



National Industrial Corridor Development Corporation Limited

National Competitive Bidding (NCB)

CONSULTANCY SERVICES FOR

**PREPARATION OF PERSPECTIVE PLAN FOR DELHI NAGPUR
INDUSTRIAL CORRIDOR (DNIC) REGION**

REQUEST FOR QUALIFICATION

CUM

REQUEST FOR PROPOSAL

July 2021

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

8th Floor, Tower-1, LIC, Jeevan Bharti Building,
Connaught Place
New Delhi-110001
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NICDC
Delhi Mumbai Industrial Corridor Development Corporation Limited
NATIONAL COMPETITIVE BIDDING (NCB)

Request for Qualification (RFQ)-cum-Request for Proposal (RFP) for Selection of Consultant for Preparation of Perspective Plan for Delhi Nagpur Industrial Corridor (DNIC) Region

(Ref No: DNIC/2021/07/001)

The Government of India has envisaged the development of Delhi Nagpur Industrial Corridor (DNIC) to achieve accelerated development and regional industry agglomeration in the States of Delhi, Uttar Pradesh, Rajasthan, Madhya Pradesh and Maharashtra. National Industrial Corridor Development Corporation Limited (NICDC), a special purpose company, has been entrusted to select the consultants for the DNIC Project.

Online tenders through GeM Portal are invited by National Industrial Corridor Development Corporation Limited (NICDC) from interested bidders for Selection of Consultant for Preparation of **Perspective Plan for Delhi Nagpur Industrial Corridor (DNIC) Region**. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RfQ cum RfP document uploaded on the website: www.nicdc.in or from GeM Portal (<https://gem.gov.in/>).

National Industrial Corridor Development Corporation Ltd

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Disclaimer

1. This RFQ cum RFP document is neither an agreement nor an offer by National Industrial Corridor Development Corporation Limited (NICDC) to the prospective Applicants or any other person. The purpose of this RFQ cum RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFQ cum RFP.
2. NICDC 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 to consider particular needs of each party who reads or uses this RFQ cum RFP document. This RFQ cum RFP includes statements which reflect various assumptions and assessments arrived at by NICDC in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFQ cum RFP document and obtain independent advice from appropriate sources.
3. NICDC will not have any liability to any prospective Consultancy Company / Firm/ 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 or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. NICDC will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFQ cum RFP.
4. NICDC will not be responsible for any delay in receiving the proposals. The issue of this RFQ cum RFP does not imply that NICDC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the consultancy and NICDC reserves the right to accept/reject any or all of proposals submitted in response to this RFQ cum RFP document at any stage without assigning any reasons whatsoever. NICDC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFQ cum RFP Application.
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 accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. NICDC reserves the right to change/ modify/ amend any or all provisions of this RFQ cum RFP document. Such revisions to the RFQ cum RFP/ amended RFQ cum RFP will be made available on the website of NICDC.

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Section 1. Letter of Invitation

New Delhi

Date: July, 2021

1. Background

Government of India is developing Industrial Corridors with the objective of fast-tracking growth and facilitate development of a well-planned and resource – efficient industrial base served by world-class sustainable connectivity infrastructure, bringing significant benefits in terms of innovation, manufacturing, job creation and resource security to the nation.

Looking at the progress of various projects as part of the Industrial Corridor Programme, the mandate was expanded further by considering the project proposals submitted by respective State Govt.(s) and have included 11 corridors for development in the National Industrial Corridor Programme; Delhi Nagpur Industrial Corridor (DNIC) being one of the approved corridors for the development of Industrial Nodes.

These Industrial Corridor projects are already included as part of the National Master Plan comprising 11 corridors with 32 projects/nodes proposed to be implemented in 04 phases.

DNIC Project is proposed with National Highways (*being developed under the North South Corridor of National Highways Development Project*) as a backbone and in close vicinity to the North-South DFC future Corridor, utilizing the existing Highway and Dedicated Freight Corridor along this route.

Gol has initiated the national programme, “Make-In-India” to promote manufacturing sector in a comprehensive manner. The program aims to facilitate investment, foster innovation, enhance skill development, protect intellectual property, and build best-in-class manufacturing infrastructure. On the other hand, contribution of manufacturing sector to overall GDP in India is still lower as compared to that of fast developing economies in the region like Thailand, China, Indonesia and Malaysia. Thus, what is seen is that at the national level, there is clearly an opportunity to steer industrial corridor development in a collective & coordinated fashion. The Delhi Nagpur Industrial Corridor proposes to address in a holistic approach the infrastructure requirements to be developed while benefiting from the inherent strengths and competitiveness in the States of Delhi, Uttar Pradesh, Rajasthan, Madhya Pradesh and Maharashtra. Accordingly, market driven Industrial Nodes/Greenfield Mega Smart Cities are proposed to be developed, at strategic locations, within the corridor to provide transparent and

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investment friendly facility regimes. These are proposed to be self-sustained nodes with world-class infrastructure, road and rail connectivity for freight movement to and from ports and logistics hubs, served by reliable power, quality social infrastructure, and provide a globally competitive environment conducive for setting up businesses.

The broad vision for the DNIC is to become a leading manufacturing industrial setup in the State with the following principles:

- Integrate smart growth within a new Industrial Node/ Greenfield Smart City/ Integrated Industrial Cluster.
- Identify high-value manufactured products using Smart technology with high export potential.
- Maintain a unique cultural heritage.
- Provide a healthy quality of life.

Therefore, National Industrial Corridor Development Corporation Limited (NICDC) invites proposals to undertake following assignment (“The Assignment”):

“PREPARATION OF PERSPECTIVE PLAN FOR DELHI NAGPUR INDUSTRIAL CORRIDOR REGION”.

The detailed scope of services is provided in the Terms of Reference.

2. Objective

To prepare a Regional Perspective Plan for the Delhi-Nagpur Industrial Corridor (DNIC) Region, along with undertaking Feasibility for establishing Industrial Node/ Smart City in each of the DNIC States. The consultant shall keep in mind and follow the vision which is to develop the strategic framework to create a vibrant economic corridor that is viable in all respects.

3. Selection Criteria for the Consultant

A Consultant will be selected under Combined Quality cum Cost Based Selection (CQCCBS) and procedures described in this RFQ cum RFP.

4. The RFQ cum RFP includes the following documents:

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Consultants

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SECTION 3: Pre-Qualification and Technical Proposal - Standard Forms

SECTION 4: Financial Proposal - Standard forms

SECTION 5: Terms of Reference

SECTION 6: Standard forms of Contract

All clarifications/ corrigenda will be published only on the Client's website. The official website for accessing the information related to this RFQ CUM RFP is: <https://gem.gov.in/> and www.nicdc.in (the "Official Website").

Note: From the "Home" page access the "Tenders" section to access all the uploaded documents related to this RFQ cum RFP.

Yours sincerely

CEO& MD

NICDC

Section 2. Instructions to Consultants

2.1 Introduction

- 2.1.1 The Client named in the data sheet will select a consulting firm/ organisation (the Consultant), in accordance with the method of selection specified in the data sheet. Applicants are advised that the selection of consultant shall be on the basis of an evaluation by Client through the selection process specified in this RFQ CUM RFP (the “Selection Process”). Applicants 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 Client’s decisions are without any right of appeal whatsoever.
- 2.1.2 **The Applicants shall submit the proposals online through GeM Portal i.e., <https://gem.gov.in/> Bid proposals received in the manual form at the client’s address will not be accepted.**
- 2.1.3 The term “Applicant” refers to a single entity or the group of entities coming together to execute the assignment. The Proposal will form the basis for contract signing with the selected Consultant. The Consultant shall carry out the preliminary design and prepare tender documents for selection of contractor and review the contractors’ detailed designs of works in the project area in accordance with the Terms of Reference of this RFQ CUM RFP (the “TOR”).
- 2.1.4 **The Applicant shall submit the Proposal in the form and manner specified in this RFQ CUM RFP. Online submission of proposals must reach NICDC office as per the date and time mentioned in this document. It is the responsibility of the Bidder to submit the bid before the last date and time on the online portal, and NICDC shall not be responsible for any delay due to any of the technical/server issues.**
- 2.1.5 The Proposal shall be submitted as per the forms given in relevant sections herewith. Upon selection, the Applicant shall be required to enter into a contract with the Client in the form specified in this RFQ CUM RFP (the “Contract”).
- 2.1.6 Applicants should familiarize themselves with local conditions and take them into account in preparing their Proposals.
- 2.1.7 The Client will timely provide, at no cost to the Consultants, the inputs and facilities required to carry out the services, and provide relevant project data and reports related to the Assignment available with the Client. However, for avoidance of doubt, it is hereby clarified that the aforesaid data/ information provided under the RFQ CUM RFP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the Applicants towards preparation of their Proposals. The Applicants 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 Client and/ or any of his consultants.
- 2.1.8 Applicants shall bear all costs associated with the preparation and submission of their proposals, 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 Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Applicants.
- 2.1.9 Client requires that the Consultant provides professional, objective, and impartial advice and at all times hold Client’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.

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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 Client and the Project.

- 2.1.10 It is the Client's policy to require that the Consultants observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, the Client:
1. defines, for the purposes of this provision, the terms set forth below as follows:
 - a) "Corrupt practice" means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and
 - b) "Fraudulent practice" means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.
 2. will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the contract in question;
 3. will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the contract.
- 2.1.11 All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulge in "Prohibited Practices"; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid during the last 5 (Five) years, and the bar subsists as on the date of the Proposal Due Date, it would not be eligible to submit a Proposal either by itself or as part of a Consortium.
- 2.1.12 Arbitration: 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 RFQ CUM RFP, 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 above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi – India and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.
- 2.1.13 Termination of Contract: Client will have the right to terminate the contract by giving 30 (thirty) days written notice. In the event of termination for no fault of Consultant, the Client will reimburse all the expenses incurred by the Consultant (upon submission of proof) including closing-up of the project. If the contract is terminated due to the fault of the Consultant or in case of termination of the contract by the Consultant for reasons not attributable to the Client, the Client will forfeit the performance security of the Consultant.
- 2.1.14 Details related to timelines and submission of deliverables at each stage is given in the TOR.

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- 2.1.15 The Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date (the “PDD”).
- 2.1.16 Brief Description of the Selection Process: The Client has adopted a three-stage selection process (collectively the “Selection Process”) for evaluating the Proposals. The Bids shall comprise of three parts namely the Pre-Qualification, Technical and Financial Proposals. The Pre-Qualification Proposal shall be submitted online titled Request for Qualification (RFQ) along with the processing fee and bid security. The Technical Proposal and Financial Proposal 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. Subsequently the technical evaluation as specified in this RFQ cum RFP will be carried out only for those Applicants who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. Only the Financial Proposals of technically qualified Applicants will be opened. Proposals will finally be ranked according to their combined technical and financial scores as specified in this RFQ cum RFP. The first ranked Applicant (the —Selected Applicant) shall be invited for Negotiations while the second ranked Applicant will be kept in reserve.**
- 2.1.17 Number of Proposals: No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as a member of a consortium shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.
- 2.1.18 Visit to the Client and Verification of Information: Applicants are encouraged to submit their respective Proposals after visiting the office of the Client or its delegates as the case may be, and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
- 2.1.19 Right to reject any or all Proposals:
1. Notwithstanding anything contained in this RFQ CUM RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
 2. Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:
 - a) at any time, a material misrepresentation is made or discovered, or
 - b) the Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
 3. Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.
- 2.1.20 Acknowledgement by Applicant
1. It shall be deemed that by submitting the Proposal, the Applicant has:
 - a) made a complete and careful examination of the RFQ CUM RFP;
 - b) received all relevant information requested from the Client;
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ CUM RFP or furnished by or on behalf of the Client;

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- d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - e) acknowledged that it does not have a Conflict of Interest; and
 - f) agreed to be bound by the undertaking provided by it under and in term hereof.
2. The Client and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Applicant 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 Client and/ or its consultant.

2.1.21 RFQ CUM RFP Processing Fee: The RFQ CUM RFP submissions shall be accompanied by a Bank Draft of INR 1,00,000.00 (Indian Rupees One Lakh only) plus GST @18% in favour of “National Industrial Corridor Development Corporation Limited”, payable at New Delhi, India, as a non-refundable RFQ CUM RFP processing fee (the “RFQ CUM RFP Processing Fee”). Proposals unaccompanied with the aforesaid RFQ CUM RFP Processing Fee shall be liable to be rejected by the Client. The scanned copy of the processing fee shall be submitted online at the time of submission of bid proposals. The hard copy of the processing in the form of Bank Draft shall be submitted at the Client’s office before last date of submission of proposals. Applicants whose processing fee is not received by the Client before the last date of submission, their proposals will be rejected.

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

Account Name: National Industrial Corridor Development Corporation Ltd

Bank Name: Central Bank of India

Account Number: 3382758503

IFSC Code: CBIN0280298

Branch Name: Hotel Ashok, Chanakyapuri

Exemption of Fees for MSMEs

The exemption from payment of bid processing fee/tender fee and earnest money as bid security for Micro, Small and Medium Enterprises (MSMEs) will be as per the Public Procurement Policy notified by Ministry of Micro, Small and Medium Enterprises, Govt. of India and Rule 153 of GFR 2017.

2.1.22 Project Office: Consultant is advised to have their main Project Office in Delhi NCR.

2.2 Clarification and amendment of RFQ CUM RFP documents

2.2.1 Consultants may seek clarification on this RFQ CUM RFP document, within a week of the date of issue of this RFQ CUM RFP document. Any request for clarification must be sent by standard electronic means (PDF and word file)/ fax to the Client’s office addressed to:

**CEO & Managing Director,
National Industrial Corridor Development Corporation Limited,
8th Floor, Tower-1, LIC, Jeevan Bharti Building,
Connaught Place
New Delhi-110001**

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The Client will endeavour to respond to the queries not later than 2 (two) weeks prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The Client will post the reply to all such queries on GeM Portal and on NICDC website.

- 2.2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFQ CUM RFP documents by an amendment. All amendments/ corrigenda will be posted on GeM Portal and NICDC's Website. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the Proposal Due Date.
- 2.2.3 Date of pre-bid meeting and venue is mentioned in data sheet. Applicants willing to attend the pre-bid should inform client beforehand in writing and email. The maximum no. of participants from an applicant, who chose to attend the pre-bid meeting, shall not be more than two per applicant. The representatives attending the pre-bid meeting shall accompany with an authority letter duly signed by the authorised signatory of his/her organisation.

2.3 Clarification and/ or interpretation of reports

After submission of the final reports of each phase by the Consultant, to the satisfaction of the Client or State Nodal Agency, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, consultant shall, on receipt of written request from the Client or State Nodal Agency, furnish such clarification to the satisfaction of Client or State Nodal Agency within five (05) working days without any extra charge.

2.4 Ownership of document and copyright

All the study outputs including primary data shall be compiled, classified and submitted by the Consultants to the Client in hard and 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 Client and shall not be used for any purpose other than that intended under these terms of reference without the permission of the Client.

2.5 Bid security

- 2.5.1 **A bid security in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of 'National Industrial Corridor Development Corporation Limited', valid for 180 (one hundred and eighty) days from the PDD, payable at New Delhi, for the sum of Rs 10,00,000/- (Rupees Ten Lakh Only) shall be required to be submitted by each Applicant ("Bid Security").**
- 2.5.2 **The scanned copy of the bid security/transfer details shall be submitted online at the time of submission of bid proposals. The hard copy of the bid security in the form of Bank Guarantee shall be submitted at the Client's office before last date of submission of proposals. Applicants whose bid security is not received by the Client before the last date of submission, their proposals will be rejected.**

The details for online transfer of bid security are as under:

Account Name: National Industrial Corridor Development Corporation Ltd

Bank Name: Central Bank of India

Account Number: 3382758503

IFSC Code: CBIN0280298

Branch Name: Hotel Ashok, Chanakya Puri

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- 2.5.3 Client will not be liable to pay any interest on bid security deposits. Bid security of unsuccessful Applicants shall be returned, without any interest, within two months after signing the contract with the Selected Applicant or when the selection process is cancelled by Client. The Selected Applicant's Bid Security shall be returned, without any interest upon the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RFQ CUM RFP and contract.
- 2.5.4 Client will be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to Client in regard to the RFQ CUM RFP without prejudice to Client's any other right or remedy under the following conditions:
1. If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFQ CUM RFP (including the Standard Form of Contract);
 2. If any Applicant withdraws its Proposal during the period of its validity as specified in this RFQ CUM RFP and as extended by the Applicant from time to time,
 3. In the case of the Selected Applicant, if the Selected Applicant fails to sign the contract or provide the Performance Security within the specified time limit, or
 4. If the Applicant commits any breach of terms of this RFQ CUM RFP or is found to have made a false representation to Client.
- 2.5.5 Performance Security equivalent to the amount indicated in this RFQ CUM RFP shall be furnished before signing of the contract in the form of a Bank Guarantee in the format specified in RFQ CUM RFP document.

For the successful bidder the Performance Security shall be retained by Client until the completion of the assignment by the Consultant and be released 180 (One Hundred Eighty) days after the completion of the assignment.

2.6 Eligibility of applicants

- 2.6.1 The Applicant for participation in the Selection Process, may be a single entity or a group of entities (the "Consortium"), coming together to execute the Assignment. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the Assignment.
- 2.6.2 An Applicant or a member of Consortium may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956 or a body corporate incorporated under the applicable laws of its origin.
- 2.6.3 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise. Similar projects to be construed are Detailed Master Planning and Preliminary Engineering etc.
- 2.6.4 An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
1. the Applicant, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Applicant, its 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

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the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 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 4A of the Companies Act, 1956. 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 26 percent of the subscribed and paid up equity shareholding of such intermediary; or

2. a constituent of such Applicant is also a constituent of another Applicant; or
3. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
4. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
5. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Applicant; or
6. there is a conflict among this and other consulting assignments of the Applicant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Client 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
7. a firm which has been engaged by the Client to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as per provisions of this RFQ CUM RFP, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
8. the Applicant, its Member or Associate (or any constituent thereof), and the bidder or 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 an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or 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 sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution

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referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

9. For purposes of this RFQ CUM RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (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 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.
- 2.6.5 An Applicant eventually appointed to provide Consultancy for this Assignment/ Project, and its Associates, shall be disqualified from subsequently providing consultancy and/or goods, works, services etc. 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 2 (two) years from the completion of this Assignment. 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 5 percent of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.
 - 2.6.6 Any entity which has been barred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project during the past 5 (Five) years, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal either by itself or through its Associate.
 - 2.6.7 An Applicant or its Associate should have, during the last 3 (three) 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 Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
 - 2.6.8 In case the Applicant is a Consortium, it shall, comply with the following additional requirements:
 1. Number of members in a consortium shall not exceed 3 (three);
 2. Subject to the provisions of sub-clause (1) above, the Application should contain the information required for each member of the Consortium;
 3. Members of the Consortium shall nominate one member as the lead member (the "Lead Firm"). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFQ CUM RFP, signed by all the other members of the Consortium. The duties, responsibilities and powers of such Lead firm shall be specifically included in the joint Bidding Agreement. It is expected that the Lead Firm would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium.
 4. The Application should include a brief description of the roles and responsibilities of individual members;
 5. An individual Applicant cannot at the same time be a member of a Consortium applying for the Assignment. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for the Assignment;
 6. No Change in the composition of the Consortium will be permitted by the Client during the Selection Process and during the subsistence of the contract (in case the successful applicant/ consultant is a consortium).

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7. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Jt. Bidding Agreement"), for the purpose of submitting a Proposal. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - a) clearly outline the proposed roles and responsibilities, if any, of each member;
 - b) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Assignment until the completion of the Assignment in accordance with the contract and the TOR;
 - c) clearly define the proposed administrative arrangements (organisation chart) for the management and execution of the Assignment, if awarded to the Consortium;
 - d) except as provided under this RFQ CUM RFP, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Client.

2.7 Preparation of proposal

- 2.7.1 Consultants are requested to submit their Proposal online only and in English language and strictly in the formats provided in this RFQ CUM RFP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.7.2 In preparing their Proposal, Consultants are expected to thoroughly examine the RFQ CUM RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 2.7.3 Technical Proposal: While preparing the Technical Proposal, Consultants must give particular attention to the following:
 1. The team leader proposed must be permanent full-time employees of the firm responsible entirely for all the Project related matters. It is desirable that the other key staff be either permanent full-time employees of the firm or have a dedicated full-time contract to work on this project.
 2. If any key staff proposed is not a permanent employee of the Applicant (including in case of a JV, of its members), a certificate from the consultant and key staff must be furnished mentioning his/ her availability for the project. In the absence of such certificate, his/ her CV will not be evaluated.
 3. Consultant is to ensure that the time allocated for the proposed key staff does not conflict with the time allocated or proposed for any other assignment. The Client reserves the right to request a workload projection (including time spent on other projects/clients) for the key staff.
 4. The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.
 5. No such key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the TOR.
 6. The key personnel shall remain available for the period as indicated in the RFQ CUM RFP.
 7. No alternative proposal for any key personnel shall be made and only one CV for each position shall be furnished.
 8. Each CV needs to have been recently signed by the key personnel and/or countersigned by the authorized official of the Firm. At the time of submission of bid proposal, 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 signatory shall be required in original.

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9. A CV shall be summarily rejected if the educational qualification of the key personnel proposed does not match with the requirement as given in the RFQ CUM RFP.
 10. Client certifications for the projects listed under the experience section. The certifications must confirm the project attributes (size, fee, duration etc) and the scope of work on the projects.
 11. The Applicant should form a Joint Venture/ Consortium with his Associate in case he wants to submit the proposal using the experience/ strength of his Associate.
 12. If the Applicant being a Consortium is qualified on the strength of the experience of a member which is a foreign company/ entity, requisite key personnel from that foreign company/ entity shall be fielded.
 13. The personnel proposed should possess good working knowledge of English Language.
 14. No key personnel involved should have attained the age of 70 (seventy) years at the time of submitting the proposal. The client reserves the right to ask for proof of age, qualification and experience at any stage of the project.
 15. The technical proposal must not include any financial information
- 2.7.4 Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, Client will be entitled to reject the Proposal.
- 2.7.5 Proposals shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the Authorised Representative (the "Authorised Representative") as detailed below:
1. by the proprietor in case of a proprietary firm;
 2. by a partner, in case of a partnership firm and/or a limited liability partnership; or
 3. by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
 4. by the Authorised Representative of the Lead Firm, in case of consortium; and,
 5. Power of Attorney, for the Authorised Representative and or the Lead Firm of the Consortium, if applicable, is executed as per Applicable Laws.
- 2.7.6 Applicants should note the Proposal Due Date (PDD), as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFQ CUM RFP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants 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 Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
- 2.7.7 The Proposal shall be accompanied by a certified copy of legally binding Joint Bidding Agreement in case of JV/consortium, in the format provided in this RFQ CUM RFP, signed by all firms/entities confirming the following therein:
1. Date and place of signing
 2. Purpose of JV/Consortium (must include the details of the Services hereunder for which the JV/Consortium has been invited to bid)
 3. A clear and definite description of the proposed administrative arrangements (organisation chart) for the management and execution of the assignment

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4. 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
5. An undertaking that the members of the JV/Consortium are jointly and severally liable to the Client for the performance of the services and
6. The authorized representative of the JV/Consortium (as approved by a Board resolution of Member-in-Charge).

The furnishing of this Joint Bidding Agreement to the Client shall not in any manner prejudice the provisions in the contract relating to joint and severe liability of the Members.

- 2.7.8 Similarly, Power of Attorney for both authorised representative and lead member of the JV/Consortium shall also be furnished as per the formats available in the RFQ CUM RFP.
- 2.7.9 A firm can bid for a project either as a sole consultant or in the form of JV/Consortium with other consultant. Experience of sub-consultant will not be considered while evaluating the bid.
- 2.7.10 The Pre-Qualification Proposal should provide the following information using the attached Standard Forms:
 - i. Details of eligible projects as per the Standard Forms so as to meet the Minimum Qualification Criteria prescribed in this RFQ cum RFP.
- 2.7.11 The Technical Proposal should provide the following information using the attached Standard Forms.
 1. For recent assignments of similar nature, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
 2. The comments and suggestions provided by the Applicant on the RFQ CUM RFP/ Contract/ TOR are not binding and shall not affect the financial proposal.
 3. Detailed Approach and Methodology for undertaking the current Assignment.
 4. Against the list of proposed staff, details of tasks assigned to each staff as per his/ her experience shall influence the evaluation.
 5. Each page of the CV must be signed in original by the Authorised representative together with original or electronic signature of the key team member at the proposal stage. However, at the time of contract signing, original signatures of both authorised representative and the key staffs shall be required.
 6. The consultant shall make the assessment of support personnel both technical and administrative to undertake the Assignment. Additional support and administrative staff shall be provided as needed for the timely completion of the Assignment within the total estimated cost. Consultant should provide time estimates of key staff as well as support staff in the staffing schedule. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to.
 7. Ongoing projects can be submitted with detail of progress supported by suitable documents. Projects/ assignments completed up to 80 percent or more shall only be considered for evaluation but marks awarded for such projects shall only be up to 80 percent of maximum marks. The Applicant shall provide the proof that the project is completed up to 80 percent through copy of invoice or payment received till date or through certificate from the respective client.
- 2.7.12 Financial proposal: While preparing the Financial Proposal, Consultants are expected to take into account the various requirements and conditions stipulated in this RFQ CUM RFP document. The Financial Proposal should be a lump sum Proposal inclusive

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of all the costs including but not limited to all taxes associated with the Assignment. While submitting the Financial Proposal, the Consultant shall ensure the following:

1. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
2. The Financial Proposal 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 Consultants, sub-consultants and their staff. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Consultant shall be paid only GST over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

2.7.13 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ CUM RFP.

2.7.14 The financial Proposal shall be divided into professional fee and out of pocket expenses as per forms prescribed in this RFQ CUM RFP. The break-up of remunerations and out of pocket expenses should match the total cost of Financial Proposal.

2.7.15 Consultants shall express the price of their services (including break down of their costs) in Indian Rupees.

2.7.16 The Consultants may be subjected to local taxes (such as GST, social charges or income taxes on non-resident foreign personnel, duties, fees, levies etc) on amounts payable by the Client under the Contract. Consultants must do their due diligence about the tax implications and Client will not be liable for any incident.

2.7.17 The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete contract signing within this period. If the Client wishes to extend the validity period of the proposals, it may ask the consultants to extend the validity of their proposals for a stated period. Consultants, who do not agree, have the right not to extend the validity of their proposals.

2.8 Submission, receipt and opening of proposals

2.8.1 The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposal.

2.8.2 The Authorised Representative of the Applicant should initial all pages of Pre-Qualification, Technical and Financial proposal. The Authorised Representative's authorisation should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.

2.8.3 The Applicant shall submit the proposals online at the GeM Portal. Proposals submitted at the client's address manually will be rejected.

2.8.4 Proposal submissions:

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Particulars	Content	Forms	Remarks
RFQ Proposal	Processing Fee Pre-Qualification Proposal Bid Security	Form: 3A, 3B and 3C, 3D, 3E, 3F, 3G	<ul style="list-style-type: none"> • Processing fee and Bid security in original should be submitted at the client address before the last date and time of submission. • The original Joint Bidding Agreement, Power of Attorney, for the Authorised Representative and the Lead Firm of the Consortium, if applicable shall also be submitted at the official address along with the processing fee and bid security before the last date and time of submission. The scan copies of the same shall be submitted online in the relevant sections of the proposal.
RFP Proposal	Technical Proposal	Form 3H, 3I, 3J, 3K, 3L, 3M, 3N,	
Financial Proposal	Financial proposal	Form: 4A, 4B, 4C, 4D, 4E	

2.8.5 Any Proposal received after the closing time for submission of Proposals will not be accepted.

2.8.6 After the Proposal submission until the contract is awarded, if any Consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the Client during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

2.9 Proposal evaluation

- 2.9.1 As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (**—Shortlisted Applicants**), shall be checked for responsiveness in accordance with the requirements of the RFQ cum RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ cum RFP document.
- 2.9.2 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFQ CUM RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

RFQ Stage

1. The Pre-Qualification Proposal is received in the form specified in this RFQ cum RFP;
2. it is received by the Proposal Due Date including any extension thereof in terms hereof;
3. It is accompanied by the Processing Fee and bid security as specified in this RFQ cum RFP;
4. It is signed and marked as stipulated in this RFQ cum RFP;
5. It is accompanied by Joint Bidding Agreement, the Power of Attorney, for the Authorised Representative and the Lead Firm of the Consortium, if applicable;
6. It does not contain any condition or qualification; and
7. It is not non-responsive in terms hereof.

RFP Stage

Technical Proposal

1. The technical Proposal is received in the form specified in this RFQ cum RFP;
2. It is received by the Proposal Due Date including any extension thereof in terms hereof;
3. It is signed and and marked as stipulated in this RFQ cum RFP;
4. It is accompanied by Joint Bidding Agreement, the Power of Attorney, for the Authorised Representative and the Lead Firm of the Consortium, if applicable;
5. It does not contain any condition or qualification; and
6. It is not non-responsive in terms hereof;

Financial Proposal

1. The Financial Proposal is received in the form specified in this RFQ cum RFP;
2. It is signed and and marked as stipulated in this RFQ cum RFP;
3. It does not contain any condition or qualification; and
4. It is not non-responsive in terms hereof.

The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications from the applicant during the evaluation process. The Client will

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subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

- 2.9.3 As part of the evaluation, the Pre-Qualification Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be opened and evaluated further.

2.9.4 Minimum Qualification Criteria

Clause	Minimum Qualification Criteria	No of Projects
a.	Experience in Planning / Feasibility studies / Detailed Project Report/ Project Management Consultancy of Industrial Corridor/Economic Corridor of length not less than 500 km Or Experience of preparation of Regional Development Plan for an area not less than 10000 sq km	2
b.	Average annual revenue from consultancy services for last 3 financial years i.e. 2018-19, 2019-20, 2020-21	INR 100 Crores

For Eligible Projects ongoing projects completed up to 80 percent can be considered

- 2.9.5 Technical Evaluation Criteria: The Evaluation Committee ("**Evaluation Committee**") appointed by the Client will carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

Technical Proposal Evaluation			
S.N.	Heading	Description	Marks
A	Firm size and Experience	Specific experience of the consultants related to the Assignment. The applicants shall demonstrate their capability with details of relevant experience in carrying out 5 similar assignments for preparation of strategy/ perspective/ vision/ master plans for industrial corridors/ regions involving multi-sectoral industry and infrastructure projects resource management, etc. in the last ten years preceding the PDD, will be considered for the purpose of qualification.	25 (Max. of 5 projects to be submitted)

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B	Experience of Key Personnel	Qualification and competence of the key staff for the Assignment	50
C	Adequacy of Work Plan and Approach	<p>Adequacy of the proposed work plan and methodology in response to the TOR (followed by presentation, if desired by evaluation committee)</p> <ul style="list-style-type: none"> • Project appreciation and understanding of assignment • Project approach and methodology • Duties and responsibilities of the team leader and other key personnel • Work plan and manning schedule 	25
	Total marks		100

The minimum technical score required to qualify technical evaluation is 70 (seventy) Points out of 100 (hundred). A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFQ cum RFP Document and the Terms of Reference or if it fails to achieve the minimum technical score. The Client will notify Applicants who fail to score the minimum technical score about the same and return their Financial Proposals unopened after completing the selection process.

- 2.9.6 The Client will notify the Applicants who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.
- 2.9.7 The Financial Proposals will be opened publicly in the presence of Applicants' representatives who choose to attend. The name of the Applicants, their technical scores and the proposed prices will be read aloud and recorded when the Financial Proposals are opened.
- 2.9.8 Prior to evaluation of the Financial Proposals, the Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
- 2.9.9 The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

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$$S_f = 100 \times F_m/F;$$

in which S_f is the financial score, F_m is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

Proposals will be finally be ranked in accordance with their combined technical (S_t) and financial (S_f) scores:

$$S = S_t \times T_w + S_f \times F_w;$$

where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal that will be 0.80:0.20.

The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be invited for contract signing (the "Successful Applicant").

2.10 Correction of Errors

The Financial Bids of Technically Qualified Applicants will be checked by the Client (NICDC) for any arithmetic errors. Errors will be corrected by the Client (NICDC) as follows:

- a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- b) 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.
- c) Whenever there is a difference between the Financial Quote (as submitted by the Applicant) and the corrected value (after arithmetic verification), the lower of the two values will prevail.

2.11 Negotiation

- 2.11.1 The Selected Applicant may, if necessary be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFQ CUM RFP. Issues such a 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 Selected Applicant fails to reconfirm its commitment, the Client reserve the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.11.2 The Client will examine the CVs of all other Key Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Client.
- 2.11.3 The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction in the remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.

2.12 Award of contract

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- 2.12.1 After selection, a Letter of Award (the “LOA”) will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.
- 2.12.2 Performance Security: Performance Security equivalent to 3 (Three) percent of the total cost of Financial Proposal shall be furnished from a nationalised/ Scheduled Bank, before signing of the contract, in form of a Bank Guarantee in the format specified at Annexure of the contract. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Consultant and will be released 180 (One Hundred Eighty) Days after the completion of the assignment.
- 2.12.3 Execution of contract: After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Agreement within 30 (thirty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement
- 2.12.4 Commencement of Assignment: The Successful Applicant/ Consultant is expected to commence the Assignment on the date of Commencement of Services as prescribed in the General Conditions of Contract. If the Successful Applicant fails to either sign the Agreement or commence the assignment as specified herein, the Client may invite the second ranked Applicant for contract signing. In such an event, the Bid Security/ Performance Security, as the case may be, of the first ranked Applicant shall be liable to be forfeited by the Client.

2.13 Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

2.14 Fraud and corrupt practices

- 2.14.1 The Applicants 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, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant 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 Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFQ CUM RFP, including consideration and evaluation of such Applicant’s Proposal.
- 2.14.2 Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement,

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such Applicant or Consultant shall not be eligible to participate in any tender or RFQ CUM RFP issued by the Client during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

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 Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA 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 year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, 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 LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;
2. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
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;
4. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Client 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
5. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.15 Pre-Bid meeting

2.15.1 Pre-Bid Meeting of the Applicants will be convened at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of an authorisation letter from the Applicant.

2.15.2 During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Client. The Client will endeavour 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.

2.16 Miscellaneous

2.16.1 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.

2.16.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

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1. Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 2. Consult with any Applicant in order to receive clarification or further information;
 3. Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
 4. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 2.16.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 2.16.4 All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to Client in relation to the consultancy shall be the property of Client.
- 2.16.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Tentative schedule for selection process

The Client will endeavour to follow the following schedule:

Date of issue of RFQ CUM RFP	08 th July 2021
Last date for receiving queries/requests for clarifications	19 th July 2021
Pre-bid meeting	20 th July 2021
Client's response to queries/requests for clarifications	30 th July 2021
Proposal Due Date	21 st August 2021

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2.16.6 Data sheet

Reference	Description
Section 1, Point 1	<p>The main objective of this assignment is to appoint a consultant for Preparation of Perspective Plan for Delhi Nagpur Industrial Corridor (DNIC) Region. The detailed descriptions of services are mentioned in the Terms of Reference.</p> <p>Applicant shall submit their offer in electronic format on GeM Portal only. Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the 24x7 GeM Portal Helpdesk. The contact number for the helpdesk is helpdesk-gem@gov.in</p> <p>Toll Free Numbers: 1800-419-3436; 1800-102-3436.</p>
Section 1, Point 3	The method of selection is Combined Quality Cum Cost Based Selection (CQCCBS).
2.1.1	The name of Client is: "National Industrial Corridor Development Corporation Limited".
2.1.15	The proposal of the consultant shall be valid for 180 (one hundred and eighty) days from the Proposal Due Date.
2.2	<p>Clarification must be requested on or before 19th July 2021. Applicants shall share the MS Word file in soft copy of pre-bid queries at the time of requesting clarifications. The address for requesting clarification is:</p> <p>CEO & Managing Director, National Industrial Corridor Development Corporation Limited, 8th Floor, Tower-1, LIC, Jeevan Bharti Building, Connaught Place, New Delhi-110001, India</p>
2.2.3	Date & Time of pre bid meeting – 20th July 2021 at 11.00 am, at the Official Address.
2.7.6	<p>The last date of submission of Proposal is 27th August 2021 before 3:00 pm (IST). The address for submission of Proposal is,</p> <p>CEO & Managing Director, National Industrial Corridor Development Corporation Limited, 8th Floor, Tower-1, LIC, Jeevan Bharti Building, Connaught Place, New Delhi-110001, India</p>
2.8.3	<p>Consultants must submit:</p> <ul style="list-style-type: none"> • Pre-qualification proposal • Technical proposal • Financial proposal
2.9.9	<p>The consultant to state cost in Indian Rupees only.</p> <p>The weights given to technical and financial proposals are:</p> <ul style="list-style-type: none"> • Technical = 0.8 • Financial = 0.2
Section 5, 5.5.2	Duration of project: 06 months
6.4.4a	The extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price. The client will be provided by the consultant with particulars (name, financial and technical back ground, excluding prices) of sub consultants.

2.17 Required experience and expertise of Key Personnel

2.17.1 List of minimum key personnel/ staff

SN	Position	Minimum years of professional experience	Specific expertise
1.	Team Leader-cum- Urban & Regional Planner	20	<p>Should have Masters in Urban/ Regional planning with experience in evolving perspective/ detailed vision plans, Regional development Plans for Economic and Industrial Corridor initiatives of similar size and nature.</p> <p>Should have experience of being Team Leader in at least 2 earlier similar projects. It is desirable to have international experience.</p> <p>The Team leader must be from the Lead member of the consortium or the JV partner.</p>
2.	Market / Industry Sector Analyst or Economist	15	<p>Should have MBA/MA Economics or equivalent with experience in market / industry sector analysis for similar corridor development projects/ Sector improvement programs having experience in industrial demand gap assessment. The experience in the agro processing industry sector will be given additional weightage.</p>
3.	Architects & urban designer	15	<p>Should have masters in Architecture/Urban design with experience of designing of large integrated projects/townships & cities/Industrial Cities/ industrial parks/ industrial clusters/SEZ etc.</p>
4.	Water Expert	15	<p>Should have Masters in Engineering with experience in water sourcing, planning & management of water supply network and wastewater recycle and reuse. The experience in area of Integrated Water Resource Management is desired.</p>
5.	Power/ Energy Expert	15	<p>Masters in Electrical Engineering with experience in planning and implementation of power supply networks and allied infrastructure for large integrated township/Industrial area/city using latest technology and software.</p>

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6.	Transportation Expert	15	Should have Masters in Transport Planning / Engineering with experience in planning/advising/ on regional connectivity / Road Network Planning, highways and expressways
7.	Railway / Multi-modal Logistics Expert	15	Should have Masters in engineering/planning with experience in planning/advising for setting up of railways and logistics infrastructure.
8.	Environment Expert	15	Master in Environmental Science or Engineering or equivalent with experience in environmental impact assessment, resettlement and rehabilitation, environmental management plan, sustainability and clean development mechanism.
9	Financial/PPP Expert	15	Should be an MBA (Finance) / Economist with experience in market study, demand & supply assessment, project funding and familiarity of various PPP approach for project development and implementation ,financial structuring of similar infrastructure project.

- Age of the key staff proposed should not be more than 70 Years on the last day of submission of proposal.
- The client reserves the right to ask for the details regarding the proof of age, qualification, experience and association of the key staff with the firm.
- Consultants, who are executing ongoing mandates from Client, must propose a separate team of key staff while bidding for this project.
- The key staff proposed above should be available for presentations/ discussions/ meetings with the Client, and/or State Govt. offices.
- The consultants are free to make their own estimate of man months required for effective execution of the project however it is mandated to provide a minimum of 150 man-months for the Key experts. While estimating man months it has been assumed that each expert will be supported by Support Staff.
- The consultants are required to suitably estimate the requirement of support staff to assist key experts.
- A summary of experience (in one page) is to be provided by the consultant for each of the key staff.

2.17.2 Qualification and competence of key staff

The total number of marks allocated for qualification and competence of the proposed Key Staff is 50 marks, distributed among 9 key personnel, as detailed further:

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S. NO	KEY STAFF	Marks
1.	Team Leader-cum- Strategic Planning Expert	10
2.	Market / Industry Sector Analyst or Economist	6
3.	Architects & urban designer	6
4.	Water Expert	5
5.	Power/ Energy Expert	5
6.	Transportation Expert	5
7.	Railway / Multi-modal Logistics Expert	5
8.	Environment Expert	4
9.	Financial/PPP Expert	4
	Total Marks	50

2.17.3 Evaluation criteria for Key personnel/ staff

A.	GENERAL QUALIFICATIONS	20%
A1.	Technical qualifications	10%
A2.	Professional experience	5%
A3.	Training and publications	5%
B.	ADEQUACY FOR THE ASSIGNMENT	65%
B1.	Experience in similar capacity/ broad sector	25%
B2.	Experience relevant to TOR/ Assignment	30%
B3.	Overseas/ International experience	10%
C.	FAMILIARITY WITH THE REGION	5%
C1.	Experience in infrastructure project in India	3%
C2.	Knowledge of local language and culture	2%
D.	ASSOCIATION WITH THE FIRM	10%
D1.	Full Time permanent staff	6%
D2.	Years of association	4%

Detailed evaluation criteria will be prepared by the evaluation committee for evaluation of the qualification and competence of the key staff for the assignment.

Section 3. Pre-qualification and Technical Proposal – Standard Forms

Form 3A:	Pre-qualification Proposal Submission Form
Form 3B:	Format for Pre-qualification Proposal (Eligible Projects)
Form 3C:	Format for Pre-qualification Proposal (Average Annual Turnover of Applicant)
Form 3D:	Format for Joint Bidding Agreement (in case of JV/Consortium)
Form 3E:	Format for Power of Attorney for Authorised representative
Form 3F:	Format for Power of Attorney for Lead Member of JV/ Consortium
Form 3G:	Format of Bank Guarantee for Bid Security
Form 3H:	Technical Proposal Submission Form
Form 3I:	Applicants Experience
Form 3J:	Description of Approach, Methodology and Work Plan for Performing the Assignment
Form 3K:	Team Composition and Task Assignments
Form 3L:	Curriculum Vitae (CV) for Proposed Professional Staff (with one page of summary of experience)
Form 3M:	Staffing Schedule
Form 3N:	Work Schedule

Form 3A: Pre-qualification Proposal Submission Form

[Location, Date]

To
CEO & Managing Director,
National Industrial Corridor Development Corporation Limited,
8th Floor, Tower-1, LIC, Jeevan Bharti Building,
Connaught Place, New Delhi-110001, India

RFQ CUM RFP dated [date] for selection of consultant for [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 Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [sole applicant/ JV/Consortium] [with] [insert a list with full name and address of each Joint Venture Consultant].

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

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

Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application 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 3 (three) 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 the Applicant, 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, including any Addendum issued by the Authority;

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- b) We do not have any conflict of interest in accordance with the terms of the RFQ CUM RFP;
 - 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 government, Central or State; 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 Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
 8. We declare that we are not a member of any other Consortium/JV 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 Consultancy for the Project 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 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 date of this RFQ CUM RFP.
 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 Client in connection with the selection of Consultant or in connection with the selection process itself in respect of the above-mentioned Project.
 13. We agree and understand that the proposal 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 consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
 14. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFQ CUM RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 15. We have studied RFQ CUM RFP 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 Client or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
 16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
 17. We agree and undertake to abide by all the terms and conditions of the RFQ CUM RFP Document.

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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 3B: 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 for carrying out consulting services similar to the ones requested under this assignment.]

- PROJECTS EXPERIENCE WITHOUT THE CLIENT CERTIFICATE WILL NOT BE EVALUATED.
- For Eligible Projects (Category(b)), ongoing projects completed to 80 percent can be considered.

Assignment Name and project cost:	Approx. value of the contract (in INR in Crore):
Country:	Duration of assignment (months):
Location within country:	
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore):
Start Date (Month/Year):	No. of professional staff – months provided by associated Consultants:
Completion Date (Month/Year):	
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: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Authorized Signature:

Note: For the purpose of evaluation of Applicants INR 65.0 (INR 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 60 (sixty) days prior to the proposal

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due 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 (04) 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 3C: Format for Pre-qualification Proposal:

(Average Annual Turnover of Applicant)		
SN	Financial years	Revenue from Consultancy Services (INR)
1.	2018-19	
2.	2019-20	
3.	2020-21	
4.	Average Annual Turnover	

Certificate from the Statutory Auditor

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory

Seal of Audit firm

Note:

1. In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for Average Annual Turnover should be satisfied by all the members combined with the condition of Lead Member to meet the minimum of 60% of Average Annual Turnover.
2. In case the Consultant does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.

Form 3D: Format for Joint Bidding Agreement (in case of JV/Consortium)

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the [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, a company incorporated under the Companies Act, 1956, having its registered office at 8th Floor, Tower-1, LIC, Jeevan Bharti Building (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (“the Applications”) by its Request for Qualification – cum - Request for Proposal No. [number] dated [date] (the “RFQ CUM RFP”) for appointment of consultant for [name of assignment] (the “Consultancy”).
- b) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFQ CUM RFP document and other bid documents in respect of the Consultancy, and
- c) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

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NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations: In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ CUM RFP.
2. Consortium
 - a) The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the selection process for the Consultancy.
 - b) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.
3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services (“Contract”) with the Authority and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.
4. Role of the parties: The Parties hereby undertake to perform the roles and responsibilities as described below:
 - a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
 - b) Party of the Second Part shall be [role]; and
 - c) Party of the Third Part shall be [role]; 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 Consultancy 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 Authority shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:
 - a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
 - b) consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
 - c) any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.
7. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:

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- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
 - b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
 - c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; 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 Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.
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 Authority.

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

SIGNED, SEALED & DELIVERED

For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

Perspective Plan for Delhi Nagpur Industrial Corridor (DNIC) Region

[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 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 Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Form 3E: Format for Power of Attorney for Authorised representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr / 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 Proposal for and selection as consultant for [name of assignment], to be developed by National Industrial Corridor Development Corporation Limited (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.

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

IN WITNESS WHEREOF WE, [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:

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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 Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

Form 3F: Format for Power of Attorney for Lead Member of JV/ Consortium

(To be executed by all members of the Consortium)

Whereas the National Industrial Corridor Development Corporation Limited (the "Authority") has invited proposals for selection of consultant for [name of assignment] being developed under Delhi-Mumbai Industrial Corridor (DMIC) Project, (the "Consultancy").

Whereas, [name of Party], [name of Party] and [name of Party] (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Consultancy in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Consultancy, and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

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

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

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

SIGNED, SEALED & DELIVERED

For and on behalf of

MEMBER IN-CHARGE by:

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[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 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 common seal or official seal of all members.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

Form 3G: Format of Bank Guarantee for Bid Security

BG No.

Date:

1. In consideration of you, **National Industrial Corridor Development Corporation Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 8th Floor, Tower-1, LIC, Jeevan Bharti Building New Delhi – 110001 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal 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 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 “Consultancy”) pursuant to the RFQ CUM RFP Document dated [date] issued in respect of the Consultancy and other related documents including without limitation the draft contract for consultancy services (hereinafter collectively referred to as “RFQ CUM RFP Documents”), 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 Authority 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 Authority 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 Authority 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 Proposal valid during the validity period of the Proposal as set forth in the said RFQ CUM RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority 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 Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority 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

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its Proposal valid during the validity period of the Proposal 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 Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority 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 Authority shall be entitled to treat the Bank as the principal debtor. The Authority 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 Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance 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 Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority 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 Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority 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 Authority 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 Authority 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 unrealised.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority 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

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part thereof only if the Authority 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:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- 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 3H: Technical Proposal Submission Form

[Location, Date]

To

CEO & Managing Director,
National Industrial Corridor Development Corporation Limited,
8th Floor, Tower-1, LIC, Jeevan Bharti Building,
Connaught Place, New Delhi-110001, India

RFQ cum RFP dated [date] for selection of consultant for [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 Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [sole applicant/ JV/ Consortium] [with] [insert a list with full name and address of each Joint Venture/ Consortium/ Consultant].

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

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

Further:

1. We acknowledge that NICDC will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to NICDC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of NICDC to reject our application 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 3 (three) 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 the Applicant, 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, including any Addendum issued by the Authority;
 - b) We do not have any conflict of interest in accordance with the terms of the RFQ cum RFP;
 - 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

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- 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 NICDC or any other public sector enterprise or any government, Central or State; 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 Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
 8. We declare that we are not a member of any other Consortium/JV 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 Consultancy for the Project 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 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 date of this RFQ cum RFP.
 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 NICDC in connection with the selection of Consultant or in connection with the selection process itself in respect of the above-mentioned Project.
 13. We agree and understand that the proposal 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 consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
 14. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFQ cum RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 15. We have studied RFQ cum RFP 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 NICDC or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
 16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal 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,

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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 3I: Applicant’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 for carrying out consulting services similar to the ones requested under this assignment.]

- Projects without the proof of experience from client will not be considered for evaluation.
- The key parameters like project cost, size, components and nature of assignment should be clearly reflected in the proof of experience provided by the consultant. The proof, without the sufficient information necessary for evaluation, shall not be considered.
- For Eligible Projects, ongoing projects completed to 80 percent can be considered.

Assignment Name and project cost:	Approx. value of the contract (in INR in Crore):
Country:	Duration of assignment (months):
Location within country:	
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore):
Start Date (Month/Year):	No. of professional staff – months provided by associated Consultants:
Completion Date (Month/Year):	
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: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Firm’s Name:

Authorized Signature:

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Note:

For the purpose of evaluation of applicants INR 65.0 (INR 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 60 days prior to the proposal due date and the amount so derived in USD shall be converted in to 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 in two A4 size sheet of paper. Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

Form 3J: 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 Proposal. The consultant is suggested to present its Technical Proposal divided into the following chapters:

- a) Project Management Approach
- b) Technical Approach and Methodology,
- c) Work Plan, and
- d) Organisation and Staffing.

- (a) **Project Management Approach:** In this section the consultant shall explain its overall philosophy with project management, the systems, tools and processes used to manage the cost and schedule. Specifically, the consultant must describe how it will organize and deliver the project management tasks/deliverables required in Terms of Reference. Please limit the discussion to four (04) single sided pages (two double sided pages). Discussions greater than this limit shall not be considered for evaluation.
- (b) **Technical Approach and Methodology.** In this chapter the consultant 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 consultant should highlight the problems to be addressed along with their importance and explain the technical approach the consultant would adopt to address them. The consultant 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.
- (c) **Work Plan.** In this chapter the consultant 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 be included here. The work plan should be consistent with the Work Schedule of Form 3O.
- (d) **Organisation and Staffing.** In this chapter the consultant should propose the structure and composition of the proposed team. The consultant should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

Form 3K: Team Composition and Task Assignments

1. Professional staff¹				
Name of staff	Firm	Area of expertise	Position assigned	Tasks assigned

2. Support staff				
Name of staff	Firm	Area of expertise	Position assigned	Tasks assigned

¹Consultants, who are executing ongoing mandates with the Client, must propose a separate team of Key Personnel while bidding for this project. The Key Personnel proposed above should be available for presentations/ discussions /meetings with the Client, State Government etc.

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Form 3L: Curriculum Vitae (CV) for Proposed Professional Staff (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	[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] Name of assignment or project: Year:		

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		<p>Location:</p> <p>Client:</p> <p>Project Cost:</p> <p>Main project features:</p> <p>Positions held:</p> <p>Activities performed:</p>
14.		<p>Name of assignment or project:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Project Cost:</p> <p>Main project features:</p> <p>Positions held:</p> <p>Activities performed:</p>
15.	Certification	<p>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.</p>

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

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Note:

Please restrict the number of pages per CV to four (04) pages (two sheets if printed both sides). The one-page summary shall be over and above the four (04) page CV. Pages in the CV greater than these limits shall not be considered for evaluation.

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Form 3M: Staffing Schedule

S.No.	Name of key staff	Staff input (in the form of a bar chart)							Total staff input (months)
		M1	M2	M3	M4	M5	M6	n	
	Name of support staff								
	Total								

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Form 3N: Work Schedule

A. Field investigations and study teams

SN	Activity	Months (in the form of a bar chart)							Total (months)
		M1	M2	M3	M4	M5	M6	n	
	Total								

B. Completion and submission of reports

SN	Reports	Program (date)

Section 4. Financial Proposal – Standard Forms

- Form 4A: Financial Proposal Submission Form
- Form 4B: Summary of Costs
- Form 4C: Breakdown of Costs
- Form 4D: Breakdown of Remuneration Of key staff
- Form 4E: Breakdown of Out of Pocket Expenses

Form 4A: Financial Proposal Submission Form

[Location]

[Date]

To

CEO & Managing Director,
National Industrial Corridor Development Corporation Limited,
8th Floor, Tower-1, LIC, Jeevan Bharti Building,
Connaught Place, New Delhi-110001, India
India

Dear Sir,

Subject: Consultancy Services for [name of assignment].

We, the undersigned, offer to provide the consulting services for [name of assignment] in accordance with your Request for Qualification – cum - Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

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 Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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Form 4B: Summary of Costs

Item	Amount in words	Amount in figures Cost (INR)
Costs of Financial Proposal (including all other taxes)		
GST		
Total cost of Financial Proposal (including GST)		

GST would be payable at the applicable rates as may be in force from time to time.

Form 4C: Breakdown of Costs

Cost Component	Amount in words (INR)	Amount in figures (INR)
Remuneration		
Out of pocket expenses		
Cost of financial proposal		

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Form 4D Breakdown of Remuneration

Name	Position	Staff-month Rate	Input (Staff-months)	Amount (in Indian Rupees)
Key Staff				
Support Staff				
			Total Costs	

Form 4E Out of Pocket Expenses

SN	Description	Unit	Unit cost	Quantity	Amount (INR)
	Per diem allowances (including board and lodging)	Day			
	Air Travel	Trip			
	Local travel expenses	Day			
	Total				

Section 5. Terms of Reference

5.1 Background

The Government of India intends to develop the Delhi-Nagpur Industrial Corridor (DNIC) Project proposed with National Highways (being developed under the North South Corridor of National Highways Development Project) as a backbone and in close vicinity to the North-South DFC future Corridor, utilizing the existing Highway and Dedicated Freight Corridor along this route.

The objective of DNIC would be to optimise the present economic and employment potential of the region, stimulate investments particularly in the manufacturing, agro-processing, services and export-oriented units and promote overall economic development of the area through creation of high standard infrastructure and an enabling pro-business environment. The DNIC is proposed to be developed on either side of National Highway/ N-S DFC, in a phased manner. The DNIC will have an influence area across States of Delhi, Uttar Pradesh, Rajasthan, Madhya Pradesh and Maharashtra.

The strategy to develop the Corridor is part of the plan to achieve comprehensive, accelerated and sustainable economic development with green technology and regional industrial and urban agglomeration, diffusing the regional population along the length of the Corridor. Regional industry agglomeration could be achieved by attracting companies in the value chain of existing companies to the Corridor, attracting particular industries where the Corridor has geographical advantages or has advanced infrastructure for such industries. The numerous advantages to the industries operating along the corridor include benefits arising from smooth access to the industrial production units, decreased transportation and logistics costs along with an improved delivery time and reduction in inventory costs.

Furthermore, by putting sustainability and resource efficiency at the heart of DNIC development, it has the potential to act as a global exemplar both for commercially viable sustainable development and for attracting investments into manufacturing and clean infrastructure (potable water, clean energy etc). This sustainable focus will look to integrate economic development, mitigation and the reduction of emissions, and adaptation to climate change, with a particular view to reducing regional poverty. In order to achieve this, it will aim to foster an environment in which investments from various players can flourish, with clear institutional arrangements that boost investor confidence.

The Proposed Corridor is thus intended to facilitate development of a well-planned and resource-efficient industrial base served by world-class sustainable connectivity infrastructure, bringing significant benefits in terms of innovation, manufacturing, job creation and resource security to the two states. The availability of world class infrastructure along the Corridor shall also enable increased investments in manufacturing and industrial activity in the two states. Attracting more companies, in particular manufacturing companies, will be effective in strengthening global competitiveness of local manufacturers, which may result in accelerated regional development.

5.2 Aims and Objectives of the Consulting Assignment:

- To assess the feasibility of establishing the DNIC;
- To prepare a Regional Perspective Plan for the Delhi-Nagpur Industrial Corridor (DNIC) Region, along with developing a strategy for transforming the region into a globally competitive manufacturing and investment destination through sustainable

development;

- To identify suitable nodes to be taken up for industrial development within the project influence area and prepare techno- economic feasibility study for the identified nodes² along with Early Bird Projects³ in and around the nodes;
- To analyse the benefits of development of DNIC, including impact on regional growth, employment, industrial output, exports and human capital.

5.3 Scope of Work:

The primary objective is to undertake an overall assessment of the Delhi-Nagpur Industrial Corridor and to develop the strategic framework to create a vibrant economic corridor that is viable in all respects. The primary objective is to analyze and evaluate the feasibility of DNIC and to develop the strategic framework to create a vibrant economic corridor that is viable in all respects once the feasibility of DNIC is established. The Perspective Plan should be prepared for a horizon of twenty years and should aim to achieve the following:

1. Finalization of the delineation of the Corridor and its influence area within the DNIC States;
2. Setting out the macro level development vision and targets for the corridor and evolving the strategies to achieve the same. These targets should be physically, environmentally and financially sustainable, while the strategies should facilitate balanced regional development that reduces regional imbalance and creates economic agglomeration and industrial clustering.
3. The perspective plan should aim at creating opportunity for greater economic integration, improved transport efficiency, increased public-private partnership and enhanced economic competitiveness.
4. Promotion of industrial development particularly in the manufacturing, agro-processing, services and export-oriented units in the DNIC region that would help to attract investments in manufacturing from across the world and in parallel, enhance the competitiveness of local manufacturers to global standards;
5. Identification of potential Nodes in consultation with respective State Government to be taken up for Feasibility Study, which would then be taken up for detailed Master Planning;
6. Recommendations for development and upgradation of the regional Infrastructure linkages, including feasibility of seamless, efficient, dedicated and sustainable multimodal connectivity across the corridor, and with the hinterland as well as export markets;
7. Defining the roles and responsibilities of various stakeholders (including but not limited to Government of India and the States involved);

² Due consideration may be given to any identified node/industrial area by the respective State Govts.

³ Some of the indicative lists of sectors from which these Early Bird Projects can be identified are external connectivity, logistics, water, skill development and industrial/ affordable housing. Five Early Bird Projects should be identified for each of the nodes.

Perspective Plan for Delhi Nagpur Industrial Corridor (DNIC) Region

8. Developing a Green Vision for DNIC which identifies opportunities for the implementation of best practices in sustainable development and includes resource-efficiency targets for the corridor's infrastructure; and
9. Creation of a phasing strategy for DNIC development.

5.4 Detailed Scope of Services

Part A: Perspective Plan for Delhi Nagpur Industrial Corridor (DNIC)

A.1 General Overview and Data Collating

- A1.1 Overview of conceptual framework for DNIC project and the project vision, goals, objectives and project development concept;
- A1.2 Collating requisite maps and information. The primary responsibility of data collection and compilation lies with the selected consultant. The client will facilitate the consultant in accessing the requisite information/maps viz.:
 - (a) Report of the Inter-Ministerial Group on Delhi–Nagpur Industrial Corridor.
 - (b) Master plan/development plan of cities /regions /industrial areas / estates, transport (road, rail, port, airport), power;
 - (c) Maps / satellite imagery for project influence region.
 - (d) Available details regarding on-going and proposed industry and infrastructure initiatives in DNIC Region;
 - (e) Existing strengths and resources of DNIC Region (viz. mineral resources, agro production base, key industry sectors); and
 - (f) Existing / proposed policy initiatives at state / central level for promoting investments, developing industry & infrastructure projects.

A2. Regional Profiling leading to Delineation of the Delhi Nagpur Industrial Corridor Region

The Consultant needs to initially study a broader Delhi Nagpur Corridor Region and through a scientific analysis of various parameters, come up with recommendations on the final delineation / boundaries of the Delhi Nagpur Industrial Corridor (DNIC) Region in terms of districts / revenue blocks, (*The eventual boundaries of the DNIC will be finalized after detailed consultations with the concerned State Governments and the Government of India.*)

Some of the parameters for analysis are given below (the consultant is free to add relevant factors of its own to strengthen its analysis).

- A2.1 Review and analysis of the physical, demographic and socio-economic characteristics, natural resources, resource requirements, economic sectors, economic development trends, administrative setup, along the DNIC;

Perspective Plan for Delhi Nagpur Industrial Corridor (DNIC) Region

- A2.2 Broad assessment of the industrial scenario of the region - profiling of the industrial hubs, types of industrial activities (by National Industrial Classification (NIC) or equivalent), trends in industrial production, raw material sources, production centres and markets and their inter-linkages, manufacturing policies and investment climate;
- A2.3 Review of the urban and rural development patterns and trends in the identified region — urbanization trends, hierarchical distribution of centres / nodes, demographics, inter and intra-regional migration trends, quality of shelter and access to basic services for the citizens, developmental efforts by the Government entities, existing rural and urban linkages, and sectors that could further benefit from potential market linkages, employment scenario, potential for employment generation;
- A2.4 Review of the need for public transport, health infrastructure, education and housing needs, and alternative models to meet these needs, particularly for proletariat.
- A2.5 On the basis of the above analysis of the inherent strengths and constraints of the region and future development prospects - delineation of the boundaries of the DNIC in terms of districts/blocks based on appropriate scientific methodology; and
- A2.6 Preparation of Base Map for the delineated DNIC Region containing important existing natural, physical features, settlements, transportation and other infrastructure, ecologically sensitive areas, preferably on a GIS Platform, the categories of land uses, symbols and colours to be used to depict various features/ facilities shall be as per National Urban Information System (NUIS) guidelines/ Survey of India Sheets.

A3. *Industrial Development - Market Assessment of Growth Potential*

- A3.1 Assessment of the industrial scenario of the region. In addition to the analysis of the existing profile of industrial development (carried out in the earlier section) the consultant should look at issues and prospects of Micro, Small and Medium Enterprises (MSMEs), traditional skill sets of the region, skill gaps with respect to modern manufacturing practices, labour / industrial relations;
- A3.2 Critical evaluation and comparative analysis of the investment climate including, inter alia, policy environment for promotion of manufacturing, trade and commerce including exports, thrust sectors, value addition, resource utilisation, infrastructure bottlenecks to identify parameters that can influence the attractiveness of the DNIC Region vis-à-vis competing locations;
- A3.3 Based on the above, come up with recommendations on the critical issues / gaps in procedures and practices that need to be addressed to become a truly world class industrial destination and enhance the competitiveness of local manufacturers to global standards, and other strategies for attracting private investment, particularly into sustainable development. The consultant should interact with potential anchor investors and multinational companies to assess the future likely investments in the Region, and get a sense of their concerns / requirements from the Project; identify the target

Perspective Plan for Delhi Nagpur Industrial Corridor (DNIC) Region

industries;

- A3.4 Future Growth potential: Based on the competitive strengths, constraints and future prospects of the region, macro level regional development targets like GDP, industrial output, employment and exports for the plan horizon, identification of target /priority industrial sectors/activities that have the potential for attracting major industrial investments;
- A3.5 A Broad assessment of land requirement for industry and associated developments based on appropriate product mix for processing and non-processing areas. The approach for developing the node shall be on sustainable, compact and smart city development principles, best practices and water availability to minimise the land and water requirements as far as possible;
- A3.6 Identification of suitable locations in the DNIC region to augment existing industrial infrastructure and setting up self-sustainable Greenfield and Brownfield Node and other processing facilities at strategic locations for the potential industrial growth assessed above, with an integrated approach and built-in mechanisms for environmental sustainability (particularly water and pollution) and resource efficiency; and
- A3.7 To identify the benefits of development of DNIC, including estimation of economic growth targets, sector-specific employment opportunities, particularly for the people from economic weaker sections, and projected investment.

A4. Identification of Nodes along the corridor

- A4.1 The consultant in consultation with respective state government shall shortlist the location for setting Node's and undertake macro / regional level land and site suitability analysis to determine the location Industrial cities /nodes in the influence area, as emerging from the detail assessment of factors such as multimodal connectivity, Market, Land Suitability, Labour availability, Water Availability etc.
- A4.2 While broadly choosing the location of the Node, the consultant should consider factors like
 - (a) Growth Potential of the area;
 - (b) Maximisation of land areas under Government ownership, barren/waste /un-irrigated lands, lands under single-crop cultivation, or other non-productive / low productive uses;
 - (c) Environmental and ecological parameters, particularly water availability – particular attention needs to be paid to management of the ecological sensitivities or forests or any other zone vulnerable to the impact of climate change; and

The above list is indicative and the consultant is required to formulate his own parameters and scientific methodology and discuss the same with the agencies/ line departments concerned in the respective states.

- A4.3 The consultant should suggest options for broad location of each Node to facilitate the final selection by the respective State Governments and

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Government of India;

- A 4.4 The Consultant should analyse the requirement for setting Smart Greenfield Industrial Node. When choosing the location for the Greenfield Industrial Nodes, the objective is to develop Model Future Cities while inculcating best practices / standards / norms for planning, development, implementation and management and environmental protection systems;
- A4.5 Taking into consideration the investment potential in DNIC region, need for integrated modern infrastructure, availability of Contiguous vacant / developable land parcels, the Consultant would need to identify alternative locations (at least three locations) that have potential for development of the potential Nodes /Greenfield Cities; and
- A4.6 Evolving broad contours (or) a theme for potentially developing the selected locations as Smart Greenfield Industrial Nodes based on best planning practices.

A5. Review of the existing Infrastructure and Urban Development situation and identification of Critical Infrastructure Gaps

The Consultant is required to undertake a critical review of the status of infrastructure available in the region selected for development of Industrial nodes in particular the key sectors - water, power, transportation, (rail, roads, ports/jetties, airports, public transport), logistics, housing and social infrastructure, environmental management, taking into consideration the existing as well as on-going and proposed developments – and the connectivity between them. This would include, inter alia, the following:

- A5.1 Preparation of broad inventories / database of the major infrastructure facilities in each sector within the corridor. For example, road transport infrastructure should capture all National and State highways, expressways, city bypasses and other important roads connecting urban centres, industrial centres, mines, ports/jetties, inland waterway, logistics facilities by their respective lengths, right of way, lane configuration, major bridges, traffic patterns from past data (preferably section-wise). Limited traffic surveys shall be carried out as required;
- A5.2 Based on the above, network analysis and identification of major bottlenecks, analysis of issues with regional freight transportation, logistics, storage and distribution of goods between the raw material sources, production centers in the region, markets, hinterland and the ports. Similar analysis has to be carried out for each infrastructure sector, particularly water and power. Identification of critical demand-supply gaps and bottlenecks in each infrastructure sector through the above;

A6. Development of a Green Vision for DNIC

The Consultant is required to undertake a review of economic opportunities in green sectors/industries that could be developed in the DNIC region to form a Green Vision for DNIC, including:

- A6.1 Recommendations of specific areas where focus should be applied on making the corridor sustainable and resource efficient;

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- A6.2 Development of strategies for attracting private investment into sustainable and resource-efficient development;
- A6.3 Estimation of the physical and financial resources needed for the development and operation of required infrastructure on the corridor, recommending resource-efficiency targets for that infrastructure and outlining strategies for achieving those targets;
- A6.4 Identification of specific opportunities for implementation of international best practices in sustainable development, potentially including:
- (a) Integrated urban planning with Information and Communications Technology (ICT) trunk infrastructure;
 - (b) Sustainable building design and construction - both for new build and retrofits to facilitate buildings that are designed to reduce emissions and energy use and be resilient to climate hazards;
 - (c) Sustainable transport, including public transport;
 - (d) Management of waste and water, including recycling and rainwater harvesting;
 - (e) Best in class manufacturing design and industrial processes;
 - (f) Low-carbon energy supplies; and
 - (g) Support for policies that will foster private capital investment in low carbon growth, for example implementation of building codes or design / appliance principles.
- A6.4 Identification of specific areas where technical guidance/guidebooks need to be developed for infrastructure master-planning and execution within the corridor to make it sustainable and resource efficient.

A7. Evolving Suitable Strategies for development of infrastructure to support the Smart Greenfield Industrial Node and achievement of the development targets

A7.1 The Consultant will evolve suitable strategic interventions as necessary for the development / implementation / management of various industry and infrastructure initiatives for the development of DNIC Region. For each of these, the Consultant will also estimate: the likely migration of workforce and amount of resettlement and rehabilitation work required, based on historical data for the various sectors; the number of jobs (by sector) likely to be created, particularly for poor people; the likely increase in domestic product (market value of final goods and services); and the environmental implications. The detailed requirements industrial development and for the key sectors of transportation, logistics, water and power are given below.

A7.2 Industrial Development:

- (a) Taking into account the status of existing, on-going/ proposed initiatives, analysing requirements for development of sustainable new industrial

Perspective Plan for Delhi Nagpur Industrial Corridor (DNIC) Region

infrastructure catering to manufacturing, target sectors / industries based on location strengths, including ICT infrastructure;

- (b) Identifying suitable locations, with details of size and sector, in DNIC Region to augment existing industrial infrastructure and set up self-sustainable industrial Nodes and other processing facilities, at strategic locations, with an integrated approach to support requisite skill development/ training facilities and built-in mechanisms for environmental sustainability and energy efficiency.

A7.3 Development of Expressways, National/ State Highway Network

- (a) Based on the estimated freight traffic generation by road with existing/ on-going and proposed industrial developments in DNIC region and taking into account the status of existing, on-going/ proposed initiatives, analysing the requirements to facilitate enhanced sustainable connectivity between the identified Node, existing industrial areas, ports, airports, markets and hinterland;
- (b) Identifying suitable solutions for augmentation of capacity of existing road transport system (viz. developing expressways/ freeways, additional/alternative linkages/ interchanges) to improve connectivity between Ports, Airports, markets/ hinterland and investment nodes of DNIC Region;
- (c) Identifying suitable opportunities for implementation of Advanced Highway Management Systems / Intelligent Transport System Technologies for safe and efficient movement of traffic.

A7.4 Logistics and Distribution System in DNIC Region

- (a) Based on the estimated freight traffic generation by road and rail in that region for Ports/ Hinterland and Markets with on-going and proposed industrial developments in DNIC Region and taking into account the status of existing, on-going and proposed initiatives, identifying bottlenecks and **analysing the requirements for multimodal integration**, sustainable augmentation of infrastructure for freight storage and distribution;
- (b) Identifying suitable locations for setting up a hierarchy of logistics infrastructure [viz. 'Multi-Modal Integrated Logistics Hubs' / Logistics Parks / Dry Ports / Container Depots, Container / Cargo Handling units, Cold Storage / Warehousing zones, RORO (Roll on Roll Off) Facilities] for ensuring efficient logistics system in the DNIC region.

A7.5 Power/ Energy Sector

- (a) Taking into account the status of installed capacity, estimated energy requirements for capacity addition in DNIC states and envisaged industrial development initiatives in DNIC Region, identifying suitable measures for ensuring quality, reliable and sustainable power supply in DNIC Region (through use of an energy grid fed by various fuel sources, including renewable energy supplies) including identifying suitable opportunities for developing captive/ group power plants with evacuation system to cater to investment nodes. The estimations for energy requirements and capacity addition should take into account and suggest measures for maximising

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use of renewable energy and reducing energy consumption demands.

A7.6 Identifying Model Projects/ Theme Initiatives for DNIC Region

- (a) Identification of theme initiatives/ model projects with respect to industry and infrastructure to promote latest technologies and international best practices in DNIC Region, including in sustainable and resource-efficient development.

A7.7 Water and Wastewater Management

- (a) Water Resource Planning & Budgeting of the Region taking into account the status of different water sources in the region and the estimated water requirements for the Economic Corridor region in future, identifying suitable measures for ensuring sustainable water supply. This could include new source identification, formulation of strategies for integrated water management which shall include source management, planning of regional water networks and augmentation of existing water supply wherever possible, demand management, reduction of wastage and non-revenue water in existing urban and industrial areas, and maximization of use of recycled water based on latest technology and practice. The consultant should also study interstate water treaty, its issues, and agreements and evolve practical cost-effective solutions.

A8. *Perspective Plan for overall Delhi Nagpur Industrial Corridor Region*

Prepare Perspective Plan for overall DNIC Region, with regional development approach, to create an enabling environment, achieve envisaged goals and objectives and enable sustainable development of industry and infrastructure initiatives in DNIC Region along with analysis of the energy and water requirements for the individual projects, and DNIC development as a whole.

A9. *Preparation of Phasing Plan for implementation*

Suggest a phasing strategy for development of various industrial and infrastructure initiatives identified for DNIC Region in the Perspective Plan and prepare Short- and Medium-Term Plan for DNIC Region for development during the project horizon. The consultant is required to identify infrastructure projects and prioritize the projects in the phasing plan.

A10. *Marketing and Stakeholder Engagement Strategies for DNIC Region*

Preparing a detailed marketing strategy to enhance attractiveness, facilitate and promote economic growth of DNIC Region and implement various projects through public private partnership / private sector investments. Preparing a stakeholder engagement strategy to help ensure that all important parties are properly consulted and buy in to the project, including the State Governments, Central government, Industry and the local community.

Other pre-requisites for the Selected Consultant:

1. Presentations and discussions with the client, respective line ministries of Government of India and State Government Agencies to enable requisite approvals from various central/state agencies;
2. Preparation of compiled database for the assignment with the details collected from various primary and secondary sources (viz. Maps / plans / charts / drawings/ satellite imageries, various study reports/publishing, planning documents), summary of various analyses, results / findings and handing over to the client on submission of final reports / completion of the assignment;
3. Consultants must ensure that various plans/ schemes envisaged must be in compliance with notified plans, policy and regulatory framework; and
4. Submitting 5 hard copies and one soft copy in MS Word and PDF format for reports, MS-Excel/Spreadsheet for database/survey findings/analyses, AUTOCAD/PDF format for drawings/plans, GIS file formats for spatial database.

Note:

- Consultants' responsibilities would include Procuring: IRS-P6 (LISS-IV, Multi-spectral) data with a spatial resolution of 5.8m resolution as well as patches of Quick Bird/ World View (Sub Meter Resolution) for selected critical locations. Sensor-merge techniques need to be adopted to ensure higher resolution and multi- spectral characteristics:

Latest data of about 6 months recent prior to the date of award of project. In the event of non- availability of such data, subsequent archive data would be considered while keeping in view the other concerned aspects to ensure quality imagery.

2. Consultants' responsibilities would also include:
 - Geo-referencing of satellite imageries;
 - Sensor merging to get the merged product with higher resolution;
 - Thematic Mapping and Quality Control;
 - Preparation and submission of digital maps in ESRI file format;
 - All the intermediate and process output in both soft and hard copies to be returned to the client in compatible GIS formats;
 - Sign a legal document with client as well as abide by the same for safe custody of satellite data, usage of the same for the said assignment only and returning of all data on completion of project assignment.
3. Subsequent to selection, Consultant/Consortium would need to submit a spatial data management plan along with Inception Report for further discussion with client to standardize the overall process and to enable formulation of a spatial database for DNIC Region.

5.5 Deliverables and Time Frame

Sr No	Details	Activity Duration (in Months)
1	Inception Report	D*+0.5
2	Report on Regional Assessment and Delineation of Delhi Nagpur Industrial Corridor Region.	D*+2.5
3	Identification of Smart Greenfield Industrial Node along with the identified Early Bird Projects and Review of the Existing Infrastructure and Urban Development Situation and Identification of Critical Infrastructure Gaps	D*+ 4
4	Submission of Draft Report on 'Perspective Plan for overall DNIC region'	D*+5
5	Submission of Final Report on Perspective Plan for overall DNIC Region	D*+6

*D — Start Date of Assignment.

Section 6. Standard Form of Contract

STANDARD FORM OF CONTRACT
CONTRACT FOR CONSULTANCY SERVICES

Between

[Name of client]

[Name of Consultants]

[Date]

I. Form of Contract

Contract to undertake [name of assignment]

This CONTRACT (hereinafter called the “Contract”) is made on the [Date in words] day of the month of [month] [year in ‘yyyy’ format], by and between

The National Industrial Corridor Development Corporation Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at 8th Floor, Tower-1, LIC, Jeevan Bharti Building, New Delhi – 110001 India, hereinafter referred to as the “Client” which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the First Part.

and

[Name of Consultants and registered address]

(hereinafter called the “Consultants”)

WHEREAS

- a) The Client has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the “Services”);
- b) The Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

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

- a) The General Conditions of Contract (hereinafter called “GC”);
- b) The Special Conditions of contract (hereinafter called “SC”);
- c) The following Appendices:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,

Appendix B: Consultants’, Sub consultants, Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel and schedule for submission of various deliverables

Appendix C: Approach and methodology

Appendix D: Duties of the Client

Appendix E: Contract Price

Appendix F: “Conformed Document” which incorporates all the changes, modifications and results of the contract discussion

Appendix G: Copy of Letter of Award

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Appendix H: Copy of letter of Award/ acceptance by Consultant

Appendix I: Copy of Bank Guarantee for Performance Security

Appendix J: Clarifications

Appendix K: Correspondences

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
 - a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - b) Client will make payments to the Consultants in accordance with the provisions of the Contract.
3. Priority of documents: The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) hereinabove, the documents shall be interpreted in the following order of precedence:
 - a) The provisions of this Contract shall override all provisions of other documents comprising the Contract.
 - b) the provisions of the SC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
 - c) the provisions of the GC shall be subject to the Contract SC, but shall take precedence over all other documents comprising the Contract; and
 - d) the Appendices shall subject to each of the Contract, SC and the GC
 - e) Any decision of the Client in relation to the priority of documents shall be final and binding upon the Consultant

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 Client

[Signature]

[Name]

[Designation]

FOR AND ON BEHALF OF CONSULTANT

[Signature]

[Name]

[Designation]

Witness:

Perspective Plan for Delhi Nagpur Industrial Corridor (DNIC) Region

1. [Signature, name and address]
2. [Signature, name and address]

II. General Conditions of Contract

1.1 General provisions

1.1.1 Definitions

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

- a) "Applicable Law" means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b) "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 50%; and the terms "Controlling" and "Controlled by" shall be construed accordingly;
- c) "Client" means the Party named in the Contract, who employs the Consultant;
- d) "Consultant" or "Consultants" means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services;
- e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) constitute a part, together with all other documents listed in this signed Contract;
- f) "Contract Price" means the price to be paid for the performance of the Services;
- g) "GC" means the General Conditions of Contract;
- h) "Government" means the Government of Client's country;
- i) "Local Currency" means the currency of the Government;
- j) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Lead Member/Member in Charge" means the entity specified in the SC to act on behalf of Each Member in exercising all the Consultants' rights and obligations towards the Client under this Contract;
- k) "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 Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- l) Master Services Agreement (MSA) shall mean the same as "contract";
- m) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

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- n) "Performance Security" shall mean 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 the Contract;
 - o) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
 - p) "Project" means "[name of assignment]";
 - q) "SC" means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
 - r) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in TOR;
 - s) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of this contract; and,
 - t) "Work Order" means a specific directive or order to perform a defined scope for a defined duration and fee
 - u) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
 - v) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.
- 1.1.2 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at New Delhi.
- 1.1.3 Language: This Contract has been executed in the language specified in the SC, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.1.4 Notices: Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.
- 1.1.5 Location: The Services shall be performed at such locations as whether in Country or elsewhere, as the Client may approve.
- 1.1.6 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials in the SC.
- 1.1.7 Taxes and Duties: Unless otherwise specified in the SC, the Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
- 1.1.7.1 The Client 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,

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in the event that the Client 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 Client 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 Client all costs including fines and penalties, which the Client may incur as a result of:

- 1.1.7.1.1 the Client having been required by any governmental authority to pay any Taxes which the Consultant is liable to bear hereunder; or
 - 1.1.7.1.2 any cost actually sustained by the Client for failure by the Consultant to pay any Taxes for which it is responsible under this Contract.
- 1.1.8 Interpretation: In the Contract, unless the context otherwise requires:
- 1.1.8.1 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.
 - 1.1.8.2 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.
 - 1.1.8.3 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.
 - 1.1.8.4 A reference to any Applicable Law includes any amendment, modification, re-enactment 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
 - 1.1.8.5 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.
 - 1.1.8.6 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.
 - 1.1.8.7 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.
 - 1.1.8.8 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.
 - 1.1.8.9 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.

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1.1.8.10 References to a person (or to a word importing a person) shall be construed so as to include:

- a) Individual, firm, partnership, trust, joint venture, 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 Governmental 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.

1.2 Joint and Several Liability: Collective action by Members

1.2.1 In the event the Consultant is a joint venture consortium, the Members shall be deemed to be jointly and severally liable to the Client for the performance of this Contract. Without prejudice to the foregoing, the Client shall be entitled to terminate this Contract in the event of any change in the structure or composition of the joint venture consortium, including the Member in Charge ceasing to act as such. In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any member; provided that such Performance Security shall mention the details of this Contract and other members.

1.2.2 In the event the Consultant is a joint venture consortium, 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 Client 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 or any other such agreement or arrangement between the Members:

1.2.2.1 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 Client shall be entitled to rely upon any such action, decision or communication from the Member in Charge;

1.2.2.2 consolidated invoices for the Services performed by all the Members shall be prepared and submitted by the Member in Charge and the Client shall have the right to release payments solely to the Member in Charge and the Client shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Members;

1.2.2.3 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 6.1.6 of the GCC) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Members.

1.3 Commencement, completion, modification and termination of contract

- 1.3.1 Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by both the Parties, or such other date as may be stated as per SC.
- 1.3.2 Commencement of Services: The Consultants shall commence the Services from 15th (fifteen) day of effectiveness of the Contract or any date prior to that, notified by the Client.
- 1.3.3 Expiration of Contract: Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.
- 1.3.4 Modification: Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
- 1.3.5 Force Majeure
- 1.3.5.1 Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.
- 1.3.5.2 No Breach of Contract: The failure of a party to fulfil 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
 - b) has informed the other party as soon as possible about the occurrence of such an event.
 - c) the dates of commencement and estimated cessation of such event of Force Majeure; and
 - d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.
- 1.3.5.3 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.
- 1.3.6 Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 1.3.7 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

1.4 Termination

- 1.4.1 By the client: The Client may terminate this Contract, by not less than thirty (30) days' or sixty (60) written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in this clause:
- a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as the Client may have subsequently approved in writing;
 - b) within thirty (30) days, if the Consultants become insolvent or bankrupt;
 - c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
 - d) within thirty (30) days, if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
 - e) within thirty (30) days, if the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
 - f) within thirty (30) days, if the Consultant, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
 - g) if the Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days' decides to terminate this Contract.
- 1.4.2 By the Consultants: The Consultants may terminate this Contract, by not less than thirty (30) day's' written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:
- a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or
 - b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- 1.4.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 hereof, (iv) the rights of indemnity of the Client specified in the RfQ cum RfP and (v) any right which a Party may have under the Applicable Law.
- 1.4.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall handover all project documents under procedure described in this contract.

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- 1.4.5 Payment upon termination: Upon termination of this Contract, the Client will make the following payments to the Consultants:
- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
 - b) If the Contract is terminated pursuant to Clause 1.4.1a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such liquidated damages to Client within 30 days of termination date.
- 1.4.6 Disputes about Events of Termination: If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

1.5 Obligations of the Consultants

- 1.5.1 General: The Consultants shall perform the Services 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 Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties. Since the Delhi Mumbai Industrial Corridor project is to be implemented as a joint venture between State Government and NICDC, any State Government agency as appointed by the State Government is to be continuously consulted, besides the Client, as a major stakeholder in the Project.
- 1.5.2 Conflict of interest
- 1.5.2.1 Any breach of an obligation under Clause 6.5.2 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 6.5 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 Client. 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.
- 1.5.2.2 Consultants Not to Benefit from Commissions, Discounts, etc.: The remuneration of the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultants 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 Services or in the discharge of their obligations under the Contract, and the Consultants 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.
- 1.5.2.3 Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of this Contract and after its termination, the Consultants and

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their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.

- 1.5.2.4 Prohibition of Conflicting Activities: Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
 - b) after the termination of this Contract, such other activities as may be specified in the SC.
- 1.5.3 Confidentiality: The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 1.5.4 Consultant's Actions Requiring Client's Prior Approval: The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:
- a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract, (iii) that the extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price, and (iv) the Client will be provided by the Consultant with particulars (name, financial & technical background, sub-consultancy fee) of the sub-consultant.
 - b) appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and
 - c) any other action that may be specified in the SC.
- 1.5.5 Reporting Obligations: The Consultants shall submit to the Client the reports and documents specified in TOR, in the numbers, and within the periods set forth in this contract.
- 1.5.6 Documents Prepared by the Consultants to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.
- 1.5.7 Liability of the Consultants: Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.
- 1.5.8 Insurance to be taken out by the Consultants: The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified

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in the Special Conditions (SC), and (ii) within 15 (fifteen) 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 Client, copies of such policy certificates, copies of the insurance certificates and 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. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will 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 Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.

1.6 Consultants' personnel

1.6.1 Description of Personnel

1.6.1.1 The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' core team are described in this contract. The core team are hereby approved by the Client. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned may be increased by agreement in writing between the Client and the Consultants, and the cost relating thereto shall be determined as per the man month rates indicated in the financial bid.

1.6.1.2 If required to comply with the provisions of this Contract, adjustments with respect to level of effort, staff assignments, time may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement, scope, qualifications of team or deliverables and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this Contract. Any other such adjustments shall only be made with the Client's prior written approval.

1.6.2 Removal and/or Replacement of Key Personnel

1.6.2.1 The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two(2) personnel and that too by only equally or better qualified and experienced personnel which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on. The replacement of the team leader shall not be considered.

1.6.2.2 If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

1.6.2.3 Any of the Personnel provided as a replacement under clauses above, the rate of remuneration applicable to such person as well as any reimbursable expenditures

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(including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

1.7 Obligations of the client

- 1.7.1 Assistance and Exemptions: Unless otherwise specified in the SC, the Client will use its best efforts to ensure that the Government will provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as necessary to enable the Consultants, Sub consultants or Personnel to perform the Services:
- 1.7.1.1 assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- 1.7.1.2 facilitate prompt clearance through customs of any property required for the Services;
- 1.7.1.3 issue 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 Services;
- 1.7.2 Access to land: The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services.

1.8 Payments to the consultants

- 1.8.1 Payment terms: The Consultants total remuneration including out of pocket expenses shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services. In addition to these, any conditions mentioned in the SC shall also be applicable to this contract. The Contract Price may only be increased, if the parties have agreed to additional payments in accordance with relevant clauses hereof.
- 1.8.2 The client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government is not received within 45 days from the date of forwarding the report. Remaining 40% shall be released only after receipt of comments/approval from the concerned State Government/Nodal Agency.
- 1.8.3 Currency: The price is payable in local currency i.e. Indian Rupees.
- 1.8.4 Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this contract.

1.9 Settlement of disputes

- 1.9.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 1.9.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

1.10 Responsibility for accuracy of project documents

1.10.1 General

1.10.1.1 The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.

1.10.1.2 The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.

1.11 Liquidated damages

If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.

1.12 Representation, warranties and disclaimer

1.12.1 The Consultant represents and warrants to the Client that:

1.12.1.1 it is duly organised, validly existing and in good standing under the applicable laws of its Country;

1.12.1.2 it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;

1.12.1.3 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;

1.12.1.4 it has the financial standing and capacity to undertake the Project;

1.12.1.5 this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

1.12.1.6 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;

1.12.1.7 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.

1.12.1.8 no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client 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

1.12.1.9 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

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Contract or for influencing or attempting to influence any officer or employee of the Client in connection therewith.

1.13 Miscellaneous

1.13.1 Assignment and Charges

1.13.1.1 The Contract shall not be assigned by the Consultant save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.

1.13.1.2 The Client is entitled to assign any rights, interests and obligations under this Contract to third parties.

1.13.2 Indemnity: The Consultant agrees to indemnify and hold harmless the Client 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 (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (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 Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client 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 Client 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 until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

1.13.3 Governing Law and Jurisdiction: The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to relevant clauses hereof and the SC, the Courts at New Delhi, India shall have jurisdiction over all matters arising out of or relating to the Contract.

1.13.4 Waiver

1.13.4.1 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:

- a) 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;
- b) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- c) shall not affect the validity or enforceability of the Contract in any manner.

1.13.4.2 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.

1.13.5 Survival: Termination of the Contract (a) shall not relieve the Consultant or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly

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limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

- 1.13.6 Notices: Unless otherwise stated, notices to be given 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 shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.
- 1.13.7 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.
- 1.13.8 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.
- 1.13.9 Language: All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified the SC.
- 1.13.10 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.
- 1.13.11 Agreement to Override Other Agreements: The Contract supersedes all previous agreements or arrangements between the Parties, including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.
- 1.13.12 Counterparts: The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract.

III. Special Conditions of Contract

The Special Conditions of Contract

The Special Conditions (SC) of contract contains number of amendments and supplements to clauses in the General Conditions of the Contract.

6.1.1(f) The contract price payable in Indian Rupees is _____ (exclusive of GST).

6.1.1(j) The Member in-charge is [name of consultant].

6.1.1(n) Performance security

- (i) The Consultant will furnish within fifteen (15) days of the issue of Letter of Acceptance (LOA), an unconditional and irrevocable bank guarantee as Performance Security in the format given in "Annexure A" from a Scheduled Commercial Indian Bank for an amount equivalent to three (three) percent of the total cost of Financial Proposal under this Assignment.

6.1.3 The language is English.

- i. The client address is [name, designation, telephone, facsimile, address].

6.1.4 The consultant address is [name, designation, telephone, facsimile, address].

6.1.6 The Authorized Representative for the consultant is [name, designation].

6.1.6 The Authorized Representative for the consultant is [name, designation].

6.1.7 For domestic consultants/personnel and foreign consultants/personnel who are permanent residents in India The Consultants and the personnel shall pay the taxes, duties, fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client will perform such duties in regard to the deduction of such tax as may be lawfully imposed. The Consultant will be paid by NICDC only GST over and above the cost of Financial Proposal. All other applicable taxes, levies, duties, etc., if any, shall be borne by Consultant.

6.3.1 The date on which this Contract will come into effect is [date].

6.3.1 The duration of assignment shall be 36 (thirty-six) months and with option to extend the contract duration with mutual written agreement.

6.5.7 Limitation of the Consultants' Liability towards the Client

- (a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

- a) for any indirect or consequential loss or damage; and
- b) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.

- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

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6.5.8 Risks and coverage

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.
- (b) Third Party liability insurance with a minimum coverage, for Rs.10,00,000/- (Rupees Ten Lakhs only) for the period of consultancy.
- (c) Professional Liability Insurance: Consultants 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, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency]. 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 of joint venture or 'in association', the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.
- (d) Employer's liability and workers' compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the 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 services and remain effective as per relevant requirements of contract agreement.
- (e) Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.

6.8.1 Consultancy fee will be paid in accordance with the submission and acceptance of following milestone:

Sr No	Milestone	Payment (in percentage of total fee)
1	Inception Report	10%
2	Report on Regional Assessment and Delineation of Delhi Nagpur Industrial Corridor Region.	20%
3	Identification of Smart Greenfield Industrial Node along with	20%

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	the identified Early Bird Projects and Review of the Existing Infrastructure and Urban Development Situation and Identification of Critical Infrastructure Gaps	
4	Submission of Draft Report on 'Perspective Plan for overall DNIC region'	20%
5	Submission of Final Report on Perspective Plan for overall DNIC Region	30%

The relevant core staff of the consultant will be required to give a presentation to client regarding the broad features of the deliverable before the submission of each deliverable as per the delivery milestone. The comments of the client shall be incorporated in the scheduled deliverable.

Payment shall be made within 45 days of receipt of the invoice and approval of the relevant deliverables, and within 75 days in the case of the final payment, on achievement of milestones.

- 6.9 Dispute settlement: 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, 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 above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two 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 Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

Annexure A: 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 (hereinafter referred as the 'Client', 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 preparation of [name of assignment] Contract by issue of Client's Contract Letter of Award 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 Client 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 Client 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 Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client 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 Client discharges this guarantee.

The Client 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 Client 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 Client 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 Client and the Consultant any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client 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 Client or any other indulgence shown by the Client 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 Client 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 client may have in relation to the Consultant's liabilities.

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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 our liability under this guarantee is limited to Rs. [amount in figure and words] and it 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. 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 S.C.C.

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 Client.