address]*, who is presently employed with / retained by us and holding the position of *[designation]* as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for and selection as Consultant for *[name of Assignment]*, to be undertaken by National Industrial Corridor Development Corporation Limited (NICDC Ltd.) (the “**Employer**”) including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information / responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Assignment and / or upon award thereof to us until the entering into of the Contract with the Employer.

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

IN WITNESS WHEREOF WE, *[name of organization]*, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS *[date in words]* DAY OF *[month]* *[year in ‘yyyy’ format]*.

For *[name and registered address of organization]* *[Signature]*

[Name]

[Designation]

Witnesses:

1. *[Signature, name and address of witness]*
2. *[Signature, name and address of witness]*

Accepted

[Signature]

[Name]

[Designation]

[Address]

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed “The Hague*

Legislation Convention, 1961” are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

FORM 4G: FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER / MEMBER IN CHARGE OF JV / CONSORTIUM

(To be executed on non-judicial stamp paper of INR 100 and duly notarized. To be executed by all members of the JV / Consortium)

Whereas the National Industrial Corridor Development Corporation Limited (NICDC Ltd.) (the “**Employer**”) has invited Bids from interest Parties for engagement of *[name of assignment]*, (the “**Assignment**”).

Whereas, *[name of Party]*, *[name of Party]* and *[name of Party]* (collectively the “**JV / Consortium**”) being Members of the JV / Consortium are interested in bidding for the Assignment in accordance with the terms and conditions of the RFQ cum RFP document and other connected documents in respect of the Assignment, and

Whereas, it is necessary for the members of the JV / Consortium to designate one of them as the Member in Charge with all necessary power and authority to do for and on behalf of the JV / Consortium, all acts, deeds and things as may be necessary in connection with the JV / Consortium’s Bid for the Assignment and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

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

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS *[date in words]* DAY OF *[month]* *[year in ‘yyyy’ format]*.

SIGNED, SEALED & DELIVERED

For and on behalf of **MEMBER IN CHARGE** by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of **SECOND PART** by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of **THIRD PART** by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

1. *[Signature, name and address of witness]*
2. *[Signature, name and address of witness]*

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed "The Hague Legislation Convention, 1961" are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

FORM 4H: FORMAT OF BANK GUARANTEE FOR BID SECURITY

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

BG No.

Date:

1. In consideration of you, **National Industrial Corridor Development Corporation Limited (NICDC Ltd.)**, a company incorporated under the Companies Act, 1956, having its registered office at 8th Floor, Tower-1, LIC, Jeevan Bharti Building, Connaught Place, New Delhi-110001, India (hereinafter referred to as the “**Employer**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the Bid of *[Name of company]*, a company registered under the Companies Act, 1956 and having its registered office at *[registered address of company]*, [and acting on behalf of a JV / Consortium comprising of *[name of company]*, *[name of company]* and *[name of company]*] (hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Consultant for *[name of assignment]* (hereinafter referred to as the “**Assignment**”) pursuant to the RFQ cum RFP document dated *[date]* issued in respect of the Assignment and other related documents including without limitation the draft Contract for the Assignment (hereinafter collectively referred to as “**RFQ cum RFP document**”), we *[Name of the Bank]* having our registered office at *[registered address]* and one of its branches at *[branch address]* (hereinafter referred to as the “**Bank**”), at the request of the Bidder, do hereby in terms of relevant clause of the RFQ cum RFP document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFQ cum RFP document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of Rs. *[in figures]* (*[in words]*) (hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFQ cum RFP document.
2. Any such written demand made by the Employer stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ cum RFP document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ cum RFP document including, document including without limitation, failure of the said Bidder to keep its Bid valid during the validity period of the Bid as set forth in the said RFQ cum RFP document, and the decision of the Employer that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Employer is disputed by the Bidder or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFQ cum RFP document including without limitation, failure of the said Bidder to keep its Bid valid during the validity period of the Bid as set forth in the said RFQ cum RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. *[in figures]* (*[in words]*).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid submission last date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Employer and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

6. In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ cum RFP document or to extend time for submission of the Bids or the Bid validity period or the period for conveying of Work Order to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFQ cum RFP document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ cum RFP document or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Bidder or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to *[Name of bank along with branch address]* and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for the Employer to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *[in figures]* (*[in words]*). The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before *[date]*.

Signed and Delivered by *[name of bank]*

By the hand of Mr. /Ms. *[name]*, it's *[designation]* and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

Notes:

1. *The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.*
2. *The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.*

FORM 4I: TECHNICAL PROPOSAL SUBMISSION FORM

(To be submitted on the letter head of the Bidder (Member in Charge in case of a JV / Consortium))

[Location, Date]

To
The CEO and Managing Director,
8th Floor, Tower-1, LIC, Jeevan Bharti Building,
Connaught Place, New Delhi-110001

Sub: RFQ cum RFP dated *[date]* for engagement of *[name of Assignment]*

Dear Sir,

With reference to your RFQ cum RFP document dated *[date]*, we, having examined all relevant documents and understood their contents, hereby submit our Technical Bid for selection as *[name of Assignment]*. The Bid is unconditional and unqualified.

We are submitting our Bid as *[sole applicant/ JV/ Consortium]* *[with]* *[insert a list with full name and address of each JV / Consortium Member]*.

If negotiations are held during the period of validity of the Bid, we undertake to negotiate in accordance with the RFQ cum RFP document. Our Bid is binding upon us, subject only to the modifications resulting from technical discussions in accordance with the RFQ cum RFP document.

We understand you are not bound to accept any Bid you receive. Further:

1. We acknowledge that the Employer will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Consultant, and we certify that all information provided in the Bid and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Assignment.
3. We shall make available to the Employer any additional information it may deem necessary or require for supplementing or authenticating the Bid.
4. We acknowledge the right of the Employer to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last three (3) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
 - (a) We have examined and have no reservations to the RFQ cum RFP document, including any addendum / corrigendum issued by the Employer;
 - (b) We do not have any Conflict of Interest in accordance with the terms of the RFQ cum RFP document;
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered

into with client or any other public sector enterprise or any Central or State Government department;
and

- (d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Consultant, without incurring any liability to the Bidders.
 8. We declare that we are not a Member of any other JV / Consortium applying for selection as a Consultant.
 9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
 10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our JV / Consortium Members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the last date of Bid submission.
 11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors / Managers / employees.
 12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Employer in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above-mentioned Assignment.
 13. We agree and understand that the Bid is subject to the provisions of the RFQ cum RFP document. In no case, shall we have any claim or right of whatsoever nature if the Assignment is not awarded to us or our Bid is not opened or rejected.
 14. In the event of us being selected as the Consultant, we agree to enter into a Contract in accordance with the Contract prescribed in the RFQ cum RFP document. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 15. We have studied the RFQ cum RFP document and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by Employer or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.
 16. The Financial Bid is being submitted in a separate cover. This Technical Bid read with the Financial Bid shall be binding on us.
 17. We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP document.

We remain,

Yours sincerely,



Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Applicant/Member in Charge)

FORM 4J: BIDDER’S EXPERIENCE

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV / Consortium]

Assignment Name:	Approx. value of the contract (in INR in crore)
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total no. of staff-months of the assignment:
Address:	Approx. value of the services provided by the firm under the contract (in INR in crore):
Start Date (Month/Year): Completion Date (Month/Year):	No. of professional staff – months provided by associated Consultants:
Name of lead partner:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director / Coordinator, Team Leader):
Name of associated consultants, If any:	
Narrative Description of Project:	
Description of actual services provided by the staff within the assignment:	

Note:

For the purpose of evaluation of Bidders, INR 65.0 (Rupees Sixty-Five only) per USD shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to USD as on the date sixty (60) days prior to the Bid submission last date and the amount so derived in USD shall be converted into INR at the aforesaid rate. The conversion rate of such currency shall be the daily representative exchange rates published by the IMF for the relevant date.

Please limit the description of the project to four (4) single sided pages (two double sided pages) A4 size sheet of paper. Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

FORM 4K: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Project Management and Technical approach with methodology and work plan are key components of the Technical Bid. The Bidder is suggested to present its Technical Bid divided into the following chapters:

1. **Project Management Approach:** In this chapter, the Bidder shall explain its overall philosophy with project management, the systems, tools and processes used to manage the cost and schedule. Specifically, the Bidder must describe how it will organize and deliver the project management tasks / deliverables required in ToR. Please limit the discussion to four (4) single sided pages (two double sided pages). Discussions greater than this limit shall not be considered for evaluation.
2. **Technical Approach and Methodology:** In this chapter, the Bidder should explain the understanding of the objectives of the Assignment, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The Bidder should highlight the problems to be addressed along with their importance and explain the technical approach, the Bidder would adopt to address them. The Bidder should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach. Please limit the discussion to 20 single sided pages (10 double sided pages). Discussions greater than this limit shall not be considered for evaluation.
3. **Work Plan:** In this chapter, the Bidder should propose the main activities of the Assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and delivery dates of the reports. The proposed work plan should be consistent with the project management and technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should also be included here.
4. **Organization and Staffing:** In this chapter, the Bidder should propose the structure and composition of the proposed team. The Bidder should list the main disciplines of the Assignment, the Key Personnel responsible, and proposed technical and support staff.

FORM 4L: TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Key Personnel²				
Name of staff	Firm	Area of expertise	Position assigned	Tasks assigned

2. Additional Personnel				
Name of staff	Firm	Area of expertise	Position assigned	Tasks assigned

² Bidders, who are executing ongoing mandates with the Employer, must propose a separate team of Key Personnel while bidding for this Assignment. The Key Personnel proposed above should be available for presentations / discussions / meetings with the Employer.

**FORM 4M: CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL
(ALONG WITH ONE PAGE OF SUMMARY OF EXPERIENCE)**

1.	Proposed position				
2.	Name of firm				
3.	Name of staff	[First] [Middle] [Surname]			
4.	Date of birth				
5.	Nationality				
6.	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]			
7.	Membership of Professional Organizations				
8.	Training & Publications	[Indicate significant training since education degrees (under 5) were obtained]			
9.	Countries of Work Experience	[List countries where staff has worked in the last ten years]			
10.	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		English			
11.	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	Name of Organization	Position held	Duration	
		YYYY to Present			
12.	Details of tasks assigned				
13.	Work Undertaken that Best Illustrates Capability to Assigned Handle the Tasks Assigned	<p>[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned]</p> <p>Name of assignment or project:</p> <p>Year:</p>			

		Location: Client: Project Cost: Main project features: Positions held: Activities performed:
14.	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature	Signature
Date: [dd/mm/yyyy]	Date: [dd/mm/yyyy]
Name of staff member:	Name of Authorized Signatory:

For Key Personnel who are not employees of the Bidder:

I, <name>_____, certificate that I am available to start work on this Assignment when the notice to start work is issued by the Employer.

Signature of the proposed staff: _____

Note: Please restrict the number of pages per CV to four (4) pages (two sheets if printed both sides). The one-page summary shall be over and above the four (4) page CV. Pages in the CV greater than these limits shall not be considered for evaluation.

FORM 4N: STAFFING SCHEDULE FOR KEY PERSONNEL
(Person months per year)

S. No.	Personnel	Staff Input				Total Personnel Input (in Months)
		Year 1	Year 2	Year 3	Year 4	
Key Personnel						
1.	Team Leader	12	12	12	12	48
2.	Dy. Team Leader & Infrastructure Expert	12	12	12	12	48
3.	Structural Design Expert	12	12	12	12	48
4.	Architectural Design Expert	12	12	12	12	48
5.	Urban Planner / Designer	12	12	12	12	48
6.	Procurement & Contract Specialist	12	12	12	12	48
7.	Transportation Expert	12	12	12	12	48
8.	Project Management Specialist	12	12	12	12	48
Total		96	96	96	96	384

Notes:

- The duration stated for each Key Personnel are best estimates based on current scope and the Employer needs. As the Assignment evolves, some positions may be changed / replaced with new positions or new Key Personnel may be added. All changes to the Key Personnel will be decided by mutual consent of the Consultant and the Employer and be part of future Work Orders.*
- It is envisaged that all the members of the Key Personnel shall be required during the entire term of the Assignment (i.e. four (4) years). However, a fresh assessment of the requirement shall be made at the end of finalization of annual Work Orders in consultation with the Consultant. Payment to the Consultant shall take into consideration the actual deployment of the Key Personnel and shall be in accordance with the provisions of the Standard Form of Contract in Section 7 of this RFQ cum RFP document. It is clarified that nothing contained in the Form should be interpreted as an assurance (expressed or implied) that the term of the consultancy would be extended beyond the initial one (1) year.*

FORM 40: STAFFING PLAN FOR ADDITIONAL PERSONNEL*
(Person months for each year for four (4) years)

#	Functional Role / Discipline	Senior Expert	Associate	Total person months per year
1.	Urban Planning	6	6	12
2.	Architecture	6	6	12
3.	Project Controls and Risk Management	6	6	12
4.	Quantity Surveyor	6	6	12
5.	Railway	4	4	8
6.	Highway	4	4	8
7.	Projects Planning & Scheduling	6	6	12
8.	Structural Engineering	4	4	8
9.	Heating, Ventilation, Air Conditioning (HVAC) Engineering	4	4	8
10.	Mechanical Engineering	4	4	8
11.	Civil Engineering / Site Supervision	6	6	12
12.	Transport Planning	4	4	8
13.	Social, Health & Environment (SHE)	4	4	8
14.	Water Resources, Treatment and Sanitation	4	4	8
15.	Power (transmission, production and distribution)	4	4	8
16.	Information & Communication Technology (ICT)	4	4	8
17.	Geographic Information System (GIS)	4	4	8
18.	Geotechnical Engineering	4	4	8
19.	Surveying	4	4	8
20.	Legal and Regulatory	4	4	8
21.	Solid Waste Management	4	4	8

#	Functional Role / Discipline	Senior Expert	Associate	Total person months per year
22.	Safety	6	6	12
23.	Quality Control & Quality Assurance	6	6	12
Total				

*See Form 5B-2 {(a) to (b)} for Personnel classification and experience levels

Notes:

1. *In addition to eight (8) number of Key Personnel, the Employer recognizes that Additional Personnel will be needed to deliver the Assignment. An indicative list of disciplines / functional role that comprise the Additional Personnel is provided above. It is likely that all the Additional Personnel against the twenty three (23) functional roles / discipline may not be required for the entire duration of the Assignment. However, for the sake of uniformity in the Bids, the Employer has estimated twelve (12) person months per year for each of the functional role for a total of 276 person months per year (12 person months X 23 disciplines = 2 person months per year). The Bidder must use the level of proposed staffing and the Bidders' corresponding rates from Form 5B-2(a) and Form 5B-2(b), Section 5: Financial Bid Standard Forms to develop the staff fee estimate in Form 5C, Section 5: Financial Bid Standard Forms. However, other than in the case of initial year, a fresh assessment of the requirement of the Additional Personnel shall be made by the Employer at the time of finalization of annual Work Orders in consultation with the Consultant. Payment to the Consultant shall take into consideration the actual deployment of the Additional Personnel and shall be in accordance with the provisions of the Standard Form of Contract of this RFQ cum RFP document.*
2. *As the Assignment evolves, some positions may be changed / replaced with new positions. All changes to the Additional Personnel will be decided by the Employer in consultation with the Consultant and be part of future Work Orders / Supplementary Work Orders, in accordance with the provisions of General Conditions of Contract.*
3. *All Personnel must have at least a graduate degree in the relevant field from an accredited university and relevant experience in each one of the functional areas.*

FORM 4P: WORK SCHEDULE

1. Field Investigations and Study teams

S. No.	Activity	Staff Input (in the form of a bar chart)					Total Staff Input (in Months)
		M1	M2	M3	M4	n	

2. Completion and Submission of Reports

S. No.	Reports	Program (Date)

FORM 4Q: FORMAT FOR PRE-BID QUERIES BY BIDDERS
(To be submitted on the letter head of the Bidder)

Name of Bidder:

Date of Submission:

Pre – Bid Queries

S. No.	Section Number, Clause Number, Sub-Clause Number and Page Number of RFQ cum RFP document	RFQ cum RFP document clause description	Query / Suggestion / Clarification sought
.			
.			
.			
.			

Yours Faithfully

(Signature of the authorised representative of the Bidder)

SECTION 5: FINANCIAL BID STANDARD FORMS

SECTION 5: FINANCIAL BID STANDARD FORMS

List of Forms to be submitted by the Bidders

Form 5A: Financial Bid Submission Form

Form 5B-1: Standard Schedule of Rates for Key Personnel

Form 5B-2 (a): Standard Schedule of Rates for Additional Personnel

Form 5B-2 (b): Standard Schedule of Rates for Additional Personnel

Form 5C: Staff Fee Estimate

Form 5D: OPEs (Direct)

Form 5E: Summary of Financial Bid

FORM FIN – 5A: FINANCIAL BID SUBMISSION FORM

[Location, Date]

To,

[Name and address of Employer]

Dear Sir,

We, the undersigned, offer to provide the consultancy services for *[Insert title of Assignment]* in accordance with your RFQ cum RFP document dated *[Insert Date]* and our Technical Bid. Our attached Financial Bid is for the sum of *[Insert amount(s) in words and figures]* for a period of four (4) years. This amount is inclusive of all types of Taxes (such as income tax, duties, fees, levies etc.) but excluding Goods & Service Tax (GST) *[Insert amount(s) in words and figures]*. We hereby confirm that the Financial Bid is unconditional, and we acknowledge that any condition attached to Financial Bid shall result in rejection of our Financial Bid / Bid as a whole.

Our Financial Bid shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Bid i.e. before the date indicated in clause.....

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

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

We remain,

Yours sincerely,

Authorized Representative’s Signature *[In Full and initials]*

Name and Designation of Signatory:

Name of Firm & Address:

FORM 5B-1: STANDARD SCHEDULE OF RATES FOR KEY PERSONNEL

(All amounts / rates in INR)

#	Position	Proposed candidate name	Company	Year 1 Monthly rates for 2021*	
				(in figures)	(in words)
1.	Team Leader				
2.	Dy. Team Leader & Infrastructure Expert				
3.	Structural Design Expert				
4.	Architectural Design Expert				
5.	Urban Planner / Designer				
6.	Procurement & Contract Specialist				
7.	Transportation Expert				
8.	Project Management Specialist				

**Monthly rates are based on a work day of eight (8) hours considering that there shall be twenty two (22) working days in a calendar month; provided that the method of payment and manner of calculation of man-months specified in the Standard Form of Contract shall apply even if there are more than twenty two (22) working days in any calendar month. The time spent in man-months and the fees payable shall be calculated in accordance with the provision of clause 6 of the General Conditions of Contract in the Standard Form of Contract of this RFQ cum RFP document.*

Authorized Representative's Signature

Name :

Designation :

Name of Firm :

Address :

FORM 5B-2 (A): STANDARD SCHEDULE OF RATES FOR ADDITIONAL PERSONNEL
(All amounts / rates in INR)

#	Functional Role	Person Months	Senior Expert Rate*	
			(in figures)	(in words)
1.	Urban Planning	1		
2.	Architecture	1		
3.	Project Controls and Risk Management	1		
4.	Quantity Surveyor	1		
5.	Railway	1		
6.	Highway	1		
7.	Projects Planning & Scheduling	1		
8.	Structural Engineering	1		
9.	HVAC Engineering	1		
10.	Mechanical Engineering	1		
11.	Civil Engineering / Site Supervision	1		
12.	Transport Planning	1		
13.	SHE	1		
14.	Water Resources, Treatment and Sanitation	1		
15.	Power (transmission, production and distribution)	1		
16.	ICT	1		
17.	GIS	1		
18.	Geotechnical Engineering	1		
19.	Surveying	1		
20.	Legal and Regulatory	1		
21.	Solid Waste Management	1		
22.	Safety	1		

#	Functional Role	Person Months	Senior Expert Rate*	
			(in figures)	(in words)
23.	Quality Control & Quality Assurance	1		

Monthly rates are based on a work day of eight (8) hours considering that there shall be twenty two (22) working days in a calendar month; provided that the method of payment and manner of calculation of man-months specified in the Standard Form of Contract shall apply even if there are more than twenty two (22) working days in any calendar month. The time spent in man-months and the fees payable shall be calculated in accordance with the provisions of clause 6 of the Standard Form of Contract. **The experience for the position of Senior Expert in the Additional Personnel pool should be a minimum of fifteen (15) years.*

Authorized Representative’s Signature

Name :

Designation :

Name of Firm :

Address :

FORM 5B-2 (B): STANDARD SCHEDULE OF RATES FOR ADDITIONAL PERSONNEL
(All amounts / rates in INR)

#	Functional Role	Person Months	Associate Rate*	
			(in figures)	(in words)
1.	Urban Planning	1		
2.	Architecture	1		
3.	Project Controls and Risk Management	1		
4.	Quantity Surveyor	1		
5.	Railways	1		
6.	Highways	1		
7.	Projects Planning & Scheduling	1		
8.	Structural Engineering	1		
9.	HVAC Engineering	1		
10.	Mechanical Engineering	1		
11.	Civil Engineering / Site Supervision	1		
12.	Transport Planning	1		
13.	SHE	1		
14.	Water Resources, Treatment and Sanitation	1		
15.	Power (transmission, production and distribution)	1		
16.	ICT	1		
17.	GIS	1		
18.	Geotechnical Engineering	1		
19.	Surveying	1		
20.	Legal and Regulatory	1		
21.	Solid Waste Management	1		
22.	Safety	1		

#	Functional Role	Person Months	Associate Rate*	
			(in figures)	(in words)
23.	Quality Control & Quality Assurance	1		

Monthly rates are based on a work day of eight (8) hours considering that there shall be twenty two (22) working days in a calendar month; provided that the method of payment and manner of calculation of man-months specified in the Standard Form of Contract shall apply even if there are more than twenty two (22) working days in any calendar month. The time spent in man-months and the fees payable shall be calculated in accordance with the provisions of clause 6 of the Standard Form of Contract. **The experience for the position of Associate in the Additional Personnel pool should be a minimum of seven (7) years.*

Authorized Representative's Signature

Name :

Designation :

Name of Firm :

Address :

FORM 5C: STAFF FEE ESTIMATE

(Persons months multiplied by rates)

(All amounts / rates in INR)

#	Personnel	Year 1	Year 2*	Year 3*	Year 4*	Total
	Key Personnel					
1.	Team Leader					
2.	Dy. Team Leader & Infrastructure Expert					
3.	Structural Design Expert					
4.	Architectural Design Expert					
5.	Urban Planner / Designer					
6.	Procurement & Contract Specialist					
7.	Transportation Expert					
8.	Project Management Specialist					
	Function Role for Additional Personnel					
1.	Urban Planning					
2.	Architecture					
3.	Project Controls and Risk Management					
4.	Quantity Surveyor					
5.	Railways					
6.	Highways					
7.	Projects Planning & Scheduling					
8.	Structural Engineering					
9.	HVAC Engineering					
10.	Mechanical Engineering					
11.	Civil Engineering / Site Supervision					
12.	Transport Planning					
13.	SHE					

#	Personnel	Year 1	Year 2*	Year 3*	Year 4*	Total
14.	Water Resources, Treatment and Sanitation					
15.	Power (transmission, production and distribution)					
16.	ICT					
17.	GIS					
18.	Geotechnical Engineering					
19.	Surveying					
20.	Legal and Regulatory					
21.	Solid Waste Management					
22.	Safety					
23.	Quality Control & Quality Assurance					

**The rates for the subsequent years (i.e. year 2, 3 and 4) shall be the same as quoted for the first (1st) year (2021). Indexation of the remuneration will be done annually beginning from the Effective Date as stipulated in the Standard Form of Contract in Section 7.*

Authorized Representative's Signature

Name :

Designation :

Name of Firm :

Address :

FORM 5D: OPES (DIRECT)
(All amounts / rates in INR)

Item	Qty	Rate	Year 1	Year 2	Year 3	Year 4	Total
(A)							
Site Survey Investigation Expenses*							
(B)							
IT and Office maintenance (Provisional)**			8,00,000	8,00,000	8,00,000	8,00,000	32,00,000
MIS Hardware and Software (Provisional)***			12,00,000	12,00,000	12,00,000	12,00,000	48,00,000
Total							

*Reimbursement of expenses related to site survey investigation expenses shall be at actuals, when supported by documentary evidence, subject to the provisions of the Standard Form of Contract in Section 7 of this RFQ cum RFP document.

**Provisional amounts for IT and Office maintenance are maximum set aside for bidding & fee estimation. Reimbursements will be per actual expenses when supported by documentary evidence, subject to the provisions of the Standard Form of Contract in Section 7 of this RFQ cum RFP document.

***MIS includes software licenses e.g. scheduling, cost management etc. for up to ten (10) users, web hosting charges and hardware costs e.g. servers used for data warehousing. Provisional amounts are maximum set aside for bidding & fee estimation. Reimbursements will be per actual expenses when supported by documentary evidence, subject to the provisions of the Standard Form of Contract in Section 7 of this RFQ cum RFP document.

FORM 5E: SUMMARY OF FINANCIAL BID

(All amounts / rates in INR)

Item	Year 1	Year 2	Year 3	Year 4	Total
(a) Staff Total Fees (Form 5C)					
(b) OPEs (Direct) (Form 5D)					
Total Fees without GST (a)+(b)*					
(c) GST as applicable					
Total Financial Bid (a) + (b) + (c)					

* The total fees without GST should match with the break-up of costs given as per the Forms 5B-1, 5B-2 (a to b), 5C and 5D.

Total Financial Bid (in figure): INR _____

Total Financial Bid (in words): INR _____

Note: As mentioned in this RFQ cum RFP document, the evaluation of Financial Bid shall be on the basis of the total fee (total staff fee and OPEs) for a period of four (4) years, excluding GST.

SECTION 6: TERMS OF REFERENCE

SECTION 6: TERMS OF REFERENCE (ToR)

1. Background & Introduction

1.1 National Industrial Corridor Development Programme (NICDP) is India's most ambitious infrastructure programme aiming to develop new industrial cities as "Smart Cities" and converging next generation technologies across infrastructure sectors. GoI is developing various IC projects as part of NICDP which is aimed at implementation of futuristic industrial cities in India which can compete with the best manufacturing and investment destinations in the world. The IC projects will create employment opportunities and economic growth leading to overall socio-economic development.

1.2 Eleven (11) IC projects are being taken up for implementation with thirty two (32) sub-projects to be developed in four (4) phases up to FY 2024-25. The index map of IC projects being taken up for development are as delineated in **Figure 1** below:

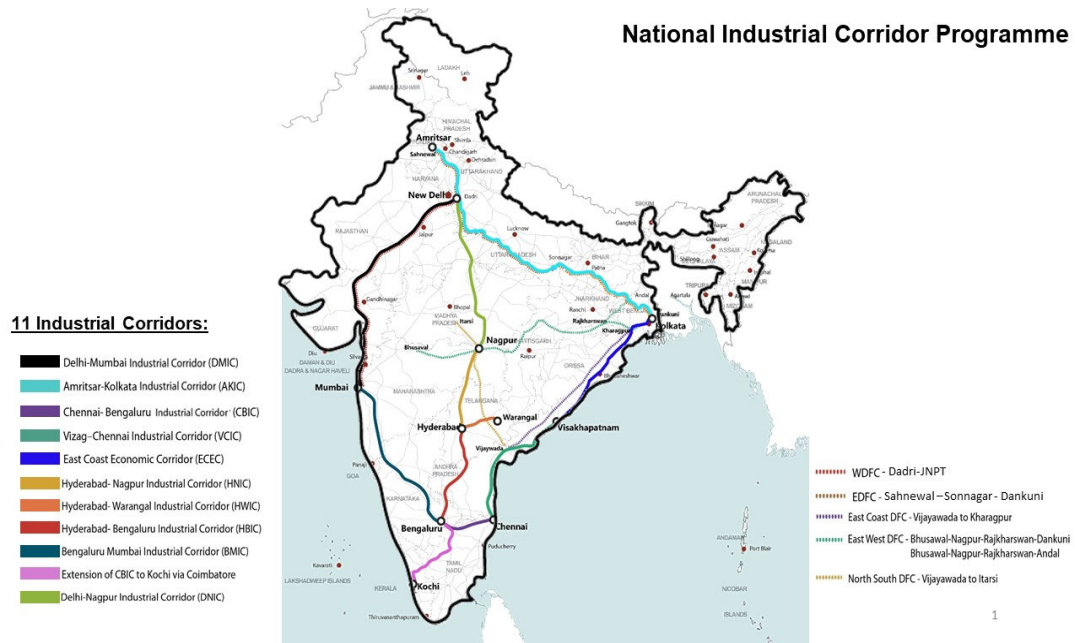


Figure 1: Index Map of IC projects

1.3 DMIC project is one of the EB project that has been identified as one of the eleven (11) IC projects. While developing DMIC project, WDFC has been considered as the transportation backbone while Eastern DFC (EDFC) has been considered as the backbone for Amritsar Kolkata Industrial Corridor (AKIC) project. For other IC projects like Chennai Bengaluru Industrial Corridor (CBIC) and Bengaluru Mumbai Industrial Corridor (BMIC), National Highway (NH)-4 has been considered as the backbone. For East Coast Economic Corridor (ECEC) project, NH-5, which is part of the Golden Quadrilateral, the Kolkata-Chennai rail route has been considered as the transport backbone. The proposed north-south, east-west and east coast DFCs will further supplement the existing transportation backbone for the corresponding ICs.

1.4 DMIC project

1.4.1 Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC Ltd.), a Special Purpose Company (SPV), was incorporated on 7th January 2008 to establish, promote and facilitate development of DMIC project. Further, after announcement of other IC projects, the mandate of DMICDC Ltd. has been expanded to develop and implement all IC projects in the country and

accordingly, the name of the SPV has been reformed to National Industrial Corridor Development Corporation Limited (NICDC Ltd.) {hereinafter referred to as “the **Employer**”}.

1.4.2 The Employer took the lead in developing DMIC project on the backbone of WDFC between Delhi & Mumbai covering an overall length of ~1504km and passing through the states of U.P., Delhi NCR, Haryana, Rajasthan, Gujarat and Maharashtra, with end terminals at Dadri in the Delhi NCR and at JNPT near Mumbai, Maharashtra. The proposed rail infrastructure is expected to act as the logistical backbone of DMIC project by offering high-speed connectivity for High Axle Load Wagons (25 Tonne) of Double Stacked Container Trains supported by high power locomotives.

1.4.3 DMIC project is conceived to be implemented as a model IC of international standards with emphasis on expanding the manufacturing & services base and develop it as a “*Global Manufacturing and Trading Hub*”. In addition to new industrial cities, the project envisages development of infrastructure linkages like power plants, assured water supply, high capacity transportation and logistics facilities as well as softer interventions such as skill development program for employment of the local populace. The project aims to double the employment potential, triple the industrial production of the country and quadruple exports from the region in five (5) years of its implementation.

1.4.4 Several high impact nodes under which IR’s and IA’s would be developed have been identified under the DMIC project. The identified IR’s and IA’s will have industrial townships with modern infrastructure in terms of logistics (rail, road & air connectivity), power and social infrastructure which will make the region globally competitive for setting up new businesses. Twenty-four (24) such nodes have already been identified across seven (7) states to be developed in phases. Out of these twenty-four (24) identified nodes, eight (8) nodes are proposed to be developed in phase 1, as shown in **Figure 2** above.

1.5 **DNGIR**

1.5.1 The DNGIR is one of the key nodes that has been identified as one of the initial eight (8) short-listed nodes in phase 1 of DMIC project. The proposed DNGIR is strategically located in close proximity to the alignment of both WDFC & EDFC, freight corridors of NH-91 and EPE in western U.P., as shown in **Figure 3** below. It also has an added advantage of being located close to Delhi. With the prevailing infrastructure, it is well connected by road and rail to rest of the country.

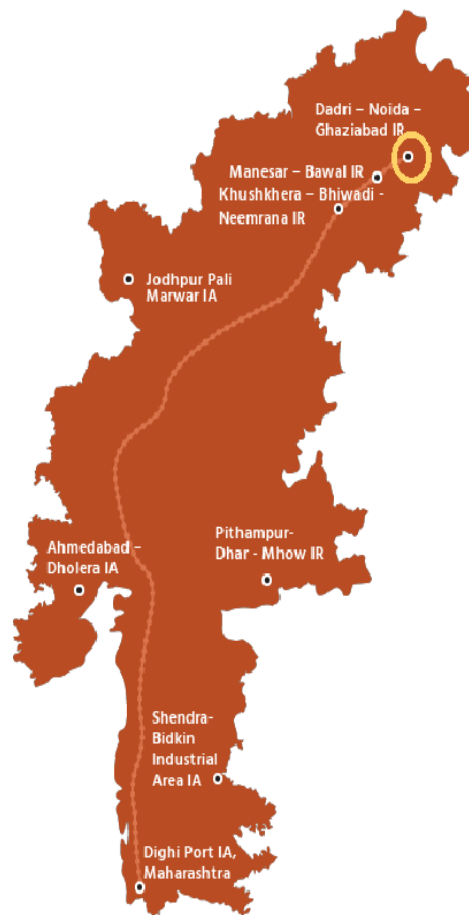


Figure 2: Delhi Mumbai Industrial Corridor Nodes along WDFC

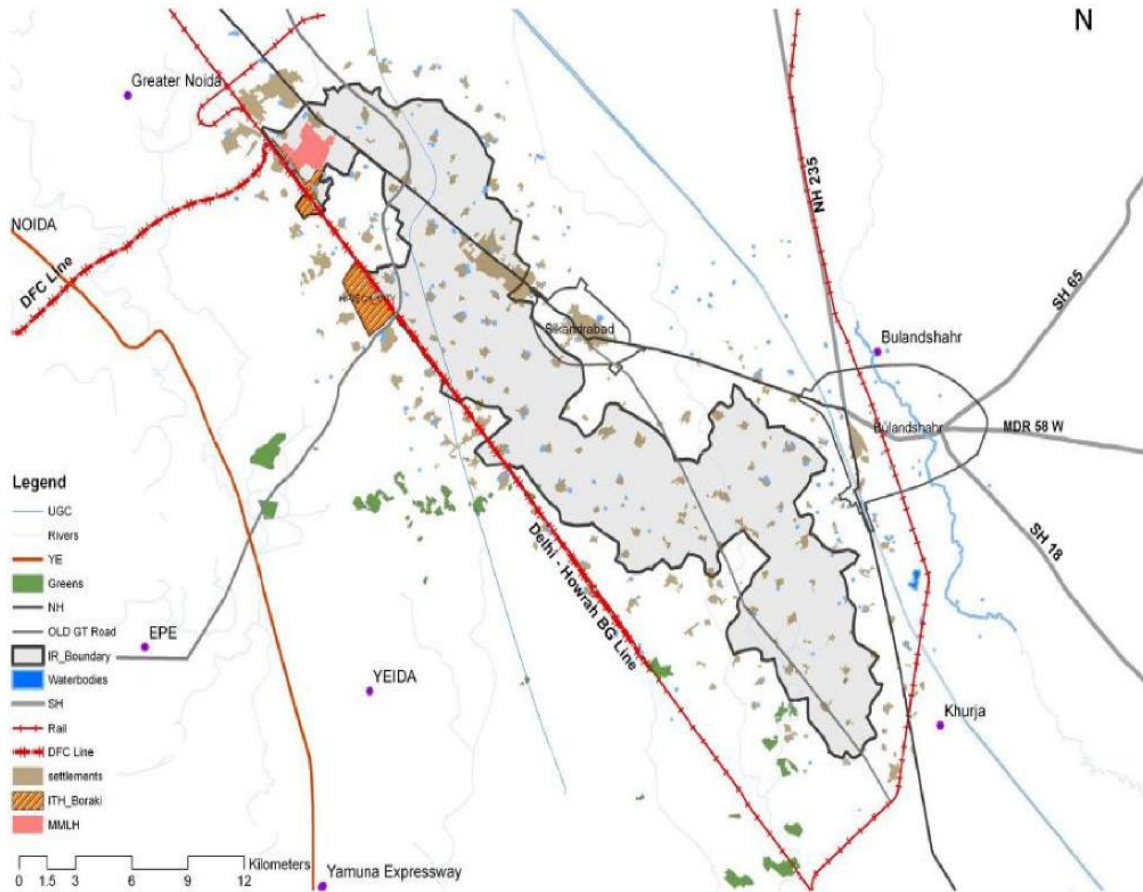


Figure 3: Location of DNGIR

1.5.2 DNGIR covers an area of over ~200 sq.km. and is proposed to be developed as global manufacturing & trading hub. DNGIR shall be generating an employment of about twelve (12) lakhs by the year 2040. The region has a fairly concentrated presence of a number of industries such as Information Technology (IT), food processing & beverages, textile, chemicals, steel, fabricated metal products, sports goods, automobiles, consumer electronics etc. The key EB projects identified (as shown in Figure 4) in the proximity of DNGIR to support its growth are:

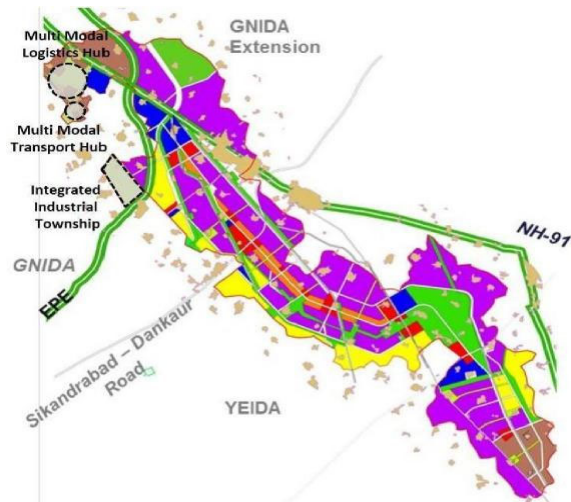


Figure 4: DNGIR Master Plan with identified EB projects

- (a) Integrated Industrial Township (IIT) at Greater Noida, U.P.;
- (b) Multimodal Logistics Hub (MMLH) at Greater Noida, U.P.; and
- (c) MMTH at Greater Noida, U.P.

For this purpose, the Employer and the Government of Uttar Pradesh (U.P.) have incorporated a SPV in the name of DMIC Integrated Industrial Township Greater Noida Limited (DMIC

IITGNL Ltd.) which has been entrusted the responsibility to undertake development of aforesaid EB projects on behalf of the Employer.

1.6 *MMTH*

1.6.1 MMTH is an emerging concept in India and the MMTH Greater Noida is one of the EB project proposed. The MMTH is proposed to be developed as a transport hub with state-of-the-art railway terminus at Boraki including a coach maintenance yard (planned in consultation with North Central Railways (NCR)), supplemented by ISBT & LBT along with associated parking & other related facilities, MRTS and commercial development (office space, retail, hotels etc.). The prime objectives associated with the proposed MMTH are as delineated below:



Figure 5: Location of MMTH

- (a) strengthen the link between various modes of transport present in close proximity, thus achieving the ultimate goal of a multi-modal interchange that combines various modes and their associated functions in order to achieve a better degree of transport network;
- (b) encourage integrated development of traffic movement & networks, transportation facilities & their linkages and associated functions / activities prompting land use modifications to suit the context of the development;
- (c) provide world-class passenger movement facilities for the growing population of the catchment zone catering to upcoming developments in the U.P. sub-region of NCR;
- (d) development of transit facilities as per user rate, multiple mode linking, passenger comfort and affordability;
- (e) holistic approach to commercial bases and their delineation along avenues of relevantly related freight movement & logistics;
- (f) promote single land use zones to facilitate correlativity between various activities that are related to transport and traffic networking;
- (g) increase location efficiency by boosting transit ridership and minimizing the traffic congestion within the region;
- (h) improve efficiency of station operations & services to passengers for the increasing future passenger demand through modernization and expansion of existing station facilities; and
- (i) act as a catalyst for fueling growth within the IR by improving connectivity, providing accessibility and increasing efficiency & safety in a way that benefits the entire region

1.6.2 The MMTH plot has been selected at a suitable place near existing Boraki halt railway station in an area capable of accommodating proposed railway facilities, bus facilities and providing connectivity with planned MRTS. The selected MMTH plot also meets the requirement of road connectivity for dispersal of the passenger traffic emanating from these three (3) modes of transport as also providing catchment to feed these modes of transport. The selected plot also provides space for development of supporting commercial facilities.

- 1.6.3 The MMTH is planned across an area of ~145 Ha (358.57 acres). It will be bound by Boraki railway station to its west, IIT on the south-east, Greater Noida area on the south and NH-91 towards the north-west. The site for station development is proposed to be located at the Boraki village, approximately 300 m from the current halt station at Boraki along the Delhi-Howrah railway line in the Gautam Buddha Nagar district in U.P (as shown in **Figure 5** above and **Figure 6** below).
- 1.6.4 Of the ~145 Ha of MMTH plot area, the railway & ISBT / LBT facility is planned to account for 19% of the total area and ~35% of the total area is planned to be utilized for commercial, retail & hotels development. The remaining area is planned to be utilized for parking, roads, green area etc. The details of the land use plan are as shown as below:

#	MMTH Components	Area (in Ha)	Percentage
1.	Plot Area (Zone I + Zone II+ Coach Maintenance Yard)	14,51,107	33%
2.	Commercial & Retail	4,77,425	1%
3.	Luxury Hotels	9,117	0%
4.	Business Hotels	5,090	3%
5.	Bus stand Buildings	44,199	1%
6.	Multi-Level Car Parking	16,037	3%
7.	Grade level parking	45,590	4%
8.	Railway Area	60,033	4%
9.	Encumbrances	57,047	7%
10.	Roads area	98,494	12%
11.	Coach Maintenance Yard	1,73,341	2%
12.	Canal area	25,000	
13.	Plotted Area	10,11,373	19%
14.	Green Area*	2,73,740	11%
15.	Area for Future Expansion	1,65,994	

**Green area is larger, as area under HT lines has been kept free of structures*

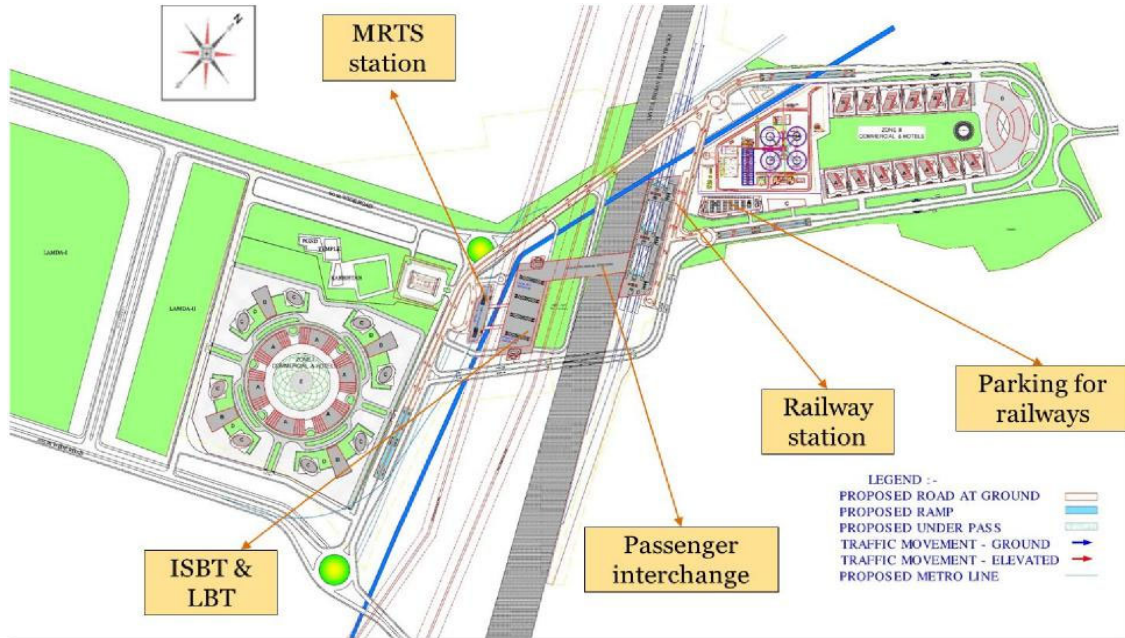


Figure 6: Schematic overview of the MMTH

- 1.6.5 The MMTH plot has been divided into two (2) distinct zones (I & II) by Delhi-Howrah main railway line & EDFC (as shown in **Figure 7**). The details of these zones are as described below:

Zone I plot: Located on the south-west side of the proposed DFC lines, with an area of ~70 Ha. Zone I plot is served by 105 m Right of Way (ROW) Master Plan road on south-west side and proposed 60m ROW Master Plan road on north-west side. Boraki village lies on north-east side of this plot. Commercial plots Lambda I & Lambda II lie on south-west side of this plot.

Zone II plot: Located on the north-east side of the existing Delhi-Howrah broad gauge railway line. A Water Treatment Plant (WTP) is present within this plot. North-east edge of this plot abuts the proposed Multi Modal Logistics Hub (MMLH) boundary. It is proposed to connect both zone II plot and MMLH plot through a 30 m road. Ansal Hi-Tech city lies on south-east side of the plot. The area of zone II plot after providing for WTP comes to 47 Ha.

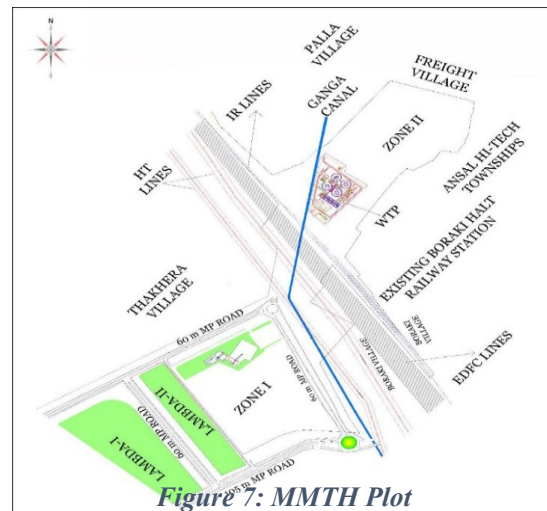


Figure 7: MMTH Plot

- 1.6.6 It is envisaged that certain components of the MMTH project will be directly developed by the Employer while other components may be developed either by NCR or Noida Metro Rail Corporation Ltd. (NMRC) or Uttar Pradesh Transport Department or private developer(s). The proposed scope allocation for each of these entities has been detailed below for reference.

Scope Component I: MMTH components to be constructed by the Employer through contractor(s)

#	Component	Responsibility				
		Funding	Design	Construction		
1.	Preparatory Works	Employer				
(a)	Site preparation works		Employer along with Consultant	Employer through appointed contractor(s)		
(b)	Shifting / dismantling of utilities			On deposit basis by respective entities		
(c)	Construction of boundary wall			Employer through appointed contractor(s)		
2.	Main Project Construction Works					
(a)	Railway Station Building including passenger amenities & office space for Railway personnel		Employer	Employer along with Consultant with approval from NCR	Employer through appointed contractor(s)	
(b)	Railway staff quarters			Employer along with Consultant with approval from U.P Transport Department		
(c)	ISBT & LBT					Employer along with Consultant
(d)	Internal & external connectivity roads including 60m road of MMTH to be extending towards the peripheral road around MMLH (along Shiv Nadar University Boundary) across the railway line and basically connecting MMTH with old NH 91 road					
(e)	Bridges / Culverts					
(f)	Parking & Circular areas					
(g)	Skywalk connecting ISBT / LBT with MRTS			Employer along with Consultant with approval from NMRCL		

In this scope component, the Consultant shall be broadly responsible for the following but shall not be limited to:

1. Review and value addition of feasibility studies;
2. Seeking all clearances and approvals;
3. Procurement strategy, bid documentation and bid process management;
4. Implementation Mechanism & Contract Management framework;
5. Proof checking; and
6. Construction supervision and quality assurance

Scope component II: MMTH Components proposed to be constructed by NCR & NMRCL

#	Component	Funding	Design	Construction
1.	Railways	Employer		NCR
(a)	Permanent Way / Track Works		Engineering Scale Plan (ESP) to be prepared by Employer along with Consultant for approval of NCR. Any other designs required for this development to be prepared by NCR	
(b)	Platform & Foot Over Bridge (FOB)		Employer along with Consultant with approval from NCR	
(c)	Underpass connecting both sides of the project land parcel separated by the existing railway line			
(d)	Skywalk connecting railway station with ISBT / LBT & MRTS			
(e)	Over Head Equipment (OHE) and Signalling & Telecommunication (S&T) works		NCR	
2.	Mass Rapid Transit System (MRTS)			
(a)	Design and Construction of MRTS	NMRCL	NMRCL in consultation with the Employer and Consultant	NMRCL

In this scope component, the Consultant shall be broadly responsible for the following but shall not be limited to:

1. Review and value addition of feasibility studies;
2. Coordination for applicable clearances and approvals; and
3. Coordination with NMRCL and NCR for planning and construction

Scope component III: MMTH components to be developed by multiple Private Developer(s)

#	Component	Funding, design and construction
1.	Commercial development (office space, retail, hotels etc.) in the remaining plot area would be divided into sections and leased to multiple private developers for a fixed concession period	Private Developer(s)

In this scope component, the Consultant shall be broadly responsible for the following but shall not be limited to:

1. Review and value addition of feasibility studies;
2. Value addition to the master plan of commercial development;
3. Seeking all applicable clearances and approvals;
4. Bid documentation and bid process management for appointment of Transaction Advisor; and
5. Coordination with the appointed Transaction Advisor for planning and implementation framework

The detailed scope of work to be undertaken by the Consultant against each scope component has been given in subsequent clauses and sections.

The above components of MMTH project and their subsequent activities (i.e. design and / or construction) which are envisaged to be undertaken by the Employer are hereinafter referred to as “**Project(s)**”.

- 1.6.7 Towards the above scope of work, the following types of agencies are proposed to be engaged for development of the MMTH project in a holistic manner. Some of these agencies may be appointed by the Consultant on behalf of the Employer while other agencies may be appointed by NCR/ NMRCL/ Transaction Advisor:

#	Type of Agency*	Remarks
1.	Contractor for undertaking (1) Site preparation works; and (2) Boundary wall construction	Employer to undertake development of these works
2.	Contractor for undertaking the works of (1) Railway station building; (2) Railway staff quarters; (3) Bridges / culverts; and (4) Internal & external connectivity roads; and (5) Parking & circulation areas	
3.	Contractor for undertaking the works of (1) ISBT & LBT; (2) Internal roads of ISBT / LBT; (3) Skywalk connecting	

#	Type of Agency*	Remarks
	ISBT / LBT with MRTS; and (4) Parking & circulation areas	
4.	Contractor for undertaking the works of (1) Permanent Way / Track Works; (2) Platform & FOB; (3) Coach Maintenance Depot; (4) Skywalk connecting railway station building with ISBT & MRTS; (5) Underpass connecting both sides of the project land parcel separated by the existing railway line; (6) OHE works; (7) S&T works	NCR to undertake development of these works through their own appointed contractor
5.	The Consultant shall undertake Master Planning of the commercial development which shall give a dynamic long-term plan mainly for commercial development. This plan would need to take into consideration the simultaneous development of the other components of the MMTH by the contractor(s). Further, the Employer will also engage a Transaction Advisor for providing the procurement strategy as well as bringing on board the private developer(s). Multiple private developer(s) will be engaged by the Transaction Advisor on behalf of the Employer. The Master Plan developed by the Consultant will need to be aligned with the procurement strategy of the Transaction Advisor.	Multiple private developer(s) would be required for undertaking the works related to commercial development

**This is an only illustrative bid packaging of the MMTH project. Some of the above-mentioned works may be clubbed together and carried out by single agency. The final procurement strategy would be decided by the Consultant after consultation with the Employer and other relevant stakeholders.*

2. Studies undertaken in the past / being undertaken for MMTH that are relevant to the current Assignment

The following important studies have been undertaken in the past / are being undertaken in respect of MMTH which in the opinion of the Employer are important for understanding the ground realities and objectives of the Employer for the current Assignment:

- 2.1 *Techno-Economic Feasibility Study for MMTH at Boraki in Greater Noida:* The principal objective of this study was to assess the techno-economic feasibility of the MMTH facility by conducting traffic & market demand assessment including master planning for the transport hub; and
- 2.2 *Detailed Feasibility Report for MMTH and MMLH at Greater Noida in U.P. under DMIC project:* The principal objective of this ongoing study is to undertake preparation of detailed feasibility for MMTH and MMLH by assessing the market potential & demand assessment, designing of services, financial feasibility & economic analysis, institutional mechanisms & project structuring etc.

***Note:** Soft copies of the above-mentioned study reports shall be provided by the Employer to the successful Bidder on written request and after award of Contract. It may, however, be noted that these study reports are to be used only as a reference and that these study reports do not purport to contain all the information that the Consultant may require. The Consultant should conduct its own*

investigations, due diligence and check the accuracy, reliability and completeness of the information provided in these study reports and obtain independent advice from appropriate sources.

3. Objectives of the Assignment

- 3.1 As can be seen from above, a significant number of initiatives have been planned for development and implementation under the MMTH project. The increase in diversity of scope being taken up for development of MMTH project requires multi-disciplinary skills and technical know-how for which it has become necessary to seek expert consultancy services. The objective of this Assignment is to engage a General Consultant (GC) (the “**Consultant**”) in relation to providing General Consultancy including but not limited to successful planning, designing, procurement and construction supervision related services for the Project(s) (the “**Assignment**”). The objective of this Assignment is also to ensure achievement of Project(s) monitoring indicators and milestones as agreed, within the stipulated time frame.
- 3.2 The Employer desires to engage Consultant for a period of four (4) years i.e. forty (48) months from the Effective Date and such time period shall be extendable on mutual consent of both the Parties and subject to Project(s) requirement & satisfactory performance of Consultant. The Consultant will work with the Employer officials in discharging its functions / responsibilities effectively & efficiently for overall management of the Project(s) and ensure that Project(s) development is in accordance with the Employer’s development strategy and various other compliances.
- 3.3 The Consultant will act as a vital link between the Employer & other working teams and ensure coordinated execution. The Consultant will plan and support the Employer in implementation of the Project(s) while ensuring its durability, maintainability & reliability and smooth multi-modal integration between various modes of transport.
- 3.4 The Consultant will assist the Employer / EIC in the ensuing broad activities but not be limited to:
 - 3.4.1 critical review / study of the reports (including amendments thereon) mentioned in clause 2 above (*Techno-Economic Feasibility Study for MMTH at Boraki in Greater Noida and Detailed Feasibility Study for MMTH & MMLH at Greater Noida in U.P. under DMIC project*) and value additions thereon;
 - 3.4.2 development of integrated traffic plans in accordance with clause 7.1.1.2 (i) below;
 - 3.4.3 undertake site survey investigations in accordance with clause 7.1.1.2 (ii) below;
 - 3.4.4 review of existing Master Plan prevailing in the studies mentioned at clause 2 above and accordingly suggest value additions & provide recommendations for improvement by way of supplementing or modifying existing details with additional / new details;
 - 3.4.5 review of existing designs, specifications and cost estimates provided in the studies mentioned at clause 2 above and wherever necessary, supplement the details, design criteria, specifications, drawings etc., with the objective of deciding on the parameters / details to be included in the Bid documents;
 - 3.4.6 review / validation of khasra maps & other drawings / details available with the Employer for identification of land and suggest value additions & provide recommendations for improvement by way of supplementing or modifying existing details with additional / new details;
 - 3.4.7 adopt most appropriate Indian and/or International practices, codes, specifications, and standards in consultation with the Employer and develop detailed flow chart for the process of analysis, design & drawing practices with respect to Design Basis Reports (DBR) and other design parameters finalized for the Project(s);

- 3.4.8 obtain all necessary approvals and clearances from statutory & relevant authorities throughout the Project(s) implementation;
- 3.4.9 align global best practices and adopt appropriate planning approaches taking into consideration the decisions that have already been frozen by the Employer for the Project(s), so as to help minimize Project(s) Life Cycle Cost (LCC), cost & time overruns and disputes & issues related to safety & quality;
- 3.4.10 preparation of procurement strategy and bid process management for selection of contractor(s) to be appointed for the Project(s);
- 3.4.11 proof-checking & recommendation for approval of designs, drawings, technical proposals and specifications, while ensuring system integration & interface management;
- 3.4.12 construction supervision and Project(s) management of all implementation activities including contract management;
- 3.4.13 ensure progress of the works and quality of deliverables by contractor(s) and / or other entities appointed for the Project(s), such that each & every activity envisaged for the Project(s) is completed in agreed timeline, within budgeted cost frame and in full compliance with the applicable Employer's acts, rules & regulations;
- 3.4.14 Project(s) coordination including reviews and meetings;
- 3.4.15 development & implementation of Quality Assurance Plan (QAP) & Quality Control Procedures (QCP);
- 3.4.16 scrutinize contractor's detailed work program keeping in view the overall interest of the Project(s);
- 3.4.17 scrutinize contractor's superintendence, personnel and suggest modifications, if any;
- 3.4.18 review, update and implementation of Safety, Health and Environment (SHE) plan;
- 3.4.19 plan environment-friendly practices taking into account environmental policies of the GoI & other international practices across the Project(s) life cycle and measures required to mitigate environment & social impacts due to implementation of Project(s). The report for EIA and SIA studies available with the Employer / or being done by the Employer shall be considered while recommending the requirements for the same;
- 3.4.20 plan and implement / manage system integration & interface management and preparation of maintenance manual for the asset management including appropriate maintenance practices and all documents required for operational plan etc.;
- 3.4.21 support during DLP period;
- 3.4.22 knowledge transfer, capacity building and training of Employer's staff; and
- 3.4.23 obtain five (5)-star GRIHA rating, highest possible rating in Indian Green Building Council (IGBC) and certification of International Organization for Standardization (ISO) 50001 for the station building and ISBT / LBT and also assist the Employer in achieving & obtaining certification for zero energy requirement buildings, wherever possible

4. **Co-ordination and Co-operation with other consultants**

- 4.1 This Assignment is expected to run concurrently with the other consultancy service(s) envisaged for scope component III namely Transaction Advisory services. The Consultant is expected to co-ordinate with the other consultant(s) on regular basis and work in a co-operative, transparent & harmonized

manner and take cognizance of the recommendations of the other consultant to ensure that the overall objective of the Employer to develop and implement MMTH project is achieved.

- 4.2 The Employer will also evolve a formal mechanism for such co-ordination among all the Consultants on a regular basis.

5. **Implementation Mechanism & Contract Management Framework**

5.1 The Employer has overall charge of the Project(s) administration and will accordingly administer the Project(s) through its SPV i.e. DMIC IITGNL Ltd. The SPV will act as “*Engineer In-Charge (EIC)*” for the Project(s) for declared scope of work of the Consultant as defined in this Section. The EIC will be the main interface between the Employer and the Consultant. The EIC shall regularly coordinate with and arrange for all submittals, deliverables from the Consultant including but not limited to progress reports, design submittals, financial issues, risk management etc. for managing and ensuring smooth functioning of the Project(s) within timelines, budget and agreed quality & safety parameters as outlined in the contractor(s) contract.

5.2 The Consultant shall act as “*Engineer’s Representative*” of the EIC and the EIC shall take responsibility for managing the Consultant’s work & ensuring delivery on the Project(s). The Consultant shall exercise such authority, in his capacity as the Engineer’s Representative defined in the construction contract documents subject to the Consultant having no authority for:

- 5.2.1 amending the contract for works awarded to the contractor(s);
- 5.2.2 instructing a variation or approving a proposal for variation submitted by the contractor(s);
- 5.2.3 agreeing or determining a new rate / extra item, Extension of Time (EOT) and / or additional cost for any reason;
- 5.2.4 issuance of Performance Certificate;
- 5.2.5 relieving the contractor(s) of his duties, responsibilities and obligations stated in their contract agreement(s); and
- 5.2.6 exercising authority for items other than those provided in the contractor’s contract agreement and stipulated in the Consultant’s Contract Agreement

Notwithstanding the obligations, as set out above, to obtain approval, if, in the opinion of the Consultant, an emergency occurs affecting the safety of life or of the works or of adjoining property, he may, without relieving the contractor(s) of any of his duties & responsibility under the contract, instruct the contractor(s) to execute all such work or to do all such things as may, in the opinion of the Consultant, be necessary to abate or reduce the risk. The Consultant shall determine an addition to the Contract Price, in respect of such instruction, in accordance with provisions of Contract.

5.3 The Consultant shall be responsible for management of all Project(s) activities and shall make all engineering decisions at site during the implementation of the Contract. The Team Leader of the Consultant shall be responsible for managing the Consultant’s team work and accordingly, shall report to the EIC from time to time.

5.4 Frequent meetings between the Employer, the EIC and the Consultant at the Employer’s / EIC’s office are foreseen during the period of Assignment. The Project(s) team will meet at least monthly and the Consultant will report progress to these meetings. During the entire period of the Assignment, the Consultant shall interact closely with the Employer / EIC to receive input and accordingly, provide information sought by the Employer / EIC.

6. **Nature of authority delegated to the Consultant**

The Consultant shall be authorized to exercise following powers subject to overall control and directions of the Employer / EIC:

- 6.1 exercise the powers of supervision, monitoring, evaluation, measurement of works, verification, and authentication of invoices etc.;
- 6.2 assist the Employer / EIC to obtain all Government clearances and statutory approvals (including but not limited to designs / drawings, ROW, utility shifting etc.) from concerned authorities;
- 6.3 act on behalf of the Employer / EIC in coordination & other related matters with the Government departments and other statutory bodies as decided on individual cases by the Employer / EIC;
- 6.4 scrutiny and checking of all the designs & drawings of structures, electrical etc. and enabling works submitted by the contractor(s) in respect of their adequacy to conform to the design standards approved by the Employer / EIC;
- 6.5 finalization of QAP manual, for all works, for the Employer; scrutiny & approval of QAP submitted by contractor(s) and formulate & implement an integrated QAP for the Project(s);
- 6.6 clearances of all matters relating to interfacing between different works, after critical examination;
- 6.7 exercise the certification of payments, to be made by the Employer / EIC, for the contract(s) made under the provisions of this RFQ cum RFP document; and
- 6.8 obtain Employer's / EIC's approval to all matters that lie within their scope of services. Any subsequent changes to the Project(s) detail will also be put up to the Employer / EIC along with time and cost implications for approval.

7. **Detailed Scope of work for the Assignment**

The Consultant shall undertake this Assignment in order to achieve the objective specified at clause 3 above. The detailed scope of work specified below is based on Employer's understanding of the scope of service. However, it should be noted that the scope of work specified below is not exhaustive. The Consultant shall be required to carry out additional works, if any, to meet the objectives stated above without any extra cost.

7.1 **Stage 1: Project(s) Preparation Stage**

7.1.1 **Critical review / study of the reports (including amendments thereon) mentioned in clause 2 above and value additions thereon**

7.1.1.1 ***Study of available reports / documents***

The Consultant shall:

- (i) collect the reports / documents prepared for the MMTH project by the Employer or Employer's third-party consultants and acquaint itself with all the work done so far or under progress;
- (ii) study in detail the MMTH project holistically as well as each of the component / sub-component with respect to aspects of: (i) standards & specifications; (ii) layouts / drawings; (iii) constructability; (iv) timelines & cost estimates; (v) financial & physical phasing; (vi) Operation & Maintenance (O&M) planning; and (vii) overall project integrity, durability & adequacy, but shall not be limited to these;
- (iii) Also collect relevant details, information, data, reports, future plans from the concerned Zonal Railways / Local Bodies / Departments and from the market regarding present and proposed planned development within the influence area of the MMTH area. These data should include but not be limited to:

- (a) Details of passenger, traffic and engineering surveys, goods, parcel movement, train movement details, circulation area details, types of existing passenger amenities, facilities and their leasing status, railway station / bus terminal / metro structure, FOBs and all other details necessary to undertake the scope of work envisaged;
- (b) Master plans, zonal plans, drone survey reports, building bye laws, development regulations, permitted land use and Floor Space Index (FSI) at the site, rules for obtaining permission, Transfer of Development Rights (TDR) etc., circle rates of land for various use in the area, market rates as per past land deals;
- (c) Details of similar commercial developments in the vicinity/city; and

Apart from above, other relevant material related to multi-modal integration (MMI) with other modes of transport & physical integration as well as last mile connectivity feeder system and other technical aspects etc. will also need to be critically reviewed and corrective measures recommended.

Based on the critical study of the reports as mentioned above, the Consultant produce a comprehensive **As-is Assessment Report** after examination / review of each component / sub-component of the Project(s) covering gap analysis, risk identification and areas for improvement, in consultation with the Employer / EIC, taking into consideration Schedule of Dimensions (SOD), design parameters, detailed designs prepared & planning done by Employer & Employer's third-party consultants, field data procured by the Employer and any other document.

7.1.1.2 *Review and Value Additions to the existing plans*

(i) **Development of integrated traffic plans**

The Consultant shall:

- (a) to achieve the objective of harmonious development with the surrounding city and adequately meet the need for transport linkages, review the plans for development of surrounding roads and the land adjoining the land boundary of the MMTH. Feasibility of such construction shall be carefully examined. The Consultant shall study the impact of the proposed development on traffic and congestion on surrounding roads and area and make an assessment of the impact on infrastructure demand in terms of road network and parking. Mitigation plans for increase in infrastructure demand shall also be prepared;
- (b) review the integrated traffic plan and suggest value additions & provide recommendations for improvement by way of supplementing or modifying existing details with additional / new details. The Consultant shall use the relevant traffic engineering and transport planning tools to design and improve the connectivity of the MMTH with the city. This may include widening of existing roads, flyovers above existing roads as well as the railway yard, improvement of existing geometry, augmentation of capacity on approach roads, segregation of through traffic, etc.; and
- (c) review the planning of the inter-modal transfer facilities to, inter alia, include design for vehicular (road) and pedestrians traffic, interfaces with the surrounding and approach roads and neighbourhood including fly-over / grade separators / subways and traffic management for the entire area. The Consultant shall aim at seamless flow for pedestrians between public / private transport, boarding / alighting points, interchange between railway station, bus services and metro within MMTH premises and minimizing the length of walking distances. The design of circulating areas and inter-modal transfer facilities should provide an efficient,

convenient and aesthetic solution to connectivity and integration between various modes of transport. The requirements of pedestrians and physically disabled persons are to be specially taken care of.

The Employer envisages that the MMTH would have segregation of arrival and departure areas to the extent possible through suitably planned passenger movement paths.

(ii) Site Survey Investigations

The Consultant shall:

- (a) assess all the prior site surveys at an early stage. The Consultant shall validate the Project(s) boundary and demarcation of the site. The Consultant shall conduct a Material survey for materials which are traditionally / conventionally used to identify the material sources, and sample tests of material properties, approximate lead for transport;
- (b) collect information on any proposed development projects in the vicinity or development policies that could have an impact on the proposed development program or the proposed master plan for the Project(s);
- (c) collect information related to land use, zoning map as per adopted development plan (if any), and carry out reconnaissance survey of the site area to gauge an overall idea about the terrain, and build up a detailed list / inventory of existing roads / culverts / structures / other utilities (telephone lines, signal lines/ equipment, HT / LT lines, water supply, drainage/gas lines and OFC cables, etc), trees and other plantation etc., if any, in the Project(s) area.

The Consultant shall assess the requirements of relocation of structures and their users / occupants, removal of encroachments, rehabilitation and resettlement, land acquisition, diversion of services / utilities and trees to be felled. The plans to be prepared by the Consultant shall incorporate drawings for structures required to be relocated and due space provisions for the relocation and permanent diversion of services / utilities. Necessary schedules of encroachments, R&R and land acquisition, and felling of trees shall be prepared. Cost estimates for all these requirements shall also be included;

- (d) carry out a detailed physical site survey to map all relevant physical features along with a topographic survey and / or any other survey required for the site area and prepare contour maps and labels as required for the Project(s). A report shall be prepared on topographic survey indicating base line survey report which shall include GPS benchmark, GTS benchmark, triangulation network points (temporary benchmark), close traverse survey details along with the photographs of important locations;
- (e) carry out geotechnical investigations and sub-surface explorations for all the proposed development works and conduct all relevant laboratory and field tests on soil as per the relevant Indian Standard (IS) codes / manuals with a detailed report on the geotechnical investigations;
- (f) carry out hydrological investigation to establish water supply source / Bore well etc. In this regard, the Consultant shall study the hydrology of the site, existing drainage / sewerage arrangement in the area, High Flood Level (HFL) and the proposed arrangement post construction of the facilities; and
- (g) carry out a survey of all the sensitive structures which are sensitive from the religious, archaeological and historical point of view and are located within 1km of the site shall along

with all relevant details like approach, condition, patronage and impact of project on them and vice-versa

Notes:

1. *To facilitate the Consultant to obtain data any additional data from various Government and other agencies, the Employer will only provide necessary assistance through letters authorizing the Consultant to obtain the data for the purpose of the Assignment. All follow up etc. in this regard will have to be done only by the Consultant.*
2. *Since the extent of geotechnical, topographic and hydrological survey investigations which may be finally carried out by the Consultant cannot be fixed before-hand and the same will be known only during the course of this Assignment, the actual cost of carrying out such survey investigations shall be reimbursed to the Consultant provided: (a) the cost has been arrived at after obtaining competing Bids by the Consultant; and (b) prior approval for the scope of work and the rates thereof have been taken by the Consultant from Employer / EIC; and (c) the claim for reimbursement is accompanied with the proper invoice from the agency which carried out the survey investigations.*
3. *Any other additional survey (other than the ones enlisted above) required during the Project(s) Preparation Stage shall be subject to the requirements (if at all it is necessary) and at the discretion of the Employer / EIC*

(iii) Review and Value addition of Master Plan for the Project(s)

- (a) The Consultant shall review the existing Master Plan prevailing in the studies mentioned at clause 2 above and accordingly suggest value additions & provide recommendations for improvement by way of supplementing or modifying existing details with additional / new details. In this regard, the Consultant shall undertake preparation of a detailed Master Plan which will be preceded by the formulation of key design and development principles for the Master Plan. Among other things these will include KPIs for sustainable development and smart city development. These principles and KPIs will also become the basis for consideration by the Employer / EIC / U.P Transport Department / NCR / NMRCL.
- (b) The detailed master plan shall include but not be limited to the following:
 1. Overall illustrative master plan at a suitable scale illustrating delineation of proposed land uses, building massing, vehicular and pedestrian circulation, open space relationships, and development character;
 2. Circulation plan at the level of arterial, sub-arterial and collector street network, including site ingress / egress, vehicular circulation patterns, pedestrian circulation and vehicular parking;
 3. Firm location and plots identified for various infrastructure components including but not limited to Water Treatment Plant (WTP), Sewage Treatment Plant (STP), common control center (CCC), drainage, power, gas and telecommunication infrastructure;
 4. Open space plan and landscape development strategy;
 5. Up to five (5) final high-quality 3D aerial or eye-level renderings for design theme and character of the development;
 6. Final land and building area statement with ground coverage, FSI, building mass and bulk metrics on a GIS platform;

7. Land use mix and land area allocation for various uses in a form of land use map with illustrative building footprints and tabulation of land areas; and
 8. Urban Design guidelines to supplement statutory development control regulations to bring about a cohesive development pattern and design element into the development
- (c) The Consultant shall:
1. review the profile of passenger and non-passenger users of the MMTH for such aspects as including but not limited to their socio-economic condition, paying capacity, their travel and behavioural patterns, time-spends at the MMTH etc. and bring out essential elements of services to be provided at the MMTH for achieving the objectives.
 2. review the plans prepared and suggest value additions for the commercial space that can be built above the railway station / bus terminal / metro premises and other service buildings, in the air space above railway tracks / bus terminal / metro premises and on surrounding Project(s) land so that the prospective developers are able to appreciate the non-operational revenue potential of the entire development with a fair degree of predictability. The Consultant shall take into account the urban land use, development norms, Floor Area Ratio (FAR) and all other such requirements as laid down by the applicable laws and regulations.
 3. review the plans for provision of adequate and possible public spaces such as parks, fountains, and green landscaping in the Master Plan so that the MMTH project makes value addition to the quality of life of users. The drawings for property development should adequately address the requirements of public amenities such as parking, circulating areas, rest areas, toilets, drinking water etc.
- (d) The development should cover the entire site comprising of railway station / bus terminal / metro station / commercial space and include infrastructure facilities to present an integrated development around the site.
- (e) The Employer envisages that the MMTH project would have separate contractor(s) / private developer(s) responsible for O&M of services related to passenger operations such as platforms and service related to commercial operations such as any real estate development. The Master Plan prepared by the Consultant shall ensure that there is clear segregation in the operational area, to the extent possible.
- (f) The Consultant shall prepare necessary drawings, reports, development control regulations, area statements, and other material as may be necessary for submission of the Master Plan to the statutory authorities for approval. Further, the Consultant shall provide necessary support to the Employer / EIC in carrying out the due process requirements for the statutory adoption of the Master Plan.
- (iv) **Review & value addition in the design / drawings, design criteria, specifications, standards and cost estimates for all components / sub-components of the Project(s)**

The Consultant shall:

- (a) review the existing designs, specifications (if any) and cost estimates available in the studies mentioned at clause 2 above and wherever necessary, supplement the details, design criteria, specifications, drawings etc., with the objective of deciding on the parameters / details to be included in the Bid documents;

- (b) undertake domestic & international benchmarking based on prevailing world-wide standards, best global practices and market scenarios for different components / sub-components of the Project(s) after taking into consideration approved design parameters (if any);
- (c) recommend the designs for adoption covering all aspects relevant to the implementation of the Project(s) and in the degree of detail as required in Bid document(s) for such Project(s). The design preparation shall include but not be limited to the following:
1. Site layout showing the proposed work (Project(s) schematic);
 2. Design for soil stabilization / improvement and required disaster prevention system taking into consideration geotechnical data;
 3. Landscape & Horticulture design;
 4. Architectural & Engineering design for all components / sub-components and tasks & sub-tasks of the Project(s). Suggest alternative to conventional air conditioning to achieve climate control i.e. reduction in dust & temperature;
 5. ROW plans on topographical and cadastral maps;
 6. Typical cross-sections with utility services;
 7. Geometric design drawing of external & internal roads which will include plan and profile;
 8. Drainage layout and typical drain details;
 9. Typical details of proposed culverts;
 10. GADs of minor bridges and other structures;
 11. Typical details of road protection work;
 12. Road safety design;
 13. HVAC / MEP / Sub-stations designs; and
 14. any other relevant detail / data required for implementation of the Project(s)

While recommending the designs, the Consultant shall ensure optimization of Operation & Maintenance (O&M) practices which shall cover the following but not be limited to:

1. optimization of power supply capacity during peak and off-peak hours;
 2. comparison between manual maintenance and investment for man-saving maintenance equipment; and
 3. conflict among centralized control, independent control and central monitoring & decentralized autonomous control
- (d) recommend design criteria, specifications and standards which will be in accordance with the relevant Indian codes of practice / specifications / codes adopted by NCR / U.P Transport Department / NMRCL. The Consultant shall coordinate between various statutory authorities and ensure incorporation of their requirements & considerations in the designs, design criteria and specifications from time to time for their approval thereof. Where the standards and specifications are not available in the Indian codes of practice / specifications, International codes of practice / specifications will be adopted in consultation with the Employer / EIC / NCR / U.P Transport Department / NMRCL. The recommended criteria, specifications, etc. will become part of

designs on acceptance and approval by the Employer / EIC / NCR / U.P Transport Department / NMRCL;

- (e) ensure that the recommended specifications, and design criteria will also cover the methods of construction, design of temporary works and disposal of excavated materials, as also the external environment under which the work would be required to be executed. The specifications will also prescribe the tests and acceptance standards for various components / sub-components of works;
- (f) ensure that the designs are value-engineered, economized and optimized as far as possible, with respect to ease of construction, construction time, construction cost & LCC. The Consultant shall demonstrate this by developing technically feasible alternative design options in the DBR(s), comparing the time and cost of impacts of these options and presenting the same to the Employer for their approval;
- (g) ensure that the designs and specifications will meet the Project(s) requirement at reasonable cost, without imposing any limitations regarding competitive bidding. The Employer intends to go green and adopt international best practices in relation to harnessing solar energy, rainwater harvesting, other initiatives (as required under law / statutory obligations) in line with GoI policies / programs. The design approach shall accordingly take this aspect into account;
- (h) identify minimum required diversions and plan viable temporary diversion plans for passengers, pedestrians and road traffic; diversion plans for various utilities like water / sewer lines, cables, equipment etc. and draw up suitable construction methodology using modern construction techniques and equipment; and
- (i) based on the accepted designs and design criteria, specifications, standards & codes of practice, prepare a suitable & a detailed Bill of Quantity (BoQ) and estimated cost for various Bid packages. The BoQ shall be substantiated with supporting documents such as Standard Schedule of Rates (SORs), Rate Analysis and Last Accepted Rates (LARs) considered for various items of work; and
- (j) prepare a construction plan which shall include the methodology for execution, equipment required, site planning with respect to locations for storage, flow of construction traffic, handling of materials, fabrication yards, movement of materials, road traffic diversions, rail traffic diversions / blocks, passenger management, temporary arrangements, temporary parking, utility diversions etc. Requirements of land acquisition, relocation of uses of structures are also to be planned for. During all phases of the construction, safety & convenience of users and other affected persons have to be adequately taken care of. All affected entities shall be consulted, and their concerns taken into account while detailing the construction planning so that an agreement is reached.

The Consultant shall produce a detailed DBR(s) (covering the aspects of design criteria & specifications, standards, site survey investigations, drawings and any other relevant information) of all components of the Project(s) which shall be got reviewed and vetted through EIC / U.P Transport Department / NCR / IIT / NIT or other reputed Engineering Institute / statutory authority. The Consultant shall coordinate with such professionals & other professionals (if any appointed by the Employer / EIC), attend meetings and provide all necessary information drawings and details sufficient enough for systematic review / vetting of the design proposals. The fee for proof checking to be paid to the Engineering Institute shall be borne by the Employer.

Notes:

1. *The design development phase may consist of numerous iterations and consultative meetings with the Employer's various committees. The Consultant upon receiving comments / feedback from the Employer on the said design development documents and cost estimates, shall make changes / amendments and again submit the same till the designs and details are approved by the Employer / EIC / NCR / U.P Transport Department / NMRCL / IIT / NIT or other reputed Engineering Institute / statutory authority.*
2. *It may be noted that the Consultant is required to fill up the missing gaps in the relevant data available with the Employer during the course of the Assignment.*

(v) **Validation of Land Acquisition Plans**

The Consultant shall

- (a) review / validate the khasra maps & other drawings / details available with the Employer for mapping of land boundary and suggest value additions & provide recommendations for improvement by way of supplementing or modifying existing details with additional / new details. This mapping of land boundary would involve demarcation of land in ownership of the Employer, Indian Railways, Irrigation Department and any other stakeholders pertaining to the MMTH land parcel. The Consultant shall collect all necessary revenue records, information on affected land owners, land use patterns (such as agricultural, commercial barren, forest, etc.) and any other such information required for publication of notification under section 20(E) of Railways Amendment Act 2008;
- (b) prepare land acquisition plans (for balance land) using latest surveying technique as total station / DGPS as per latest norms of IR and collect all necessary documents and information as deemed necessary. Further, the Consultant shall assist the Employer in preparation and submission of land acquisition proposals under section 20 (A) section 20 (E) of Railways Amendment Act 2008 of railways as per format requirement of revenue department; and
- (c) provide complete technical / logistics assistance / support by way of manpower, survey equipment's transport arrangement etc., for the execution of this item in a time bound manner along with complete follow up with revenue authorities, Tahsildar, forest officials, state government and affected landowners. The Consultant shall also clearly indicate and keep record of important coordinates of the boundary line offset locations for fixing of land boundary pillars so as to clearly demarcate the land boundary and submit to the Employer for future use.

7.1.2 **Approvals**

The Consultant shall:

- 7.1.2.1 assist the Employer / EIC in obtaining all necessary approvals and clearances from statutory & relevant authorities throughout the Project(s) implementation (an indicative list of the approvals, clearances and permits required is provided at **Annex A**; the list may be subject to change during the course of the Assignment, as required). In this regard, the Consultant shall prepare a detailed roadmap for obtaining various clearances required for implementation of the Project(s). This shall include list of clearances, approvals, permits and compliances related to the development & implementation of the Project(s). The road map needs to contain documentation requirement, dependencies and timelines that need to be adhered to for timely approvals;

- 7.1.2.2 ensure that the process for obtaining the approvals is well defined including approvals required from appropriate regulatory agencies. The Consultant shall monitor the progress in these matters and report to the Employer / EIC proactively;
- 7.1.2.3 in regard to co-ordination of activities to be carried out by the local authorities and other Government departments, frame and put up to Employer / EIC, detailed proposals for being discussed and resolved by Employer, in various co-ordination groups set up by Central / State Government(s). The Consultant shall provide to the Employer / EIC, all technical data, sketches, drawings and attend the coordination meetings along with the Employer / EIC for obtaining approval of proposals from these co-ordination groups; and
- 7.1.2.4 provide inputs on comments and opinions sought by the departments / financing / regulatory agencies under the State / Central Government with respect to the Project(s) being developed
- 7.1.3 ***Standards / Policies / Procedures / Systems / Plans***
- The Consultant shall
- 7.1.3.1 prepare a consolidated Project(s) governance document that consists of all plans, controls, manuals, systems, guidelines and strategies for successful implementation of the Project(s). This should be followed by identifying various stakeholders and key delivery elements required to deliver the Project(s) together with their interface relationships;
- 7.1.3.2 support the Employer in preparation of standards, policies and procedures for all core project functions including planning, monitoring, risks, design, procurement management, project implementation, document control system, contract management and claims & arbitration.
- 7.1.3.3 develop a Project(s) communication plan which addresses the following elements:
- (i) procedures and flow charts that details the Project(s) participants, including but not limited to Employer / EIC, contractor(s), suppliers and other stakeholders etc.;
 - (ii) delivery / distribution of different forms of information / communication to relevant appropriate Project(s) stakeholders; and
 - (iii) contractual & functional communication requirements and ensuring that the Employer / EIC is always included in all communication among the Project(s) participants
- 7.1.3.4 develop and implement in consultation with the Employer / EIC, an electronic document management system to safeguard related documents for future reference for the Project(s);
- 7.1.3.5 develop and support the implementation policies, processes, procedures and systems for the collection, storage, protection and dissemination of all Project(s) documentation;
- 7.1.3.6 create and implement document control & filing system procedure that takes into account all stakeholders involved;
- 7.1.3.7 train Employer's / EIC's existing, new and future Project(s) staff and set-up procedures for the Employer / EIC to receive, record, file, retrieve, duplicate, store and issue documents;
- 7.1.3.8 compile and manage the repository to include Project(s) standards, policies, procedures, plans, specifications, schedule, acceptance certificates, transmittal letters, meeting minutes, reports and any other information relevant to the Project(s);
- 7.1.3.9 prepare a detailed integrated / master schedule and plan for the entire Project(s) covering all components / sub-components and tasks & sub-tasks required for successful execution of the Project(s)

in professional software (MS Project, Primavera P6 etc.). All major events and activities in the schedule and their sequence should be clearly described;

7.1.3.10 develop effective monitoring system based on Work Breakdown Structure (WBS) for effective control of Project(s) master schedule; and

7.1.3.11 develop a systematic risk management plan / strategy to be applied to the Project(s) that clearly identifies potential risks to the Project(s). The risk management plan needs to be comprehensive to cover all potential risks faced by the Project(s) throughout the duration of the Assignment, identify probabilities of risk occurrence and allocate weighting systems to monitor risk. The risk management plan needs to include early warning systems and trend analyses and other methodologies that assist in early discovery of risk items

7.1.4 ***Information & Communications Technology (ICT)***

The Consultant shall:

7.1.4.1 prepare an ICT Master System Integration (MSI) Plan which will highlight the key tasks and activities that will be completed in the System Integration stage. For the preparation of the ICT MSI Plan, the Consultant has to prepare the ICT Master Plan. Based on the ICT Master Plan, the Consultant will develop a detailed integration and operations plan around specific system integration designs. This plan will act as the baseline control document for the System Integration of the Project(s);

7.1.4.2 prepare design brief for all ICT related projects;

7.1.4.3 ensure that the ICT related functional specifications are incorporated in the design briefs for identified services;

7.1.4.4 perform tendering, evaluation and selection of the MSI as outlined in the ICT Master Plan as per clause 7.2 below;

7.1.4.5 monitor and approve testing & deployment of proof of concepts / EB projects

7.1.4.6 review and co-ordinate planning tasks and activities with MSI responsible for laying out infrastructure such as fiber as well as physical fit outs for the CCC, data centre and other support infrastructure needed based on a phased roll out of services outlined in the ICT master plan; and

7.1.4.7 facilitate operationalization of ICT Master Plan by educating stakeholders on key recommendations on an ongoing basis. Stakeholders include but not limited to non-ICT consultants, suppliers, regulated and unregulated telecom service providers, prospective investors etc.

7.2 **Stage 2: Project(s) Procurement³ Management**

7.2.1 **Procurement Strategy and Bid Advisory Services**

7.2.1.1 ***Preparation of Procurement Strategy taking into consideration the illustrative Bid packing envisaged in clause 1.6.7 above***

The Consultant shall:

(a) suggest the governance structure to be followed for approval at different stages of Bid process management for various types of works. The same shall be established in consultation with the Employer / EIC. At a minimum, the stages shall contain:

(i) Bid documents;

³ The Consultant shall also assist the Employer / EIC in engaging Transaction Advisor for scope component III by undertaking all the Procurement related activities envisaged in this clause

- (ii) Pre-bid replies and addenda / corrigenda; and
- (iii) Final Bid evaluation reports - Technical and Financial (as required)
- (b) prepare and recommend a detailed procurement strategy for the consideration of the Employer / EIC, taking into account the commissioning of the Project(s). This shall include the following but shall not be limited to;
 - (i) compliance with the guidelines / policies / regulations of the GoI;
 - (ii) structuring of Bid packages for selection of contractor(s) and / or other entities to be appointed for the Project(s) i.e. number of Bid packages, bundling / unbundling of various Project(s) components / sub-components, cost analysis & estimates, scope of work and boundary conditions;
 - (iii) type and mode of contracts (Lump Sum / EPC / Turnkey / Design-Build / Item rate etc.);
 - (iv) type of selection process (single stage two packet system, Least Cost Selection (LCS) based method, Quality & Cost Based Selection method (QCBS) etc.);
 - (v) interface requirement and planning among various Project(s) components / sub-components, Bid packages and contracts;
 - (vi) market analysis to ascertain sufficient number of Bidders for each Bid package;
 - (vii) impact of selected option(s) on estimated Project(s) economics (including cost and time);
 - (viii) risk assessment and mitigations measures; and
 - (ix) procurement schedule

7.2.1.2 **Preparation of Bid Document(s)**

The Consultant shall:

- (a) prepare Bid documentation as per approved procurement strategy & plan. These shall include but not be limited to preparation of Bid documents, draft contract agreements, etc. The Bid documents shall be prepared in line with the guidelines / policies of the GoI;
- (b) The Bid documents for the agreed Bid packages may include the following but shall not be limited to:
 - (i) Invitation for Bid (IFB);
 - (ii) Instructions to Bidders (ITB);
 - (iii) Pre-qualification documents (PQD);
 - (iv) Pre-qualification criteria (PQC);
 - (v) Bid evaluation criteria;
 - (vi) General Conditions of Contract (GCC);
 - (vii) Special / Particular Conditions of Contract (PCC);
 - (viii) Bid / Contract Forms including Contract Agreement; and
 - (ix) Employer's requirement which shall include the following but shall not be limited to:
 - 1. Detailed Terms of Reference (ToR) / scope of work, including Project(s) milestones, team members & their qualifications / Key Performance Indicators (KPIs), Equipment

- requirement etc. The ToR will also consider the recommendations of the Environmental & Social Impact Assessment (E&SIA) report;
2. Design and drawings including DBR for all the works;
 3. Technical specifications, schedule of finishes and list of makes etc.;
 4. SHE manual;
 5. Pricing document / BoQ;
 6. Quality Assurance Plan (QAP); and
 7. Any other requisite documents as applicable
- (c) prepare Employer's requirement and pricing document for Bid packages covering all aspects relevant to the implementation of the Project(s) and in the degree of detail as required in the Bid document(s) so as to enable the Bidders to make and submit responsive & competitive Bids.

7.2.1.3 **Bid Process Management**

The Consultant shall:

- (a) conduct entire Bid process management till signing of contract for selection of contractor(s) and / or other entities to be appointed for the Project(s) on behalf of the Employer. However, the public face for Bid process management will remain with the Employer. The activities to be rendered by the Consultant in this regard shall include, but not be limited to the following:
 - (i) prepare the complete Bid document(s) to invite the Bids through the designated procurement portal which will be uploaded by the designated official(s) of the Employer;
 - (ii) follow the rules and regulations of the designated procurement portal in their Bid process management;
 - (iii) if pre-qualification for Bidding is required by the Employer, undertake all necessary works regarding receipt & evaluation of Bidder's documents and recommend to the Employer, the pre-qualified list for their acceptance;
 - (iv) make presentation(s), organize pre-bid conferences / meetings, prepare responses to the queries of the Bidders including associated addenda / corrigenda to Bid document(s) which will be issued by designated official(s) of the Employer;
 - (v) assist the Employer in making appropriate arrangements for receiving Bids and opening of the same at the scheduled dates. The Employer shall form an appropriate Bid Evaluation Committee(s) (BEC) and / or working group(s) which shall oversee the Bid process and give necessary approvals at various stages of the Bid process;
 - (vi) evaluate the Bid proposals and furnish recommendations for selection of the successful Bidder for all Bid packages including ranking of the Bidders. For this, the Consultant shall prepare a confidential evaluation report with detailed analysis & justification. Further, the Consultant would also be required to make presentations pertaining to the recommendations as per the requirement of the BEC and / or working group. This report & presentation should contain a concise set of basis and justification for ranking of the Bids;
 - (vii) prepare clarifications to be sought from the Bidders before and after Bid submission;

- (viii) assist the Employer in negotiations with the successful Bidder(s) and record minutes of all meetings;
 - (ix) prepare and submit draft Work Order for acceptance by the Employer;
 - (x) assist the Employer in finalization of contract agreements with the successful Bidder(s); and
 - (xi) any other relevant details, as deemed necessary
- (b) recommend and assist the Employer in implementing appropriate strategy / mechanism to deal with Bid disqualifications, negotiations, terminations and fall back options;
 - (c) ensure proactive monitoring and management of approved procurement schedule and highlight triggers for ongoing / next set of activities to be initiated on rolling basis. The Consultant shall highlight any nonconformity or deviations from the approved procurement schedule and need for amendments, if any.

7.3 **Stage 3: Project(s) Implementation Phase**

7.3.1 **Project(s) Start-up**

7.3.1.1 Soon after award of contract of the construction contract(s), a kick-off meeting shall be held wherein the Employer / EIC, the Consultant and the contractor(s) will introduce their staff / team members to each other. This meeting will be organized to primarily discuss the roles & responsibilities of all the Parties in the Project(s) setup and assist the Employer / EIC in laying out the rules & guidelines for implementation of the Project(s). Further, the Consultant shall also assist the Employer / EIC in setting procedures, systems, standards, criteria and reporting systems etc. including point of contact for the contractor(s).

7.3.2 **Proof Checking**

The Consultant shall:

7.3.2.1 proof check all the technical submittals including but not be limited to design documents, drawings (including temporary & permanent works, fabrication / shop drawings as applicable), technical proposals and specifications submitted by contractor(s) and / or other entities prior to commencement of / during the construction stage in a timely manner in line with the duration mentioned in the respective contracts; and

7.3.2.2 initiate the proof checking services in consultation with the Employer / EIC and actively pursue & involve itself in all investigations & enquiries, consultations, studies, collection & compliance with pertinent information & data, convening of & attendance at meetings and in any other activity as are or may be necessary for producing the detailed design, drawings and documents to the specified requirements

7.3.2.3 **Standard of services**

- (i) *General:* be responsible for the correctness and technical merit of the services provided in proof checking. The Consultant shall ensure that qualified & experienced professionals are employed in sufficient number and that the proof checking is done in timely manner. Further, the Consultant shall comply with the provisions and procedures covering standards & codes, drawings and calculations;

- (ii) *Standards & Codes:* use the updated versions of prevailing Indian / International standards and codes for the proof checking services. The copies of these standards and codes shall always be available in the Consultant's office; and
- (iii) *Computer Programs:* submit details and verification of all computer programs it intends to use in checking of designs and drawings. The Consultant may also be required to perform test calculations using the program so that the results may be compared with those obtained by other means.

7.3.2.4 *Scope of proof checking*

The scope of proof checking is briefly listed below but not limited to, as it has to be seen taking into account the requirements of works for commissioning the Project(s):

- (i) review the analysis, design, drawings for all stages (preliminary, definitive, working, Good for Construction (GFCs), Bar Bending Schedule (BBS)) (generated by the contractor(s)) and other related documents such as method statement, work procedure, inspection & test procedure, specifications and any other information, etc. to ensure that material and level of quality standards assumed in design are being ensured during construction;
- (ii) ensure that submittals are complete in all aspects such as proper format, sufficient details of required extent, size & scale and within such timelines as may be required to ensure effective execution of works and / or as otherwise required by the Employer / EIC;
- (iii) comments on the design / drawings submitted by the contractor(s) shall be supported by sound technical reasoning in accordance with relevant codes / standards;
- (iv) endorse the submissions required under the contract that all effects of the design comprising the submission on the design of adjacent or other parts of the works have been fully taken into account in the design of these parts;
- (v) ensure that all design modifications for the works during execution and revision of reports & any other construction support activity related to design and drawings are addressed within three (3) days upon request from the contractor(s) / Employer / EIC;
- (vi) maintain records showing design calculation and data supporting design review activities. The Employer / EIC reserves the right to inspect and audit these documents at any time to verify the effectiveness of design reviews;
- (vii) review the 'As-Built' drawings for each component / sub-component of the works prepared by the contractor(s) and determine their acceptability under the terms of the relevant contracts; and
- (viii) deliver all the drawings and documents produced / prepared in connection with this Contract. They will be packaged as directed by the Employer / EIC.

Notes:

- (1) *Any changes to design proposed by contractor(s) already checked by the Consultant shall be dealt with as an entirely new design submission and the Consultant shall not be entitled to any increase in the Contract Value or extension of time in such circumstances; and*
- (2) *The detailed planning of Multi-Modal Integration (MMI) is to be carried out by the contractor(s). The Consultant shall ensure that MMI should be detailed enough to have minimum inconvenience to the end users taking into account the last mile connectivity. The Consultant shall ensure that the architectural, structural and MMI requirements of the Project(s) are complied with.*

7.3.2.5 *Checking Procedures*

- (i) *General*: establish a QAP and a system of proof checking & certification / approval of all designs including calculations, drawings and other documents submitted by the contractor(s);
- (ii) *Design Calculations*: ensure that each calculation, including any amendments thereto, is endorsed as checked and approved prior to issuing to the Employer / EIC / any other statutory authority, by being dated & initialed by both the originator and the proof checker. Handwritten signature of authorized personnel of the Consultant will be borne on cover sheet of each design calculation;
- (iii) *Drawings and Documents*: ensure that each document and drawing, including any revisions thereto, is endorsed as checked and approved prior to sending it to Employer / EIC / any other statutory authority, by being dated & initialed by both the originator and the proof checker. In addition to compliance with the requirements of the documentation, each drawing, where appropriate, shall be checked to ensure compliance with the Consultant's certified design calculations. The Consultant shall evolve a procedure for traceability of design / drawings including revisions;
- (iv) *Certification*: ensure that a certificate signed by the Team leader, stating that all drawings & documents have been checked and approved in accordance with the Consultant's approved QAP, shall accompany all documents and drawings issued by the Consultant to the Employer / EIC / any other statutory authority for acceptance and approval. The person checking the design and drawing will initial all the documents prepared by him and a certification that such a check has been carried out shall be issued to the Employer / EIC;
- (v) *Endorsement of Design Calculations*: ensure that all calculations, including any amendments thereto, are endorsed as checked and approved prior to issuing to the Employer / EIC / any other statutory authority, by being dated & initialed by both the originator and the proof checker. All the signatures of authorized personnel including the proof checker on the cover sheet shall be original handwritten signature;
- (vi) ensure that the calculations are reviewed according to the best professional standards and practices compiled into sets that relate to particular aspects of design:
 - (a) a brief description of the structure and its assumed mode of action;
 - (b) the loads that will act upon the structure;
 - (c) the allowable stresses of the structure;
 - (d) a brief statement description of the method of analysis used;
 - (e) a brief statement description of the method of design;
 - (f) details of the computer program used;
 - (g) a key to symbols used: and
 - (h) a design summary.
- (vii) **QAP**
 - (a) prepare a QAP which shall be submitted to the Employer / EIC for acceptance and approval. The QAP shall identify the personnel, procedures, instructions, records and forms necessary to implement the plan with the following minimum requirements:
 - (i) Certification process of drawings and documents for issue;
 - (ii) Organizational structure;
 - (iii) Design control - including study and design input / analysis;

- (iv) Checking of documents;
 - (v) Document control;
 - (vi) Internal quality audit; and
 - (vii) Corrective action
- (b) identify the requirement of quality level and incorporate a quality level list in the QAP for each construction contract;
- (c) The procedures to be applied to manage and control the quality of the design work, with particular reference to the following:
- (i) Design and performance requirements which shall be defined in terms of basic data & design assumptions made; relevant codes, standards & regulatory requirements; safety, security & environmental requirements; and commissioning requirements;
 - (ii) Design methods: Software applications to be used in the design, both proprietary and public domain, shall be identified and any requirements for physical and mathematical model testing;
 - (iii) Preparation, checking, issue, distribution, indexing and filing reports, calculations, drawings and specifications along with the means of their revisions;
 - (iv) Formal design review, authorization and approval of design documentation;
 - (v) Design verification and validation;
 - (vi) Design checks by the design checker; and
 - (vii) List of examples of the forms and formats to be used to record the activities under the design plan shall be attached at the end of each section or a reference included to existing standard procedures
- (d) *Quality Audits / Monitoring*: Quality audits and monitoring of the Consultant's QAP will be conducted by Employer / EIC at intervals commensurate with the Consultant's activities. Further, the corresponding costs on this account shall not be borne by the Consultant.
- (e) *Responsibility*: Notwithstanding acceptance by the Employer / EIC, the Consultant shall remain responsible for the quality and correctness of the documents submitted by the Consultant
- (viii) The Consultant is required to check and advise comments to the designer(s), if any, within ten (10) days of the submission of the designs / drawings by the designer to the Consultant. In case there are no comments on the designs / drawings, the Consultant shall forward these designs / drawings to the Employer / EIC / any other statutory authority with its certification regarding proof checking for according final approval. In case of observations made by the Consultant on the design and drawings of the designer, on receipt of the design / drawings from the designer incorporating the modifications as per the observations / comments, the GC shall forward these design / drawings to the Employer / EIC / any other statutory authority with its certification regarding proof checking within ten (10) days of the receipt of designs / drawings from the designer. Failure to achieve this milestone by the Consultant, within the stipulated time, shall attract liquidated damages in terms of conditions of Contract;

- (ix) The Employer / EIC / any other statutory authority shall accord approval or send comments for the proof checked designs / drawings submitted by the Consultant within ten (10) working days from the date of receipt of these documents; and
- (x) The Consultant is held totally responsible for the drawings issued for construction. If any mistakes or omissions are found during the execution, the Consultant will be held responsible and will clarify these mistakes or omissions as requested by the Employer / EIC / any other statutory authority, however, such clarifications shall not be considered as additional services. Any approval of the drawings by the Employer / EIC / any other statutory authority shall not hold the Employer / EIC / any other statutory authority responsible for any lapses or mistakes and the Consultant shall be totally responsible for the same

7.3.3 Project(s) Construction Supervision

The Consultant shall:

- 7.3.3.1 develop systems & procedures to administer the contracts and ensure that the contractual requirements, with respect to both quality & quantity of work, are respected and the works are executed in accordance with the provisions of the contract. The Consultant shall develop systems to professionally manage the Project(s) implementation. Further, the Consultant shall make all engineering decisions required for the successful and timely implementation of the contract in consultation with the Employer / EIC;
- 7.3.3.2 supervise the contractor's performance on regular basis in consultation with the Employer / EIC, to ensure that contractor(s) are observing due diligence and prevailing standards in the performance of the works in accordance to the contract including but not limited to timely completion of works, quality of materials, execution of work as per approved methodology & work plan, work site safety, compliance to SHE plan, interface management with other contractor(s), inspection & acceptance of work, report submission, record keeping, testing & commissioning including integrated testing of works for successful start of commercial operations;
- 7.3.3.3 undertake regular site visits to ensure contractor's compliance to the required standards, designs and requirements specified in their contract agreement;
- 7.3.3.4 assist / advise the Employer / EIC regarding timely handing over the site by concerned contractor(s) which they will hand over in stages, in the advance actions required to be taken for the handing over of the site and to achieve the milestones for completion of works;
- 7.3.3.5 supervise and certify completion of each activity for installation, testing and commissioning in consultation with the Employer / EIC as per the milestones defined in the contract;
- 7.3.3.6 witness all Request for Inspections (RFIs) raised by the contractor(s) and shall provide its approval / comments in a timely manner so that necessary changes are made by contractor(s) in timely manner and the project progress is not hampered.
- 7.3.3.7 undertake checking, reviewing, certifying accurate measurement of work done for payment, record & verification, certification of bills in a timely manner in line with the duration mentioned in the contract agreement of contractor(s). The Consultant shall review the completeness of the documents required for submission of contractor's payment in line with the contractor's contract agreement. The Consultant shall provide fair and independent view of the verification of contractor's bills. In its determination, the Consultant may certify full or partial payment, depending on its assessment of the contractor's payment request and documentation;

- 7.3.3.8 certify, process and issue interim certificates for the progress payment of the contractor(s) in line with the contract requirements ensuring various recoveries of advances, securities, liabilities and other statutory recoveries. The Consultant shall also process contractor's request for any Extension of Time (EOT) / variations / claims and will submit to the Employer / EIC with complete analysis as per contract provisions and recommendations to the Employer / EIC for approval;
- 7.3.3.9 highlight any non-compliance with respect to scope, quality and SHE for the implementation activities to the Employer / EIC as per the required guidelines / standards;
- 7.3.3.10 assist the Employer / EIC in identification of key interface issues / requirements from the contractor(s) to ensure timely completion of the Project(s);
- 7.3.3.11 maintain copies of all reference documents, specifications, and drawings including working / As-built / completion drawings, test data, details of variations and other correspondence in a systematic manner so as to ensure that all relevant personnel are equipped with the latest documents and all data is available as & when required by the Employer / EIC;
- 7.3.3.12 issue completion certificate / provisional certificate to the contractor(s) in consultation with the Employer / EIC

7.3.4 Preparation & Implementation of QAP and Quality Control Procedures (QCP)

7.3.4.1 **QAP & QCP:** The Consultant shall prepare a QAP and a QCP for all Project(s) components / sub-components and works, which will detail, the Consultant's plan to conduct various activities and measures / procedures to keep a check on the quality of the products / materials. The QAP and QCP will be continuously checked by the Consultant's Team to oversee that the works are completed according to specifications as laid out in the contract and applicable relevant Indian code of practice including international and good practices. The main considerations that should weigh with preparation of an overall QAP and QCP are as follows but shall not be limited to:

- (i) brief of organization along with roles & responsibilities for the Employer / EIC and the contractor(s) to meet the desired quality standards;
- (ii) specification of various materials to be used during implementation of the Project(s);
- (iii) list of codes / standards / best practices to meet the quality for various items of work;
- (iv) details of various tests to be carried out as per the provisions of codes / standards for various items of work along with their procedures;
- (v) frequency of tests to be undertaken by various agencies;
- (vi) list of approved vendors for purchase of various materials to be procured by the contractor(s);
- (vii) list of approved testing agencies / quality audit agencies for various defined tests to be followed by contractor(s);
- (viii) details / procedure to ensure quality adherence by the contractor(s) which includes procedure of receiving the material at site and procedure for regular third-party quality audits to be carried out by the contractor(s);
- (ix) acceptability criteria for works and workmanship;
- (x) formats for recording and compilation of test data; and
- (xi) reporting system for test results and actions to be taken in respect of quality

7.3.4.2 Review of Field-Testing Laboratories

- (i) The laboratory and all facilities thereby will be supplied through the construction contracts by the contractor(s). The list of equipment being provided will be made available to the Consultant by the contractor(s). The Consultant will check the field laboratory set up of contractor(s) in respect of its facilities, adequacy, arrangements, equipment & laboratory staff and report any discrepancies or additional equipment as may be necessary;
- (ii) All test and controls before, during and after execution of the works will be preliminary defined beforehand and agreed leading to an organized systematic QC;
- (iii) The Consultant will set-up a comprehensive testing program and standardization of forms for testing purpose. Typical standard sheets will be produced for all the test required. They shall, inter alia, include the following:
 - (a) type of test to be performed;
 - (b) demands of specifications in relation to materials or final product;
 - (c) person responsible for testing;
 - (d) periodicity and frequency of the test; and
 - (e) standard and limits to be observed

7.3.4.3 ***Quality and Technical Audit***

The Consultant shall:

- (i) assist the Employer / EIC on matters connected with QA / QC aspects of works in order to ensure the quality of work and its conformity with the standards & specifications prescribed in the construction contract;
- (ii) ensure that the contractor(s) maintains systematic documentation of all testing as per the forms that will be developed by the Consultant;
- (iii) check & approve sources of materials and agree to the contractor's materials ordering schedule;
- (iv) review suitability of source and quality of construction materials on the basis of inspections, test results / manufacturer's certificates etc.;
- (v) witness all the QC tests being conducted by the staff of the contractor(s) in the contractor's field-testing laboratory. The Consultant shall also ensure to get the samples of contractor's material to be tested in third party / independent and accredited field-testing laboratory. During course of inspection, if any item of the work is found substandard or unacceptable, the Consultant would inform the EIC, the rectification required in writing, giving full justification thereof with necessary supporting data; and
- (vi) audit the quality reports maintained by the contractor(s) and also witness the testing of materials. Where necessary, testing in other laboratories will be arranged by the contractor(s) and monitored by the Consultant. The source of materials will also be reviewed, and test reports of quarry material will be audited to assess their engineering properties. For all prefabricated and ready-mix items, certificate from manufacturers will be audited to verify that that the items meet the Project(s) requirement and specifications

In addition to the above, the Consultant shall also assist the Employer / EIC during inspection of the construction equipment and other related machinery in order to assess their suitability for the works. The Consultant shall check the calibrations of the necessary equipment and also carry out periodical inspection of the equipment to be utilized.

7.3.5 **Review, Update and Implementation of SHE Plan**

The Consultant shall:

7.3.5.1 review and update existing SHE plan for the Project(s) containing the following but shall not be limited to:

- (i) a statement of the SHE policy, organization, and arrangements for SHE to be included during the Bidding stage;
- (ii) proposed organization to ensure safety requirements along with qualifications, roles, and responsibilities to be implemented by various agencies;
- (iii) a statement of policy, procedures for identifying & estimating hazards, and the measures for addressing the same;
- (iv) a list of SHE hazards anticipated for the Project(s);
- (v) sufficient information to review the Bidder's proposals for achieving effective and efficient health & safety procedures;
- (vi) a description and frequency of the SHE's training courses and emergency drills which shall be provided by the contractor(s), with an outline of the syllabus to be followed;
- (vii) details of the safety equipment which shall be provided by the contractor(s), including personal protective equipment;
- (viii) a statement to ensure that equipment used on the sites are maintained in a safe condition and are operated in a safe manner;
- (ix) a statement of the disciplinary procedures with respect to SHE related matters to be included in the Bid document; and
- (x) a statement of the procedure for reporting and investigating accidents, dangerous occurrences, or occupational illnesses

7.3.5.2 review and monitor the individual SHE plan submitted by the contractor(s) and highlight any inconsistency with the overall SHE plan to the Employer / EIC along with mitigation measures;

7.3.5.3 conduct site visits and submit non-conformance reports / safety report at reasonable frequency in consultation with the Employer / EIC. However, the Consultant shall highlight any major non-conformity within reasonably short time period so that timely corrective measures can be undertaken. The Consultant shall monitor all non-conformance reports generated till their closure;

7.3.5.4 organize SHE trainings at reasonable frequency in consultation with the Employer / EIC;

7.3.5.5 assist the Employer / EIC in setting up decent working environment for construction workers and also assist in implementation of the action plan for labour protection, including HIV / AIDS / COVID-19 prevention program, for construction workers; and

7.3.5.6 conduct regular visits to the contractor's plant & facilities including labour camps to ensure compliance as per relevant guidelines and conditions of the relevant contract. The Consultant shall bring to the notice of Employer / EIC in case of any non-compliance on this aspect.

7.3.6 **Project(s) Management**

The Consultant shall assist the Employer / EIC in overall Project(s) Management and coordination with all stakeholders & liaise with relevant stakeholders / Project(s) proponents within and outside the Employer / EIC to identify and suggest measures to fast track implementation. The Consultant shall assist the Employer / EIC in the following activities:

7.3.6.1 *Project(s) Oversight & Reporting*

- (i) develop and manage a reporting platform that will provide continuously updated information and be customized to facilitate communication between the Employer / EIC and various stakeholders including contractor(s), sub-contractors, suppliers and other consultants;
- (ii) submit proposal for the format and contents of periodic reporting of the progress including frequency of reporting for approval of the Employer / EIC;
- (iii) responsible for monitoring Project(s) progress in accordance with the approved plan (including amendments / revisions thereon, if any) and highlight any non-conformity or deviations;
- (iv) tracking & monitoring Project(s) using non web-based Management Information System (MIS) dashboards that shall be created for this purpose by the Consultant and with the approval of the Employer / EIC. These MIS dashboards will enable effective decision making and also highlight triggers for ongoing / next set of activities to be initiated on rolling basis;
- (v) monitoring physical & financial progress for execution of works and assist in forward physical & financial planning;
- (vi) escalating issues to the management of the Employer / EIC in case of unavailability of data from contractor(s) on timely basis;
- (vii) reporting monthly & quarterly Project(s) status to all the stakeholders and identification of critical interfaces that need to be managed carefully;
- (viii) conducting regular Project(s) review meetings to discuss the various Project(s) related aspects and preparing, circulating, following up & reporting on the action points discussed during these meetings and highlight any non-compliance;
- (ix) collect, analyze, track, monitor and separately report the Project(s) cost, schedule and budget information on an agreed basis. This should include all encumbrances, commitments & actual expenditures and develop earned value trends, forecasts and variance information;
- (x) assist the Employer / EIC in manpower planning and mobilization during construction, operation, and maintenance phase. These shall include but not be limited to preparation of job description, qualifications, competencies, etc.; and
- (xi) preparing proposals / agendas / notes / writeups / presentations for the consideration of Ministries and departments of Central & State Government including their subsequent follow ups

7.3.6.2 *Project(s) Schedule Management*

The Consultant shall

- (i) review Project(s) progress & master / integrated schedule by appropriately updating the status of different critical activities and take all necessary measures for any slippage in the schedule of the critical activities. Further, the Consultant shall also assist the Employer / EIC and give recommendations on Project(s) execution & catch-up programs for the critical activities slipped from the schedule;
- (ii) review the detailed schedule submitted by the contractor(s) and highlight the inconsistencies in line with the overall integrated schedule and recommend corrective measures to ensure timely completion of the Project(s);

- (iii) regularly undertake planned vs actual analysis (including analysis of critical path & near critical path) with respect to agreed implementation schedule and create early warning system to identify any red flags & need for any proactive actions to be taken by the Employer / EIC; and
- (iv) update overall Project(s) schedule in line with the discussions with the Employer / EIC

7.3.6.3 **Project(s) Risk Management**

- (i) track the significant risks are systematically identified, recorded, evaluated and actively managed. The Consultant shall regularly monitor & report on Project(s) risks and communicate critical issues to the Employer / EIC on regular basis;
- (ii) assess risks with priority, for the critical activities ranking and developing risk mitigation strategies in order to de-risk the Project(s);
- (iii) prepare risks register and assist in mapping responsibilities & timeline in line with mitigation strategies and risks response planning; and
- (iv) facilitate risks management workshops on quarterly basis, to identify and evaluate key risks for implementation of the Project(s)

7.3.6.4 **Project(s) Change Management System**

- (i) implement an internal change management plan, change log and associated governance processes;
- (ii) develop, review and update a change management system & procedures that capture complete, accurate and consistent baseline documents and ensure changes in design and implementation and any other change are controlled in accordance with the contract documents;
- (iii) establish the procedures for changes to Project(s) criteria to create uniformity of application across all existing contracts of the Project(s) and the Project(s) for design details, material approvals and other related items; and
- (iv) identify and monitor the matters affecting the Project(s) budget, provide timely updates that reflect funds received, funds obligation through contract awards and approved change orders, and projected obligations

7.3.6.5 **Project(s) Cost & Cash Flow Management**

- (i) develop best practices for cost management system and create Cost Breakdown Structure (CBS) which will include the overall Project(s) CBS & the CBS of each individual Project(s) component / sub-component and tasks / sub-tasks to be delivered;
- (ii) create the baseline Project(s) budget. The budget must include costs relevant to the overall Project(s) and to each individual Project(s) component / sub-component and tasks / sub-tasks to be delivered;
- (iii) set the cash flow estimate of capital requirements;
- (iv) create the procedure for handling payment requests;
- (v) identify & design earned value reporting requirements and disseminating information to the Employer / EIC and stakeholders as appropriate;
- (vi) reviewing the Project(s) budget and cash flow as submitted by the contractor(s) in terms of completeness of scope, cash flow planning and corresponding construction schedule;
- (vii) providing quarterly rolling cash requirement for the Project(s) based on the expected work to be undertaken by the contractor(s) and the payment milestones agreed in the schedule; and

- (viii) developing S-Curves for Project(s) costs and monitor Project(s) cost performance on an ongoing basis

7.3.6.6 **Project(s) Contract Management**

- (i) support the Employer / EIC by providing contractual & commercial advice;
- (ii) comply with contract administration standards, procedures and tools;
- (iii) support the Employer / EIC to give visibility in the following areas: changes, invoicing, claims, valuations & payments, notices, early warnings, approvals, compliances, breaches, terminations, extensions, entitlements, disputes & reconciliations, insurances, warranties, collaterals, securities & bonds and take appropriate measures in consultation with the Employer / EIC;
- (iv) keep track of all the contract documentations and ensuring timely renewal of these documents during the course of the contract and / or at the time of any contract extensions;
- (v) recommend and assist the Employer / EIC in implementing appropriate strategy / mechanism to deal with contract terminations & renegotiations (if any), contract exit strategies and fall back options;
- (vi) prepare contractual correspondences to contractor(s) in consultation with the Employer / EIC;
- (vii) review the final Project(s) closure report submitted by the contractor(s) w.r.t original contract and inform the Employer / EIC in case of any deviation from the same; and
- (viii) recommend and prepare appropriate dispute resolution mechanism in consultation with the Employer / EIC. Further, assist the Employer / EIC in review and drafting of responses, participation in meetings with respect to disputes and claims till the duration of Contract

7.3.6.7 **Project(s) Interface Management**

The planning, designing, procurement, construction, testing and commissioning of the Project(s) involves various activities related with civil engineering, electrical & mechanical systems etc., which may be handled separately by different contractor(s). The sub-groups managing these activities shall communicate and work coherently in the context of individual requirements of all the sub-groups and of the Project(s) in totality.

The Consultant shall:

- (i) work closely with all sub-groups and act as bridge between them to ensure there is no lapse in information flow, including resolution of interface / system integration issues;
- (ii) prepare interface management plan which shall include technical and operational activities etc., in consultation with the respective contractor(s) and the Employer / EIC. The interface management plan thus prepared shall ensure:
 - (a) identifying / defining all the potential interfaces among various components of the Project(s);
 - (b) outlining the process for coordination and management of parties involved across various interfaces;
 - (c) preparation of an interfacing platform where all the requests can be registered;
 - (d) defining the process of registering and resolution of an interface request;
 - (e) establishing monitoring process for the interfacing of the registered request;
 - (f) identify information to be exchanged, define the precise division of responsibilities amongst the stakeholders and identification of integrated test to be performed at each stage;
 - (g) develop and incorporate necessary provisions in respective Bid document(s); and

- (h) monitor the work program of each contractor(s) so that all key / access dates are met by the individual contractor(s) and highlight any program risk requiring the attention of the Employer / EIC
- (iii) identify and provide proper interface coordination so as to assure timely completion of all works and commissioning of the various sections within optimum time schedule according to the approved implementation schedule;
- (iv) furnish their comments after review of the details to the concerned contractor(s) and ensure the compliance of the same;
- (v) in case of non-compliance of the requirements of the interfacing, the proposal shall be furnished to the Employer / EIC along with the Consultant's final recommendations for further line of action to ensure execution of interfacing requirements for approval of the Employer / EIC; and
- (vi) conduct regular site visits / meetings along with relevant stakeholders to review and monitor any interface related issues as per approved interface management plan in consultation with the Employer / EIC

7.3.6.8 **Project(s) System Integration**

The Consultant shall:

- (i) be responsible for coordination and act as a facilitator to ensure assimilation of requirements of all phases i.e. planning, designing, procurement, construction, testing and commissioning among various contractor(s) & other stakeholders and thereby prepare, manage & control the overall system integration processes which will lead to successful implementation and operations of the Project(s);
- (ii) take all reasonable steps to ensure that the works are coordinated and integrated with the design, manufacture, installation, execution and testing of such other works and in particular (but without limitation);
- (iii) participate in integrated testing & commissioning and demonstrate to the satisfaction of the Employer / EIC that the system has been designed and constructed in a compatible manner;
- (iv) demonstrate to the satisfaction of the Employer / EIC, the system readiness for commercial operations and interoperability; and
- (v) comply with any direction which the Employer / EIC may give for the integration of the design of any part of the Project(s)

7.4 **Stage 4: Post Project(s) Implementation Phase**

7.4.1 **Services to be provided during Defect Liability Period (DLP) of the contract with contractor(s)**

During this period, the Team Leader of the Consultant will make at least one (1) visit per month of each Project(s) component / sub-component to verify the behavior of the structure and note defects. In assessing any possible defect that may appear, care will be taken to differentiate between a “*construction defect*”, which is the contractor's responsibility to correct and “*normal wear and tear*”, which is a maintenance item.

Following each inspection, a report detailing the observed defects will be prepared by the Consultant and discussed with the Employer / EIC and the contractor(s) involved. A solution to the problems will be determined in consultation with the Employer / EIC and the contractor(s).

At the end of DLP, the Consultant will make a final inspection along with the representatives of the Employer / EIC & contractor(s) to ensure that all is in order and the contractor(s) may be released from further obligations as per the provisions of the contract.

7.4.2 **Testing, Trials, Statutory Approvals and Commissioning**

The Project(s) component / sub-component intended to be opened for traffic will required to be subjected to the requisite trial tests. The Consultant shall:

- 7.4.2.1 prepare integrated testing & commissioning / trial scheme including schedule as per the statutory and system requirements to verify / authenticate suitability and adequacy of the system;
- 7.4.2.2 enable the Employer / EIC, giving all necessary assistance, to conduct the integrated tests / trials. Any shortfalls noticed during the tests / trials will be arranged to be rectified by the Consultant through the contractor(s);
- 7.4.2.3 assist the Employer / EIC in preparing and submitting all documents with all necessary details / information to be furnished to the statutory authorities in connection with the Project(s) components / sub-components to be opened to traffic. All relevant information as required to be furnished to the statutory authorities in connection with the Project(s) components / sub-components to be opened to traffic shall be furnished by the Consultant to the Employer / EIC;
- 7.4.2.4 assist the Employer in apprising statutory authorities both at the design stage and construction stage to obtain all necessary intermediate approvals as well as certification from the statutory authorities for successful opening of the Project(s) components / sub-components for commercial operations

7.4.3 **Project(s) Asset Management**

The Consultant shall submit asset management plan in consultation with the Employer / EIC which shall include the following:

- 7.4.3.1 policies to cover the full life cycle management of physical assets from design, construction, operation, inspection and maintenance;
- 7.4.3.2 policies to enable the Employer / EIC to take decision for renewal, alteration or replacement of any assets;
- 7.4.3.3 protocol and procedures for keeping record of information & location of all assets constituting the Project(s) i.e. keeping record of what the assets are and where they are located;
- 7.4.3.4 procedures for monitoring and storing information about condition of all assets;
- 7.4.3.5 processes for infrastructure assets life cycle management;
- 7.4.3.6 list other assets and condition, including, but not limited to, construction and maintenance equipment, vehicles, materials and system information;
- 7.4.3.7 deterioration rates for infrastructure assets;
- 7.4.3.8 determine requirements (short-term as well as long-term) necessary to conduct infrastructure maintenance at the recommended performance level; and
- 7.4.3.9 recommend suitable asset management tools

7.4.4 **Knowledge Management & Capacity Building**

The Consultant shall:

7.4.4.1 review the instruction manuals and specifications submitted by contractor(s) for approval of the Employer / EIC. The manuals and specifications not covered in the scope of contractor(s) shall be prepared by the Consultant for approval of the Employer / EIC. These shall include but not be limited to: (a) civil works manual; (b) commercial manual; (c) operating manual; (d) disaster management manual; (e) accident and safety manual; (f) environmental manual; (g) power supply manual; (h) lifts & escalators manual; (i) climate control; and (j) electrical & mechanical system and solar manual etc.

7.4.4.2 Training of Personnel of Employer / EIC

- (i) plan and design the training modules for personnel of the Employer / EIC for operation, maintenance and repair of various equipment, machines and plants supplied by contractor(s) and system in totality;
- (ii) arrange any trainings which are required for capacity building in consultation with the Employer / EIC;
- (iii) handover all relevant documents, conduct knowledge transfer in relation to the scope, and related areas necessary for the success of operation and maintenance phase of the Project(s); and
- (iv) assist the Employer / EIC in capacity building in identified areas, especially in resource mobilization, manpower planning, project management, contract administration, claims & dispute management, technology know-how and institutional capacity building

8. Reporting Requirements & their Timelines

8.1 The Consultant will prepare and submit the following reports, in hard and in soft copy, to the Employer / EIC in the format prepared by the Consultant and as approved by the Employer / EIC:

S. No	Particulars of the Report	No. of Copies	Content of the Report
1.	Inception Report	3	An Inception Report shall be submitted by the Consultant to the Employer / EIC presenting an initial technical appreciation of the services requirements and identifying both the overall work plan and the analytical steps (and associated assumptions) to reach to the solutions. It should prescribe the implementation of the proposed service methodology, approach, and provisional programs for completion of the Project(s). Comprehensive road map for implementation of the Project(s) will be an integral part of the Inception Report and it will include but not limited to prerequisites, precautionary measures, bottlenecks, check list for implementation plan and work schedule etc.
2.	As-is Assessment Report	3	An As-is Assessment Report shall be submitted by the Consultant, covering the aspects mentioned in clause 7.1.1.1 above
3.	Integrated Traffic Plan	3	An Integrated Traffic Plan shall be submitted by the Consultant, covering the aspects mentioned in clause 7.1.1.2 above

S. No	Particulars of the Report	No. of Copies	Content of the Report
4.	Site Survey Investigation Report(s)	3	A Site Survey Investigation Report(s) shall be submitted by the Consultant, covering the aspects mentioned in clause 7.1.1.2 (ii) above
5.	Detailed Master Plan including Architectural Design	3	Detailed Master Plan along with necessary drawings, reports, development control regulations, area statements, and other material shall be submitted by the Consultant in accordance with clause 7.1.1.2 (iii) above
6.	Detailed Technical Assessment Report	3	A Technical Assessment Report shall be submitted by the Consultant, covering the aspects mentioned in clause 7.1.1.2 (iv) above
7.	Land Acquisition Plans and Proposals	3	Land Acquisition Plans and Proposals to be submitted by the Consultant for the Project(s) in accordance with clause 7.1.1.2 (v)
8.	Roadmap for obtaining approvals / clearances	3	A report on the detailed roadmap for obtaining various clearances required for implementation of the Project(s) shall be submitted by the Consultant, covering the aspects mentioned in clause 7.1.2 above
9.	Standards / Policies / Procedures / Systems / Plans	3	Standards, policies, procedures, systems and plans shall be submitted by the Consultant in accordance with clause 7.1.3 above
10.	ICT MSI Plan	3	An ICT MSI Plan shall be submitted by the Consultant, covering the aspects mentioned in clause 7.1.4.1 above
11.	Project(s) Procurement Strategy	3	A Project(s) Procurement Strategy shall be submitted by the Consultant to the Employer / EIC, covering the aspects mentioned in clause 7.2.2.1 above
12.	QAP	3	A QAP shall be submitted by the Consultant to the Employer / EIC, covering the aspects mentioned in clause 7.3.2.5 (vii) above
13.	Interface Management Plan	3	An Interface Management Plan shall be submitted by the Consultant to the Employer / EIC, covering the aspects mentioned in clause 7.3.6.7 above

S. No	Particulars of the Report	No. of Copies	Content of the Report
14.	Monthly Progress Reports	3	<p>The Consultant has to ensure that various components / sub-components of the Project(s) are progressing in accordance with the approved work program. The Consultant shall prepare & submit a brief Monthly Progress Report summarizing the works accomplished by the contractor(s) and / or entities appointed for the Project(s) for the preceding month.</p> <p>The report shall showcase physical & financial progress and outline any problems encountered (administrative, technical or financial) and give details on the same. The report shall also record the status of payment of contractor(s) and / or entities appointed for the Project(s), monthly certificates of all claims for cost or time extensions, and of action required from the Employer / EIC to permit unconstrained works implementation.</p> <p>In addition to the above, the report shall also summarize the status of all the designs checked during the preceding month including design modifications / field changes etc. The report will also outline any design related technical problems encountered during construction, rectification & repair works methodology related to structures, Consultant's minutes of meetings (site, interface, etc.) and Consultant's recommendations on how these problems may be overcome.</p>
15.	Quarterly Progress Reports	3	<p>The Consultant shall prepare and submit a comprehensive Quarterly Progress Report summarizing all activities under the contract of contractor(s) and / or entities appointed for the Project(s) at the end of each quarter, and also at other times when considered warranted by the concerned stakeholders because of delay of the works or because of the occurrence of technical or contractual difficulties.</p> <p>Such reports shall include but not be limited to: (i) details of major milestones achieved by the contractor(s) and / or entities appointed for the Project(s); (ii) progress of the contractor(s) and / or entities appointed for the Project(s); (iii) all contract variations and change orders; (iv) status of contractor(s) and/or entities appointed for the Project(s) claims, if any etc. and will include brief descriptions of the technical and contractual problems being encountered, physical and financial progress, financial status of the contract as a whole consisting of the cost incurred, cost forecast and other relevant information on the ongoing contract.</p>
16.	Environmental Reports	3	<p>The Consultant shall prepare and submit a monthly Environmental Report which shall include but not be limited to (i) status of Project(s) specific statutory / regulatory compliances</p>

S. No	Particulars of the Report	No. of Copies	Content of the Report
			/ clearances, NOCs, licenses, permits etc. required to be obtained by contractor(s); (ii) status of the environmental impact resulting from construction activities such as noise & pollution levels, contamination of soil / ground water by construction waste / fuel & lubricants, damage / loss of vegetation due to contamination of soil / water, tree cutting and soil erosion & sedimentation as defined in the EMP; and (iii) mention the changes of environmental parameters as set out in the EMP
17.	Social Reports	3	The Consultant shall prepare and submit a monthly Social Report that captures monitoring of basic social indicators including information of grievance redressed, citizen engagement, land acquisition, health and safety of site workers, maintenance of labour standards, participation of female workforce etc.
18.	Asset Management Plan	3	An Asset Management Plan shall be submitted by the Consultant to the Employer / EIC, covering the aspects mentioned in clause 7.4.3 above
19.	Final Report	3	The Consultant shall prepare a Final Report that shall have all the information in connection with position of completion drawings, completion statements, contractors' disputes / claims etc.
20.	Project(s) Completion Report	3	The Consultant shall prepare a Completion Report that shall be inclusive of all data and drawings (including soft copies) pertaining to the execution of the contracts and shall be submitted at the time of completion of contractor(s) contract
21.	Manuals and Specifications	3	The Consultant shall prepare manuals and specifications not covered in the scope of contractor(s) for approval of the Employer / EIC, covering the aspects mentioned in clause 7.4.4.1 above.

Note:

1. *In addition to the above, the Consultant would also be required to submit reports related to Bid process management, QC, RFIs etc. whose contents and timelines shall be mutually decided upon during the execution of the Contract; and*
2. *The report submission shall be signed by the relevant Key Personnel for related chapters and final cover page shall be signed by the Team Leader*

9. Minimum organization required to be set up by Consultant

- 9.1 Upon commencement of the Assignment, the Consultant shall promptly begin setting up its exclusive organization to the satisfaction of the Employer / EIC and shall be housed in one place in the NCR. The location of the office shall have the approval of the Employer / EIC. This office shall be equipped with necessary facilities such as phone, fax, internet, photocopiers, scanners,

printers, workstations, task chairs, desk top computers, UPS, laptops, fax machines, servers for all programme data warehousing and all the necessary IT cabling & wiring etc. A record room with filing cabinets for files and drawings shall also be provided. The build-out shall include standard materials and finishes available in the market. The Consultant will be responsible for the annual O&M cost for the organization including but not limited to all office supplies, consumables and IT maintenance.

- 9.2 The Consultant shall develop the office layout plans and cost estimate for Employer's approval prior to office build-out. For the annual O&M expenditure component to be paid to the Consultant, all Bidders must use the stated amount in Form 5D, Section 5: Financial Bid Standard Forms. Payment for work will be on actual expenditures supported by documentary evidence but in no event shall be greater than the amounts shown in Form 5D, Section 5: Financial Bid Standard Forms.
- 9.3 The organization shall provide effective management of the tasks of the Contract including those that must be carried out concurrently by separate disciplines and teams. The organization shall also ensure that all information that becomes available during the design period is directed to the appropriate design teams and effective checking procedures are continuously maintained to ensure that required standards are met. The Consultant shall ensure that proper coordination between the different disciplines of Consultant are maintained. Further, the corresponding costs on account of establishment of organization shall be borne by the Consultant.

10. **Performance**

- 10.1 Notwithstanding any review of its organization structure, staff or manning schedules, the Consultant shall remain wholly responsible for providing the services in timely manner and Project(s) requirements. If, in the opinion of the Employer / EIC, the progress or performance of the Consultant's work is seen to be at any time inadequate to meet those requirements, the Consultant shall take necessary steps to improve them on being so notified. If within a reasonable period, the Consultant does not improve its progress or performance, the Employer / EIC, may by written notice, advise the Consultant to take additional measures, including changes in its organization, at no additional cost to the Employer / EIC. Such notice shall be in no way deemed to constitute a waiver of Employer's / EIC's rights to terminate the Agreement by reason of the Consultant's breach of Contract. Failure by the Employer / EIC to issue such a notice shall not relieve the Consultant of its obligation to achieve the required rate of progress and quality of work.

11. **Site Meetings**

- 11.1 The Experts assigned for proof checking shall attend site meetings physically / through Video Conferencing (VC), as and when required by the Employer / EIC, during the design stage and the construction phase. Meetings in which Employer / EIC requires physical presence of an Expert, for up to twenty-four (24) number of meetings, the cost shall be deemed to be included in the rates quoted by the Consultant. There will be no limitation for meeting through VC and the Experts shall attend VC as & when required and the cost of such VCs shall be deemed to be included in the rates quoted by the Consultant.

12. **Software Support**

The Consultant shall

- 12.1 use licensed version of software for carrying out the work as stipulated in the scope of work. The Consultant shall indemnify the Employer / EIC against any damage, expense, liability, loss or claim in this regard. The Consultant shall also provide copy of licenses of all software valid for full duration of Contract to the Employer / EIC; and

12.2 submit a software support plan immediately after award of Contract but before commencement of software installation. The Consultant shall submit the soft copies of each work (2D-3D) in the desired format and facilitate the Employer / EIC for easy accessibility of the soft copies.

13. Interaction with Employer / EIC / other Stakeholders

13.1 During the entire period of the Assignment, the Consultant shall assist Employer / EIC and provide any clarification regarding methods being followed and carryout modification as suggested by the Employer / EIC from time to time; and

13.2 The Employer / EIC and other Government officers may visit the site at any time, individually or collectively to acquaint themselves with the site. The representatives of the Consultant shall at all times be present to clarify any issue, if required.

14. Deficiencies of services

14.1 Deficiencies on part of the Consultant should be made good by the Consultant without any cost and time implications to the Employer / EIC. The deficiencies may include but shall not be limited to:

- (i) not performing the services as per the Contract and undue delay in submission of designs & reports;
- (ii) not acting impartially or acting in collusion with the contractor(s);
- (iii) failure to give proper and timely advice to the Employer / EIC or the contractor(s) to enable correction during execution;
- (iv) lack of proper coordination with the Employer / EIC and the contractor(s) to ensure smooth implementation of the Project(s); and
- (v) permitting sub-contracting of any works without authorization by the Employer / EIC

14.2 No additional claim of the Consultant for making good the deficiencies shall be admissible. In case of non-compliance of deficiencies as mentioned above, action may be taken by the Employer / EIC under the relevant clauses of the Contract.

15. Obligations of the Consultant

15.1 The Consultant shall:

- (i) at all times exercise all reasonable skill, care and diligence, in the discharge of his duties. The Consultant shall also be responsible for the accuracy and completeness of all the works envisaged under this Contract;
- (ii) be responsible for evolving an appropriate methodology in accordance with relevant industry standards, undertake all fieldwork and ensure that all data is quality assured & corrected wherever appropriate. The Consultant shall keep a record of all information collected and present this in a manner that allows making statistical comparisons. Qualitative or Quantitative assessments must be backed up by case studies and relevant industry examples;
- (iii) be responsible to ensure that the goods and services used on the Project(s) are appropriate, suitable and are reasonably costed. The designs and specification adopted on the Project(s) should be such that they, in no way, limit the requirements regarding competitive bidding. It is also essential that the Consultant is and remains impartial in the performance of its duties;
- (iv) in performance of all services, function in close co-ordination with the Employer / EIC; and
- (v) maintain full records relating to all aspects of the work covered under the Project(s). Such records shall be made available at all times to the Employer / EIC for inspection. Mere acceptance by the

Employer / EIC shall not relieve the Consultant of their professional obligations to correct at their own cost any errors in their work

15.2 All documents, plans, reports, drawings, engineering specifications and similar materials, and any data or records pertaining to the work, including soft copies thereof, shall be treated as confidential by the Consultant and shall not, without written consent of Employer / EIC, be made available to any unauthorized person and shall be delivered to Employer / EIC upon completion of the work and shall become the property of Employer / EIC. However, the Consultant may retain, for his own record, copies of the said plans and documents.

15.3 All consultancy works which are included in the scope of the Assignment shall be carried out by the Consultant and the Consultant cannot transfer any responsibility for completion of the Assignment to the Employer. To facilitate the Consultant to obtain data from various Government departments and other agencies, the Employer will only provide necessary assistance through letters authorizing the Consultant to obtain the data for the purpose of the Assignment. All follow up etc. in this regard will have to be done only by the Consultant.

16. Scope Exclusions

The Consultant’s scope of work shall include but not be limited to the parts covered above except the following:

- (i) Master Planning and Transaction Advisory related services for scope component III of the MMTH project;
- (ii) Planning, designing, procurement and construction supervision related services for scope component III of the MMTH project; and
- (iii) Any form of legal opinion, financial audit services, or any specialized services such as tax assessment to the Employer

17. Staffing Requirement & Eligibility Criteria

17.1 The Consultant shall form a multi-disciplinary on-site team (the "**Experts**") for undertaking the Assignment. The Experts must have relevant experience complying to the requirements of ToR, familiarity with the local conditions and prevalent local laws and must exhibit expertise of international standards in monitoring of large infrastructure projects. The Experts nominated by the Consultant must be confirmed as available for the Assignment to do the scheduled work. The Consultant’s team must comprise of highly qualified and experienced Key Personnel, best suited for the Assignment.

The educational qualification and professional experience of the Key Personnel are briefly described herein which would be considered for evaluation of the Technical Bids:

S#	Key Personnel	Educational Qualification	Professional Experience
1.	Team Leader	Graduate in Civil Engineering and Master’s Degree / Post Graduate Diploma (PGD) in Structural Engineering / Construction Management / Urban Planning / Architecture or equivalent	<ul style="list-style-type: none"> • Minimum experience of twenty (20) years in all facets of project life cycle including planning, design, construction and project management in the Railways / Metros / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment

S#	Key Personnel	Educational Qualification	Professional Experience
			<p>Zones / Urban Cities / Industrial Cities / Station Development projects</p> <ul style="list-style-type: none"> Should have led teams on two (2) Project Management Consultancy in the infrastructure sectors mentioned above
2.	Dy. Team Leader & Infrastructure Expert	Graduate in Civil Engineering and Master's Degree / PGD in Structural Engineering / Construction Management / Urban Planning / Architecture or equivalent	<ul style="list-style-type: none"> Minimum experience of fifteen (15) years out of which minimum ten (10) years of experience in project construction / implementation / supervision in the Railways / Metros / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities / Station Development projects Should have led teams on one (1) Project Management Consultancy assignment in the infrastructure sectors mentioned above
3.	Structural Design Expert	Graduate in Civil Engineering and Master's Degree / PGD in Structural Engineering or equivalent	<ul style="list-style-type: none"> Minimum experience of fifteen (15) years out of which minimum ten (10) years of experience in preparing detailed structural designs for Metros / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities / Station Development projects
4.	Architectural Design Expert	Graduate in Civil Engineering / Architecture and Master's Degree / PGD in Architecture or equivalent	<ul style="list-style-type: none"> Minimum experience of fifteen (15) years out of which minimum ten (10) years of experience in preparing architectural designs for Metros / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities / Station Development projects

S#	Key Personnel	Educational Qualification	Professional Experience
5.	Urban Planner / Designer	Graduate degree in Architecture / Civil and Master's Degree / PGD in Urban Planning / Urban Design or equivalent	<ul style="list-style-type: none"> Minimum experience of fifteen (15) years out of which minimum ten (10) years of experience in urban planning / designing in the Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities / Station Development projects
6.	Procurement & Contract Specialist	Graduate in Civil Engineering and Master's Degree / PGD in relevant field	<ul style="list-style-type: none"> Minimum experience of fifteen (15) years out of which minimum ten (10) years of experience in managing procurement of various goods / works contracts for Highways / Railways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic Zones / Special Investment Zones / Urban Cities / Industrial Cities / Station Development projects with Government Departments / PSUs. Should have relevant experience of working on multilateral funded (World Bank / ADB etc.) projects
7.	Transportation Expert	Graduate degree in any field and Master's Degree / PGD in relevant field	Minimum experience of fifteen (15) years out of which minimum ten (10) years of experience in traffic and transport related studies for passenger movement and in preparing transportation plans related to urban transport. Experience in planning of infrastructure and various types of operations inside transport hubs would be an advantage.
8.	Project Management Specialist	Graduate in Civil Engineering / Urban Planning Engineering	<ul style="list-style-type: none"> Minimum experience of fifteen (15) years out of which minimum ten (10) years of experience in project management for Highways / Railways / Metro Railways / Airports / Townships / Industrial Parks / Industrial Estates / Special Economic

S#	Key Personnel	Educational Qualification	Professional Experience
			Zones / Special Investment Zones / Urban Cities / Industrial Cities / Station Development projects

- 17.2 The Key Personnel stated above will be deployed by the Consultant under this Contract and rates thereof shall be quoted in Financial Bid along with the other expenses of consultancy required for performing the Assignment stated in this section and other sections of this RFQ cum RFP document.

Annex A

S No.	Particulars
1	Indian Railways
1.1	Assistance in signing of MoU between Indian Railways and the Employer for development of Railway Station
1.2	Approval for allowing private entities to undertake operation & maintenance of Railway station building
1.3	Platform and Building Plan approvals
1.4	Assistance for approval on ESP, Coach maintenance yard plan
1.5	Final clearances and approval on: <ul style="list-style-type: none"> • No. of originating and terminating trains • Underpass and skywalk construction
1.6	Approval for traffic blocks during construction
2	NMRCL
2.1	Drawings and planning for MMTH and MRTS station development
2.2	Approval on final alignment of MRTS line
2.3	Signing of MoU / finalization of obligations
3	DFCCIL
3.1	Final approval and clearance for underpass & skywalk construction
4	GNIDA / UP Govt. Departments
4.1	Final approval from Irrigation Department on construction around irrigation canal
4.2	NOC from Power Transmission Corporation for development around HT Lines as well as shifting HT/ LT lines as required
4.3	Assistance in Utility shifting – HT and LT lines, kabristan, ponds, temples etc.
4.4	NOC from Irrigation department for development of bridges on Irrigation canal
4.5	Assistance in Building Plan approval
4.6	Assistance in Setback and height specification approvals

4.7	Assistance in Registration Certificate of Shop or Commercial Establishment at Railway Station and ISBT/ LBT
4.8	Assistance for Electric Load sanction and Connection
4.9	Assistance in approval for Water during construction and during operations
4.10	Assistance in approval for development of external road connectivity for MMTH - including 60m road of MMTH to be extending towards the peripheral road around MMLH (along Shiv Nadar University Boundary) across the railway line and basically connecting MMTH with old NH 91 road
5	U.P Transport Department
5.1	MoU to be signed covering details of the obligations
5.2	Clearance and permits
5.3	Agreement to not develop ISBT in 15 kms radius till the time sufficient utilization of MMTH ISBT is reached
5.4	Agreement on number and destination of buses to be operated at MMTH
5.5	Agreement for allowance of private buses to halt at the ISBT (non – preferential treatment)

SECTION 7: STANDARD FORM OF CONTRACT

SECTION VII: STANDARD FORMS OF CONTRACT

CONTRACT FOR CONSULTANCY SERVICES

Between

[Name of Employer]

and

[Name of Consultant]

Dated: _____

I. FORM OF CONTRACT

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

GENERAL CONSULTANT (GC) FOR DEVELOPMENT OF MULTI MODAL TRANSPORT HUB (MMTH) AT GREATER NOIDA IN THE STATE OF UTTAR PRADESH (U.P.) UNDER DELHI-MUMBAI INDUSTRIAL CORRIDOR (DMIC) PROJECT

This CONTRACT FOR CONSULTANCY SERVICES (hereinafter called the “**Contract Agreement**”) is made at ----- on the ----- day of the month of ----- [●], by and between

------(a company incorporated under the Companies Act, 1956/2013, having its registered office at -----, hereinafter referred to as the “**Employer**” which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the **First Part**

AND

{[●] (a [company] incorporated under [●], having its registered office at [●], hereinafter referred to as the “**Consultant**”, which expression unless repugnant to the context or meaning thereof shall include its successors and permitted assigns)} – *(shall be applicable in case the Consultant is a single entity)*

{[●], (a [company] incorporated under [●], having its registered office at [●], hereinafter referred to as “[ABC]”); and

[●], (a [company] incorporated under [●], having its registered office at [●], hereinafter referred to as “[XYZ]”)

[ABC] and [XYZ] are hereinafter collectively referred to as the “**Consultant**”, which expression shall, unless repugnant to the context or meaning thereof, include the successors and permitted assigns of the Members} - *(shall be applicable in case the Consultant is a JV / Consortium)*

WHEREAS

- (A) The Government of India (“**GoI**”) has envisaged the development of Delhi Mumbai Industrial Corridor (“**DMIC**”) along the alignment of the proposed multi-modal high axle load Dedicated Freight Corridor (DFC) between Delhi and Mumbai covering an overall length of ~1,504 km. The Employer, a Special Purpose Vehicle (SPV) company, was incorporated by GoI to establish, promote and facilitate the development of DMIC;
- (B) The Employer had issued a Letter of Invitation to interested Bidders, a copy of which is annexed as Appendix G, and called for Bids, vide its Request for Proposal dated [●] (“**Request for Qualification cum Request for Proposal**” or “**RFQ cum RFP**”), for the appointment of a Consultant for the {Assignment}, under the DMIC project in accordance with the terms specified in the RFQ cum RFP document;
- (C) The Consultant, {which is a JV / Consortium comprising of (i) _____, (ii) _____, and (iii) _____)} had submitted a Financial and a Technical Bid for the Assignment in accordance with the RFQ cum RFP and has represented to the Employer that it possesses the required professional skills, personnel and technical resources to provide the consulting services as specified in the RFQ cum RFP;
- (D) After the evaluation of the Bids submitted by the Bidders, the Employer shortlisted the Bid submitted by the Consultant. Thereafter, the Employer and the Consultant participated in negotiations pursuant to which the Consultant was issued a Work Order on _____, a copy of which annexed hereto; and
- (E) The Consultant has proposed to the Employer to render certain consulting services and the Employer has agreed to avail of such services from the Consultant, in accordance with the terms and conditions specified in this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. CONTRACT

The Parties shall be bound by the terms and conditions contained in this Contract. “**Contract**” shall mean, collectively, this Form of Contract, the General Conditions of Contract (“**GCC**”), the Special Conditions of Contract (“**SCC**”), the Appendices listed below, all Work Orders, Supplementary Work Orders and any other appendices, annexes, schedules, exhibits and documents that may from time to time be attached hereto or thereto, or incorporated herein or therein, and as any or all of the same may be amended, modified or supplemented, or superseded, from time to time in accordance with the terms of clause 1.8 of the GCC.

The following Appendices shall form an integral part of this Contract:

APPENDIX A:	Terms of Reference (ToR) containing, inter-alia, the description of the Assignment and reporting requirements
APPENDIX B:	Key Personnel & Additional Personnel and their minimum qualification & experience requirements
APPENDIX C:	Approach and Methodology
APPENDIX D:	Duties of the Employer
APPENDIX E:	Monthly Rates, Yearly Fee Ceilings, Yearly Contract Value Ceilings, Contract Fee Ceiling, Contract Value Ceiling and maximum Out of Pocket Expenses (OPEs)
APPENDIX F:	Copy of RFQ cum RFP document, Technical & Financial Bid submitted by the Consultant, and as amended pursuant to the post Bid negotiations
APPENDIX G:	Copy of Letter of Invitation
APPENDIX H:	Copy of Work Order
APPENDIX I:	Copy of Bank Guarantee for Performance Security
APPENDIX J:	Work Order for the First Year, task assignment, work programme, milestones, payment schedule, manning schedule and schedule for submission of various deliverables.
APPENDIX K:	Indexation mechanism
APPENDIX L:	Approved Sub-consultants for the First Year
APPENDIX M:	Integrity Agreement

2. RIGHTS AND OBLIGATIONS

2.1 The mutual rights and obligations of the Employer and the Consultant shall be as set forth in the Contract; in particular:

2.1.1 the Consultant shall carry out the Assignment in accordance with the provisions of the Contract including without limitation, the ToR annexed herewith and, in the manner, set out in Approach & Methodology (Appendix C) submitted by the Consultant along with the Bid with effect from _____;

2.1.2 the Employer shall be responsible to comply with its obligations set forth in Appendix D and make payments to the Consultant based on the monthly rates for the Consultant's Key Personnel and the Additional Personnel as set forth in Appendix E hereof and in accordance with the provisions of this Contract;

2.1.3 the Consultant shall plan, monitor and control all aspects of the Project(s) to achieve on-schedule delivery of the Project(s), in compliance with the quality standards specified by the Employer for various components of the Project(s), within the estimated budget. Without prejudice to the generality of the foregoing, the Consultant shall:

- (i) perform the Assignment as detailed in the ToR and each Work Order & Supplementary Work Order, including any services that are reasonably inferable there from in accordance with Good Design, Engineering and Construction Practices;
- (ii) be responsible for the planning, integration and administration of the Project(s);
- (iii) coordinate and manage works related to the Project(s);
- (iv) monitor the progress of various components of the Project(s) and the performance of the contractors, other consultants, design professionals and other entities involved in execution of the Project(s);
- (v) prepare the preliminary design for the trunk infrastructure and the ECC envisaged
- (vi) identify risks, problems and issues related to the Project(s) and escalate them as appropriate;
- (vii) coordinate and liaison with the contractors, other consultants and other entities involved in the development of the Project(s);
- (viii) ensure effective communication between the various entities involved in the execution of the Project(s), Government authorities and other stakeholders;
- (ix) arrange meetings with various entities, in consultation with the Employer and maintain records of the proceedings;
- (x) manage resources made available for the Project(s); and
- (xi) maintain relevant documentation related to the Project(s)

3. PRIORITY OF DOCUMENTS

The Form of Contract and other documents comprising this Contract are to be taken as mutually explanatory. The Parties expressly agree that to the extent of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting this Contract, the documents shall be interpreted in the following order of precedence:

- (i) the Form of Contract will override all provisions of other documents comprising the Contract;
- (ii) the provisions of the SCC shall be subject to the Form of Contract, but shall override all provisions of other documents comprising this Contract;
- (iii) the provisions of the GCC shall be subject to the Form of Contract and the SCC, but shall take precedence over all other documents comprising this Contract;
- (iv) the Appendices shall be subject to each of the Form of Contract, SCC and the GCC; and
- (v) within each of the documents comprising this Contract, in case of any ambiguities or discrepancies, the specific clause relevant to the issue will prevail over the general clauses

4. WORK ORDERS

- 4.1 The first Work Order to be undertaken by the Key Personnel and to be completed within one (1) year of the Effective Date is set forth in Appendix J hereto. In the event, the Employer exercises its option to extend the term of this Contract beyond the First Year or any Subsequent Year (as the case may be) in accordance with clause 2.3 of the SCC, the Employer shall, in consultation with the Consultant, issue specific Work Orders in respect of each such Subsequent Year, which shall be subject to the terms and conditions of this Contract. In case of extension of time, validity of the Performance Security shall also be extended in accordance with clause 6.5 of SCC.
- 4.2 The Work Orders shall contain detailed provisions regarding the scope of services, staffing level (including the Key Personnel and Additional Personnel expected to be deployed for performance of the Assignment), quantum of work required from the Key Personnel and the Additional Personnel, a list of approved sub-consultants (based on the list of proposed sub-consultants provided by the Consultant), deliverables and milestones in respect of each deliverable under such Work Order, schedule for submission of deliverables, payment schedule, Work Order Value and other such issues in respect of the services to be performed by the Consultant. Subject to adjustment of the rates, the maximum OPEs and Contract Fee Ceiling in accordance with the provisions of this Contract, the sum of the aggregate fees payable to the Consultant and the aggregate reimbursable OPE in respect of all Work Orders and Supplementary Work Orders issued during the term of this Contract shall not exceed the Contract Value Ceiling as set forth in Appendix E.
- 4.3 The Yearly Fee Ceilings, Yearly Contract Value Ceilings for the First Year and for each Subsequent Year and the Contract Fee Ceiling are as set forth in Appendix E. The deliverables, the monthly milestones in respect of each deliverable and the maximum fee payable in respect of each milestone of every deliverable (as a percentage of the Work Order Value) for the services to be performed in the First Year is as set forth in Appendix J and clause 6.6 of SCC. The Parties agree that, except for the Yearly Fee Ceiling for the First Year which shall not be subject to change except as expressly provided in this Contract, the Yearly Fee Ceiling for any Subsequent Year may be subject to a proportionate increase or decrease at the time of issuance of a Work Order in the event the Employer increases or reduces the level of deployment as set forth in the RFQ cum RFP.
- 4.4 In respect of each Subsequent Year, the Employer shall at least sixty (60) days prior to the commencement of each Subsequent Year, consult with the Consultant on the level of deployment and effort of the Key Personnel and the Additional Personnel, as applicable, required by the Consultant in respect of each deliverable under the Work Order to be issued by the Employer for the immediate Subsequent Year and the division of such man-months between the Key Personnel and the Additional Personnel. The Employer shall also consult with the Consultant regarding identification of the milestones in respect of each deliverable under a Work Order and the maximum fee payable in respect of a milestone of every deliverable to be specified in the Work Order.
- 4.5 The Consultant shall, no later than forty five (45) days prior to each Subsequent Year, also provide to the Employer, a list of sub-consultants (together with details of the experience of such proposed sub-consultants) that it proposes to engage in relation to the Assignment to be rendered in such Subsequent Year and also such other details as may be sought by the Employer.
- 4.6 The Consultant agrees and acknowledges that it would be obliged to effect the services set out in any Work Order even if it disputes the quantum of work required from the Key Personnel and the Additional Personnel, milestones identified or any other particulars as set forth therein. Pending resolution of such dispute in accordance with clause 5 of the Form of Contract, the Employer will pay for the milestones achieved under such Work Order as per the terms thereof.

5. GOVERNING LAW, DISPUTE RESOLUTION

- 5.1 This Contract shall be governed by and be construed and interpreted in accordance with Indian law and subject to clause 5.2 below, the courts of New Delhi, India shall have exclusive jurisdiction over all matters arising out of or relating to this Contract.

5.2 If any dispute or difference of any kind whatsoever arises between the Parties in connection with or arising out of or relating to or under this Contract, including disputes related to its validity, interpretation, breach or termination (“**Dispute**”), the Parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the Party raising the Dispute notifies the same to the other Party, either Party may refer such Dispute for arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the Parties; {provided that in case the Consultant is a JV / Consortium, the arbitrator agreed between the Member in Charge and the Employer shall be deemed to have been appointed by the Member in Charge on behalf of all the Members}. In case of failure of the Parties to mutually agree on a sole arbitrator, the arbitral tribunal shall consist of three (3) arbitrators. The Employer and the Consultant shall appoint one arbitrator each {(in case the Consultant is a JV / Consortium, the arbitrator designated by the Member in Charge shall be deemed to have been jointly appointed by all Members)} and the two (2) arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi and the arbitration shall be conducted in the English language. The provisions of the Arbitration & Conciliation Act, 1996 read with the Arbitration & Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof shall govern the arbitral proceedings. The Parties shall use their reasonable efforts to facilitate the conduct of the arbitration proceedings in an expeditious manner and the award rendered by the arbitral tribunal shall be final and binding on the Parties. In case of a sole arbitrator, the costs and expenses of the sole arbitrator shall be shared equally between the Parties and in case the arbitral panel consists of three (3) arbitrators, each Party shall bear the cost of the arbitrator appointed by it and the costs of the third / presiding arbitrator shall be shared equally between the Parties, provided that the arbitral tribunal shall have the power to make an order in respect of costs. The Parties agree that nothing contained herein shall restrict or impair the power of the arbitral panel to make an award in respect of the costs and expenses of the arbitral proceedings and the apportionment thereof.

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 EMPLOYER

FOR AND ON BEHALF OF CONSULTANT

BY AUTHORISED REPRESENTATIVE

BY AUTHORISED REPRESENTATIVE

Name:

Name:

Designation:

Designation

Witness

Witness

Signature:

Signature:

Name:

Name:

Address:

Address:

Notes:

1. *In this draft, provisions which have been indicated in curly brackets may need to be retained / omitted in the Contract depending on whether the Consultant is a single entity or a JV / Consortium*
2. *In case the Consultant is a JV / Consortium, each of the Member shall execute the Contract*

I. GENERAL CONDITIONS OF CONTRACT (GCC)

1. GENERAL PROVISIONS

1.1 Definitions

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

- 1.1.1 **“Additional Personnel”** means personnel other than the Key Personnel engaged by the Consultant in respect of the Assignment, in accordance with the terms of this Contract;
- 1.1.2 **“Accepted”** means accepted in writing by the Employer including subsequent written confirmation on previous verbal acceptance, if any and **“Acceptance”** means acceptance in writing including as aforesaid;
- 1.1.3 **“Applicable Law”** means all applicable laws of India , including statutes, bye-laws, rules, regulations, notifications, circulars, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, made pursuant thereto, all applicable schemes, guidelines, administrative and departmental regulations of Government authorities having authority or jurisdiction in relation to the Project(s) or any part thereof or having authority or jurisdiction in relation to the performance or discharge of the respective rights and obligations of the Parties hereunder, all judgments, decrees, injunctions and orders of any court or tribunal of competent jurisdiction and any other instruments having the force of law in India as they may be issued and in force from time to time;
- 1.1.4 **“Approved”** means approved by the Employer in writing and **“Approval”** means approval by the Employer as aforesaid;
- 1.1.5 **“Affiliate”** means, with respect to any Party, any other entity that, directly or indirectly: (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and **“Control”** with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than fifty percent (50%); and the terms **“Controlling”** and **“Controlled by”** shall be construed accordingly. Further, if the Consultant is a JV / Consortium, any reference to an Affiliate of the Consultant shall be deemed to include an Affiliate of any of its Members;
- 1.1.6 **“Assignment”** means the works / services to be performed / provided by the Consultant pursuant to this Contract;
- 1.1.7 **“Bidder or Tenderer”** means a private company / public company / partnership constituted under the relevant laws and who applies for this RFQ cum RFP
- 1.1.8 **“Bid or Tender”** means the Technical and Financial Bids as mentioned under this RFQ cum RFP document
The word **“Tender”** is synonymous with **“Bid”**, and **“Tenderer”** with **“Bidder”**;
- 1.1.9 **“Contract Value Ceiling”** means the sum of the Contract Fee Ceiling and the maximum aggregate OPEs (for a four (4) year term) that may be claimed by the Consultant under this Contract;
- 1.1.10 **“Engineer-In-Charge (EIC) or Engineer”** means the Employer’s personnel authorized to direct, supervise and be in-charge of the Assignment on behalf of the Employer, as specified in Special Conditions of Contract (SCC);
- 1.1.11 **“First Year”** has the meaning ascribed thereto in clause 2.3 of SCC;

- 1.1.12 “**Key Personnel**” means the main key professional staff to be provided by the Consultant, as specified in Appendix B;
- 1.1.13 “**GCC**” means General Conditions of Contract;
- 1.1.14 “**Good Design, Engineering and Construction Practices**” means the most relevant international practices, methods, standards with respect to planning, design, construction, commissioning, testing, operating, maintenance and repair of works with characteristics comparable to those of the Project(s), taking into account factors including the location of the Project(s), and without prejudice to the foregoing, shall include the performance of the Assignment:
- (a) in a sound and workmanlike manner, with reasonable skill, care and diligence and applying generally accepted engineering, construction and management practices and procedures and in accordance with Applicable Laws and applicable codes and standards;
 - (b) in an expeditious manner and without unnecessary or unreasonable delay; and
 - (c) using appropriate internationally accepted standards in respect of consultancy and workmanship applicable to the Assignment for works having characteristics comparable to those of the Project(s);
- 1.1.15 “**Government**” means the Government of Employer’s country;
- 1.1.16 “**Local Currency**” means the currency of the Government;
- 1.1.17 “**Member**”, means any of the JV / Consortium Member, and “**Members**” means all of the JV / Consortium Members;
- 1.1.18 “**Member in Charge**” means the JV / Consortium member designated as the Member In Charge or the Lead Member during the selection process pursuant to the RFQ cum RFP who shall be authorised and entitled to act on behalf of each of the Member comprising the Consultant in respect of their rights and remedies under this Contract;
- 1.1.19 “**Material Adverse Effect**” means material adverse effect on (a) the ability of the Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Contract; and / or (b) the legality, validity, binding nature or enforceability of this Contract on the Consultant;
- 1.1.20 “**OPE**” means Out of Pocket expenses;
- 1.1.21 “**Party**” means the Employer or the Consultant, as the case may be, and “**Parties**” means both of them;
- 1.1.22 “**Performance Security**” means the irrevocable and unconditional bank guarantee provided by the Consultant from a Scheduled Indian Bank as guarantee for the performance of its obligations in respect of this Contract, in the form set out in Appendix I and in accordance with the provisions of the SCC. For the purpose of clarity, Scheduled Indian Bank shall mean State Bank of India and its Associates, Nationalised Banks, Other Public Sector Banks and Private Sector Banks as prescribed in the Second Schedule to the RBI Act, 1934;
- 1.1.23 “**Personnel**” means persons engaged by the Consultant or by any Sub-consultant and assigned to the performance of the Assignment or any part thereof; provided always that Personnel constituting the Key Personnel shall be employees of the Consultant {(or in case the Consultant is a JV / Consortium, employees of any of the Member)};
- 1.1.24 “**SCC**” means the Special Conditions of Contract by which these GCC may be amended or supplemented;
- 1.1.25 “**State Government**” means the Government of the State in which the Project(s) is located;
- 1.1.26 “**Sub-consultant**” means any entity to which the Consultant subcontracts any part of the Assignment in accordance with the provisions of clause 3.4 of the GCC;
- 1.1.27 “**Subsequent Year**” has the meaning ascribed thereto in clause 2.3 of the SCC;

- 1.1.28 “**Supplementary Work Order**” has the meaning ascribed thereto in clause 5.5.1 of the GCC;
- 1.1.29 “**Taxes**” means all taxes, duties, levies, cess, imposts, surcharge, assessments, fees, charges and other impositions as may be levied under the Applicable Law but excluding Goods & Service Tax (GST);
- 1.1.30 “**Work Order**” means a work order in respect of the services to be rendered in the First Year or any Subsequent Year, as the case may be, issued by the Employer, in consultation with the Consultant, detailing the scope of services to be performed by the Consultant, the deliverables, the milestones pertaining to each deliverable and other details as required under this Contract;
- 1.1.31 “**Work Order Value**” means, in respect of a Work Order or a Supplementary Work Order, as the case may be, an amount equal to the aggregate of the fees payable in respect of the deliverables under such Work Order or Supplementary Work Order, as applicable;
- 1.1.32 “**Yearly Contract Value Ceiling**”, in respect of the First Year and each Subsequent Year, means the sum of the Yearly Fee Ceiling for the First Year or Subsequent Year, as the case may be, and the maximum aggregate OPE that may be claimed by the Consultant under this Contract for the First Year or Subsequent Year, as the case may be; and
- 1.1.33 “**Yearly Fee Ceiling**” means the fee ceilings specified in respect of the First Year and each Subsequent Year in Appendix E.

1.2 **Language**

This Contract has been executed in the language specified in the SCC, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract. If no language is stated there, the language for communications shall be the language in which the Contract (or most of it) is written.

1.3 **Location**

The Assignment shall be performed at such locations as are specified in the RFQ cum RFP document, this Contract or a Work Order or Supplementary Work Order and, where the location of a particular task is not so specified, at such locations, whether in country or elsewhere, as may be required by the Employer.

1.4 **Authorized Representatives**

- 1.4.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Consultant may be taken or executed by the officials designated in the SCC as the representatives of the Employer and the Consultant, as the case may be; provided that either Party may, from time to time, by fifteen (15) days notice in writing, change its authorised representative {In case the Consultant is a JV / Consortium, the authorised representative of the Consultant shall be an employee of the Member in Charge}. Notwithstanding anything to the contrary in this Contract, the Employer’s representative shall have no authority to (a) amend, alter, modify or waive any provision or term of this Contract, or (b) relieve the Consultant of any of its duties, obligations or responsibilities under this Contract or waive any failure or breach on the part of the Consultant.

- 1.4.2 For all purposes of the Contract including arbitration thereunder, the address of the Consultant specified in SCC shall be the address to which all communication addressed to the Consultant shall be sent, unless the Consultant has notified a change by a separate letter containing no other communication and sent in original or by e-mail due to the address of the Employer specified in SCC.

The Consultant shall be solely responsible for the consequence of an omission to notify a change of address in the matter aforesaid. Any communication or notice on behalf of the Employer, in relation to the Contract may be issued to the Consultant by the Employer, and such communications & notices may be served on the Consultant either by email or fax or courier or registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the Employer.

1.5 Taxes and Duties

1.5.1 Unless otherwise specified in the SCC, the rates and the Yearly Fee Ceilings and the Contract Fee Ceiling stipulated in this Contract shall be deemed to include and the Consultant shall administer, bear and pay all direct & indirect Taxes, including any Taxes in connection with the performance of the Consultant's obligations under this Contract and the payments to be made by the Employer to the Consultant.

1.5.2 The Employer shall be entitled to deduct any Taxes required to be deducted at source under Applicable Law from any payments to be made by it to the Consultant. Further, in the event that the Employer receives notification or assessment of any Taxes (whether as an agent, or in substitution of the Consultant, any Sub-consultants or its Personnel, servants, agents or otherwise) in respect of or arising out of the performance of the Consultant's obligations under this Agreement which remain outstanding, the Employer shall notify the Consultant of the same and the Consultant shall promptly take all necessary action for settlement and / or any other lawful disposal of such notification or assessment. Furthermore, the Consultant shall pay forthwith on demand to the Employer all costs including fines and penalties, which the Employer may incur as a result of:

- (a) the Employer having been required by any Government authority to pay any Taxes which the Consultant is liable to bear hereunder; or
- (b) any cost actually sustained by the Employer for failure by the Consultant to pay any Taxes for which it is responsible under this Contract

1.6 Interpretation.

In this Contract, unless otherwise stated or except where the context otherwise requires:

1.6.1 The marginal headings or notes of each of the clauses in these conditions shall not be deemed as a part thereof or to be taken into consideration in the interpretation or construction thereof of the Contract;

1.6.2 The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender;

1.6.3 A reference to any document, agreement, deed or other instrument (including, without limitation, references to this Contract) shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, novated or substituted;

1.6.4 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be;

1.6.5 A reference to any Applicable Law includes any amendment, modification, reenactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to;

1.6.6 Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning; The words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed ejusdem generis with any foregoing words;

1.6.7 Wherever in the Contract, provision is made for the giving or issuing of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words 'notify', 'certify' or 'determine' shall be construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed;

- 1.6.8 Wherever in the Contract, provision is made for the giving or issuing of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words ‘notify’, ‘certify’ or ‘determine’ shall be construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed;
- 1.6.9 In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract;
- 1.6.10 Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done;
- 1.6.11 The rule of interpretation which requires that a contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract;
- 1.6.12 References to a person (or to a word importing a person) shall be construed so as to include:
- (a) Individual, firm, partnership, trust, JV / Consortium, company, corporation, body corporate, unincorporated body, association, organization, any Government, or state or any agency of a Government or state, or any local or municipal authority or other Government authority (whether or not in each case having separate legal personality);
 - (b) That person’s successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
 - (c) References to a person’s representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives
- 1.6.13 Reference to a “day” shall mean a calendar day; and
- 1.6.14 Reference to a provision of the GCC shall be a reference to such provision as may be amended or supplemented by the SCC
- 1.7 **Joint and Several Liability: Collective Action by Members**
- 1.7.1 In the event the Consultant is a JV / Consortium, the Members shall be deemed to be jointly and severally liable to the Employer for the performance of this Contract. Without prejudice to the foregoing, the Employer shall be entitled to terminate this Contract in the event of any change in the structure or composition of the JV / Consortium, including the Member in Charge ceasing to act as such.
- 1.7.2 Without prejudice to the joint and several liability of all the Members, each Member agrees that it shall exercise all rights and remedies under this Contract through the Member in Charge and the Employer shall be entitled to deal with such Member in Charge as the representative of all Members. Each Member agrees and acknowledges that, notwithstanding anything to the contrary in the Memorandum of Understanding / Joint Bidding Agreement or any other such agreement or arrangement between the Members:
- (a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to this Contract shall be deemed to have been on its behalf and shall be binding on it. The Employer shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
 - (b) consolidated invoices for the services performed by all the Members shall be prepared and submitted by the Member in Charge and the Employer shall have the right to release payments solely to the Member in Charge and the Employer shall not in any manner be responsible or liable for the *inter se* allocation of payments, works etc. among the Members; and

- (c) any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to clause 1.4 of the GCC) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Members

1.8 **Amendment / Modification / Variations**

- 1.8.1 Any amendment or modification or variation of the terms and conditions of this Contract (i.e. during the Contract period as well as any extension period thereof), including any amendment or modification or variation of the scope of the services or staff assigned or rates or Yearly Fee Ceilings or the Contract Fee Ceiling stipulated hereunder, may only be made by written mutual agreement between the Parties.

2. **COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both the Parties or such later date as may be stated in the SCC ("**Effective Date**").

2.2 **Commencement of Services**

The Consultant shall commence the Assignment from the sixteenth (16th) day of the Effective Date or any date prior to that with written approval from the Employer ("**Commencement Date**"). If the Consultant does not commence the Assignment within the aforesaid period or if the Consultant fails to provide the Performance Security within the period specified in the SCC, the Employer may, by not less than seven (7) days notice to the Consultant, declare this Agreement to be null and void and this Contract shall stand terminated in the event of such declaration and the Consultant shall be deemed to have accepted such termination. Further, the Employer may, in the event of such termination, forfeit the Performance Security as liquidated damages and not as penalty, in respect of losses and costs incurred by the Employer on account of such termination; provided that in the event the Performance Security has not been submitted by the Consultant, the Employer shall be entitled to forfeit the Bid Security and claim the remaining sum (by which the value of the Performance Security exceeds the Bid Security) from the Consultant. The Parties agree that the liquidated damages amount specified herein are a genuine pre-estimate as of the date hereof of damages likely to be incurred.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to clause 2.5 of the GCC, this Contract shall expire when Assignment has been completed to the satisfaction of the Employer and all undisputed payments have been made or at the end of such time period as shall be specified in the SCC, whichever is later.

2.4 **Force Majeure**

2.4.1 **Definition**

For the purposes of this Contract, "**Force Majeure**" means an event, act, or circumstances, or combination of events, acts or circumstances, which materially and adversely affects the affected Party's performance of its obligations pursuant to the terms of this Contract, but only if and to the extent that such events, acts or circumstances are beyond the reasonable control of the affected Party, were not the fault of the affected Party, were not reasonably foreseeable at the time of execution of this Contract and could not have been prevented or overcome or mitigated by the affected Party through the exercise of Good Design, Engineering and Construction Practices. Force Majeure includes, but is not limited to war, riots, civil disorder, strikes (excluding strikes or labour disturbance at the facilities of the Consultant or Employer), earthquake, pandemic, fire, explosion, storm, flood or other adverse weather conditions, any unlawful or unauthorized act, failure to act, restraint or regulation, of any Government authority (other than the Employer) affecting the performance by a Party of its obligations hereunder; but shall not include the following circumstances, except to the extent that they are consequences of an event of Force Majeure:

- (a) unavailability of Personnel or unavailability, late delivery, or changes in cost of any material, equipment, services, technology, software required for the performance of the Assignment; or
- (b) insufficiency of finances or funds, financial insolvency, financial distress or this Contract becoming onerous to perform; or failure to comply with any Applicable Law; or
- (c) any delay or default of any Sub-consultants or Personnel; or
- (d) any event which a diligent Party could reasonably have been expected both to take into account at the time of conclusion of this Contract, and avoid or overcome in carrying out of its obligations hereunder

2.4.2 **No Breach of Contract**

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

- (a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and to mitigate the consequences of any event of Force Majeure; and
- (b) has informed the other party as soon as possible, and in any event within a period of seven (7) days of the occurrence of the Force Majeure event:
 - (i) about the occurrence of such an event;
 - (ii) the dates of commencement and estimated cessation of such event of Force Majeure; provided that in case of a continuing Force Majeure event, the affected Party shall provide periodic reports at intervals of not more than seven (7) days; and
 - (iii) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

The affected Party shall also notify the other Party of the cessation of the Force Majeure event. The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above. Further, the affected Party shall not be relieved of the performance of that part of its obligations under this Contract which is not affected by the event of Force Majeure.

2.4.3 **Extension of Time**

If either Party becomes unable to perform all or part of its obligations under this Contract on account of an event of Force Majeure, the affected Party shall be permitted an extension of time for the performance of such obligations to the extent affected by the event of Force Majeure and, if the Consultant is the affected Party, it shall be entitled to an extension of time for the performance of the relevant services for a period equal to the time during which the impossibility of performance due to Force Majeure continues. Further, to the extent the Consultant is required to re-mobilize its Personnel for resuming the performance of its obligations under the Contract consequent to an event of Force Majeure, the Consultant shall be entitled to an extension of time for such period as may be determined by the Client in consultation with the Consultant.

2.4.4 **Payments**

- 2.4.4.1 During the period of existence of an event of Force Majeure, to the extent the Consultant is unable to perform any services as a result of such event of Force Majeure, the Consultant shall not be entitled to continue to be paid under the terms of this Contract or to be reimbursed for any costs incurred by it during such period (except to the extent such costs relate to that part of the services that the Consultant continues to perform in accordance with the provisions of this Contract), provided that the Consultant shall be paid reasonable and properly incurred expenses in demobilizing and reactivating the services after the end of such period.
- 2.4.4.2 In the event of Force Majeure affecting the Project(s), the Consultant and the Employer shall discuss and mutually agree on adjustments, if any, that may be required to the scope, level or schedule of the

services provided by the Consultant and the remuneration payable to the Consultant and any such mutually agreed changes shall be given effect by issuance of a Supplementary Work Order by the Employer.

2.5 Termination

2.5.1 By the Employer

The Employer may terminate the Agreement if:

- (a) the Consultant becomes insolvent or bankrupt or is unable to pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for the benefit of its creditors; or
- (b) any meeting is convened for consideration of a resolution for, or a resolution is passed for the voluntary winding up of the Consultant, or if the Consultant commences a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary proceeding under any such law, or consents to the appointment or taking possession by a receiver, liquidator, assignee (or similar official) for any part of its property; or
- (c) an involuntary proceeding against the Consultant has been commenced under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect, or in any case, proceeding or other action for the appointment of a receiver, liquidator, assignee (or similar official) for any part of its property, or for the winding up or liquidation of its affairs, or other action has been presented to a court or other Government authority, and such proceedings are not dismissed, withdrawn or stayed within sixty (60) days of such commencement; or
- (d) a Material Adverse Effect occurs; or
- (e) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to clause 5 of the Form of Contract; or
- (f) the Consultant submits to the Employer a false statement which affects the rights, obligations or interests of the Employer; or
- (g) any document, information, data or statement submitted by the Consultant in its Bid in response to the RFQ cum RFP, based on which the Consultant was considered eligible or successful is found to be false, incorrect or misleading; or any representation or warranty of the Consultant set forth in this Contract is found to be false, incorrect or misleading; or
- (h) there is a breach of the Consultant's obligations under clause 3.2 of the GCC; or
- (i) the Consultant repudiates or abandons this Contract or otherwise takes any action or evidences or conveys an intention not to be bound by this Contract; or
- (j) the aggregate liquidated damages payable by the Consultant under clause 8 of the GCC exceed the ceiling specified thereunder; or
- (k) there is any other breach of the Consultant of the provisions of this Contract or if the Consultant does not remedy a failure in the performance of its obligations under the Contract to the satisfaction of the Employer, within a period of sixty (60) days or such longer period as the Employer may have subsequently approved in writing; or
- (l) there is any change in the structure or composition of the JV / Consortium constituting the Consultant, including the Member in Charge ceasing to act as such; or
- (m) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Assignment to be performed under a Work Order or a Supplementary Work Order, as the case may be, for a continuous period of more than one hundred and twenty (120) days or an aggregate period exceeding one hundred and fifty (150) days in the First Year or in any Subsequent Year (in case the term of this Contract is extended by the Employer); or

- (n) the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract
- (o) if the Consultant, in the judgment of the Employer has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
- (p) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client

{The Members constituting the Consultant further agree and acknowledge that the occurrence of the events listed in this clause 2.5.1 in respect of any Member shall be deemed to be occurrence of such event in respect of all the Members and the Consultant and the Employer shall have the right to terminate this Contract in accordance with the provisions hereof}

Upon the occurrence of the any of the events specified above, the Employer shall give at least thirty (30) days' written notice to the Consultant for terminating this Contract. For the avoidance of doubt, it is hereby clarified that the aforesaid notice period of thirty (30) days shall not be deemed to be a cure period and would be for the purpose of taking steps to bring the Assignment to a close in a prompt and orderly manner.

2.5.2 **By the Consultant**

The Consultant may terminate this Contract upon the occurrence of any of the following events:

- (a) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Assignment to be performed under any Work Order, as the case may be, for a continuous period of more than one hundred and twenty (120) days or an aggregate period exceeding one hundred and fifty (150) days in the First Year or in any Subsequent Year (in case the term of this Contract is extended by the Employer); or
- (b) if the Employer does not remedy a failure in the performance of its obligations under this Contract, within a period of sixty (60) days after receipt of a notification from the Consultant or within such further period as the Consultant may have subsequently approved in writing; or
- (c) if the Employer fails to comply with any final decision reached as a result of arbitration proceedings pursuant to clause 5 of the Form of Contract

Upon the occurrence of the any of the events specified above, the Consultant may, by not less than thirty (30) days' written notice to the Employer, terminate this Contract. For the avoidance of doubt, the Parties agree that the aforementioned period of thirty (30) days shall not be deemed to be a cure period and would be for the purpose of taking steps to taking over the performance of services from the Consultant in a prompt and orderly manner.

2.5.3 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to clauses 2.5.1 and 2.5.2 of the GCC, the Consultant shall, immediately upon dispatch or receipt of such notice, as the case may be, take all necessary steps to bring the Assignment 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 the Employer, the Consultant shall proceed as provided under clause 3.6 of the GCC.

2.5.4 **Payment upon Termination**

- (a) Upon termination of this Contract pursuant to clause 2.5.1 (other than sub-clauses (m) and (n)), the Employer shall pay to the Consultant (subject to set-off in respect of any sums due from the Consultant to the Employer, including any liquidated damages payable under this clause 0 and / or under clause 8 of the GCC), remuneration pursuant to clause 6 of the GCC for deliverables satisfactorily completed prior to the effective date of termination and in respect of such services, reimbursable expenditures actually incurred prior to the effective date of termination. For the avoidance for doubt, it is clarified that termination of this Contract pursuant to clauses 2.5.1 (other than sub-clauses (m) and (n)), the Consultant shall be entitled to remuneration only in respect of

deliverables and / or milestones that have been satisfactorily completed and shall, notwithstanding the provisions of clause (d) of the GCC, not be entitled to claim any remuneration or reimbursement of OPE in respect of any milestones / deliverables that have not been satisfactorily completed

- (b) Upon termination of this Contract pursuant to clauses 2.5.1 (m), 2.5.1 (n) and clause 2.5.2, the Employer shall make the following payments to the Consultant (subject to set-off in respect of any sums due from the Consultant to the Employer, including any liquidated damages payable under clause 8 of the GCC):
- (i) remuneration pursuant to clause 6 of the GCC for services satisfactorily performed prior to the effective date of termination and in respect of such services, reimbursable expenditures actually incurred prior to the effective date of termination; and
 - (ii) reimbursement of reasonable costs incurred by the Consultant incidental to the prompt and orderly close of services and handing over to the Employer. For the avoidance of doubt, it is clarified that the Employer shall not under any circumstances (either in the event of termination of the Contract for any reason whatsoever or otherwise), be liable for any consequential or indirect loss or damage to the Consultant, including without limitation any loss of profit, loss of contract, liability under other agreements, or liability to third parties.
- (c) In case of termination pursuant to clause 2.5.1 (other than clauses 2.5.1 (m) and 2.5.1 (n)), the Employer shall be entitled to forfeit and appropriate the Performance Security. In the event the termination is due to a failure of the Consultant to establish or maintain the Performance Security in the amounts and on the terms required under this Agreement, the Consultant shall be liable to pay a sum equivalent to the value of the Performance Security as prescribed under the SCC, as liquidated damages and not as penalty, in respect of losses and costs incurred by the Employer on account of such termination. The Parties agree that the liquidated damages amount specified herein are a genuine pre-estimate as of the date hereof of damages likely to be incurred. Further, without prejudice to the other rights and remedies of the Employer under this Contract or at law, the Employer shall be entitled to blacklist the Consultant and / or its Affiliates from participating in any Tender or procurement process of the Employer issued during a period of two (2) years from the date of notification of blacklisting.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant shall perform the Assignment and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Assignment, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interest

- 3.2.1 Any breach of an obligation under clause 3.2 shall constitute a conflict of interest (**"Conflict of Interest"**). The Consultant shall comply and shall ensure the Sub-consultants and Affiliates of the foregoing comply with the provisions of clause 3.2 and any breach of such an obligation shall constitute an event of default by the Consultant for the purposes of this Contract. The Consultant shall promptly disclose any Conflict of Interest to the Employer. For the avoidance of doubt, the Consultant agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.

For the purposes of this Contract, **"Selection Process"** shall mean the selection process adopted by the Employer for the short-listing of Bidders, evaluation of Bids (comprising the financial and the technical Bids) of Bidders, negotiations with the successful Bidder, and all other acts incidental thereto (including without limitation the Expression of Interest (EoI) stage, RFP stage, negotiation stage, etc) prior to the execution of this Contract for selecting the Bidder for appointment as the Consultant.

3.2.2 **Consultant Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultant pursuant to clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Assignment, and the Consultant shall not accept for their own benefit, any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Assignment or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-consultants and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.3 **Consultant and Affiliates Not to Engage in certain activities**

The Consultant agrees, and shall procure that the Sub-consultants agree, that, during the term of the Contract and for a period of two (2) years after the termination or expiry of this Contract, the Consultant shall not and shall ensure that the Affiliates of any of the Members, its Sub-consultants and any Affiliates of the Sub-consultants, do not provide goods, works, services, loans, capital or equity (other than the services and any continuation thereof) for any project or works resulting from or closely related to the Assignment; provided that the foregoing restriction shall not be applicable to any programme management / project management / consultancy / advisory services provided to the Employer in continuation of the services hereunder or to any subsequent programme management / project management / consultancy / advisory services provided to the Employer in accordance with the rules, guidelines, policies of the Employer. Further, the Consultant shall during the course of performance of the Assignment and for a period of two (2) years after the expiry or termination of this Contract, ensure that there is no Conflict of Interest with that of the Project(s) or the Employer and to this end not enter into any arrangements (formal or informal) or undertake activities such that its interests conflict with any of its obligations under the Contract or are prejudicial to the interests of the Project(s) or of the Employer.

Further the Consultant shall not and shall ensure that the Sub-consultants, the Affiliates of the foregoing and Personnel will not use improperly, for purposes of competition or gain, or pass on to others, any information or document, provided by the Employer or any other persons involved in the Project(s).

For the purposes of this clause 3.2.3, an 'Affiliate' shall also include a partner in the firm of the Consultant / Sub-Consultant, as the case may be, or a person who holds more than five per cent (5%) of the subscribed and paid up share capital of the Consultant / Sub-consultant, as the case may be, and any Affiliate thereof.

3.2.4 **Prohibition of Conflicting Activities**

The Consultant shall not and shall ensure that the Sub-consultants and the Personnel do not engage, either directly or indirectly, for a period of two (2) years after the termination or expiry of this Contract, in any business or professional activities which would conflict with the activities assigned to it under the Contract. Without prejudice to the generality of the foregoing, certain illustrations of activities that would be in conflict with the services assigned to the Consultant under this Contract include the Consultant, any Sub-Consultant or Affiliate would include:

- (a) providing bid advisory services to any contractors or consultants bidding in respect of any works or services related to the Project(s); or
- (b) being engaged by any contractor for the Project(s) for detailed planning, supervisory services, engineering support or any other services

3.2.5 The Consultant shall, and shall ensure that the Sub-consultant and Affiliate of the foregoing and Personnel, observe the highest standards of ethics and have not engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice or act or omit to act in a manner prejudicial to the interests of the Employer or the Project(s) during the Selection Process or while performing its obligations (collectively, "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Contract, the Employer shall be entitled to terminate the Contract forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant or the Sub-consultants or Affiliates

of the foregoing or Personnel, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into this Contract (including in course of performance under or pursuant to this Contract). In such an event, the Employer shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Employer towards, inter alia, time, cost and effort of the Employer, without prejudice to the Employer's any other rights or remedy hereunder or in law.

3.2.5 Without prejudice to the rights of the Employer under clause (b) above and the other rights and remedies which the Employer may have under this Contract or at law, if the Consultant or any Sub-consultants or Affiliates of the foregoing are found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Contract, the Employer shall be entitled to blacklist the Consultant and the Consultant shall not be eligible to participate in any tender (including but not limited to any RFP) issued during a period of two (2) years from the date the Consultant / any Sub-consultants or Affiliate is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.6 For the purposes of clauses (b) and 3.2.5, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Employer who is or has been associated in any manner, directly or indirectly with Selection Process or Work Order or dealing with matters concerning this Contract, or any official of the Government or the State Government before or after the execution thereof (including in course of performance under or pursuant to this Contract), at any time prior to the expiry of one (1) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of Work Order or after the execution of this Contract, as the case may be, any person in respect of any matter relating to the Project(s) or the Work Order or this Contract, who at any time has been or is a legal, financial or technical adviser to the Employer in relation to any matter concerning the Project(s);
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Employer under or pursuant to the Contract;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process or the process of selection of persons for the execution of various components of the Project(s); or (ii) offering or attempting to offer to any third person any material or other benefit which such person is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Selection Process or during the execution of this Contract; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among the persons who have Bid or proposed to submit Bids in response to the RFQ cum RFP with the objective of restricting or manipulating a full and fair competition in the Selection Process

3.2.7 For the purposes of clause 3.2, where the Consultant is a JV / Consortium of Members, the reference to an Affiliate of Consultant shall be deemed to mean an Affiliate of any of the Members.

3.3 Confidentiality

- 3.3.1 The Consultant shall not and shall ensure that the Sub-consultants, Affiliates of the Consultant and the Sub-consultants and Personnel do not, without the prior written consent of the Employer, disclose, divulge, furnish or make known or accessible to, or use for the benefit of, anyone other than the Parties hereto, the contents of this Contract, any Work Orders or Supplementary Work Orders, any proprietary or confidential information relating to the Project(s), the Assignment, any information which may come to the Consultant's knowledge in the course of negotiations or otherwise concerning this Contract and / or the Project(s) (including but not limited to any information provided by or pertaining to other entities involved in the Project(s), such as other consultants, contractors etc.) or the commercial or financial arrangements or affairs of the Employer (collectively, "**Information**"); provided, however, that the Consultant may disclose Information to its Personnel and the officers, employees of the Consultant and / or its Affiliates (the Consultant's "**Representatives**") who have a legitimate need to know the Information for the performance of Assignment. The Consultant shall be responsible for informing its Representatives of the confidentiality requirements imposed by this Contract and shall be responsible for any breach of the terms and conditions hereof by its Representatives. Further, the Consultant agrees and acknowledges that monetary damages would not be an adequate compensation for the Employer in the event the Consultant breaches its confidentiality obligations under this Contract and the Parties agree that in the event of a breach or threatened breach of confidentiality, the Employer shall, at its option, also be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach.
- 3.3.2 The restrictions imposed by clause 3.3 shall not apply to the disclosure of any Information by the Consultant: (i) which is now or hereafter comes into the public domain otherwise than as a result of a breach of an undertaking of confidentiality; (ii) was in the possession of the Consultant or its Representatives on a non-confidential basis at the time of its disclosure under this Contract; (iii) becomes lawfully available to the Consultant or its Representatives on a non-confidential basis from any source, except the Employer and its Affiliates (the "**Disclosing Party**"), provided that such source was not bound by an obligation of confidentiality to the Disclosing Party or any other person with respect to such information; (iv) that is independently developed by the Consultant without reference to Information provided by the Disclosing Party; (v) that is disclosed to the legal advisers, auditors and other professional advisers of the Consultant, provided such persons are under an obligation to maintain confidentiality of such Information; (vi) that is required to be disclosed by the Consultant pursuant to Applicable Laws; provided that the Consultant shall furnish only that portion of the Information which it is advised by its counsel is legally required to be disclosed and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such Information to the extent reasonably requested by the Disclosing Party; or (vii) that is approved for disclosure or release by written authorization of the Disclosing Party.
- 3.3.3 The confidentiality obligations under this Contract shall survive for a period of two (2) years after the expiration or termination of this Contract or for a period of three (3) years from the date of latest of the disclosures made under or in relation to this Contract, whichever is later.

3.4 Consultant's Actions Requiring Employer's Prior Approval

- 3.4.1 Notwithstanding anything contained in the Contract, the Consultant shall obtain the Employer's prior approval in writing (such approval not to be unreasonably withheld or delayed) before entering into a subcontract for the performance of any part of the Assignment, provided that such prior approval shall not be required in case of a sub-contract with a Sub-consultant listed in Appendix L or with a Sub-consultant listed in the Work Order for the relevant Subsequent Year. The Consultant acknowledges that notwithstanding that the selection of the Sub-consultant (including the list of the Sub-consultants in Appendix L and any Work Order) and the terms and conditions of the subcontract shall have been or may have been reviewed or approved by the Employer prior to the execution of the subcontract, the Consultant shall not be relieved of any of its duties, liabilities or obligations under this Contract and shall remain fully liable for the performance of the Assignment pursuant to this Contract. The Consultant shall be fully responsible for the acts or omissions of Sub-consultants or Personnel and shall take the risk of Sub-consultants' insolvency and of any acts, defaults, delay, negligence or failure

by any Sub-consultants or Personnel of the Sub-consultant to perform its obligations in relation to the Assignment. The Employer shall not be deemed to have any contractual obligation or liability to, or relationship with, any Sub-consultants or Personnel. For the avoidance of doubt, it is clarified that the Consultant shall be solely responsible for all payments to the Sub-Consultants and the Employer shall not, in any manner whatsoever, be liable for any sums payable to the Sub-Consultants.

3.4.2 The Consultant agrees that the aggregate value of all sub-contracts with Sub-consultants in respect of the Assignment under a Work Order or a Supplementary Work Order shall not exceed twenty percent (20%) of the Work Order Value. The Employer will be provided by the Consultant with particulars (name, financial & technical background, sub-consultancy fee) of the Sub-consultant.

3.4.3 The Consultant shall obtain the Employer's prior approval in writing (such approval not to be unreasonably withheld or delayed) for any other action that may be specified in the SCC.

3.5 **Reporting Obligations**

The Consultant shall submit to the Employer the reports and documents specified in ToR, in the numbers, and within the periods set forth in the said Appendix.

3.6 **Documents Prepared by the Consultant to be the Property of the Employer**

3.6.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant pursuant to this Contract shall be the property of the Employer, and the Consultant shall, no later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. All deliverables including any primary data shall also be submitted to the Employer in a digital format. The Consultant may retain a copy of such documents and software. All documents or other material or equipment made available to the Consultant by the Employer shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall furnish forthwith to the Employer, an inventory of such documents, materials and equipment and shall return the same or otherwise dispose of the same in accordance with the instructions of the Employer. Any intellectual property (including without limitation (i) rights associated with works of authorship, copyrights, moral rights, and rights of publicity; (ii) trademark, trade name, internet domain name and other forms of electronic address rights; (iii) trade secret rights, know-how; (iv) patents, designs, algorithms, and other industrial property rights; (v) all other proprietary rights of every kind and nature; and (vi) all forms of protection of any of the foregoing, including registrations, applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force) developed during the course of, or as a result of, Assignment hereunder including pursuant to any Work Orders or Supplementary Work Orders, shall be and remain property of Employer and shall not be used by the Consultant for any purpose other than the performance of the Assignment hereunder; provided that the Employer may, at its sole discretion, grant a royalty free license to use any such material on other projects undertaken by the Consultant subject to the terms and conditions stipulated by the Employer. Any material pertaining to the Assignment (including any reports and documents prepared by the Consultant), of which the ownership or the intellectual property rights do not vest with the Employer under Applicable Laws, shall automatically, absolutely and irrevocably, stand assigned to the Employer (without any royalty, fees or payments other than the remuneration provided for in this Contract) as and when such documents or materials are created and the Consultant agrees to execute all documents and perform such acts as may be requested by the Employer for securing the rights assigned by the Consultant. The Employer acknowledges that pre-existing intellectual property shall remain the property of the Consultant and the Consultant hereby provides an irrevocable royalty-free license for pre-existing intellectual property to the Employer for the Project(s); provided that in respect of licenses in respect of any off-the-shelf software, the Consultant shall be required to provide, at no additional cost to the Employer, licenses during the term of this Contract, however, after expiry or termination of this Contract, licenses in respect of off-the-shelf software shall be procured at the Employer's cost. For the avoidance of doubt, the Consultant agrees and acknowledges that the Employer shall be entitled, without requiring the Consultant's consent, to (i) use or permit the use by any other entity involved in the implementation of the Project(s) of any material licensed to the

Employer by the Consultant; and (ii) assign the license granted by the Consultant, or any part thereof, to any other entity involved in the implementation of the Project(s).

- 3.6.2 The Consultant shall ensure that plans, drawings, specifications, designs, reports, documents, software and any other material provided by the Consultant pursuant to this Contract do not and will not infringe intellectual property rights of any third party. The Consultant shall indemnify the Employer against all claims, proceedings, actions, damages, legal costs (including but not limited to attorney's fees and court costs), expenses and any other liabilities arising from or incurred by the use by the Employer of any documents or materials provided by the Consultant pursuant to this Contract, which involves any infringement or alleged infringement of the intellectual property rights of any third party. If, in any suit or claim relating to such infringement or alleged infringement, a temporary restraining order or preliminary injunction is granted, the Consultant shall make every effort to secure the suspension of the injunction or restraining order. If, in any such suit or claim, any such material, or any part, combination or process thereof, is finally held to constitute an infringement and its use is permanently enjoined, the Consultant shall secure for the Employer a license, at no cost to the Employer, authorizing continued use of the infringing work. If the Consultant is unable to secure such license within a reasonable time, the Consultant shall, at its own expense and without impairing any performance requirements, either replace the affected work, or part, combination or process thereof with non-infringing materials or modify the same so that they become non-infringing.

3.7 **Liability of the Consultant**

The Consultant's liability and the Employer's remedies under this Contract shall be in addition to and not in derogation of the Employer's rights and remedies under Applicable Law.

3.8 **Insurance to be taken out by the Consultant**

The Consultant shall, prior to the Effective Date or any extension thereof, take out and maintain, and shall cause any Sub-consultants to take out and maintain, at the Consultant's own cost (or the Sub-consultants' own cost, as the case may be) but on the terms and conditions approved by the Employer, insurance against the risks, and for the coverages, as shall be specified in the SCC. Within fifteen (15) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Employer, copies of such policy certificates, copies of the insurance certificates and, from time to time, evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. If the Consultant or any Sub-consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Employer shall apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Employer. The insurance policies so procured shall mention the Employer as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company in this regard.

3.9 **Accounts and Audit**

The Consultant shall and shall ensure that all Sub-consultants:

- 3.9.1 keep accurate and systematic accounts and records in respect of the Assignment provided under this Contract, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all

relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and

- 3.9.2 permit the Employer or any person designated by the Employer to periodically, and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.

3.10 **Clarification and / or Interpretation of Reports**

After submission of deliverables by the Consultant, to the satisfaction of the Employer, if any clarifications are required by the Employer (including without limitation on account of any ambiguity or doubts on the interpretation of any matter contained in such reports or documents), the Consultant shall, as a part of the scope of services and at no additional cost to the Employer, on receipt of a written request from the Employer, provide such clarification to the satisfaction of Employer within a period of ten (10) days from the date of receipt of the request from the Employer and if required by the Employer, attend meetings and / or hold discussions with the Employer on the same.

4. **CONSULTANT'S PERSONNEL**

4.1 **Description of Personnel**

The titles, agreed job descriptions, minimum qualifications & experience and estimated period of engagement, in carrying out of the Assignment, of the Key Personnel are described in Appendix B. The Key Personnel listed in Appendix B is hereby approved by the Employer for performance of the Assignment pursuant to this Contract. If additional work is required beyond the scope of the services specified herein, the level of effort and / or staff assigned may be increased / adjusted in accordance with a Supplementary Work Order, provided that any staff assigned shall meet the minimum qualification and experience criteria set forth in Appendix B and any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the Contract Fee Ceiling and Yearly Fee Ceilings set forth in this Contract. Further, if any specialist consultants or subject-matter experts are required to be engaged by the Consultant in respect of the Assignment, in addition to the Key Personnel, the Consultant shall ensure that such Additional Personnel satisfy the minimum qualification and experience criteria set forth in Appendix B. The Employer reserves the right to require the Consultant to provide the curriculum vitae of any Additional Personnel and shall also have the right to verify any information provided (either in respect of the Additional Personnel or the Key Personnel). The Consultant shall forthwith, and in any event, within a period of seven (7) days from the date of such request by the Employer, provide such information and / or documents to the Employer.

4.2 **Removal and / or Replacement of Personnel**

- 4.2.1 The Consultant shall ensure that all the Key Personnel specified in Appendix B shall be available during the term of this Contract. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall forthwith, and in any event within a period of thirty (30) days from the date when the relevant Key Personnel cease to be available for the Project(s), provide as a replacement a person of equivalent or better qualifications and experience; provided that during the term of this Contract, the Consultant may replace not more than two (2) Key Personnel and there shall be not more than two (2) replacements for any particular position. In case of a critical vacancy, if the Consultant is unable to provide a permanent replacement within the aforementioned period, the Consultant shall, subject to approval by the Employer, provide a temporary resource for no more than six (6) months. The temporary resource shall be of equivalent or better qualifications & experience and the Consultant shall be paid no more than ninety percent (90%) of the agreed rate of the Personnel being replaced. Permanent replacement Personnel shall be subject to Employer approval, and for the first replacement of Key Personnel for a particular role, such permanent replacement shall be paid at ninety percent (90%) of the agreed rate of the Key Personnel being replaced and for a subsequent replacement for such role, the permanent replacement Key Personnel shall be paid at eighty percent (80%) of the then applicable rate. For the avoidance of doubt,

it is clarified that the reduction in agreed rate in case of replacement of Key Personnel under this clause 4.2.1 shall not be applicable in case of changes in Key Personnel pursuant to clause 4.2.3.

4.2.2 If the Employer finds that any of the Personnel have committed misconduct or has been charged with having committed a criminal action, or if the Employer has reasonable cause to be dissatisfied with the performance or conduct of any of the Personnel, then the Consultant shall, without any additional cost to the Employer, at the Employer's written request forthwith and in any event within a period of three (3) months from the date of the request by the Employer, provide as a replacement, a person with qualifications and experience acceptable to the Employer.

4.2.3 The Employer shall prior to the issuance of a Work Order or Supplementary Work Order, in consultation with the Consultant, assess the requirement of Personnel (included level of deployment) for services to be performed pursuant to a Work Order or Supplementary Work Order, as the case may be, and the Personnel deployment requirements shall be specified in the Work Order or Supplementary Work Order, as the case may be. Further, the Consultant agrees and acknowledges that, in course of performance of the services under any Work Order or Supplementary Work Order, as the case may be, the Employer may require changes in the deployment of Personnel (including substitution, removal or addition of any positions or changes in the level of seniority). Such changes in the level of deployment shall be specified through issuance of a Supplementary Work Order.

4.3 **Personnel of Consultant**

4.3.1 All Personnel of Consultant and Sub-consultants who participate in the performance of the Assignment shall, for all purposes, be considered employees / personnel of the Consultant. The Consultant shall pay and shall ensure that all Sub-consultants pay remuneration and benefits of such employees and withhold all Taxes in accordance with all Applicable Laws. The Consultant hereby acknowledges and agrees that the Employer shall not in any manner whatsoever be liable for any labour claim or dispute that may be raised by any Personnel. The Consultant shall indemnify the Employer, its Affiliates and officers, directors, shareholders, agents of the foregoing against any claims, actions, liabilities, costs and expenses (including, without limitation, legal fees) in relation to or arising out of claims by any Personnel.

5. **OBLIGATIONS OF THE CLIENT**

5.1 **Assistance and Exemptions**

Unless otherwise specified in the SCC, the Employer shall use its reasonable efforts to facilitate and assist the Consultant in:

5.1.1 obtaining work permits and such other documents as shall be necessary to enable the Consultant, Sub-consultants or Personnel to perform the Assignment. The Employer shall assist the Consultant in procuring necessary entry and exit visas, residence permits, exchange permits and any other documents required for stay in India of the Personnel and, if appropriate, their eligible dependents;

5.1.2 arranging for prompt clearance through customs of any property reasonably required for the Assignment. For the avoidance of doubt, the Parties agree that any import duties and other costs and expenses in respect of such materials shall be borne solely by the Consultant and the Employer shall in no manner be responsible for the same; and

5.1.3 arranging for the issuance to officials, agents and representatives of the Government, all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Assignment.

The Consultant agrees and acknowledges that notwithstanding anything to the contrary in this Contract, the Consultant shall not be relieved in any manner whatsoever from the performance of its obligations under this Contract or be entitled to any extension of time or additional costs in case of any delay in procurement of visas, work permits etc. in respect of any expatriate Personnel or any delay in customs clearance of any material required for performance of the Assignment or any other delay attributable to officials, agents and representatives of the Government.

5.2 **Access to Land**

The Employer shall, as required from time to time, upon reasonable prior notice and subject to the Personnel complying with all reasonable safety precautions applicable to any site(s), procure that the Consultant has free of charge, unimpeded access to those areas in the Project(s) in respect of which access is required for the performance of the Assignment.

5.3 **Information and approvals**

As part of the scope of Assignment, the Consultant shall arrange for the submission of all data, information and documentation that are required for the Employer to apply for, obtain and maintain the permits, consents, approvals required for the Project(s). In the event, the Consultant requires any information or documents from the Employer or if any meetings with the Employer or other persons are required for preparing the applications for consents, approvals or permits, the Consultant shall make request for such information, documents and meetings within reasonable time, and sufficiently in advance to ensure that the schedule for performance of the Assignment is complied with and there are no delays in the execution of the Project(s).

5.4 **Payments**

In consideration of the services performed by the Consultant under this Contract, the Employer shall make to the Consultant such payments and in such manner as is provided by clause 6 of the GCC.

5.5 **Supplementary Work Orders**

- 5.5.1 The Employer may, from time to time, in consultation with the Consultant, issue a supplementary work order (“**Supplementary Work Order**”) requiring the Consultant to perform the work set out thereunder. The Employer shall consult with the Consultant on the level of effort of the Key Personnel and Additional Personnel, as applicable, required by the Consultant in respect of each deliverable under the Supplementary Work Order proposed to be issued by the Employer and the division of such man-months or part thereof between the Key Personnel and the Additional Personnel. The Employer shall also consult with the Consultant regarding identification of the milestones in respect of each deliverable under such proposed Supplementary Work Order and the maximum fee payable in respect of each milestone of every deliverable to be specified in the Supplementary Work Order. Each Supplementary Work Order shall contain detailed provisions regarding the scope of services, staffing level, quantum of work required from the Key Personnel and the Additional Personnel, deliverables and the milestones in respect of each deliverable under such Supplementary Work Order, schedule for submission of deliverables, the maximum fees payable in respect of each milestone, Work Order Value and other such issues in respect of the services to be performed by the Consultant.
- 5.5.2 The Consultant agrees and acknowledges that it would be obliged to effect the work set prescribed in any Supplementary Work Order even if it disputes the quantum of work required from the Key Personnel and the Additional Personnel or any other aspects set forth therein. Pending resolution of such dispute in accordance with clause 5 of the Form of Contract, the Employer will pay for the milestones achieved under such Supplementary Work Order as per the terms thereof in the manner specified under this Contract.
- 5.5.3 In the event that the Yearly Fee Ceiling is increased pursuant to the issuance of any Supplementary Work Order, the Performance Security shall be increased in a proportionate manner and the Consultant shall submit additional bank guarantees as Performance Security for such amount.
- 5.5.4 Without prejudice to clause 5.5.1, the Employer may, by way of issuance of a Supplementary Work Order, reduce or modify the scope of work set out in an already issued Work Order; provided that any reduction in the scope of work set forth in an already issued Work Order shall not exceed twenty percent (20%) of the Work Order Value of the relevant Work Order. Such Supplementary Work Order shall contain detailed provisions regarding the impact of such variation on the scope of services, staffing level, quantum of work required from the Key Personnel and the Additional Personnel, deliverables and the milestones in respect of each deliverable under such Work Order, schedule for

submission of deliverables, payment schedule, Work Order Value and other such issues in respect of the services to be performed by the Consultant under such previously issued Work Order.

- 5.5.5 The Consultant agrees and acknowledges that a Supplementary Work Order issued under clause 5.5.4 shall be binding on it and it shall be required to perform the services under the previously issued Work Order as it stands varied by such Supplementary Work Order even it disputes the effect of such variation on the quantum of work required from the Key Personnel and the Additional Personnel as set forth in such previously issued Work Order. Pending resolution of such dispute in accordance with clause 5 of the Form of Contract, the Employer will pay as per the terms of such Work Order as varied by the Supplementary Work Order.
- 5.5.6 In the event any deliverable set forth in a Supplementary Work Order is one which was required to be performed in a latter Subsequent Year, the Yearly Fee Ceiling for such latter Subsequent Year shall stand reduced to the extent of the sum payable under such Supplementary Work Order.
- 5.5.7 The Consultant agrees and acknowledges that any correction / re-performance / performance of defective or omitted services or any services required in view of default of the Consultant or any detailing of the services which is required to be done in accordance with Good Design, Engineering and Construction Practices and Applicable Laws and in order to ensure that the Project(s) meets the requirements of this Contract and functions in accordance with its intended purpose would be deemed to form part of the Assignment and not constitute a variation of the scope of services.

5.6 **Change in Applicable Law**

If, after three (3) days prior to date of submission of the Bid in response to the RFQ cum RFP, there is any change in the Applicable Law with respect to Taxes which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Assignment, 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 Yearly Fee Ceilings, Contract Fee Ceiling, Yearly Contract Value Ceiling, Contract Value Ceiling, maximum OPEs that may be claimed by the Consultant, as applicable. The Parties agree and acknowledge that for the purposes of this clause 5.6, Taxes shall mean only such Taxes payable in respect of the performance of the Assignment under this Contract and would exclude any taxes, imposts or levies, payable on income or profession by the Consultant, the Sub-consultants or Personnel or for which any of them is obliged to account.

6. **PAYMENTS TO THE CONSULTANT**

6.1 **Payment Terms**

- 6.1.1 In consideration of the services to be provided by the Consultant under this Contract, the Employer shall make to the Consultant, such payments and in such manner as is provided in this Contract.
- 6.1.2 The Consultant shall be entitled to raise an invoice on a monthly basis in respect of services performed in the previous calendar month. Each invoice shall stipulate the completed milestones, satisfactory completion of which shall have been certified by the EIC prior to the thirtieth (30th) day of the previous month. For the avoidance of doubt, it is hereby clarified that (i) notwithstanding such certification of satisfactory completion by the EIC, the Employer shall be entitled to verify such satisfactory completion and (ii) in the event the EIC fails to provide such certification in respect of the services performed during a month prior to the thirtieth (30th) of the succeeding month, the Employer shall be entitled to make payment of all undisputed sums to the Consultant. The invoice shall be submitted in three (3) copies, accompanied by the following documents:
- (a) if not previously submitted, the progress report for the immediately preceding month;
 - (b) evidence of certification of the milestones by the EIC;
 - (c) in case of reimbursement of OPEs (direct), with supporting documents; and
 - (d) details of deployment of Personnel (including time-sheets and attendance records) and supporting documents. The Consultant shall provide timesheets which shall, for each Personnel, demarcate the man-months or part thereof spent by such Personnel on each milestone (including details of

whether the services performed relate to milestones due for completion in the month for which the invoice is raised or whether such services relate to pending milestones, location of the Personnel during performance of the specific services).

6.1.3 The sum payable to the Consultant under each monthly invoice shall consist of two (2) parts, the fees and reimbursable OPEs and such sum shall be determined as follows:

- (a) in the event the milestone scheduled for completion in the calendar month for which the invoice has been raised has been satisfactorily completed, the fees payable to the Consultant shall be equal to the lower of (i) fees payable based on actual deployment of the Key Personnel and Additional Personnel for the services to complete such milestone, as calculated in accordance with clause 6.1.4; and (ii) maximum fee payable in respect of such milestone as specified in the applicable Work Order or Supplementary Work Order, as the case may be. For the avoidance of doubt it is hereby clarified that at the time of raising invoices, the Consultant shall take into account the variations to the quoted Personnel rates for the Key Personnel and the Additional Personnel as envisaged in clause 6.1.66.1.6 of the GCC;
- (b) in case the milestone that was due for completion in the calendar month for which the invoice has been raised (as per the schedule provided in the Work Order or the Supplementary Work Order, as the case may be), has not been completed (either on account of reasons attributable to the Consultant or otherwise), the fees payable to the Consultant shall be sixty percent (60%) of the lower of:
 - (i) the fees payable based on actual deployment of the Key Personnel and Additional Personnel for the services performed in relation to such milestone, as calculated in accordance with clause 6.1.4; or
 - (ii) the percentage of the maximum fee payable for the relevant milestone (as specified in the Work Order or the Supplementary Work Order, as applicable)

Upon satisfactory completion of such milestone, the fees payable to the Consultant shall be equal to:

- (A) the lower of (i) fees payable based on actual deployment of the Key Personnel and Additional Personnel for the services to complete such milestone, as calculated in accordance with clause 6.1.4; and (ii) maximum fee payable in respect of such milestone as specified in the applicable Work Order or Supplementary Work Order, as the case may be; less
- (B) the fees already paid to the Consultant in respect of such milestone under previous monthly invoices.

Further, the Consultant agrees and acknowledges that the provisions of this sub-clause (a) of clause (d) shall be without prejudice to the Employer's right to levy liquidated damages for delay and / or terminate this Contract;

- (c) The sums payable as reimbursement of OPE incurred by the Consultant shall be determined in the manner specified in clause 6.3 of the GCC.

6.1.4 The fees on the basis of actual deployment shall be calculated individually for each Personnel (Key Personnel and Additional Personnel, as applicable) deployed in the month for which the invoice is raised and the total fees that may be claimed on the basis of actual deployment of Personnel shall be the summation of such fees for each Personnel. Payments will be made against actual deployment of Personnel on site (i.e. at Project Management Office (PMO) in Greater Noida or for site related work in the DNGIR region). In case Personnel are not deployed on site and intend to work from other office location or home office, specific approval needs to be taken from the Employer, for considering payment against the deployment.

The Consultant shall submit to the Employer a detailed report showing the time (in man-months) spent by each of the Key Personnel and the Additional Personnel. The time in man-month(s) spent by any Personnel shall be computed as per the following formula:

$$M = TTS \div (8 \times 22)$$

where:

M denotes man-months; and

TTS denotes the total time spent in hours during the period for which the invoice is raised; provided however where $M > 1$, M shall be deemed to be equal to 1.

The fees attributable to each Personnel on an actual deployment basis shall be equal to M multiplied by the monthly rate applicable to such Personnel. For the avoidance of doubt, it is clarified that more than one monthly rate may be applicable depending on whether the benefit of indexation would be available in accordance with the terms of this Contract. To illustrate, if a Personnel has performed 0.5 man-months of work in relation to a pending milestone (for which the benefit of indexation is not available) and 0.3 man-months of work in relation to a milestone for which benefit of indexation is available, the fees based on actual deployment shall be as follows:

Total fees = (0.5 x monthly rate applicable for the First Year or Subsequent Year in which the relevant milestone was scheduled for completion) + (0.3 x monthly rate as adjusted in accordance with the indexation mechanism)

- 6.1.5 Unless the Employer shall have a raised a dispute in respect of any amounts claimed under an invoice, it shall be required to make payment in respect thereof within sixty (60) days of having received the invoice complete in all particulars with relevant supporting documents.
- 6.1.6 The quoted monthly rates for the Key Personnel and the Additional Personnel set forth in Appendix E shall be subjected to variation on account of (i) clause 4.2.1; and (ii) the annual adjustments on the 1st day of every calendar year based on the indexation mechanism set forth in Appendix K, provided however that, the benefit of indexation would not be available for any work done in respect of the deliverables beyond the due date of completion thereof, other than where such delay arises pursuant to clauses 2.4.3, 7.1.2 and 7.2 of the GCC. Further, the maximum OPE set forth in Appendix E shall also be subject to annual adjustments on the 1st day of every calendar year based on the indexation mechanism set forth in Appendix K, provided that the benefit of indexation would not be available in respect of any OPEs incurred in relation to services performed in respect of the deliverables beyond the due date of completion thereof, other than where such delay arises pursuant to clauses 2.4.3, 7.1.2 and 7.2 of the GCC. Any invoice raised by the Consultant shall take into account any variation permitted under this clause 6.1.6.
- 6.1.7 Subject to clause 6.3 of the GCC, the Employer shall reimburse OPEs (direct) at actuals provided an invoice for the same is accompanied with the necessary supporting documentation.
- 6.1.8 Subject to adjustment of the rates and Yearly Fee Ceilings in accordance with clauses 1.8, 5.5, 5.6 and 6.1.6, the Parties agree and acknowledge that at no time shall:
- (a) the fees payable pursuant to clauses 6.1.2 (d) and 6.1.4 together exceed the Contract Fee Ceiling, or in case of fees payable in respect of a Work Order or Supplementary Work Order for the First Year or any Subsequent Year, exceed the applicable Yearly Fee Ceiling; and
 - (b) the aggregate sums (including reimbursable OPEs) payable pursuant to clauses 6.1.2 and (d) together exceed the Contract Value Ceiling, or in case of sums payable in respect of a Work Order or Supplementary Work Order for the First Year or any Subsequent Year, exceed the applicable Yearly Contract Value Ceiling.
- 6.1.9 The Parties agree and acknowledge that the Employer have no obligation to make, and may withhold, any payment to the Consultant at any time when the Consultant is in material breach of any term or provision of this Contract. On the payment date next succeeding the date on which all such material breaches have been remedied, the Employer shall make the payments withheld due to such breaches,

less any amounts paid by or on behalf of the Employer in an effort to remedy any such breaches or the costs incurred by the Employer as a result thereof.

6.2 Currency of Payment

The fee shall be payable in local currency i.e. Indian Rupees

6.3 OPEs

6.3.1 The Consultant agrees and acknowledges that it shall be entitled to reimbursement of OPEs incurred in accordance with the terms of this Contract for performance of the Assignment (including for setting up the PMO) at actuals; provided that in no event shall the Consultant be entitled to reimbursement of sum(s) greater than specified in Appendix E (subject to adjustment of the maximum OPEs specified in Appendix E in accordance with the express provisions of this Contract).

6.3.2 The Employer shall not be liable to pay and the Consultant agrees and acknowledges that except for the expenses specifically listed in Appendix E hereto (which shall be reimbursed in accordance with the terms of this Contract) and any other costs and expenses (including any expenses attributable to hotel stay, per diem, local conveyance (such as taxi), accommodation for Personnel, home leave trips, vehicle leasing, laptops, cell phones) not specifically mentioned in Appendix E shall be to the account of the Consultant and shall be deemed to have been taken into consideration by the Consultant for providing the monthly rates and Contract Fee Ceiling / Yearly Fee Ceilings and the Consultant shall not under any circumstances be entitled to any additional sums (either by way of reimbursement or otherwise) on this account.

6.3.3 The Consultant shall be entitled to claim expenses for site survey investigations in accordance with the terms of this Contract only related to the Assignment in accordance with the instructions or prior approval of the Employer.

7. EXTENSION OF TIME FOR PERFORMANCE: SUSPENSION BY THE EMPLOYER

7.1 Extension of time

7.1.1 The Consultant agrees and acknowledges that time shall be of the essence in the performance of its obligations under this Contract. The Consultant must commence and proceed to carry out the services in accordance with timelines stipulated for submission of various deliverables in Appendix J and any Work Order or Supplementary Work Order with due diligence and expedition.

7.1.2 The time period(s) specified in Appendix J or any Work Order or Supplementary Work Order shall be extended to the extent, the Consultant demonstrates to the satisfaction of the Employer that the time required for completion of services was delayed by reason of any delay which is solely attributable to a breach or default of the Employer.

The Consultant shall, within seven (7) days of learning of any cause of delay specified in clause 7.1.2 above, intimate the Employer of the same with details relevant to such cause, extent and the contemplated delay upon the performance of the services, and its plans to overcome or minimize the delay. The Parties shall mutually determine any extension of time that may be required for performance of services affect by such breach or default of the Employer. The Consultant agrees and acknowledges that any extension of time under this clause 7 shall not of itself entitle the Consultant to an adjustment of the rates, the Work Order Value, Yearly Fee Ceilings, Yearly Contract Value Ceiling, the Contract Fee Ceiling, or the Contract Value Ceiling.

7.2 Suspension

7.2.1 The Employer may, from time to time and without assigning any reasons, by notice to the Consultant, suspend the carrying out of the Assignment or any part thereof and the Consultant shall, on the written order of the Employer suspend the carrying out of the Assignment or any part thereof for such time or times and in such manner as the Employer may reasonably require.

- 7.2.2 The Employer may at any time following a suspension under this clause 7.2 give notice to the Consultant to proceed with the Works which are the subject of the suspension. Upon receipt of such notice, to the extent that any remobilization is required, the Consultant shall ensure that such remobilization is achieved within such reasonable period as may be mutually agreed between the Parties.
- 7.2.3 Any period of suspension under clause 7.2 shall not exceed forty five (45) days from the date of issue of the notice of suspension in a single instance and sixty (60) days in aggregate in a period of three hundred and sixty five (365) days and if either limit is exceeded, the Consultant may notify the Employer either requiring the Employer to hold discussions for mutually agreeing a schedule for resumption of Assignment.
- 7.2.4 Any costs reasonably incurred by the Consultant as a direct result of suspension (including any costs for demobilization and remobilization of Personnel) under clause 7.2 shall be reimbursed by the Employer to the Consultant upon receipt of an invoice therefor in respect of each month in which such costs were incurred. The Consultant shall use its best efforts to mitigate and minimize the costs and expenses it incurs as a result of such suspension.
- 7.2.5 Without prejudice its rights under clause 2.5.1, the Employer shall have the right to direct suspension of the Assignment or any part thereof in the event of any default or breach of any requirement of this Contract by the Consultant for such time that the Consultant continues to be in default or breach of such requirement of the Contract and in case of such suspension, the Consultant shall not be entitled to claim any costs arising out of such suspension.

8. LIQUIDATED DAMAGES

- 8.1 If the Consultant fails to complete a deliverable within the period specified in the applicable Work Order or Supplementary Work Order, except to the extent that such delay is solely on account of Force Majeure affecting the Consultant or any breach or default of the Employer, the Consultant shall pay to the Employer, as fixed and agreed liquidated damages, (and not as penalty) at the rate of zero decimal point five percent (0.5%) of the applicable Yearly Fee Ceiling for every week of delay in completion of such deliverable.
- 8.2 The aggregate maximum of liquidated damages payable to the Employer under this clause shall be subject to a maximum of ten percent (10%) of the Yearly Fee Ceiling for the First Year or any Subsequent Year. The Consultant acknowledges that the terms, conditions and amounts fixed pursuant to this clause 8 for liquidated damages are reasonable, considering the losses and costs that the Employer will incur in the event of the Consultant's failure to provide each deliverable within the period specified therefore.
- 8.3 The Parties hereby agree that the liquidated damages amounts specified herein are a genuine pre-estimate as of the date hereof of damages likely to be incurred by the Employer and shall be without prejudice to the Employer's right to terminate this Contract under clause 2.5.1. The Parties agree and acknowledge that liquidated damages, if any, accruing during the First Year or any Subsequent Year, shall be payable on an annual basis at the end of the First Year or the relevant Subsequent Year, as applicable (except in case of forfeiture of the Performance Security upon termination of the Contract in which event such liquidated damages for delay shall be recoverable from the termination payment, if any, payable to the Consultant). Liquidated damages shall be recovered from payments due to the Consultant and / or be paid to the Employer by the Consultant within a period of thirty (30) days from the date of notification of liquidated damages payable by the Consultant.

9. REPRESENTATIONS, WARRANTIES AND DISCLAIMER

- 9.1 The Consultant represents and warrants to the Employer that:
- (i) it is duly organized, validly existing and in good standing under the applicable laws of its country;
 - (ii) it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;

- (iii) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;
- (iv) it has the financial standing and capacity to undertake the Project(s);
- (v) this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (vi) it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (vii) there are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract;
- (viii) no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Employer contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- (ix) no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the Employer in connection therewith.

{In the event the Consultant is a JV / Consortium, each of the Members shall be deemed to have made the foregoing representations and warranties to the Employer on its own behalf and on behalf of all the other Members}

10. MISCELLANEOUS

10.1 Assignment and Charges

- (a) The Contract shall not be assigned by the Consultant save and except with prior consent in writing of the Employer, which the Employer shall be entitled to decline without assigning any reason whatsoever; and
- (b) The Employer shall, from time to time, be entitled to assign any rights, interests and obligations under this Contract to third parties.

10.2 Indemnity

- 10.2.1 The Consultant agrees to indemnify and hold harmless the Employer from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation to the extent related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations under this Contract; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Assignment rendered to the Employer; (c) death or bodily injury to any person (including any third party attributable to any act, omission, breach, default or negligence of the Consultant or any personnel of the Employer) or loss of or damage to any property of the Employer or any third party (d) infringement of the Intellectual Property Rights of the third party (failure to pay statutory dues and taxes) (collectively "**Indemnified Matter**").

10.2.2 As soon as reasonably practicable after the receipt by the Employer of a notice of the commencement of any action by a third party, the Employer will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Employer or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive till the final resolution of all claims for indemnification and / or contribution.

10.3 **Waiver**

- (a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:
- (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
 - (ii) shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
 - (iii) shall not affect the validity or enforceability of the Contract in any manner
- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.

10.4 **Notices**

Unless otherwise stated, all notices, demands and other communications under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and must be sent by hand, reputed pre-paid commercial courier, registered post or by facsimile. Any such demand, notice or other communication shall be deemed to have been duly given when addressed to the receiving Party at the address specified in the SCC, or such other address as may be notified from time to time, and shall be deemed to be delivered (i) if personally delivered, when delivered, (ii) three (3) days after dispatch if sent within India by courier and five (5) days after dispatch if sent internationally by courier, (iii) seven (7) days after mailing, if sent by registered post, postage prepaid and (iv) if sent by facsimile, when successfully transmitted (with electronic evidence of receipt).

10.5 **Severability**

If for any reason whatever, any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.

10.6 **No Partnership**

Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

10.7 **Exclusion of Implied Warranties etc.**

The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.

10.8 Agreement to Override Other Agreements

The Contract supersedes all previous agreements or arrangements between the Parties (except any agreements or arrangements which form part of this Contract), including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.

10.9 Survival

Clauses 3.2, 3.2.7, 3.9, 10.2 and any other provisions of this Contract which have been expressly stated to or which by their nature should survive the termination or expiry of this Contract, shall survive any termination or expiry of this Contract. Further, any termination or expiry of this Contract shall be without prejudice to the rights and obligations of the Parties under law or any rights accrued prior to the date of such termination or expiry.

10.10 Counterparts

The Contract may be executed in [two] counterparts, each of which when executed and delivered shall constitute an original of the Contract.

II. SPECIAL CONDITIONS OF CONTRACT

The clause numbers mentioned hereinafter refer to the corresponding clauses of the GCC, to which a particular SCC relates. A SCC shall supplement the corresponding clause of the GCC, to which it relates.

GCC Clause	Amendments of, and Supplements to, clauses in GCC
1.1.23	<p>The following shall be incorporated in clause 1.11.1.23 of the GCC:</p> <p>The Member in Charge is _____</p>
1.2	<p>In clause 1.2 of the GCC, the reference to “the language specified in the SCC” shall mean “English”</p>
1.4	<p>The following shall be the “the officials designated in the SCC”:</p> <p>For the Employer: _____</p> <p>For the Consultant: _____</p>
1.5	<p>The following clause shall be added in clause 1.5 of GCC:</p> <p>Save and except for GST leviable under Applicable Law on the services provided by the Consultant to the Employer, the rates and the Yearly Fee Ceilings and Contract Fee Ceiling set forth in this Contract includes all Taxes and all Taxes shall be to the account of and borne by the Consultant. For the avoidance of doubt, it is hereby clarified that the Employer shall not be in manner responsible for any GST liability arising in relation to the services provided by a Sub-consultant to the Consultant.</p> <p>Without prejudice to the above, the Consultant shall be responsible for and bear all personal income Tax obligations arising with respect to the Personnel, wherever such personal income Tax obligations may arise (i.e. whether in India or abroad). Further, the Consultant shall be responsible for any labour welfare Taxes and dues, social security Taxes, contributions to compulsory savings funds and any other contributions relating to labour welfare and social security, required to be paid pursuant to Applicable Laws in connection with the Personnel.</p>
2.1	<p>The Effective Date under clause 2.1 of the GCC shall be:</p> <p>_____</p>
2.3	<p>The following clause shall be added in clause 2.3 of the GCC:</p> <p>The initial term of the Contract shall, unless terminated earlier, expire on the date that is one (1) year from the Effective Date (“First Year”). The Consultant agrees and acknowledges that the Employer may at its sole discretion, not less than thirty (30) days prior to the end of the First Year or each Subsequent Year, as applicable, notify the Consultant of an extension of the term of this Contract in which event the term of the Contract shall be automatically extended by a further period of one (1) year, in which event the Consultant shall perform the Assignment at the rates stipulated hereunder and subject to the terms and conditions set forth in this Contract. Such right of automatic year by year extension at the Employer’s option may be exercised not beyond an aggregate term of four (4) years (taking into account the First Year). “Subsequent Year” shall mean each period of one (1) year commencing from the first anniversary of the Effective Date. The Consultant agrees and acknowledges that in the event the</p>

GCC Clause	Amendments of, and Supplements to, clauses in GCC
	<p>deliverables scheduled for completion in the First Year or a Subsequent Year, as the case may be, are not completed within such year, the Employer may, without prejudice to its rights and remedies under this Contract and under law, extend the period of this Contract solely with respect to such deliverables; however any such extension of this Contract in respect of any pending deliverables shall not <i>ipso facto</i> entitle the Consultant to be granted a Work Order or Supplementary Work Order in respect of any other services. The Employer may seek an extension of the term of this Contract (after expiry of a period of four (4) years from the Effective Date), and such extension shall be on such terms as may be mutually agreed between the Parties.</p>
3.7	<p>The following clause shall be added in clause 3.7 of the GCC:</p> <p>(a) Except in case of negligence, fraud or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Assignment, the Consultant, with respect to damage caused by the Consultant to the Employer’s property, the Consultant shall not be liable to the Employer:</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 payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultant hereunder or the insurance proceeds available under the professional liability insurance obtained by the Consultant, whichever is higher.</p> <p>(b) This limitation of liability shall not affect the Consultant’s liability, if any, for damage to third parties (i.e. any person other than the Employer or the Consultant) caused by the Consultant or any person or firm acting on behalf of the Consultant (including Sub-consultants and Personnel) in carrying out the Assignment, including by way of indemnity to the Employer.</p>
3.8	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party Motor Vehicle Liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultant or its Personnel or any Sub consultants or their Personnel for the period of consultancy.</p> <p>(b) Third Party Liability insurance with a minimum coverage, for Rs. 10,00,000/ (Rupees Ten Lakh) for the period of consultancy.</p> <p>(c) Professional Liability Insurance - The Consultant will maintain at its expense Professional Liability Insurance including coverage for errors and omissions caused by Consultant’s negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India and included in the list of General Insurers (Non-Life) approved by the Insurance Regulatory and Development Authority (IRDA), for a period of five (5) years beyond the expiry or termination of the Contract and commencing from the Commencement Date, for an amount not less than the Contract Fee Ceiling. The Employer shall be designated as a beneficiary in the Professional Liability Insurance procured by the Consultant. In the event, the Consultant does not intend to procure a separate Professional Liability Insurance policy in respect of this Contract, the Consultant’s general Professional Liability Insurance policy shall</p>

GCC Clause	Amendments of, and Supplements to, clauses in GCC
	<p>procure endorsement of Employer’s name as a beneficiary for an amount not less than the Contract Fee Ceiling. The Consultant shall submit the entire policy document for the Professional Liability Insurance</p> <p>The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount stated in the Contract. In case the Consultant is a JV / Consortium, the policy should be in the name of the JV / Consortium / association entity and not by the Members.</p> <p>(d) Employer’s Liability and Workers’ Compensation insurance shall be in respect of the Key Personnel and Additional Personnel of the Consultant and personnel of any Sub-Consultant, in accordance with the relevant provisions of Applicable Law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of Assignment and remain effective as per relevant requirements of Contract Agreement.</p> <p>(e) Any other insurance that may be necessary to protect the Employer, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.</p> <p>The Consultant should submit an undertaking that the above insurance policies which are not applicable at this stage of the project will be procured by the Consultant when the need arises and/or when the Employer intimates the consultant for the same. The onus of proving the non-applicability of the insurance policy will always lie on the Consultant.</p> <p>The Insurances shall be jointly in name of Consultant and Employer. In case the Consultant intends to utilize the existing umbrella insurance policy(ies) already obtained by the Consultant, in the cover note / letter issued by the Insurance Company incorporating the name of this Assignment in the umbrella policy, it shall mention the Employer as the beneficiary and Consultant shall procure an undertaking from the Insurance Company in this regard. In case the value of existing umbrella policy is inadequate to cover the contractual requirement of this Assignment than Consultant shall ensure that the value of existing umbrella policy is enhanced suitably to cover this Assignment.</p>
6	<p>The following provisions shall be added as clauses 6.5 and 6.6 of the GCC:</p> <p>6.5 Performance Security</p> <p>The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to the Employer a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Contract, in the form set out in Appendix I below, in an amount equal to three percent (3%) of the Yearly Fee Ceiling for the First Year. Further, in the event the term of this Contract is extended, the Consultant shall atleast fifteen (15) days prior to the commencement of every Subsequent Year or atleast thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to three percent (3%) of the sum of the Yearly Fee Ceiling for the applicable</p>

GCC Clause	Amendments of, and Supplements to, clauses in GCC										
	<p>Subsequent Year and the Yearly Fee Ceiling for the previous Subsequent Year(s) and/or the First Year, as the case may be.</p> <p>The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws. {In the event the Consultant is a JV / Consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Contract and the other Members}</p> <p>The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of sixty (60) days from the date of submission of the last deliverable under this Contract. If the Employer shall not have received an extended / replacement Performance Security in accordance with this clause 6.5 atleast thirty (30) days prior to the date of expiry of the then existing Performance Security, the Employer shall be entitled to draw the full amount of the bank guarantee then available for drawing and retaining the same by way of security for the performance by the Consultant of its obligations under this Contract until such time as the Employer shall receive such an extended / replacement Performance Security whereupon, subject to the terms of this Contract, the Employer shall refund to the Consultant the full amount of the bank guarantee, unless the Employer has drawn upon the Performance Security in accordance with the provisions of this Contract, in which case only the balance amount remaining shall be returned to the Consultant; provided that the Employer shall not be liable to pay any interest on such balance. The Employer shall return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension / replacement therefor. Subject to satisfactory completion of all deliverables under this Contract, the Performance Security shall, subject to any drawdowns by the Employer in accordance with the provisions hereof, be released by the Employer within a period of one hundred eighty (180) days from the date of submission of the last deliverable under this Contract.</p> <p>The Employer shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:</p> <ul style="list-style-type: none"> (a) the Consultant becomes liable to pay liquidated damages; (b) occurrence of any of the events listed in sub-clauses (i) through (xii) of clause 2.5.1 of the GCC; (c) any material breach of the terms hereof; and / or (d) without prejudice to paragraph (c) above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract. <p>6.6 Milestones for the First Work Order</p> <p>The maximum fees (as a percentage of the Work Order Value) payable to the Consultant in respect of each completed milestone for the deliverables to be provided under the Work Order for the First Year is as follows:</p> <table border="1" data-bbox="451 1654 1404 1774"> <thead> <tr> <th data-bbox="451 1654 524 1774">#</th> <th data-bbox="524 1654 1024 1774">Milestone#</th> <th data-bbox="1024 1654 1235 1774">Month (“D” denotes Effective Date)</th> <th data-bbox="1235 1654 1404 1774">Payment Percentage</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			#	Milestone#	Month (“D” denotes Effective Date)	Payment Percentage				
#	Milestone#	Month (“D” denotes Effective Date)	Payment Percentage								

	1.	Organization set up and mobilisation of Personnel	D + 1 month	2%
	2.	First workshop with stakeholders for better understanding of Project(s) and presentation on Project(s) Implementation Plan		
	3.	On approval of Inception Report by the Employer / EIC		
	4.	On approval of As-is Assessment Report by the Employer / EIC	D + 2 months	3%
	5.	On approval of roadmap for obtaining approvals / clearances for the Project(s) by the Employer		
	6.	On approval on Integrated Traffic Plan, Site Survey Investigation Report(s) and Land Acquisition Plans & Proposals by the Employer / EIC	D + 3 months	10%
	7.	On approval of Detailed Master Plan including Architectural Design by the Employer / EIC and all relevant statutory authorities	D + 4 months	10%
	8.	On approval of Bid Document for engagement of contractor for undertaking the site preparatory works (as enlisted in the table given in the ToR)		
	9.	On approval of Standards / Policies / Procedures / Systems / Plans by the Employer	D + 5 months	5%
	10.	On award of contract to the contractor for undertaking the site preparatory works	D + 6 months	5%
	11.	On submission of Detailed Technical Assessment Report covering DBR & Cost Estimates to the concerned statutory authorities for their approval thereof	D + 7 months	10%
	12.	On approval of ICT MSI Plan by the Employer	D + 8 months	5%
	13.	On approval of Detailed Technical Assessment Report covering DBR & Cost Estimates by the concerned statutory authorities	D + 9 months	15%

GCC Clause	Amendments of, and Supplements to, clauses in GCC			
	14.	On obtaining all the necessary approvals and clearances from statutory & relevant authorities in accordance with clause 7.1.2 of Section 6: ToR	D + 10 months	15%
	15.	On approval of Procurement Strategy for all the components of the Project(s) by the Employer and other statutory authorities	D + 11 months	10%
	16.	On completion of site preparatory works by the contractor and final certification of the bill	D + 12 months	10%
	Total		100%	
<p>#Due to the multidisciplinary nature of the Assignment and dependencies on other agencies and consultants, the timing of the deliverables may vary depending on the requirements of the Employer. Further, the milestones for the next subsequent year would be linked based on the physical progress of the works being undertaken on EPC mode.</p>				

LIST OF APPENDICES TO THE CONTRACT

The list of Appendices to the Contract document which would be attached is described below:

APPENDIX	DESCRIPTION	NOTE
APPENDIX A:	Terms of reference containing, inter-alia, the Description of the Services and reporting requirements	<i>This shall be as per the Terms of Reference provided in Section 6 of the RFQ cum RFP document</i>
APPENDIX B:	Key Personnel and Additional Personnel, minimum qualification requirements of Key Professional and Additional Personnel	<i>This would be the finalized based on the Bid submitted by the Consultant and any subsequent discussions between the Employer and the Consultant.</i>
APPENDIX C:	Approach and methodology	<i>This would be based on the finalized Approach and Methodology submitted in the Technical Bid of the Consultant</i>
APPENDIX D:	Duties of the Employer	<i>This would be finalized based on the Technical Bid submitted by the Consultant and any subsequent discussions between the Employer and the Consultant</i>
APPENDIX E:	Monthly Rates, Yearly Fee Ceilings, Yearly Contract Value Ceilings, Contract Fee Ceiling, Contract Value Ceiling and maximum out of pocket expenses.	<i>This would summarize all changes and modifications resulting from negotiations between the Employer and the Consultant before the date on which this Contract will come into effect as prescribed in the SCC</i>
APPENDIX F:	Copy of RFQ cum RFP, Technical Bid submitted by the Consultant, and the Financial Bid as submitted by the Consultant and as amended pursuant to the post Bid negotiations	<i>Copy to be inserted</i>
APPENDIX G:	Copy of Letter of Invitation	<i>Copy to be inserted</i>
APPENDIX H:	Copy of Work Order	<i>Copy to be inserted</i>
APPENDIX I:	Cope of Bank Guarantee for Performance Security	<i>Copy of Bank Guarantee submitted by Consultant to be inserted (Format given below)</i>
APPENDIX J:	Work Order for the First Year, Task assignment, work Programme, milestones, payment schedule, manning schedule and schedule for submission of various deliverables.	<i>This would be finalized based on the Bid submitted by the Consultant and any subsequent discussions between the Employer and the Consultant.</i>

APPENDIX	DESCRIPTION	NOTE
APPENDIX K:	Indexation mechanism.	<i>Based on the mechanism prescribed in the Standard Form of Contract provided in Section VII of the RFQ cum RFP</i>
APPENDIX L:	Approved Sub-consultants for the First Year	<i>List to be inserted</i>
APPENDIX M:	Duly notarized Integrity Agreement to be signed by both the Parties	<i>Duly signed Integrity Agreement to be inserted (Format given below)</i>

APPENDIX I: FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref: Bank Guarantee:

Date:

Dear Sir,

In consideration of M/s National Industrial Corridor Development Corporation Limited (NICDC Ltd.) (hereinafter referred as the '**Employer**', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Consultant] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the '**Consultant**' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for [name of Assignment] Contract by issue of Employer's Contract Work Order No. [reference] dated [date] and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the '**Contract**') and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Employer for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address] (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand an or, all monies payable by the Consultant to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/or without any reference to the Consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Consultant nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The Employer 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 Employer and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Consultant any other course or remedy or security available to the Employer. The Bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer 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 Consultant and notwithstanding any security or other guarantee that the Employer may have in relation to the Consultant's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant / the Bank or any absorption, merger or amalgamation of the Consultant / the bank with any other Person.

Notwithstanding anything contained herein above:

- (a) Our liability under this Bank Guarantee shall not exceed Rs. *[amount in figure and words]*
- (b) This Bank Guarantee shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of Consultant] on whose behalf this guarantee has been given.
- (c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before *(minimum period of six (6) months)*
- (d) All claims under this Guarantee shall be payable at **New Delhi** _____ (branch address)
- (e) This Guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled
- (f) The Bank Guarantee confirmation letter nois an integral part of the Bank Guarantee No.....

Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

- 1. [signature, name and address]
- 2. [signature, name and address] [Official Address] Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No..... Dated..

Strike out, whichever is not applicable.

The date will be fixed as indicated in SCC.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the '**Bank Guarantee**'. The bank guarantee shall be issued either by a bank (Nationalized / Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Employer

APPENDIX M: FORMAT OF INTEGRITY AGREEMENT

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

This Integrity Agreement is made at on thisday of 2021

BETWEEN

CEO & MD, NICDC Ltd. represented through(*insert name of authorised representative*),
.....[Address].

NICDC Ltd., (hereinafter referred to as the ‘**Employer**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (*Name and Address of the Individual / firm / Company*) through (*hereinafter referred to as the (details of duly authorized signatory)* “Bidder / Consultant” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble:

WHEREAS the Employer has floated the RFQ cum RFP (NIT No.: IWAI/.....) (hereinafter referred to as “**Bid**”) and intends to award, under laid down organizational procedure, Contract for “.....(*insert name of Assignment*)”

AND WHEREAS the Employer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Consultant.

AND WHEREAS to meet the purpose aforesaid both the Parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “**Integrity Pact**” or “**Pact**”), the terms and conditions of which shall also be read as integral part and parcel of the RFQ cum RFP document and Contract between the Parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the Parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal / Owner

1. The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Employer, personally or through any of his/her family members, will in connection with the Bid, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Employer will, during the Selection Process, treat all Bidder(s) with equity and reason. The Employer will, in particular, before and during the Selection Process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Selection Process or the Contract execution.
 - (c) The Employer shall endeavour to exclude from the Selection Process any person, whose conduct in the past has been of biased nature.
2. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer (CVO) and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s) / Consultant

1. It is required that each Bidder / Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Employer all suspected acts of fraud or corruption

or coercion or collusion of which it has knowledge of or becomes aware, during the Selection Process and throughout the negotiation or award of a Contract.

2. The Bidder(s) / Consultant commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Selection Process and during the Contract execution:
 - (a) The Bidder(s) / Consultant will not, directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the Selection Process or execution of the Contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Selection Process or during the execution of the Contract.
 - (b) The Bidder(s) / Consultant will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Bids or any other actions to restrict competitiveness or to cartelize in the Selection Process.
 - (c) The Bidder(s) / Consultant will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Consultant will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, Technical Bids and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s) / Consultant of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s) / Consultant of Indian Nationality shall disclose names and addresses of foreign agents / representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could Bid but not both. Further, in cases where an agent participates in a tender on behalf of one Consultant, he shall not be allowed to quote on behalf of another Consultant along with the first Consultant in a subsequent/parallel Tender for the same item.
 - (e) The Bidder(s) / Consultant will, when presenting his Bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s) / Consultant will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s) / Consultant will not, directly or through any other person or firm indulge in fraudulent practice means of a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government / Employer's interests.
5. The Bidder(s) / Consultant will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his / her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Employer under the law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the Bidder(s) / Consultant and the Bidder / Consultant accepts and undertakes to respect and uphold the Employer's absolute right:

1. If the Bidder(s) / Consultant, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving within (14) days' notice to the Consultant shall have powers to disqualify the Bidder(s) / Consultant from the Selection Process or terminate / determine the

Contract, if already executed or exclude the Bidder / Consultant from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Employer. Such exclusion may be forever or for a limited period as decided by the Employer.

2. Forfeiture of Bid Security / Performance Security: If the Employer has disqualified the Bidder(s) from the Selection Process prior to the award of the Contract or terminated / determined the Contract or has accrued the right to terminate / determine the Contract according to Article 3(1), the Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Bid Security and Performance Security of the Bidder / Consultant.
3. Criminal Liability: If the Employer obtains knowledge of conduct of a Bidder or Consultant, or of an employee or a representative or an associate of a Bidder or Consultant which constitutes corruption within the meaning of IPC Act, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last five (5) years with any other Company in any country confirming to the anti-corruption approach or with Central Government or State Government or any other Central / State Public Sector Enterprises in India that could justify his exclusion from the Selection Process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Selection Process or action can be taken for banning of business dealings / holiday listing of the Bidder / Consultant as deemed fit by the Employer.
3. If the Bidder(s) / Consultant can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Consultants

1. The Bidder(s) / Consultant shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-consultants.
2. The Employer will enter into Pacts on identical terms as this one with all Bidder(s) and Consultant.
3. The Employer will disqualify Bidder(s) / Consultant, who do not submit, the duly signed Integrity Pact between the Employer and the Bidder / Consultant, along with the Bid or violate its provisions at any stage of the Selection Process, from the Selection Process.

Article 6: Duration of the Pact

This Pact begins when both the Parties have legally signed it. It expires eighteen (18) months after the completion of the Assignment under the Contract.

If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged / determined by the Employer.

Article 7: Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the headquarters of the division of the Employer, who has floated the RFQ cum RFP.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Consultant is a partnership or a JV / Consortium, this Pact must be signed by all the Partners or by one or more Partners holding Power of Attorney signed by all Partners and JV / Consortium Members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.



- 5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Employer in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to Arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the Parties hereto shall be in addition to all the other legal rights and remedies belonging to such Parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Contract document with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the Parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Employer)

.....
(For and on behalf of Bidder / Consultant)

WITNESSES:

1.

(Signature, name and address)

2.

(Signature, name and address)

Place :

Date :