



Aurangabad Industrial Township Limited

**PROGRAMME MANAGER FOR NEW CITIES (PMNC) FOR DIGHI PORT INDUSTRIAL AREA (DPIA)
IN MAHARASHTRA, UNDER THE DELHI-MUMBAI INDUSTRIAL CORRIDOR (DMIC) PROJECT**

**REQUEST FOR QUALIFICATION-
CUM-
REQUEST FOR PROPOSAL**

March 2022

AURANGABAD INDUSTRIAL TOWNSHIP LIMITED (AITL)

Udyog Sarathi, MIDC Office, Marol Industrial Area
Andheri (East), Mumbai, Maharashtra, India – 400093

NOTICE INVITING REQUEST FOR QUALIFICATION –CUM- REQUEST FOR PROPOSAL

AITL

Aurangabad Industrial Township Limited

INTERNATIONAL COMPETITIVE BIDDING (ICB)

REQUEST FOR QUALIFICATION (RFQ) - CUM -REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF PROGRAMME MANAGER FOR NEW CITIES (PMNC) FOR DIGHI PORT INDUSTRIAL AREA (DPIADPIA) IN MAHARASHTRA, UNDER THE DELHI-MUMBAI INDUSTRIAL CORRIDOR (DMIC) PROJECT

The Government of India is developing Delhi Mumbai Industrial Corridor (DMIC) along the alignment of proposed Multi-modal High Axle Load Dedicated Freight Corridor between Delhi and Mumbai, covering an overall length of 1,483 km. Further, Aurangabad Industrial Township Limited (AITL) a special purpose company was incorporated to establish, promote and facilitate the development of Delhi Mumbai Industrial Corridor Project.

Aurangabad Industrial Township Limited (AITL) which is an SPV Company formed between MIDC and NICDCL invites “RFQ- cum- RFP” from interested bidders for **Programme Manager For New Cities (PMNC) for Dighi Industrial Area (DPIA) in Maharashtra, under The Delhi-Mumbai Industrial Corridor (DMIC) Project**”. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed on RFQ cum RFP document uploaded on the website: : <https://aitl.eproc.in> and <https://auric.city/>

Interested applicants are requested to submit their online responses to the RFQ - cum – RFP at <https://aitl.eproc.in>. on or before **3:00 PM (IST), 11th April 2022**. The RFQ - cum - RFP submissions will necessarily have to be accompanied by a Non-refundable processing fee of INR 1,00,000 (Indian Rupees One Lakh only) and GST @18% in favour of “Aurangabad Industrial Township Limited”, payable at Mumbai, India. The physical submissions copy

must be addressed to:

AURANGABAD INDUSTRIAL TOWNSHIP LIMITED (AITL)

Udyog Sarathi, MIDC Office, Marol Industrial Area
Andheri (East), Mumbai, Maharashtra, India – 400093

Instructions to Applicant for e-Tendering

1. Accessing/Purchasing of RFP documents

- (i) It is mandatory for all the Bidders to have a class-III Digital Signature Certificate (DSC) (with both DSC components, i.e. signing and encryption in the name of authorized signatory who will sign the RFP) from any of the licensed Certifying Agencies (Bidders can see the list of licensed CAs from the link <https://aitl.eproc.in> to participate in e-tendering of the Client).
- (ii) DSC should be in the name of the authorized signatory as authorized in Appendix 3E of the submitted Proposal. It should be in corporate capacity (that is in Applicant capacity). Please ensure the submission of document certifying the Class III DSC.
- (iii) To participate in the RFP, it is mandatory for the Bidders to register their firm with e-tendering portal of the Client, to have user ID & password which has to be obtained by submitting the applicable fee & necessary documents. Validity of online registration is one year. Following may kindly be noted:
 - (a) Registration should be valid at least up to the date of submission of Proposal;
 - (b) Proposals can be submitted only during the validity of their registration;
 - (c) The amendments / clarifications to the RFP document, if any, will be hosted on the Client's website. <https://aitl.eproc.in>; <https://auric.city/>
 - (d) If the firm is already registered with e-tendering portal of Client and validity of registration is not expired the firm / Joint Venture is not required a fresh registration.
- (iv) The complete RFP document can be viewed / downloaded from e-tender portal of Aurangabad Industrial Township Limited, from the date & time mentioned in the Data Sheet.
- (v) To participate in RFP, Applicants have to pay through online mode an RFP processing fee of INR 1,00,000 (Indian Rupees One Lakh only, exclusive of applicable GST) towards processing fee for RFP (non- refundable).
- (vi) Bank details of Client required for online mode:

Beneficiary Name - Aurangabad Industrial Township Limited
Address - Udyog Sarathi, MIDC Office, Andheri (E), Mumbai - 93
Name of the Bank - ICICI Bank Ltd.
Branch address - MIDC, Andheri (E)
Type of Account - Current Account
Account No - 054405007224
IFSC Code - ICIC0000544

2. Preparation & Submission of Proposals

The Bidder may submit his Proposal online following the instructions appearing on the screen. A buyer manual containing the detailed guidelines for e-procurement is available on e-procurement portal:

- (i) The documents shall be prepared and scanned in different files (in PDF or JPEG format such

that file size is not more than 10 MB) and uploaded during the on- line submission of Proposal.

- (ii) Proposal must be submitted online only through e-procurement portal of the Client, using the digital signature of authorized representative of the Bidder on or before the Proposal Due Date mentioned in the Data Sheet.

3. Modification / Substitution / Withdrawal of Proposals

- (i) The bidder may modify, substitute or withdraw its e- Proposal after submission prior the Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Bidder on or after the Proposal Due Date & Time.
- (ii) Any alteration / modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Client, shall be disregarded.
- (iii) For modification of RFP, bidder has to detach its old Proposal from e-tendering portal and upload / resubmit digitally signed modified Proposal.
- (iv) For withdrawal of Proposal, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-Proposal.
- (v) It may specifically be noted that once a proposal is withdrawn for any reason, a bidder cannot re-submit the e-Proposal.

4. Opening & Evaluation of Proposal

- (i) Opening and evaluation of Proposal will be done through online process.
- (ii) The online payment facility for the submission of registration Fee and EoI Processing Fee, which is payable to e-tender service provider, has been enabled on e-Tender Portal <https://aitl.eproc.in>. The bidders can pay registration Charges as applicable and Tender Processing Fees.

DISCLAIMER

1. This RFQ - cum - RFP document is neither an agreement nor an offer Aurangabad Industrial Township Limited (AITL) 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. AITL 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 AITL 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 AITL 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 obtains independent advice from appropriate sources.
3. AITL 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 AITL or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. AITL 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 RFP.
4. AITL will not be responsible for any delay in receiving the proposals. The issue of this RFQ - cum - RFP does not imply that AITL is bound to select an Applicant or to appoint the Successful Applicant, as the case may be, for the consultancy and AITL 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. AITL 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. AITL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. AITL 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 AITL.

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SECTION 1 : LETTER OF INVITATION

New Delhi,

Date: *[insert date and month]*

1. Introduction:

The Government of India has envisaged the development of Delhi Mumbai Industrial Corridor (DMIC) along the alignment of proposed Multi-modal High Axle Load Dedicated Freight Corridor between Delhi and Mumbai, covering an overall length of 1,483 km. The DMIC envisages the development of seven cities / nodes across six states including Gujarat, Maharashtra, Haryana, Rajasthan, Madhya Pradesh and Uttar Pradesh.

Further, the Aurangabad Industrial Township Limited (AITL) a special purpose company was incorporated between the Central and State Government to establish, promote and facilitate the development of Delhi Mumbai Industrial Corridor Project in Maharashtra.

2. Objective:

Aurangabad Industrial Township Limited (**AITL**) – Mumbai (the “**Client**”) wishes to engage a consultant for obtaining Programme Management Services for the Dighi Industrial Area (DPIA) being developed under the DMIC Project (the “**Assignment**”). The detailed scope of services is provided in the Terms of Reference.

The total area of Dighi Port Industrial Area is 120 square kilometres and the Phase I of the proposed development is around 60 square kilometres. The area delineated for AITL is around 24 sqkm out of which a phased development shall be planned. The objective of AITL is to create a world class city in the region with industry as the main driver of economic development and employment with supporting social and commercial infrastructure. A comprehensive concept master plan has been prepared which includes

the proposed land uses, strategy and framework. The broad vision for the Dighi Industrial Area is to become a 'showcase of Maharashtra's leading manufacturing industries' with the following principles:

- Integrate smart growth within a new sustainable township.
- Identify high-value manufactured products with high export potential.
- Maintain a unique cultural heritage.
- Provide a healthy quality of life.

This RFQ – cum – RFP is for the development of an area of 24.02 square kilometres under the Phase – I of the Dighi Port Industrial Area.

Aurangabad Industrial Township Limited (AITL), New Delhi (“**Client**”), invites proposals for

“Programme Manager for New Cities (PMNC) For Dighi Port Industrial Area (DPIA) in Maharashtra, under the Delhi-Mumbai Industrial Corridor (DMIC) Project”

3. **A Firm will be selected under the 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
SECTION 3 :	PREQUALIFICATION 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 AITL website. The official website for accessing the information related to this RFQ cum RFP is: www.auric.city (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,

The Managing Director
AITL

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 the 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 are invited to submit Pre-Qualification, Technical and Financial Proposals (collectively called as the "Proposal"), as specified in the Data Sheet, for the services required for the Assignment. The term "Applicant" refers to a single entity or the group of entities coming together to submit the Proposal. The Proposal will form the basis for contract signing with the selected Applicant / Consultant. The Consultant shall carry out the Programme Management for development of the Dighi Port Industrial Area in accordance with the Terms of Reference of this RFQ – cum - RFP (the "TOR").
- 2.1.3 The Applicant shall submit the Proposal in the form and manner specified in this RFQ – cum - RFP. 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").
- 2.1.4 Applicants should familiarize themselves with the local conditions and take them into account while preparing their Proposals.
- 2.1.5 The Client will timely provide, at no cost to the Applicants, the inputs and facilities to carry out the services, and provide relevant project data and reports related to the project 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.
- 2.1.6 Applicants shall bear all costs associated with the preparation and submission of their proposals, presentation and contract negotiation 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.
- 2.1.7 Client requires that the selected Applicant / 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. The selected Applicant / 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.

- 2.1.8 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:
- (i) 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.
 - (ii) 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;
 - (iii) 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.
- 2.1.9 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/backlisted 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, 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.
- 2.1.10 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 Mumbai – 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.
- 2.1.11 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.

2.1.12 Details related to timelines and submission of deliverables at each stage is given in the TOR.

2.1.13 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").

2.1.14 Brief description of the selection process: The Client has adopted a three stage (collectively referred to as the "Selection Process") for the evaluation of the Proposals. The Bids shall comprise of three parts namely the Pre-Qualification, Technical and Financial Proposals to be submitted in three separate sealed envelopes. The Pre-Qualification Proposal shall be placed separately in a sealed envelope titled "Request for Qualification (RFQ)" along with the processing fee as prescribed in this RFQ - cum - RFP document. The Technical Proposal, Financial Proposal and Bid Security shall be placed in a sealed envelope titled "Request for Proposal" as prescribed in this RFQ - cum - RFP document. 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 "Successful Applicant") shall be invited for Negotiations while the second ranked Applicant will be kept in reserve.

2.1.15 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.

2.1.16 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.

2.1.17 Right to reject any or all Proposals:

- (i) 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.
- (ii) 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.
- (iii) 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.

2.1.18 Acknowledgement by Applicant

- (i) 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;
 - 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.
- (ii) 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.

2.2 CLARIFICATION AND AMENDMENT OF RFQ-CUM-RFP DOCUMENTS

- 2.2.1 Applicants 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) to the Client's office addressed to:

Managing Director,

Aurangabad Industrial Township Limited (AITL)

Udyog Sarathi, MIDC Office, Marol Industrial Area

Andheri (East), Mumbai, Maharashtra, India – 400093

Email ID: md@auric.city, jtmd@auric.city, heera.mohan@auric.city.

- 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 only on the Client's Official 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 The date of the 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

- 2.3.1 After submission of the deliverables by the Consultant, to the satisfaction of the Client, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, the Consultant shall, on receipt of written request form the Client, furnish such clarification to the satisfaction of client within five (5) working days without any extra charge.

2.4 OWNERSHIP OF DOCUMENT AND COPYRIGHT

- 2.4.1 All the deliverables and study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Client in hard copies and editable soft copies in addition to the requirements for the reports and deliverables indicated in the Terms of Reference. 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 prior written permission of the Client. In the case of any deliverables by Consultant consisting of any Intellectual Property Rights (“IPR”) of the Consultant, the Consultant shall provide the Client with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the consultancy, shall be and remain property of the Client

2.5 CLARIFICATION AND / OR INTERPRETATION OF REPORTS

- 2.5.1 After submission of the deliverables by the Consultant, to the satisfaction of the Client, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, the Consultant shall, on receipt of written request form the Client, furnish such clarification to the satisfaction of client within five (5) working days without any extra charge.

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2.7 BID SECURITY

- 2.7.1 A Bid Security in the form of a Bank Guarantee or Demand Draft, from a Scheduled Indian Bank in favour of Aurangabad Industrial Township Limited ‘, valid for 180 (one hundred and eighty) days from the PDD as given in the Data Sheet, payable at Mumbai, for the sum of **Rupees One Crore only (Rs 1,00,00,000)** shall be required to be submitted by each Applicant. For the purpose of clarity, Scheduled Indian Bank shall mean State Bank of India and its Associates, Nationalised Banks, Other Public Sector Banks and Private Sector Banks as prescribed in the Second Schedule to the RBI Act, 1934.
- 2.7.2 The Bank Guarantee or Demand Draft in original shall be placed in an envelope and attached with the envelope containing the Technical proposal marked as “**RFP – {Name of the Assignment}**” and “**Not**

to be opened before [insert date, month] 2022 and in presence of Evaluation Committee only". Bids received without the specified Bid Security shall be summarily rejected.

- 2.7.3 The Client shall not be liable to pay any interest on bid security deposits. Bid security of unsuccessful applicants will be returned, without any interest, as promptly as possible on acceptance of the proposal of the successful applicant or when the selection process is cancelled by Client. The Successful Applicant's Bid Security shall be returned, without any interest upon, to the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RFQ – cum - RFP and the Contract.
- 2.7.4 The 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:
- (i) 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);
 - (ii) 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,
 - (iii) In the case of the Successful Applicant, if the Successful Applicant fails to sign the contract or provide the Performance Security within the specified time limit, or
 - (iv) If the Applicant commits any breach of terms of this RFQ – cum - RFP or is found to have made a false representation to Client.
- 2.7.5 Performance Security equivalent to the amount indicated in this RFQ – cum - RFP shall be furnished before signing of the contract in form of a Bank Guarantee substantially in the form specified in the RFQ – cum - RFP / contract.
- 2.7.6 For the successful Applicant the Performance Security shall be retained by Client until the completion of the assignment by the Consultant and be released 180 (Three Hundred Eighty) days after the completion of the assignment.

2.8 ELIGIBILITY OF APPLICANTS

- 2.8.1 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.
- 2.8.2 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 (Companies Act, 2013) or a body corporate incorporated under the applicable laws of its origin.
- 2.8.3 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.

2.8.4 An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (i) 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 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
- (ii) a constituent of such Applicant is also a constituent of another Applicant; or
- (iii) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (v) 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
- (vi) 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
- (vii) 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
- (viii) 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 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.

(ix) 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.

2.8.5 An Applicant eventually appointed to provide Consultancy for this Assignment/ Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 2 (two) years from the completion of this Assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Client in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Client in accordance with the rules of the Client. 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.

2.8.6 Any entity which has been barred/blacklisted during the last 5 years 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, and the bar/blacklisting 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.

2.8.7 An Applicant or its Associate should have, during the last 5 (five) 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.

2.8.8 An Applicant shall submit its Proposal either individually or as a JV / Consortium. However, it may as part of its Proposal specify specialty sub-consultants provided however that the compensation for the sub consultant(s) shall not exceed 20% of the Work Order Value (as defined in the Standard Form of Contract of this RFQ- cum- RFP) at any time. Sub-consultant(s) envisaged to deliver the scope of work for year 1 must be listed in the Proposal with their role(s) and responsibility clearly noted in the organization chart.

The experience of sub-consultant will not be considered while evaluating the bid. Written approval on the Sub-consultant from the Client is Mandatory.

2.8.9 In case the Applicant is a Consortium, it shall, comply with the following additional requirements:

- (i) Number of members in a consortium shall not exceed 2 (Two);
- (ii) Subject to the provisions of sub-clause (1) above, the Application should contain the information required for each member of the Consortium;
- (iii) Members of the Consortium shall nominate one member as the lead member (the “Lead Member”). 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 Member shall be specifically included in the joint Bidding Agreement. It is expected that the Lead Member would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Client expects that Lead Member should have maximum responsibility pertaining to execution of Assignment;
- (iv) The Application should include a brief description of the roles and responsibilities of individual members;
- (v) 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;
- (vi) 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).
- (vii) 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.

2.8.10 Submission of Progress Reports: The Consultant shall submit a monthly progress report and detailed time sheets in agreed formats to the Client. The monthly progress report must include as a minimum (a) general description of the work performed in the preceding month (b) deliverables, budget and schedule updates and as compared to the plan (c) work plan for the next month and quarter (d) key issues and challenges facing the Programme with action items (who, when, what) listed and (e) issues that need Client’s attention and action. The progress report will be submitted monthly, coinciding with the invoice cycle and will be a pre-condition for payment approval.

2.8.11 **Programme Management Office (PMO):** The Consultant will make suitable arrangement for PMO for the Key Professional and additional personnel who will be working on the Programme. The PMO will

have provisions for workstations, task chairs, landline phones, desk top computers, UPS, laptops, printers, combination copying / scanning / emailing / fax machines, servers for all Programme data warehousing and the all the necessary IT cabling and wiring etc. A records room with filing cabinets for files and drawings shall also be provided. The build-out shall include standard materials and finishes available in the market. The PMNC will be responsible for the annual operations and maintenance cost for the PMO including but not limited to all office supplies, consumables and IT maintenance.

2.8.12 The selected Consultant shall develop the office layout plans and cost estimate for Client approval prior to office build-out. For the annual O&M expenditure component to be paid to the PMNC, all bidders must use the stated amount in Form 4D. Payment for work will be on actual expenditures supported by documentary evidence but in no event shall be greater than the amounts shown in Part – B of Form 4D.

2.9 PREPARATION OF PROPOSAL

2.9.1 Applicants are requested to submit their proposal 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. Any supporting documents submitted by the Applicant with its proposal or subsequently, in response to any query/clarification from Client shall be in English and in case any of these documents is in another language, then it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the proposal, the translation in English shall prevail.

2.9.2 While 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.

2.9.3 Technical Proposal: While preparing the Technical Proposal, Applicants must give particular attention to the following:

- (i) **The Programme Director and Deputy Programme Director cum Infrastructure manager proposed must be permanent full-time employees of the firm and should be from the lead member of the consortium.** It is desirable that the other Key Personnel be either permanent full-time employees of the firm or have a dedicated full-time contract to work on this project.
- (ii) If any Key Personnel proposed is not a permanent employee of the Applicant (including in case of a JV, of its members), a certificate from the Key Personnel along with his current employer must be furnished

mentioning his/ her availability for the project. In the absence of such certificate, his/ her CV will not be evaluated.

- (iii) The Applicant is to ensure that the time allocated for the proposed Key Personnel 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 Personnel.
- (iv) The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.
- (v) No such Key Personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the TOR.
- (vi) The Key Personnel shall remain available for the period as indicated in the RFQ – cum - RFP Document.
- (vii) No alternative proposal for any Key Personnel shall be made and only one CV for each position shall be furnished.
- (viii) 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.
- (ix) A CV shall be summarily rejected if the educational qualification of the Key Personnel proposed does not match with the requirement of the RFQ – cum - RFP document.
- (x) 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.
- (xi) 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.
- (xii) 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.
- (xiii) In case an Applicant is proposing Key Personnel from educational/ research institutions, a 'No Objection Certificate/ Consent Letter' from the concerned institution shall be enclosed with his CV clearly mentioning his/ her availability for the assignment. In the absence of such certificate, his/ her CV will not be evaluated.
- (xiv) The personnel proposed should possess good working knowledge of English Language.
- (xv) No Key Personnel involved should have attained the age of 60 (Sixty) 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.
- (xvi) The technical proposal must not include any financial information.

2.9.4 Failure to comply with the requirements spelt out above shall lead to deduction of marks during the evaluation. Further, in such a case, Client will be entitled to reject the Proposal.

2.9.5 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:

- (i) by the partner holding the Power of Attorney in case of a partnership firm / limited liability partnership (A certified copy of the Power of Attorney shall accompany the Proposal)
- (ii) by the proprietor in case of a proprietary firm;
- (iii) by a duly authorized person holding the Power of Attorney or by a Board Resolution in case of a Limited Company or a corporation (A certified copy of the Power of Attorney / Board Resolution shall accompany the proposal);
- (iv) by the Authorised Representative of the Member in Charge in case of JV/consortium (a certified copy of Board Resolution/Power of Attorney indicating the representative shall accompany the Proposal).

2.9.6 Applicants should note the Proposal Due Date, 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.

2.9.7 The Proposal shall be accompanied by a certified copy of legally binding Joint Bidding Agreement in case of Joint Venture (JV) / Consortium, in the format provided RFQ – cum -RFP, signed by all firms/entities confirming the following therein:

- (i) Date and place of signing;
- (ii) Purpose of JV / Consortium (must include the details of the Services hereunder for which the JV has been invited to bid);
- (iii) A clear and definite description of the proposed administrative arrangements (organisation chart) for the management and execution of the assignment;
- (iv) 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;
- (v) An undertaking that the members of the JV are jointly and severally liable to the Client for the performance of the services; and
- (vi) The authorized representative of the JV / Consortium (as approved by a Board resolution of Member-in-Charge / Lead Member).

2.9.8 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 several liabilities of the Members.

2.9.9 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.

2.9.10 A firm can bid for a project either as a sole consultant or in the form of joint venture with other consultant. Experience or CV of sub-consultant will not be considered while evaluating the bid.

2.9.11 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 document.

2.9.12 The Technical Proposal should provide the following information using the attached Standard Forms:

- (i) Applicant's experience on Seven (7) assignments; 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.
- (ii) 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
- (iii) Detailed Approach and Methodology for undertaking the current Assignment;
- (iv) Against the list of proposed staff, details of tasks assigned to each staff as per his/ her experience shall influence the evaluation.

- (v) The CV shall as per the prescribed format and shall be maximum of 4 single sided pages (2 sheets double sided) for each Key Professional. In addition, a one page executive summary shall be provided. In the event any averment made in the CV of a proposed staff is incorrect, such person shall be liable to be debarred for any future assignment of Client for a period of five (5) years. The award of the consultancy to the Applicant may also be liable to cancellation in such an event. 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 Personnel shall be required;
- (vi) 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 Personnel 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;
- (vii) 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 certificate from the respective client.
- (viii) It is desirable that 80 percent of the Key Personnel proposed be permanent employee of the Applicant/ member of a Consortium and have an extended and stable working relation with it. If any of the key professionals proposed is not a permanent employee of the Applicant/ member of a Consortium, a certificate from the key personal proposed and the firm he actually belongs to must be furnished clearly mentioning his availability for the duration of the Assignment. In the absence of such certificate, his / her CV will not be considered for evaluation. Over and above, it is mandatory that the Programme Director, Deputy Programme Director cum Infrastructure Manager to be permanent employees with the organization and desirable to demonstrate international experience.
- (ix) For sake of bidding uniformity and transparency, the Consultant must use the minimum specified personnel classifications / categories and durations for Key Professionals as prescribed and additional personnel in the prescribed format. The actual staffing may vary depending on the scope of work for each year. The Client reserves the right to change or modify the Key and additional personnel at any time;
- (x) Failure to comply with or provide the above listed items in the Technical Proposal may result in disqualification.

2.9.13 Financial Proposal: While preparing the financial proposal (the “Financial Proposal”), Applicants are expected to take into account the various requirements and conditions stipulated in this RFQ- cum- RFP document. Except service tax on the services to be provided by the Consultant to the Client, which shall be payable by the Client, the Financial Proposal shall be inclusive of all the costs including taxes associated with the assignment. It is clarified that, for the purposes of evaluation, the 4 year Financial Proposal should be prepared in INR, using the rates for 2022 which would thereafter be regarded as the standard schedule of rates ie 15.03.2022. Escalations will be applicable in the future in accordance with the procedure prescribed in this RFQ- cum- RFP document. In submitting the Financial Proposal, the Consultant shall adhere to the following requirements:

- (i) All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel including support staff (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.

- (ii) 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 service tax, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Consultant shall be paid only service tax over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.
- (iii) Prepare a standard schedule of monthly rates in INR only. Future adjustments to the rates will be allowed in accordance with the index described in this RFQ- cum- RFP document.
- (iv) Prepare the standard schedule of rates for the Key Professionals and the additional personnel for which the forms are given in section 4 of this RFQ- cum- RFP document; (Form 4B-1, Form 4B-2(a) & Form 4B-2(b)).
- (v) For bidding and transparency purposes, the Consultant must use the staffing specified and the Consultant's corresponding standard schedule of monthly rates (Form 4B-1, Form 4B-2(a) & Form 4B-2(b)) to prepare a fee estimate for the 3 year duration (Form 4C);
- (vi) Prepare a quote for out of pocket expenses in the format noted in Form 4D including costs for domestic air travel. The maximum amounts stated in Form 4D for IT & office maintenance and Management Information System (MIS) software and hardware costs shall be used by all Consultants. Notwithstanding the foregoing, the Consultant shall be entitled to reimbursement of out of pocket expenses incurred for performance of the Services on actual upon submission of relevant supporting documents; provided that in no event shall the Consultant be entitled to reimbursement of sum(s) greater than the sums quoted in Form 4D (subject to adjustment of such sums in accordance with the provisions in the Standard Form of Contract). Except for the expenses specifically listed in the notes in Form 4D, all other miscellaneous expenses including without limitation hotel stay, per diem, local conveyance (taxi), insurance and maintenance costs, other expenses including but not limited to personnel housing, home leave trips, vehicle leasing, laptops, cell phones, and any other costs not

specifically mentioned in Form 4D shall be deemed to have been factored in by the Applicant in the standard schedule of rates provided by it;

- (vii) Prepare a summary of the Financial Proposal;
- (viii) Indexation of remuneration will be done annually from Effective Date of Contract;
- (ix) The following indices will be used for annual indexation:
 - a) For labour: Consumer Price Index published for Mumbai (CPI(IW)) and released by Ministry of Labour and published by the Labour Bureau, Government of India. (<http://labourbureau.gov.in>)
 - b) For expenses: Consumer Price Index for Maharashtra area published by Government of India, Ministry of Statistics and Programme Implementation, Central Statistics Office (www.mospi.nic.in)
- (x) The following formula will be used for the purpose of indexation:
$$\text{Applicable rate for Year } n = \text{Base Rate } (n-1) \times (\text{Consumer Price Index } (n) / \text{Consumer Price Index } (n-1))$$
- (xi) For the sake of clarity it is again clarified that the same rates are to be quoted for Years 1 through 4 and escalation will be taken into consideration in accordance with the provisions of the Contract;
- (xii) The Financial Proposal shall list all the out of expenses which are expressly made eligible to be reimbursed by Client pursuant to the terms of the RFQ- cum- RFP document and the Standard Form of Contract, and service tax liabilities;
 - a) For the avoidance of doubt, it is clarified that:
 - i. all taxes, excluding service tax payable in respect of the services to be provided by the Consultant to the Client; and
 - ii. all out of pocket costs (other than which are expressly made eligible to be reimbursed by Client);
 - b) shall be deemed to be included in the total staff fees.
 - c) All payments to the Consultant shall be subjected to deduction of taxes at source as per applicable laws.
- (xiii) In case of any discrepancy between the amount quoted in figures and words, the amount quoted in words will be considered for evaluation purposes.

2.9.14 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ- cum- RFP.

2.9.15 The Financial Proposal shall be divided into professional fee (for both Key Professionals and additional personnel) and out of pocket expenses as per forms prescribed in this RFQ- cum- RFP. The breakup of the remuneration and out of pocket expenses should match the total cost of the Financial Proposal. In case of any discrepancy, the lower of the amount as mentioned in the forwarding letter of the Financial

Proposal and the amount arrived at after carrying out the arithmetic verification will be considered for evaluation as well as for making payments.

- 2.9.16 Consultants shall express the price of their services (including break down of their costs) in Indian Rupees.
- 2.9.17 The Consultants may be subjected to local and other taxes (such as: social charges or income taxes on non - resident foreign personnel, duties, fees, levies etc) on amounts payable by the Client under the Contract. Consultants must do their due diligence about the tax implications and Client will not be liable for any incident.
- 2.9.18 The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the Applicant is expected to keep available the Key Professional proposed for the assignment. The Client will make its best effort to complete negotiations 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. The Consultant must identify in the Proposal, the names of the Key Professional members who may be at risk of losing if the validity period is extended by up to 3 months. Consultants, who do not agree with the extension of the validity period, have the right not to extend the validity of their Proposals. The Client will return the bid security deposits of the Applicants who do not extend the period of validity of their Proposals and wish to withdraw.
- 2.9.19 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by Client prior to PDD as given in the Data Sheet. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of this RFQ – cum - RFP, with the envelopes being additionally marked “**MODIFICATION**”, “**SUBSTITUTION**” or “**WITHDRAWAL**”, as appropriate.
- 2.9.20 Any alteration/modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by Client, shall be disregarded.
- 2.9.21 The rates and amounts 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.

2.10 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 2.10.1 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.
- 2.10.3 The Proposal, RFP Document and Processing Fee shall be submitted online through <https://aitl.eproc.in>
- 2.10.2 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.
- 2.10.3 Along with online submission, the Applicant shall submit two (2) hard copies of Pre-Qualification Proposal (one original and one copy), two (2) copies of Technical Proposal (one original and one copy). One soft copy in a PDF format of both Pre-Qualification and Technical Proposals shall also be submitted by the Applicant. The Pre-Qualification and Technical must necessarily be ‘Hard Bound’ separately and all pages serially numbered. ‘Hard Bound’ implies such binding between two covers through stitching

whereby it may not be possible to replace any paper without disturbing the document. In case of any discrepancy between the original and the copy (including soft copy) of the technical proposal, the contents as per original will only be considered. The Financial Proposal shall be submitted only online through <https://aitl.eproc.in>

- 2.10.4 The hard copy of Pre-Qualification Proposal with Processing Fee shall be placed in a sealed envelope clearly marked “**RFQ– [Name of Assignment],**” The Bid Security, and the Technical Proposal placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL– [Name of Assignment],**” and the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL – [Name of Assignment]**” shall be placed in a sealed envelope clearly marked “**RFP – [Name of Assignment],**”. These two (2) sealed envelopes i.e. RFQ and RFP shall be placed into an outer sealed envelope bearing

the submission address, Name of Assignment and marked “DO NOT OPEN EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.”

2.11 PROPOSAL SUBMISSIONS:

Envelope	Content	Forms
Outer Envelope	Request for Qualification (RFQ) and Request for Proposal (RFP)	NA
RFQ Envelope	Processing Fee (Separately sealed envelope) and Pre-Qualification Proposal (Separately sealed envelope)	Form: 3A, 3B, 3C, 3D, 3E, 3F
RFP Envelope	Bid Security (Separately sealed envelope)	Form 3G
	Technical Proposal (Separately sealed envelope) and	Form: 3H, 3I, 3J, 3K, 3L, 3M, 3N, 3O, 3P
	Financial proposal (Separately sealed envelope)	Form: 4A, 4B-1, 4B-2 (a), 4B-2(b), 4C, 4D, 4E

2.12 SUBMISSION ADDRESS:

Managing Director,
Aurangabad Industrial Township Limited (AITL)
Udyog Sarathi, MIDC Office, Marol Industrial Area
Andheri (East), Mumbai, Maharashtra, India – 400093

The information on the outer envelope should also include name of the Assignment.

2.12.1 The completed Proposal must be delivered at the submission address on or **before PDD given in the Data Sheet before 3:00 PM (IST)**. No Proposal shall be accepted after the closing time of Proposals.

2.12.2 After the deadline for submission of proposals the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Applicants meet the prescribed Minimum Qualification Criteria. The RFP Envelope containing the Bid Security and Technical Proposals shall remain sealed.

2.12.3 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.

2.13 PROPOSAL EVALUATION

General

2.13.1 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 Applicant (s)”), 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.

2.13.2 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

- (i) The Pre-Qualification Proposal is received in the form specified in this RFQ - cum - RFP;
- (ii) it is received by the Proposal Due Date including any extension thereof in terms hereof;
- (iii) it is accompanied by the Processing Fee as specified in this RFQ - cum - RFP;
- (iv) it is signed, sealed, bound together in hard cover and marked as stipulated in this RFQ - cum - RFP;
- (v) it is accompanied by Joint Bidding Agreement, the Power of Attorney, for the Authorized Representative and the Lead Member of the Consortium, if applicable;
- (vi) it does not contain any condition or qualification; and
- (vii) it is not non-responsive in terms hereof.

RFP Stage

Technical Proposal

- (i) the Technical Proposal is received in the form specified in this RFQ - cum - RFP;
- (ii) it is accompanied by the Bid Security as specified in this RFQ - cum - RFP;
- (iii) it is received by the Proposal Due Date including any extension thereof in terms hereof;
- (iv) it is signed, sealed, bound together in hard cover and marked as stipulated in this RFQ - cum - RFP;
- (v) it does not contain any condition or qualification; and
- (vi) it is not non-responsive in terms hereof.

Financial Proposal

- (i) The Financial Proposal is received in the form specified in this RFQ - cum - RFP
- (ii) it is signed, sealed, and marked as stipulated in this RFQ - cum - RFP;
- (iii) it does not contain any condition or qualification; and
- (iv) It is not non-responsive in terms hereof.
- (v) 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 or additional information from the

applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

2.13.3 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. In such cases, the RFP envelope containing the Technical Proposal and Bid Security will be returned unopened after completion of evaluation of Pre-Qualification.

2.13.4 Minimum Qualification Criteria

S.No.	Minimum Qualification Criteria	Minimum number of projects
a)	Experience of Project / Programme Management Consultant during last 10 years preceding the PDD, for implementation/execution of area development (Industrial cities / townships / industrial parks / industrial estates / special economic zones / special investment zones) covering 5 or more sectors among roads/ water supply/ sewerage/ solid waste management/ drainage/ power supply/ ICT/CETP & STP as a mandatory components for at least Two project spread over a minimum area of 5 square kilometers.	2
b)	Average annual revenue for last 3 financial years i.e. 2018-19, 2019-20 and 2020-21.	
	Individual Applicant- INR 500 crore	
	Joint Venture / Consortium <ul style="list-style-type: none"> · Lead Member- INR 500 crore · Other members of JV / Consortium combined– INR 250 crore · Total consolidated Turnover should be 750 Cr 	

*The Project shall be undertaken with Government Departments or Government Organisations or Government Agencies or Government PSUs of any State Government or the Central Government or Multi lateral Funding Agencies in India/outside India. It is mandatory that the projects should be 100% complete.

Applicants are requested to provide the “client certificates” for the listed projects. Certificates must confirm the key attributes e.g. size, type, value, duration, scope of work and Client reserves the right to check the credentials of the project from the respective client. Inability to produce the certificates will result in not considering the listed projects for which certificates have not been provided.

Technical Evaluation

2.13.5 To facilitate evaluation of Proposals, Client may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by Client for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If an Applicant does not provide clarifications sought by Client within the specified time, its Proposal may be liable to be rejected. In case the Proposal is not rejected, Client may proceed to evaluate

the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation by Client.

- 2.13.6 Client reserves the right to verify all statements, information and documents, submitted by the Applicant in response to this RFQ – cum - RFP. Any such verification or absence of verification by Client shall not in any manner whatsoever relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of Client.
- 2.13.7 In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that any eligibility conditions have not been met by the Applicant or if the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet selected as the Consultant (either by issuance of the LOA or entering into of the Contract), and if the Successful Applicant has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ – cum - RFP, be liable to be terminated, by a communication in writing by Client without Client being liable in any manner whatsoever to the Successful Applicant or Consultant, as the case may be. In such an event, Client shall, without prejudice to any other right or remedy that may be available to Client, forfeit and appropriate the Performance Security as mutually agreed pre-estimated compensation and damages payable to Client for, inter alia, time, cost and effort of Client; provided that in the event the Performance Security has not been provided, Client have the right to forfeit the Bid Security and the Applicant or Consultant, as the case may be, shall be liable for the difference.
- 2.13.8 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:

Sr. No.	Evaluation Criteria	Points
(i)	<p>Specific experience* of the consultant / firm related to this assignment.</p> <p>1) Experience of Programme Management during last 10 years, in at least four (4) urban development projects (e.g. Industrial park, Industrial area, SEZ, integrated townships). Each such project should spread over a minimum area of 5 sq km covering atleast more than 3 of following sectors in a single project reference such roads, water, sewerage & drainage, solid waste management, power/energy and ICT / CEPT & STP – 20 marks (5 marks).</p> <p>2) Experience in at least one (1) project in the area of design and planning of ICT (Information and Communication Technology) infrastructure for an area of 5 sqkm during the last 10 years – 5 marks</p> <p>3) Experience in at least one (1) project in the area of design and planning of Detailed Landscape works in an urban development project such as new town/city, industrial park, Industrial area, SEZ, integrated townships for an area of 5 sqkm during the last 10 years – 5 marks</p> <p>4) Experience in Designing and planning of at least one (1) project in the renewable energy practices on solar/wind/other suitable sources, smart water management, recycling etc – 5 marks</p> <p>It is mandatory that 80% of the experience should come from the Lead Member. Projects with 80% completion for Sl.No (1) can be considered provided only 80% weightage shall be provided during marking. For Sl. No (2), (3) and (4), it is mandatory to achieve 100% completion.</p>	35

(ii)	<p>Proposed technical approach and work plan in response to the TOR**</p> <p>a) Technical approach and methodology</p> <p>b) Work plan</p> <p>c) Organization and Staffing</p>	25
(iii)	<p>Qualification, Experience and Competence of the Key Professionals for the Assignment.</p> <p>Interviews with the client shall be scheduled and it is mandatory that all Key Personnels shall be present for it.</p>	40
TOTAL POINTS		100

*The above projects should be undertaken with Government Departments or Government Organisations or Government Agencies or Government PSUs of any State Government or the Central Government or Multi lateral Funding Agencies in India/outside India.

**Applicants are requested to provide minimum of 7 projects and shall also provide the “client certificates” for the listed projects. Certificates must confirm the key attributes e.g. size, type, value, duration, scope of work and Client reserves the right to check the credentials of the project from the respective client. Inability to produce the certificates will result in not considering the listed projects for which certificates have not been provided.

*** A presentation may be required by the Client /Evaluation Committee. Also, a one-to-one interview with all Key personnel shall be scheduled by the Client.

2.13.9 The minimum technical score required to qualify technical evaluation is **70 points out of 100**. 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.

2.13.10 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.

2.13.11 The Financial Proposals shall 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 shall be read aloud and recorded when the Financial Proposals are opened.

2.13.12 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.

2.13.13 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. It is clarified that the costs indicated in the Financial Proposal Forms will be subject to verification of arithmetic correctness in terms of the total cost of services tallying with the sum of individual cost components provided in the Financial Proposal Forms (4A to 4E). The man-months considered for calculation of costs for the personnel in the Financial Proposal should match the man-months for the corresponding personnel given in the Technical Proposal. In case, the man-months considered for calculation of costs for the personnel in the Financial Proposal are more than the

corresponding man-months given in the Technical Proposal, the man-months considered in the Financial Proposal shall be reduced to match the man-months given in the Technical Proposal with a corresponding reduction in the cost indicated in the Financial Proposal. In case the man-months considered for calculation of costs for the personnel in the Financial Proposal are less than the corresponding man-months given in the Technical Proposal, the Consultant has to deploy the personnel for the man-months given in the Technical Proposal, without any claim or increase of the Financial Proposal. 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. For the avoidance of doubt, it is hereby clarified that the evaluation of Financial Proposals shall be on the basis of the (total staff fees and out of pocket expenses) for a period of three (3) years. Omissions, if any, in costing of any item shall not entitle the Successful 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 consultant.

2.13.14 The evaluation committee will determine whether the Financial Proposals are complete, qualified and conditional. For IT & office maintenance and Management Information System (MIS) software and hardware costs, the maximum OPE provided for these categories in this RFQ – cum - RFP shall be used by all Applicants. For air travel, the OPE quoted by the Applicant shall be considered as the maximum OPE payable to the consultant in respect thereof. Notwithstanding the foregoing, the consultant shall be entitled to reimbursement of actual out of pocket expenses incurred for performance of the services upon submission of relevant supporting documents. For the avoidance of doubt, it is clarified that in no event shall the Consultant be entitled to reimbursement of sum(s) greater than the sum quoted (subject to adjustment of such sums in accordance with the terms of the standard form of contract), Except for the expenses specifically listed in Form 4D (which shall be reimbursed at actual in accordance with the terms of the standard form of contract), all other costs and expenses (including without limitation any expenses attributable to hotel stay, per diem, local conveyance, software license and web hosting costs, insurance, maintenance, accommodation for personnel, home leave trips, any sums attributable to paid leave, vehicle leasing, laptops, cell phones) not specifically mentioned in Form 4D shall be deemed to have been taken into consideration by the Applicant for providing the rates of remuneration and the Consultant shall not under any circumstances be entitled to any additional sums on this account. The total fee quoted

and the total OPE quoted shall reflect the total cost for services to be provided by the consultant with the exception of service tax payable thereon.

- 2.13.15 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:

$$Sf = 100 \times Fm / F,$$

[in which Sf is the financial score, Fm is the lowest price, and F is the price of the proposal (in INR) under consideration]

- 2.13.16 Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights:

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

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

- 2.13.17 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").

2.14 NEGOTIATIONS

- 2.14.1 The Successful 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 Successful Applicant fails to reconfirm its commitment, the Client reserve the right to designate the next ranked Applicant as the Successful Applicant and invite it for negotiations.

- 2.14.2 The Client will examine the CVs of all other Key Professionals and those not found suitable shall be replaced by the Applicant to the satisfaction of the Client.

- 2.14.3 Having identified the Successful Applicant, among other things, on the basis of an evaluation of proposed Key Professional, the Client expects that the staff named in the proposal shall be made available by the Successful Applicant for the purpose of this contract and prior to contract execution, the Client will require assurance from the Successful Applicant that the staff will be actually available assuming the contract to continue for a term of Four (4) years.

- 2.14.4 Since the contract may, in case of annual extension by the clients, last for up to four (4) years, some staff turnover in the Key Professional may be expected. The Consultant will fill a vacancy with equally or better qualified and experienced staff immediately. Any replacement of the Key personnel's shall only be allowed with final approval of the Client. For avoidance of doubt, the Client will not consider any staff

turnover as the basis for any project delays – the Consultant is expected to meet every deliverable due dates, and the project completion milestones as approved by the Client.

2.14.5 If the Successful Applicant fails to execute the contract within the prescribed time, the Client will invite the Applicant that received the second highest score to contract negotiations.

2.15 **AWARD OF CONTRACT**

2.15.1 After selection, a Letter of Acceptance (“LOA”) shall be issued, in duplicate, by 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, Client may, unless it consents to extension of time for submission thereof, forfeit and 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.

2.15.2 Performance Security: Performance Security equivalent to 10 (Ten) percent of the total cost of Financial Proposal shall be furnished from a Scheduled Indian Bank, before signing of the contract, in form of a Bank Guarantee substantially in the form 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 be released 180 (One Hundred Eighty) Days after the completion of the assignment.

2.15.3 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.

2.15.4 After execution of the Contract with the Successful Applicant, the Client will notify the other Applicants and return the Bid Security of such Applicants.

2.15.5 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.

2.16 **CONFIDENTIALITY**

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

2.17 **PROPRIETARY DATA**

2.17.1 Subject to the provisions of the above clause, 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 shall 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.

2.18 DISPUTES

2.18.1 The selection process shall be governed by and construed in accordance with the laws of India and the courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and /or in connection with the selection process.

2.19 FRAUD AND CORRUPT PRACTICES

2.19.1 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.

2.19.2 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, 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.

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

- (i) "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;

- (ii) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (iii) “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;
- (iv) “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
- (v) “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 Bidding Process.

2.20 PRE-BID MEETING

2.20.1 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.

2.20.2 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.

2.21 MISCELLANEOUS

2.21.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

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

- (i) 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;
- (ii) consult with any Applicant in order to receive clarification or further information;
- (iii) retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
- (iv) 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.

2.21.3 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.

- 2.21.4 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.

2.21.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

2.22 TENTATIVE SCHEDULE FOR SELECTION PROCESS

2.22.1 Client shall endeavour to adhere to the following schedule:

Event Description	Date
Date of issue of RFQ-cum-RFP	16th March 2022
Last date for receiving queries/requests for clarifications	23rd March 2022
Pre-bid meeting	25th March 2022
AITL's response to queries/requests for clarifications	30th March 2022
Proposal Due Date	11th April 2022

2.23 DATA SHEET

Reference	Description
Section 1, Point 2	The main objectives of this document is the selection of Programme Manager For New Cities (PMNC) For Dighi Industrial Area (DPIA) in Maharashtra under Delhi-Mumbai Industrial Corridor (DMIC) Project
Section 1, Point 3	The method of selection is Combined Quality Cum Cost Based Selection (CQCCBS).
2.1.1	The name of Client is: "Aurangabad Industrial Township Limited (AITL)".
2.1.13	The proposal of the consultant shall be valid for 180 (one hundred and eighty) days from the Proposal Due Date.
2.3	Clarification must be requested on or before 23rd March 2022 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: The Managing Director, Aurangabad Industrial Township Limited (AITL), Udyog Sarathi, MIDC Office, Marol Industrial Area Andheri (East), Mumbai, Maharashtra, India – 400093 Email: md@auric.city , jtmd@auric.city , heera.mohan@auric.city
2.2.3	Date & Time of Pre Bid Meeting – 25 th March 2022 at 11.00 am, at the Official Address.
2.12.1	The last date of submission of both Online and hard copy of the Proposal (Proposal Due Date or PDD) is 11th April 2022 before 3:00 pm (IST). The address for submission of hard copies of Proposal is, AURANGABAD INDUSTRIAL TOWNSHIP LIMITED (AITL) Udyog Sarathi, MIDC Office, Marol Industrial Area Andheri (East), Mumbai, Maharashtra, India – 400093
2.10.4	Consultants must submit: <ul style="list-style-type: none"> · Pre-Qualification Proposal : Two copies (one original + one copy) and one soft copy (PDF Format) · Technical proposal: Two copies (one original + one copy) and one soft copy (PDF Format). · Financial proposal: Online Only.
2.13.13 and 2.13.14	The consultant to state cost in Indian Rupees only. The weights given to technical and financial proposals are: <ul style="list-style-type: none"> · Technical = 0.80 · Financial = 0.20
Section 6,	Duration of project: One year Contract with a provision of annual extension for a total period of Four (4) years. After the first four years, the Client may at its option renew the Contract for a further period of Two (2) years as mutually decided. If it needs to be further extended, it can to done with mutual consent between AITL and the Consultant.

Section 6, Clause 3.4.2 of GCC	The extent of sub-contracting would be restricted to 20 (twenty) percent of the contract price. The Client will be provided by the Consultant with particulars (name, financial & technical background, sub-consultancy fee) of the sub-consultant. Written approval from the client is mandatory before availing sub-contracting to any extent .
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2.24 MINIMUM REQUIRED EXPERIENCE AND EXPERTISE OFS PROPOSED KEY PERSONNEL

2.24.1 List of minimum Key Personnel

- Age of the Key Personnel proposed should not be more than 60 (Sixty) Years on the last day of submission of proposal.
- The Client reserves the right to seek the details regarding the proof of age, qualification, certifications, registrations and experience of the Key Professional proposed.a
- Consultants, who are executing ongoing mandates from 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 office Mumbai, Dighi and Delhi.
- A summary of experience (in one page) is to be provided by the consultant for each of the Key Personnel.
- The duration stated for each Key Professionals are best estimates based on current scope and client needs. As the Programme evolves, some positions may be changed / replaced with new positions or new Key Professional may be added. All changes to Key Professional will be decided in consultation with the Consultant and be part of future work orders
- **It is envisaged that all the members of the Key Professional (PMO) shall be required during the entire term of assignment (4 years). However, other than in the case of initial year, a fresh assessment of the requirement shall be made by the Client (in consultation with the Consultant) at the time of finalisation of annual work orders in consultation with the consultant. Payment to the consultant shall take into consideration the actual deployment of the Key Professional and shall be in accordance with the provisions of the Standard Form of Contract of this RFQ – cum - RFP. Further nothing contained in this RFQ – cum - RFP document should be construed as an assurance (expressed or implied) that the terms of this assignment would be extended beyond the initial one (1) year.**

2.24.2 Qualification and competence of the Key Professional (PMO)

S. No.	Position	Qualifications and experience	General Job Description
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<p>1.</p>	<p>Programme Director / full time for 4 years (International experience preferable) – Minimum 20 years exp</p> <p>Should be from the Lead Member of the Consortium</p>	<p>Masters degree in Civil Engineering or Urban Planning/equivalent with active Registration with a relevant recognized international/national professional association or institute or a Project Management Professional or similar certification from a relevant recognized international/national body or institution.</p> <p>Minimum of 20 years progressively senior experience in all facets of infrastructure including planning, design, construction and Programme management.</p> <p>Experience in at least 2 Programmes in leadership capacity (Programme Director) of similar Experience (as defined in the eligibility criteria) during the last 10 years of which one Programme should achieve complete closure. Relevant documentation should be provided.</p>	<ul style="list-style-type: none"> -Responsible for establishing the PMO (resources, systems, processes) & ensure Programme objectives are met. - Ensure appropriate staffing to deliver projects -Provides strategic direction and selects approaches - Responsible for development of the Governance and Organisation including but not limited to overall Programme management, strategy development, project interface management, plans, controls and performance. - Responsible for the accuracy of monthly Programme Status Reports - Single point of contact for all internal & external stakeholders and shall be responsible for certification of all Bills/CFI's. <p>Shall have the single most responsibility of the Program.</p>
<p>2.</p>	<p>Deputy Programme Director cum Infrastructure Manager / full time for 4 years (International experience preferable) – Minimum 20 years exp</p> <p>Should be from the Lead Member of the Consortium</p>	<p>Master's degree in infrastructure Engineering/ Management or Construction Management equivalent.</p> <p>Minimum 20 years of progressively senior Infrastructure engineering experience in the implementation of infrastructure projects with core focus on roads, drainage, sewerage, power, solid waste Management, CETP/STP, WTP etc.</p> <p>Experience in at least 2 Programmes in leadership capacity (Programme Director) of similar Experience (as defined in the eligibility criteria).</p>	<ul style="list-style-type: none"> -Supports the Program Director with a focus on implementation and operations including PMNC specific policies, procedures and standards - Shall step into the roles of Program Director in his absence but not more than 15 working days and that also with approval from Client. -Develop and maintain the PIP -In conjunction with PCM, spearheads the PMO setup team mobilization -- responsible for managing all infrastructure design projects. Responsible for technical expertise in designing specification, estimation, construction, layouts and distribution networks, such as pump houses, WTP, distribution pipelines, sewer networks, storm drainage networks, power

		<p>Also, should have been Deputy Programme Director or similar capacity for at least 2 similar projects within the last 10 years of which one Programme should achieve complete closure. Relevant documentation should be provided.</p>	<p>networks, road and other transport networks etc.</p> <ul style="list-style-type: none"> -ensure that design bidders perform their duties and services in accordance with signed contracts and report variances -manage and control the day-to-day duties and answers questions that occur during implementation - develop and implement design standards- Fills in as the Project Director when needed not more than 15 consecutive working days. - identify specific implementation projects, project packaging and sequencing necessary to meet AITL's goals - work with implementation team to ensure the planning vision is carried through to execution - work with the Finance team to ensure project sequencing is consistent with the funding plan - attends stakeholder meetings
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<p>3.</p>	<p>Programme Finance Manager cum Procurement, Contracts Manager / full time for 4 years – Minimum 15 years exp</p>	<p>Chartered Accountant OR graduate in engineering with MBA finance / Contract Management or equivalent qualification from a reputed institute. Minimum 15 years of experience working on large infrastructure projects with a strong experience and understanding cash flow, MIS, revenue assurance and land related matters. Minimum 10 years of progressively responsible positions in procurement and contract / commercial management for projects on PPP and non-PPP basis. Should have worked in the similar capacity for at least 2 projects within the last 10 years.</p>	<ul style="list-style-type: none"> - Develops global procurement and contracting strategy & Plan, strategic sourcing solutions and value buying to increase procurement synergies between the different projects within the Programme -Develop global supply chain analysis and Programme Supply Chain Management Plan -Develop the appropriate mix of contract packages for each type of contract/ project/ facility and prepare all documentation related to tender / bid processes and contracts for the different kinds of projects including EPC, Design-Build, PPP etc. - Manage and recommend approval to the Program Director for all contractor invoices and other payments due under the PMNC. Directs all financing aspects of the Programme. Develops and manages internal auditing process to assure effective use of resources. Ensuring proper updating of processes and financial details into the PMIS. Oversees document control. Monitors change orders, claims and cost estimates.
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<p>4.</p>	<p>Senior Program Planner (Scheduler) / full time for 4 years -- Minimum 15 years exp</p>	<p>Graduate in Engineering or related field e.g. construction management with experience in analysis of “delay claims” and creating claim schedules. Minimum 15 years of progressive Programme or project experience Minimum 5 year’s experience on large scale construction projects. Experience with scheduling software e.g. Primavera P6 Familiar with web based tools Experience with project management documentation standards for schedules. Should have worked in the similar capacity for at least 2 projects within the last 10 years.</p>	<p>-Advise and assist the Programme Director to establish scheduling guidelines and standards -Responsible for creating and maintaining a cost loaded master schedule - monitoring Programme/project progress to ensure all parties are aware of Programme/project deadlines, interface and other milestones and critical path -Coordinates with project teams/contractors to create a common picture of the PMNC’s current and future activities & resource requirements -Trend monitoring for project milestones -Programme Cash flow analysis</p>
<p>5.</p>	<p>Programme Sustainability Manager (International experience preferred) – Minimum 15 years exp</p>	<p>Master’s degree in Environmental studies/Environment engineering, Renewable energy engineering or equivalent. Minimum 15 years of progressive Programme or project experience. Minimum 5 years’ experience on large scale infrastructure projects of similar nature. Experience and knowledge in sustainability proposals and policies adopted nationally/internationally. Sound knowledge in regulatory, technical and market issues related to sustainability in similar infrastructure projects. Have a strong undertaking of the renewable energy practices on solar/wind/other suitable sources, smart water management, recycling etc. Should have worked in the similar capacity for at least 2 projects within the last 10 years.</p>	<p>-Advise and assist the Programme Director in monitoring and guiding in implementing sustainable practices for the industrial area. - responsible for review and revise sustainability factor in the proposal submitted by the contractor/consultant. - shall research or review regulatory, technical or market issues related to sustainability. - Assist AITL to identify or create new sustainability indicators, monitor to incorporate sustainable practices in water management, waste management, recycling, tapping of solar/ power or other renewable energy sources, transport infrastructure, solid waste management, sewerage treatment, discharge of effluent etc.</p>

<p>6.</p>	<p>Programme Manager (International experience preferred) - Minimum 20 years exp</p>	<p>ICT</p> <p>Should be Graduate in any discipline and preferably with post-graduation in Computer Science / Information Technology or Master of Computer Applications (MCA) along with MBA in relevant discipline.</p> <p>Should have minimum and exclusive ICT experience of 20 years and should have headed / lead complete (end to end) ICT Infrastructure, Platforms and smart services implementation for at least 3 city/state/nation level Projects (in developed / developing countries).</p> <p>Should have worked in the similar capacity for at least 2 projects within the last 10 years.</p>	<p>-Advise and assist the Programme Director in developing ICT program for the project.</p> <p>- Prepare strategic and operational plans for the Information Communications Technology (ICT) initiatives required for AITL and to ensure that all necessary ICT tools, processes and systems are in place to meet the requirements of AITL.</p> <p>- Technically supervise and manage all ICT program activities including lead design, development and implementation, technical guidance etc.</p> <p>- Lead the overall project design, the development of a training strategy for ICT training, coordinate with contractors and other project partners on implementing ICT-related project activities, and oversee content development and management</p> <p>- Lead the team in appointment of ICT Contractor and ensure construction progress.</p> <p>-Review performance of all the ICT systems/initiatives and Monitor contractors and vendors responsible for multiple implementations including progress and performance reviews.</p> <p>- Project and program management to ensure ICT related tasks are completed with high standards within established timeframes and budgets; Review and be cognizant of all regulatory and statutory requirements;</p>
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<p>7.</p>	<p>Programme Landscape Design Manager - Minimum 20 years exp</p>	<p>Should have Master's Degree in Landscape Architecture or equivalent degree and relevant experience of at least 20 years as a lead landscape designer for detailed landscape design, construction documents and tender documents related to landscape elements of projects like Townships, SEZ's, Industrial cities, etc. Should have worked in the similar capacity for at least 2 projects within the last 10 years.</p>	<ul style="list-style-type: none"> -Advise and assist the Programme Director in monitoring and guiding in implementing Landscape strategies for the industrial area. - Lead the Team in preparation of the Landscape Master Plan for the Project. - In charge of appointment of Landscape Contractor and ensure construction progresses as envisaged. - Lead the over Landscape development strategy for the project. - Project and program management to ensure Landscape related tasks are completed with high standards within established timeframes and budgets; Review and be cognizant of all regulatory and statutory requirements;
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2.24.3 The total number of marks allocated for qualification and competence of the proposed Key Personnel is 50 marks, distributed among 7 Key Personnel, as detailed further:

S. No.	Position	Marks
1.	Programme Director	15
2.	Deputy Programme Director cum Infrastructure Manager	10
3.	Programme Finance, Procurement Contracts Manager	10
4.	Programme Senior Planner (Scheduler)	6
5.	Programme Sustainability/Environment Manager	3
6.	Programme ICT Manager	3
7.	Programme Landscape Design Manager	3
TOTAL MARKS		50

2.24.4 Evaluation Criteria for Key Personnel / Staff

PARAMETERS	MARKS
A. General Qualifications- Total Marks of 20%	
A1. Education	10%
A2. Professional experience	5%
A3. Training and publications	5%
B. Adequacy for the Assignment: Project related - Total Marks of 55%	
B1. Experience in similar capacity / broad sector	15%
B2. Experience relevant to TOR / Assignment	30%

PARAMETERS	MARKS
B3. Overseas / International Experience	10%
C. Familiarity with Local Region (India) - Total Marks of 15%	
C1. Experience in infrastructure projects	12%
C2. Knowledge of local language and culture	3%
D. Association with Firm – Total marks of 10%	
D1. Full time permanent staff	6%
D2. Years of Association	4%
TOTAL MARKS	100%

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

2.24.5 Additional Personnel

In addition to the 7 member Key Professionals, the Client recognises that additional personnel will be needed to deliver the Programme. An indicative list of disciplines/ functional role that comprise the “additional personnel” is provided in this document. It is likely that all the additional personnel against the 24 functional roles/ discipline may not be required for the entire duration of the assignment. However for the sake of uniformity in the Proposals, the Client has estimated 4 person months per year for majority of the functional role for a total of 96 person months per year months per year). The bidder must use the level of proposed staffing and the Consultants’ corresponding rates from Form 4B-2(a) and Form 4B-2(b) to develop the staff fee estimate in Form 4C. However, other than in the case of initial year, a fresh assessment of the requirement of the Additional Personnel shall be made by the Client at the time of finalisation of annual work orders in consultation with the Consultant. Payment

to the consultant shall take into consideration the actual deployment of the Additional Personnel and shall be in accordance with the provisions of the Standard Form of Contract of this RFQ- cum - RFP.

As the Programme evolves, some positions may be changed / replaced with new positions. All changes to the Additional Personnel will be decided by the Client in consultation with the Consultant and be part of future work orders/ supplementary work orders, in accordance with the provisions of GCC. The below list of SME is not exhaustive. It is expected that Consultant mobilize required SME/Associate to fulfil the scope of work/Milestone expectations by mobilizing additional resources, based on the project requirements.

All professionals must have at least a graduate degree in the relevant field from an accredited university and relevant experience in each one of the functional area.

The Client reserves the right, during bid evaluation or anytime during execution, to check documentary evidence on the use of expatriates. Failure to comply with this requirement will result in disqualification of the bid or termination of contract.

1. Urban and Regional Planner
2. Architect and Urban Designer
3. ICT Engineer
4. Landscape Architect
5. Design Engineer
6. Infrastructure/CETP & STP Engineer
7. Project Management and project controls
8. Quality Assurance
9. Health and Safety expert
10. Finance and accounts Expert
11. Quantity Surveyor Expert
12. Programme/Projects Planning/scheduling Expert
13. Capacity Building / Knowledge Transfer
14. Structural Engineering Expert
15. MEP Expert
16. Project Construction Manager
17. Civil Engineering Expert
18. Transportation Planning/Engineer Expert
19. Environmental Expert
20. Water resources, treatment and sanitation Expert
21. Power (transmission, production and distribution) Expert

22. GIS Expert

23. Legal and regulatory expert

24. PPP, Economic and Financial Expert

SECTION 3 : PREQUALIFICATION AND TECHNICAL PROPOSAL -STANDARD FORMS

The Technical Proposal shall comprise of an Executive Summary plus 3 sections as described below:

Executive Summary: This section shall be limited to 10 single sided pages (5 sheets double sided printing, excluding cover and back page if stand-alone document), minimum 11 font size, A4 paper size, inclusive of graphics

Section 1 – Specific experience of the firm(s) related to this assignment. In addition to requisite information as requested in this RFQ – cum – RFP document, indicate the projects where the consortium firms / individuals / sub consultants have successfully working together. The write-up should also include the roles and responsibilities of the consortium members and sub-consultants, how decisions will be made and quality ensured. The write up in this section shall be limited to 20 single sided sheets excluding the requisite Format, with minimum 11 font size, A4 paper size. Use of A3 paper size is acceptable but each single sided A3 page will be counted as 2 sheets

Section 2 – Proposed technical approach & methodology, work plan and organization/staffing. The write up in this section shall be limited to 40 single sided pages (20 sheets double sided), minimum 11 font size, A4 paper size. Use of A3 paper size is acceptable but each single sided A3 page will be counted as 2 sheets.

Section 3 – Qualification, experience and competence of the Key Professional. The write up in this section should provide information on Key Professional qualifications, adequacy for the project assignment and familiarity with the local region. This section shall be limited to 20 single sided pages (10 sheets double sided), minimum 11 font size, A4 paper size. Formats to indicate the cost of additional personnel is not included in the paper count. Use of A3 paper size is acceptable but each single sided A3 page will be counted as 2 sheets.

Additional Material: Bidders may include additional information in a separately bound Appendix. Any Appendix material will be treated as “for information only”.

- 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: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
- Form 3K: Description of Approach, Methodology and Work Plan for Performing the Assignment
- Form 3L: Team Composition and Task Assignments
- Form 3M: Curriculum Vitae (CV) for Proposed Professional Staff (with one page of summary of experience)
- Form 3N: Staffing Schedule for Key Professionals
- Form 3O: Staffing plan for Additional Personnel
- Form 3P: Blacklisting/Debarment undertaking

3.1 **FORM 3A**

Pre-Qualification Proposal Submission Form

[Location, Date]

To:

Managing Director,

Aurangabad Industrial Township Limited, Udyog Sarathi, MIDC Office, Marol Industrial Area Andheri (East), Mumbai, Maharashtra, India – 400093

RFQ - cum - RFP dated [*insert date and month*], 2022, for selection of Programme Manager For New Cities (PMNC) For Dighi Industrial Area (DPIA) in Maharashtra , under The Delhi-Mumbai Industrial Corridor (DMIC) Project.

Dear Sir,

With reference to your RFQ - cum - RFP document dated, we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as Programme Manager for New Cities being developed under Delhi-Mumbai Industrial Corridor (DMIC) Project, for the Dighi Industrial Area (DPIA). 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 JV/Consortium/Consultant].

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

If negotiations are held during the period of validity of the Proposal, i.e., before [date], we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFQ - cum - RFP.

Further:

1. We acknowledge that AITL 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 AITL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of AITL 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 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 Client;
 - (b) We do not have any conflict of interest in accordance with the terms of 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 MD 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. We agree to keep this offer valid for one hundred eighty (180) days from the PDD specified in the RFQ - cum - RFP.
15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.
16. 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.
17. We have studied the 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.
18. The Technical and Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the application which shall be binding on us.
19. We agree and undertake to abide by all the terms and conditions of the RFQ - cum - RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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

3.2 FORM 3B

Format for Pre-Qualification Proposal (Eligible Projects)

Project Specific 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 an JV for carrying out consulting services similar to the ones requested under this assignment.]

Experience of Project / Programme Management Consultant during last 10 years preceding the PDD, for implementation/execution of area development (Industrial cities / townships / industrial parks / industrial estates / special economic zones / special investment zones) covering 5 or more sectors among roads/ water supply/ sewerage/ solid waste management/ drainage/ power supply/ ICT/CETP & STP as a mandatory components for **at least Two project spread over a minimum area of 5 square kilometers.**

*The Project shall be undertaken with Government Departments or Government Organisations or Government Agencies or Government PSUs of any State Government or the Central Government or Multi lateral Funding Agencies in India/outside India.

Assignment Name and project cost:	Approx. value of the contract (in INR in Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore):
Start Date (Month/Year): Completion Date (Month/Year):	No. of professional staff – months provided by associated Consultants:
Name of Lead Partner:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Name of Associated Consultants, If any:	
Narrative Description of Project: (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 75.0 (INR Fifty 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 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.

3.3 **FORM 3C**

Format for Pre-Qualification Proposal (Average Annual Turnover of Applicant)

Average Annual Turnover

S. No.	Financial Year	Annual Turnover of Applicant (INR)
1.	2018-19	
2.	2019-20	
3.	2020-21	
Average Annual Turnover		[indicate sum of the above figures divided by 3]

Certificate from the Statutory Auditor

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

Name of Authorized Signatory:

Designation:

Name of firm:

(Signature of the Statutory Auditor)

Seal of the Firm

Note:

1. In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by the Lead Member.
2. In case the Consultant does not have a statutory auditor, it may provide the certificate from a practicing chartered accountant.

3.4 FORM 3D

Format of Joint Bidding Agreement (in case of JV /Consortium)

(To be executed on stamp paper of appropriate value)

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

AMONGST

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

AND

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

AND

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

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

WHEREAS,

(A) Aurangabad Industrial Township Limited, a company incorporated under the Companies Act, 1956, having its registered office at Udyog Sarathi, MIDC Office, Marol Industrial Area, Andheri (East), Mumbai, Maharashtra, India – 400093 (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. dated(the “RFQ – cum - RFP”) for appointment as Programme Manager for New Cities being developed

under Delhi-Mumbai Industrial Corridor (DMIC) Project, for the *{Project name}* (the “**Consultancy**”).

- (B) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the 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.

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 [●];and
- c. Party of the Third Part shall be [●].

5. Joint and Several Liability

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

6. Member in Charge or Lead Member

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

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

7. Representation of the Parties

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

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; 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 fulfillment of its obligations under this Agreement.

8. Authorised Representation

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

9. Termination

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

10. Miscellaneous

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

MEMBER IN CHARGE by:

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

SIGNED, SEALED AND DELIVERED

SECOND PART

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

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

In the presence of:

1.

2.

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 affixed in accordance with the required procedure.
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.

3.5 **FORM 3E**

Format of 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.....son/daughter/wife and presently residing at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Programme Manager for New Cities being developed under Delhi-Mumbai Industrial Corridor (DMIC) Project, for the Dighi Industrial Area (DPIA) in Maharashtra, proposed to be developed by Delhi Mumbai 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 till the entering into of the Contract with the Authority.

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

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

For

(Signature, name, designation and address)

Witnesses :

- 1.
- 2.

Accepted

.....

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

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

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

3.6 **FORM 3F**

Format of Power of Attorney for Lead Member of JV / Consortium

(To be executed by all members of the Consortium)

Whereas the Aurangabad Industrial Township Limited (the “Authority”) has invited proposals for appointment as Programme Manager for New Cities being developed under Delhi-Mumbai Industrial Corridor (DMIC) Project, for the Dighi Industrial Area (DPIA), (the “Consultancy”).

Whereas,, and (collectively the “ JV / Consortium”) being Members of the JV / Consortium are interested in bidding for the Consultancy in accordance with the terms and conditions of the RfQ - cum - RfP 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 DAY OF, 20.....

For (Signature, Name & Title)

For (Signature, Name & Title)

For (Signature, Name & Title)

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

Witnesses:

1.

2.

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

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

In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by the Lead Member.

3.7 **FORM 3G**

Format of Bank Guarantee for Bid Security

B.G. No.

Date:

1. In consideration of you, **Aurangabad Industrial Township Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Udyog Sarathi, MIDC Office, Marol Industrial Area Andheri (East), Mumbai, Maharashtra, India – 400093 (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 Programme Manager for New Cities being developed under Delhi-Mumbai Industrial Corridor (DMIC) Project, for the Dighi Industrial Area (DPIA) (hereinafter referred to as the “Consultancy”) pursuant to the RFQ – cum - RFP document dated 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 and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of the 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. [●] (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 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 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 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 till 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 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 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 Bank

By the hand of Mr./Ms., its and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

Notes:

1. *The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.*
2. *The address, telephone no. 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.*
3. *If the company is registered under any other act of the Native Country of the bidder, the word Companies Act 1956 may be replaced by that Act.*

The Bid Proposal, however, should be accompanied by a certified copy of certificate of incorporation under the concerned act.

3.8 **FORM 3H**

Technical Proposal Submission Form

[Location, Date]

To:

Managing Director,
Aurangabad Industrial Township Limited,
Udyog Sarathi, MIDC Office, Marol Industrial Area
Andheri (East), Mumbai,
Maharashtra, India – 400093

RFQ - cum - RFP dated [insert date and month] 2022 for Programme Manager For New Cities (PMNC) For Dighi Industrial Area (DPIA) in Maharashtra, under The Delhi-Mumbai Industrial Corridor (DMIC) Project.

Dear Sir,

With reference to your RFQ - cum - RFP Document dated, we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as Programme Manager for New Cities being developed under Delhi-Mumbai Industrial Corridor (DMIC) Project, for the Dighi Industrial Area (DPIA) (“**Consultant**”). 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 AITL 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 AITL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
 4. We acknowledge the right of AITL 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 5 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 Client;
 - 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 during the past 5 (Five) years 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 AITL 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 an 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.

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)

3.9 **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 an JV for carrying out consulting services similar to the ones requested under this assignment.]

- (a) Experience of Programme Management during last 10 years, in at least four (4) urban development projects (e.g. Industrial park, Industrial area, SEZ, integrated townships).
- (b) Minimum 1 project in ICT (Information and Communication Technology);
- (c) Minimum 1 project in Landscape works in an urban development project
- (d) Minimum of 1 project in renewable energy practices

Minimum of 7 projects. Limit each project to 2 single sided pages (1 sheet double sided)

- Client certificates ready for each project
- Use projects with copy of proof of experience as required for meeting the minimum qualification criteria prescribed.
- Exhibit projects in the last ten years.
- Projects without the proof of experience from respective client will not be considered
- The Project shall be undertaken with Government Departments or Government Organisations or Government Agencies or Government PSUs of any State Government or the Central Government or Multi lateral Funding Agencies in India/outside India.

RFQ-cum-RFP For Programme Manager for New Cities (PMNC) For Dighi Port Industrial Area under the Delhi-Mumbai Industrial Corridor (DMIC) Project

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

Firm's Name:

Authorized Signature:

3.10 **FORM 3J**

Comments and Suggestions on the Terms of Reference and and on Counterpart Staff and Facilities to be provided by the Client

A: On the Terms of Reference

- 1.
- 2.
- 3.
- 4.
- 5.

B: On the data, services and facilities to be provided by the client

- 1.
- 2.
- 3.
- 4.
- 5.

C: On Technical Proposal

- 1.
- 2.
- 3.

D: General Comments

- 1.
- 2.

3.11 FORM 3K

Description of Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. The consultant will present its Technical Proposal (items a, b and c below) in no more than 40 single-sided or 20 double-sided printed sheets (A-4 size, minimum 11 font size). The page count does not include the Forms.

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Staffing,

a) Technical Approach and Methodology. In this section the consultant should explain the understanding of the assignment, approach to the services and methodology for carrying out the activities to accomplish DMIC objectives. The consultant should highlight any challenges anticipated in delivering a Programme of this nature and discuss proposed approaches to overcome the challenges and meet the requirements of the assignment.

b) Work Plan. In this section the consultant should describe the overall work plan for the activities of the 4 year assignment and a detailed work plan for 1st year of assignment. The 1st year work plan must be consistent with the overall 4 year work plan and demonstrate understanding of the 4 year scope of work and ability to translate the scope into a feasible working plan. The work plan for year 1 must show (i) mobilization details for the Key Professional, the PMO setup team and the validation team (ii) mobilization details for the subject matter experts and (iii) key tasks and deliverables which will form the basis of invoice payment (Section 6.4, Special Conditions of Contract).

c) Organization and Staffing. In this section the consultant should briefly discuss the structure, composition, roles and responsibility of the integrated (Client + PMNC) PMO team and how the integrated team will drive the Programme implementation. Sub-consultant(s) envisaged to deliver the scope of work for year 1 must be listed with their role(s) and responsibility noted in the organization chart. In particular, the consultant should describe its philosophy in managing, resolving conflicts and overcoming challenges in managing integrated teams in Programmes of this nature.

3.12 FORM 3L

Team Composition and Task Assignments

1. Key Professional ¹					
No	Position/Expertise	Name of Staff	Firm	Experience (Years)	Key Attributes
1.	Programme Director				
2.	Deputy Programme Director cum Infrastructure Manager				
3.	Programme Finance, Procurement/ Contracts Manager				
4.	Senior Programme Planner / Scheduler				
5.	Programme Sustainability/ Environment Manager				
6.	Programme ICT Manager				
7.	Programme Landscape Design Manager				

¹ Consultants, 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

3.13 **FORM 3M**

Curriculum Vitae (CV) for Proposed PMO Staff (Key Professional) with one page of summary of experience

Limit each CV to 4 pages single-sided (2 sheets double-sided) plus a one-page executive summary

1.	Proposed Position	<i>only one candidate shall be nominated for each position</i>			
2.	Name of Firm	<i>Insert name of firm proposing</i>			
3.	Name of Staff	<i>[First] [Middle] [Surname]</i>			
4.	Date of Birth	<i>[Day, Month, Year]</i>	Nationality		
5.	Education	<i>Indicate college/university and other specialized education of staff member, giving names of institutions, qualifications obtained, and date</i>			
6.	Membership of Professional Organizations				
7.	Training & Publications:	<i>[Indicate significant training since education degrees (under 5) were obtained]</i>			
8.	Countries of Work Experience	<i>List countries where staff has worked in the last ten years</i>			
9.	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		<i>English</i>			
	<i>Language 2</i>				
10.	Employment Record <i>[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:</i>	Name of Organization	Position Held	Duration	
				____ to Present	
11.	Detailed Tasks Assigned				

12.	<p>Work Undertaken that Illustrates Capability Assigned the Assigned</p> <p>Best to Handle Tasks</p>	<p><i>[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 listed under point 11.]</i></p> <p>Name of assignment or project: Year: Location: Client: Main project features: [size in USD, type e.g., integrated township, port, rail, etc, and services provided e.g., PMO, Design, CM] Positions held: Activities performed:</p>
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1. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member]

Day/Month/Year

Full name of staff: _____

Date:

[Signature of authorized representative of the firm]

Day/Month/Year

Full name of authorized representative:

For Key Professionals who are not employees of the firm:

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

Signature of the proposed staff: _____

3.14 **FORM 3N**

Staffing Schedule for Key Professional (PMO)
(Person months per year)

Key Professional	Year 1	Year 2	Year 3	Year 4	Total
Programme Director	12	12	12	12	48
Deputy Programme Director cum Infrastructure Manager	12	12	12	12	48
Programme Finance, Procurement/ Contracts Manager	12	12	12	12	48
Programme Senior Planner (Scheduler)	12	12	12	12	48
Programme Sustainability/ Environment Manager	6	6	6	6	24
Programme ICT Manager	4	4	4	4	12
Programme Landscape Design Manager	4	4	4	4	12
Total	62	62	62	62	240

- The duration stated for each Key Professional are best estimates based on current scope and client needs. As the Programme evolves, some positions may be changed / replaced with new positions or new Key Professional may be added. All changes to Key Professional will be decided by mutual consent of the Consultant and the Client and be part of future work orders

- **It is envisaged that all the members of the Key Professional (PMO) shall be required during the term of assignment as mentioned above (4 years). However, a fresh assessment of the requirement shall be made at the end of finalisation of annual work orders in consultation with the consultant. Payment to the consultant shall take into consideration the actual deployment of the Key Professional and shall be in accordance with the provisions of the Standard Form of Contract in SECTION 6 : of this RFQ – cum - RFP. It is clarified that nothing contained in this Form should be interpreted as an assurance (express or implied) that the term of the assignment would be extended beyond the initial one (1) year.**

3.15 **FORM 30**

Staffing Plan for Additional Personnel*
(Person months for each year of the 4 years)

#	Functional Role / Discipline	Senior	Associate	Total person months per year
1.	Urban & regional planner	2.5	1.5	4
2.	Architect & Urban designer	2.5	1.5	4
3.	ICT Engineer	2.5	1.5	4
4.	Landscape Architect	2.5	1.5	4
5.	Design Engineer	2.5	1.5	4
6.	Infrastructure/ CETP & STP Engineer	2.5	1.5	4
7.	Project Management and project controls	2.5	1.5	4

RFQ-cum-RFP For Programme Manager for New Cities (PMNC) For Dighi Port Industrial Area under the Delhi-Mumbai Industrial Corridor (DMIC) Project

#	Functional Role / Discipline	Senior	Associate	Total person months per year
8.	Quality Assurance	2.5	1.5	4
9.	Health and Safety expert	2.5	1.5	4
10.	Finance and accounts	2.5	1.5	4
11.	Quantity Surveyor	2.5	1.5	4
12.	Programme / Projects planning/ scheduling	2.5	1.5	4
13.	Capacity/ knowledge transfer	2.5	1.5	4
14.	Structural Engineering	2.5	1.5	4
15.	MEP Expert	2.5	1.5	4
16.	Project Construction Manager	2.5	1.5	4
17.	Civil Engineering Manager	2.5	1.5	4

RFQ-cum-RFP For Programme Manager for New Cities (PMNC) For Dighi Port Industrial Area under the Delhi-Mumbai Industrial Corridor (DMIC) Project

#	Functional Role / Discipline	Senior	Associate	Total person months per year
18.	Transportation Planning/Engineering Expert	2.5	1.5	4
19.	Environmental Expert	2.5	1.5	4
20.	Water Resources, Treatment and Sanitation	2.5	1.5	4
21.	Power(transmission, production and distribution)	2.5	1.5	4
22.	GIS Expert	2.5	1.5	4
23.	Legal and regulatory expert	2.5	1.5	4
24.	PPP and Financing Specialist	2.5	1.5	4
	Total	60	36	96

*See Form 4B-2 {(a) to (b)} for personnel classification and experience levels

Assessment of the requirement of the Additional Personnel shall be made at the time of finalisation of annual work orders in consultation with the consultant.. Payment to the consultant shall take into consideration the **actual deployment of the Additional Personnel** and shall be in accordance with the provisions of the Standard Form of Contract in SECTION 6 :of this RFQ - cum - RFP. Certain additional personnel may be required during the terms of the consultancy (which could last up to Four (4) years, in the event the consultancy is extended on an annual basis beyond the initial terms of one (1) year by the client). However, a fresh assessment of the requirement shall be made at the end of finalisation of annual work order in consultation with the consultant. It is clarified that nothing contained in the Form should be interpreted as an assurance (expressed or implied) that the term of the consultancy would be extended beyond the initial one (1) year.

3.16 **FORM 3P**

**Format for non-blacklisting/ debarment
(to be executed by all members of the Joint Venture)**

Know all men by these presents, we (name of the firm and address of the registered office) certify that in the last Five (5) years, we have neither 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.

Also, we (name of the firm) or our associates, during the last 5 (five) years, have 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 us (name of the firm) or our Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us (name of the bidder) or our Associate.

For

(Signature, name, designation and address of the Authorised Signatory)

SECTION 4 : FINANCIAL PROPOSAL - STANDARD FORMS

Form 4A	Financial Proposal Submission Form
Form 4B-1	Standard Schedule of Rates for PMO Key Professional
Form 4B-2(a)	Standard Schedule of Rates for Additional Personnel
Form 4B-2(b)	Standard Schedule of Rates for Additional Personnel
Form 4C	Staff Fee Estimate
Form 4D	Out of Pocket (Direct) Expenses (in INR)
Form 4E	Summary of Financial Proposal

4.1 **FORM 4A**

Financial Proposal Submission Form

[Location]

[Date]

To:

Managing Director,
Aurangabad Industrial Township Limited (AITL)
Udyog Sarathi, MIDC Office, Marol Industrial Area
Andheri (East), Mumbai,
Maharashtra, India – 400093

Dear Sir,

Subject: Programme Manager For New Cities (PMNC) For Dighi Industrial Area (DPIA) in Maharashtra, under The Delhi-Mumbai Industrial Corridor (DMIC) Project.

We, the undersigned, offer to provide the 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] for the 3 year Programme Management Services.

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 and Address:

4.2 **FORM 4B-1**

Standard Schedule of Rates for PMO Key Professional

#	Role	Proposed candidate name	Company	Year 1 Monthly rates for 2022*	
				(in figures)	(in words)
1.	Programme Director				
2.	Deputy Programme Director cum Infrastructure Manager				
3.	Programme Finance , Procurement/ Contracts Manager				
4.	Senior Programme Planner (Scheduler)				
5.	Programme Sustainability/ Environment Manager				
6.	Programme ICT Manager				
7.	Programme Landscape Design Manager				

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

4.3 **FORM 4B-2(A)**

Standard Schedule of Rates for Additional Personnel

#	Functional Role	Person Months	Senior Rate**	
			(in figures)	(in words)
1.	Urban & regional planner	1		
2.	Architect & Urban designer	1		
3.	ICT Engineer	1		
4.	Landscape Architect	1		
5.	Design Engineer	1		
6.	Infrastructure/ CETP & STP Engineer	1		
7.	Project Management and Project Controls	1		
8.	Quality Assurance	1		
9.	Health and Safety expert	1		
10.	Finance and accounts expert	1		
11.	Quantity Surveyor Expert	1		
12.	Programme/ Projects Planning/scheduling Expert	1		
13.	Capacity Building/Knowledge Transfer	1		
14.	Structural Engineering Expert	1		
15.	MEP Expert	1		
16.	Project Construction Manager	1		
17.	Civil Engineering Expert	1		
18.	Transportation Planning/Engineer Expert	1		
19.	Environmental Expert	1		
20.	Water Resources, Treatment and Sanitation	1		
21.	Power(transmission, production and distribution)	1		
22.	GIS expert	1		
23.	Legal and Regulatory Expert	1		
24.	PPP, Economic and Financial Expert	1		

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

4.4 **FORM 4B-2(B)**

Standard Schedule of Rates for Additional Personnel

RFQ-cum-RFP For Programme Manager for New Cities (PMNC) For Dighi Port Industrial Area under the Delhi-Mumbai Industrial Corridor (DMIC) Project

#	Functional Role	Person Months	Associate rate code**	
			(in figures)	(in words)
1.	Urban & regional planner	1		
2.	Architect & Urban designer	1		
3.	ICT Engineer	1		
4.	Landscape Architect	1		
5.	Design Engineer	1		
6.	Infrastructure/ CETP & STP Engineer	1		
7.	Project Management and Project Controls	1		
8.	Quality Assurance	1		
9.	Health and Safety expert	1		
10.	Finance and accounts expert	1		
11.	Quantity Surveyor Expert	1		
12.	Programme/ Projects Planning/scheduling Expert	1		
13.	Capacity Building/Knowledge Transfer	1		
14.	Structural Engineering Expert	1		
15.	MEP Expert	1		

#	Functional Role	Person Months	Associate rate code**	
			(in figures)	(in words)
16.	Project Construction Manager	1		
17.	Civil Engineering Expert	1		
18.	Transportation Planning/Engineer Expert	1		
19.	Environmental Expert	1		
20.	Water Resources, Treatment and Sanitation	1		
21.	Power(transmission, production and distribution)	1		
22.	GIS expert	1		
23.	Legal and Regulatory Expert	1		
24.	PPP, Economic and Financial Expert	1		

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

4.5 **FORM 4C**

Staff Fee Estimate (INR)

(Person months multiplied by rates)

RFQ-cum-RFP For Programme Manager for New Cities (PMNC) For Dighi Port Industrial Area under the Delhi-Mumbai Industrial Corridor (DMIC) Project

#	Personnel	Year 1	Year 2^	Year 3^	Year 4	Total
	Key Professional					
1.	Programme Director					
2.	Deputy Programme Director cum Infrastructure Manager					
3.	Programme Finance , Procurement/ Contracts Manager					
4.	Senior Programme Planner (Scheduler)					
5.	Programme Sustainability/ Environment Manager					
6.	Programme ICT Manager					
7.	Programme Landscape Design Manager					
	Additional Personnel					
1.	Urban & regional planner					
2.	Architect & Urban designer					
3.	ICT Engineer					
4.	Landscape Architect					

RFQ-cum-RFP For Programme Manager for New Cities (PMNC) For Dighi Port Industrial Area under the Delhi-Mumbai Industrial Corridor (DMIC) Project

#	Personnel	Year 1	Year 2^	Year 3^	Year 4	Total
5.	Design Engineer					
6.	Infrastructure/ CETP & STP Engineer					
7.	Project Management and Project Controls					
8.	Quality Assurance					
9.	Health and Safety expert					
10.	Finance and accounts expert					
11.	Quantity Surveyor Expert					
12.	Programme/ Projects Planning/scheduling Expert					
13.	Capacity Building/Knowledge Transfer					
14.	Structural Engineering Expert					
15.	MEP Expert					
16.	Project Construction Manager					
17.	Civil Engineering Expert					

RFQ-cum-RFP For Programme Manager for New Cities (PMNC) For Dighi Port Industrial Area under the Delhi-Mumbai Industrial Corridor (DMIC) Project

#	Personnel	Year 1	Year 2 [^]	Year 3 [^]	Year 4	Total
18.	Transportation Planning/Engineer Expert					
19.	Environmental Expert					
20.	Water Resources, Treatment and Sanitation					
21.	Power(transmission, production and distribution)					
22.	GIS expert					
23.	Legal and Regulatory Expert					
24.	PPP, Economic and Financial Expert					
	Totals					

[^] The rates for the subsequent years (i.e. year 2, 3 and 4) shall be the same as quoted for the first year (2022). Indexation of the remuneration will be done annually beginning from the Effective Date as stipulated in the Standard Form of Contract in Section 6.

4.6 **FORM 4D**

Out of Pocket (Direct) Expenses (in INR)

Item	Qty	Rate	Year 1	Year 2	Year 3	Year 4	Total INR
	(A)						
Air Travel Domestic ^							
	(B)						
IT and Office maintenance (Provisional)**			8 lakh	8 lakh	8 lakh	8 lakh	32,00,000
MIS Hardware and Software (Provisional)***			12 lakh	12 lakh	12 lakh	12 lakh	48,00,000
Totals							

^ Air Travel for Domestic I will be reimbursed for Economy Class only. Any additional air travel expenses over and above the Economy class will be borne by the consultant. With prior approval of client: Number of domestic trips permitted -12 round trips for each of the Key Professional per year between Delhi & Mumbai. Reimbursement of expenses related to air travel shall be at actuals, subject to the maximum stipulated in this Form (as may be adjusted under and in accordance with the provisions of the Standard Form of Contract).

**Provisional amounts are maximum set aside for bidding & fee estimation. Reimbursements will be per actual expenses when supported by documentary evidence, subject to the provisions of the Standard Form of Contract in Section 6 of this RFQ-cum-RFP.

***MIS includes software licenses e.g. scheduling, cost management etc for up to 10 users, web hosting charges and hardware costs e.g. servers used for data warehousing. Provisional amounts are maximum set aside for bidding & fee estimation. Reimbursements will be per actual expenses when supported by documentary evidence, subject to the provisions of the Standard Form of Contract in Section 6 of this RFQ-cum-RFP.

4.7 **FORM 4E**

Summary of Financial Proposal

Item	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Year 4 (INR)	Total Years 1 to 4 (INR)
a. Staff total fees (Form 4C)					
b. Out of Pocket (Form 4D)					
Total fees without Service tax (a)+(b) *					
(c) GST					
Total Financial Proposal (a+b+c)					

* The Total Fees without Service Tax should match with the break-up of costs given as per the Forms 4B-1, 4B-2(a to b), 4C and 4D.

Total Financial Proposal (in figure): INR_____

Total Financial proposal (in words):INR_____

Note: As mentioned in this RFQ-cum-RFP document, the evaluation of Financial Proposal shall be on the basis of the total fee (total staff fee and out of pocket expenses) for a period of three (3) years, excluding service tax.

SECTION 5 : TERMS OF REFERENCE

5.1 BACKGROUND

Over the recent decades, developing economies recognised creation of industrial parks as one of the efficient ways for bringing economic growth and wealth creation into the communities, and also meet broader socio-economic objectives. As we seek to increase the industrial output and economic growth there is also a pressing responsibility to balance the socio-economic objectives with environmental targets. The **Dighi Industrial Area (DPIA)** is one such proposal i.e. envisioned to be developed on the principles of sustainability while addressing economic growth and development. DPIA is proposed greenfield industrial envisioned to be developed based on sustainable planning and development principles including optimum resource utilisation and management, state-of-the-art infrastructure, smart growth and innovation, enhanced quality of life for its residents.

DPIA spreads across 63 sq.km and is located in prime location of Raigad district, Maharashtra. Raigad districts competitive market has been in the sectors of Chemicals, Iron Ore, steel, Pharma, Ayurvedic Medicines, Agro including Rice & Cashew contributing substantially to the State Income. In addition, other sectors like food processing, are seen as potential emerging sectors in the district. The district is in close proximity to Mumbai has locational advantages and shall aid in balancing the Industrial development from Mumbai.

DPIA is at a close proximity to Dighi Port and accessible by National Highway 66 on the western side, NH 753F on the east and through access via major state highway 05. DPIA is one of the major nodes being developed as self – sustained investment destinations along the DMIC Corridor in Maharashtra. The DPIA is intended to be an industrial area to help strengthen the connectivity of the Dighi port to the inlands. It shall act as a western gateway to global trade, commerce and industry with enriched connectivity via rail and road.

Dighi Port Industrial Area (DPIA) Project

The Government of India (GoI) is developing various Industrial Corridor Projects as part of the National Industrial Corridor Programme which is aimed at developing a state-of-the-art cities that will be on par with the best of the investment destinations for manufacturing. This programme is expected to help in accelerated development inducing employment thereby increased contribution to India's GDP. The Delhi Mumbai Industrial Corridor (DMIC) is one of the corridors along the alignment of proposed Multi-modal High Axle Load Dedicated Freight Corridor between Delhi and Mumbai. Further, National Industrial Corridor Development Corporation Limited (NICDC), a special purpose company, was incorporated to establish, promote and facilitate development of the DMIC Project.

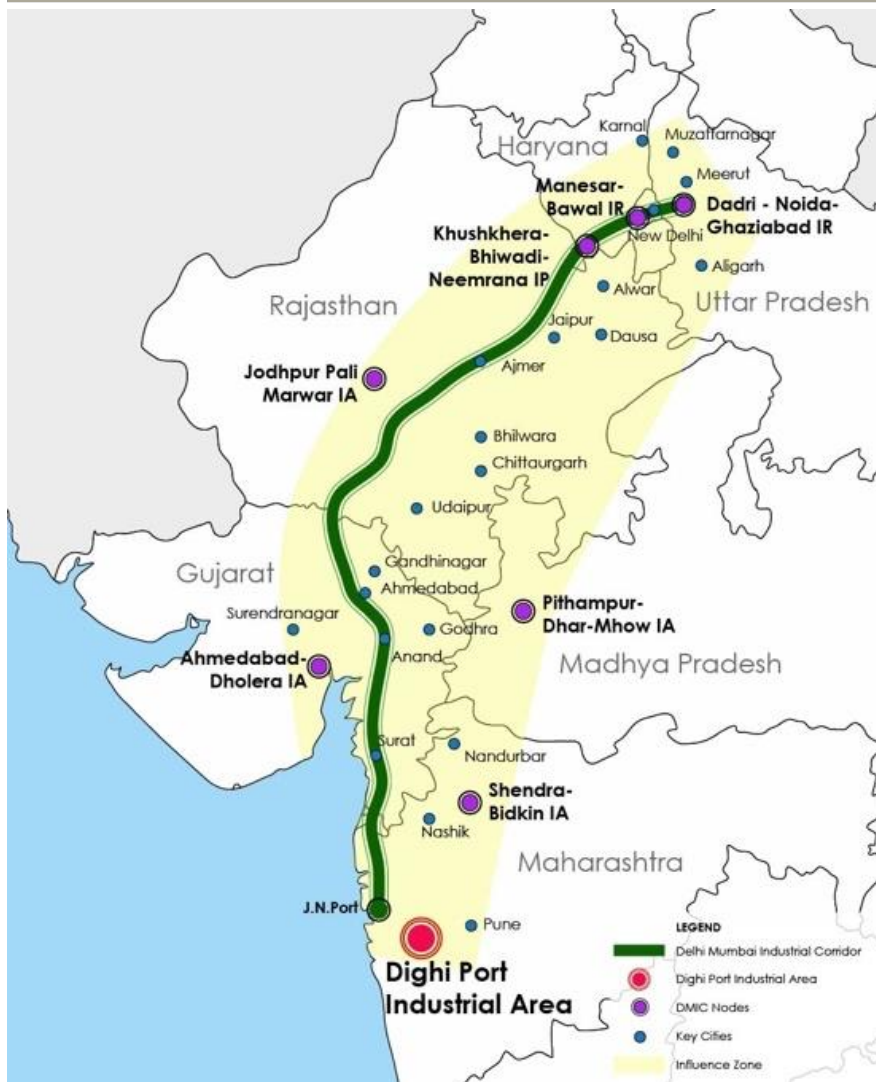


Figure 1: DMIC Corridor

The corridor is envisaged to influence the pattern of development and industrialization of the region. To tap the development potential of the proposed freight corridor (As shown in Figure 1), an area spanning 150 km wide on both sides of the freight corridor has been identified as Influence Region and is proposed to be developed as Delhi- Mumbai Industrial Corridor (DMIC). Figure 1.1 indicates the Delhi Mumbai Industrial Corridor (DMIC) along the alignment of proposed Multi-modal High Axle Load Dedicated Freight Corridor between Delhi and Mumbai and proposed nodes along it. One of the nodes identified along the corridor is the Dighi Port Industrial Area (DPIA) in the state of Maharashtra. The Aurangabad Industrial Township limited (AITL) is formed as a Special Purpose Vehicle between Maharashtra Industrial Development corporation (MIDC) and Delhi Mumbai Industrial Corridor Development Corporation (DMICDC) for the development of the Industrial nodes in Maharashtra. AITL is the nodal agency for developing other nodes also on the DMIC corridor in the State of Maharashtra. AITL is currently developing Shendra and Bidkin Industrial area near Aurangabad (another DMIC Node) and also have the mandate for development of Dighi Port industrial area under DMIC.

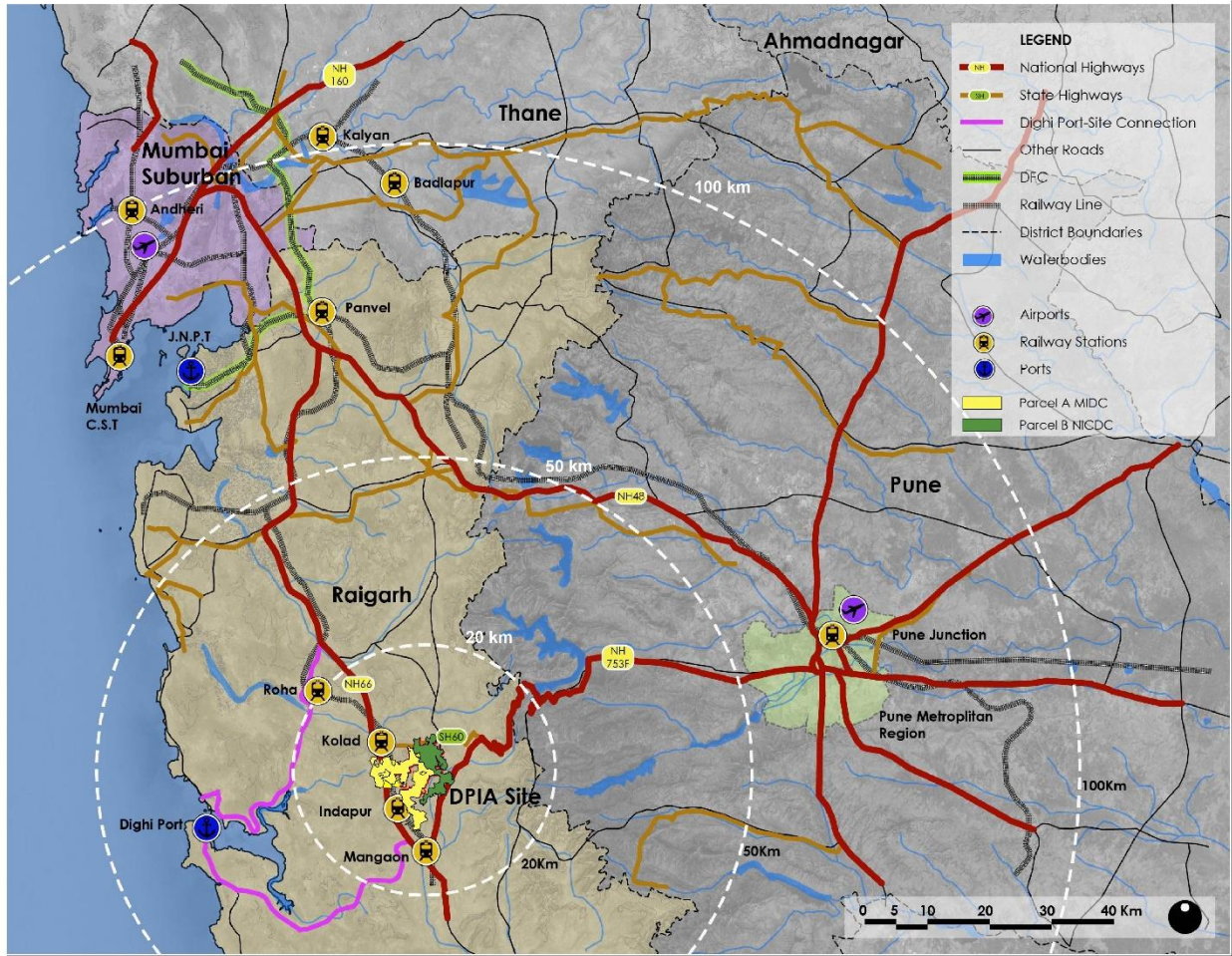
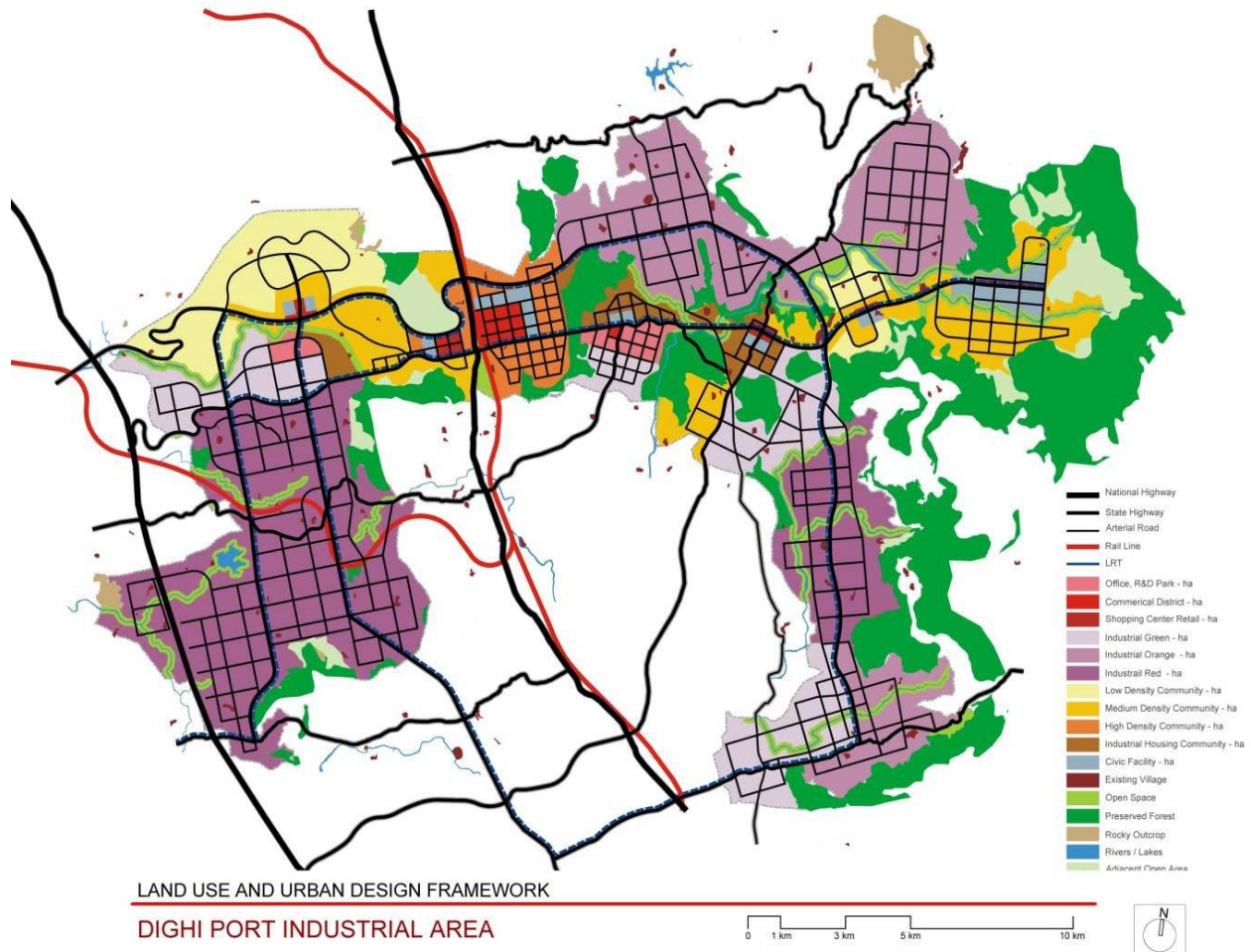


Figure 2: Map indicating location of the DPIA within the Regional Context

Located on NH66 connecting Mumbai Goa and along the Konkan rail line, the node offers a unique competitive advantage with respect to location. The DPIA falls in 9 villages in the Roha and Mangaon Tehsils of Alibag district with a total area of about 2500 Hectares in first phase.

1. **Road Connectivity:** The project site located along the NH66 Connecting Mumbai-Goa on the western side and NH 753F connecting Pune Nizampur. Furthermore, NH753F and NH66 are connected by the Major State Highway 5 on the northern side of the site. The area also has SH97 traversing through the site along with MDR 33 and Other District Roads.
2. **Rail Connectivity:** The site falls in the Konkan Division of the Indian Railway and has a Mumbai Goa single line broad gauge rail route passing through stations like Mangaon and Indapur which are less than 5kms from site site.
3. **Air Connectivity and Sea Connectivity:** Nearest airports are in Pune and Mumbai within a distance of 170km. Dighi Port is located at a distance of 35kms from the site and the Jawarhalal Nehru Port is located 104kms and Rewas Port at 90kms.

The land available for development in the DPIA is around 253 square kilometers (excluding forest and undulating terrain). The DPIA is intended to be a port, trade and industrial hub that will augment the port of Mumbai as India's western gateway to global trade, commerce and industry. Currently, approximately 120 sqkm is notified for the Industrial area of which AITL intends to take up around 24 sq.km as first phase of development.

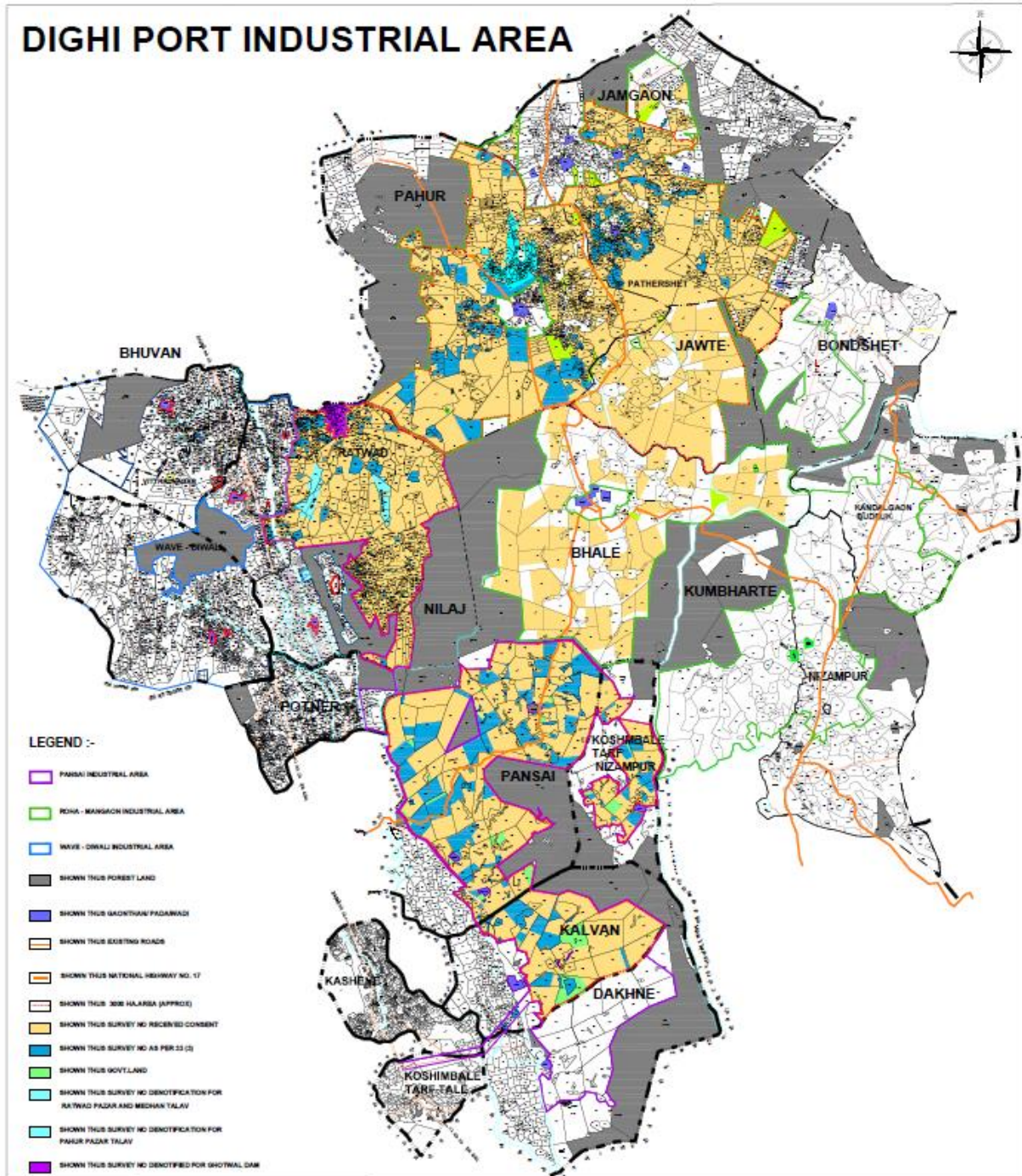


Dighi Port Industrial Area – Concept Master Plan

The concept Master Plan for Dighi Port Industrial area delineates an area of 253 sqkm which extends from east to the west crossing NH17. The Industrial area is located around 100 kms from Mangaon which is a Taluka located in Raigad district, crossing Indapur. The DPIA is strategically located along the NH 17, well connected via SH 60, SH 97 and other state highways. The Industrial area is in close proximity to the Konkan railways which runs in parallel to the NH 17 and is also well connected to the Dighi Port via state highways.

The Vile-Baghdad M.I.D.C. industrial zone located in Mahad houses various steel companies, including POSCO LTD and is in adjacency to the DPIA.

The industrial location is strategically positioned and directly connected to the major national, state highways and the Konkan rail network. The area will provide direct connections to National Highway (NH) 17 and the Konkan railway line. Additional regional roads will be provided to connect potential future areas of industrial expansion from the NH 17. Because of the industrial area's connectivity, visibility, and strategic location, the area will provide an ideal site for investment and employment growth for years to come.



Phase 1

AITL has undertaken the works of Master Planning and preliminary engineering design work for roads and services. The Master Planning Consultant is currently on board and the preliminary engineering design work is being undertaken.

Figure 2: Map showing revenue village boundaries

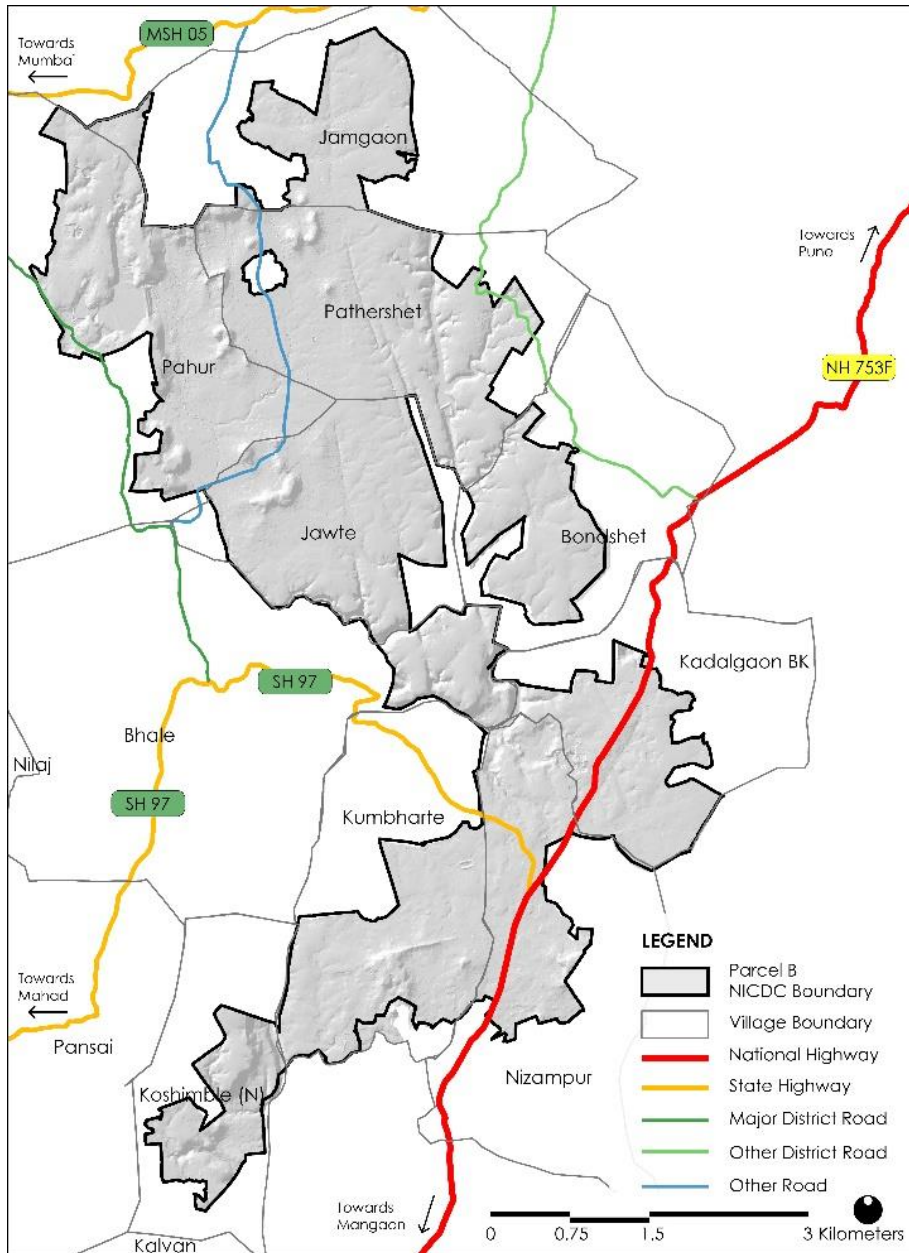


Table 1: List of villages of notified area

Sr. No.	Parcel B	Area (in Ha)
1	Bondshet	146.36
2	Khandalgaon BK	205.079
3	Nizampur	250.724
4	Kumbharte	267.197
5	Jawte	349.003
6	Pahur	473.000
7	Pathershet	396.755
8	Jamgoan	178.238
9	Koshimbir Nizampur	Tarf 135.647
Total Parcel B		2402.003

Current Project status

The Consultant for the preparation of the detailed master plan cum preliminary engineering design has been appointed by DMICDC in September, 2018. AITL, being the state level agency, is responsible for the development and management of the DPIA. The overall project scope of the consultant appointed broadly includes, but not limited, 1) overall project management, 2) Technical assessments, market survey and demand assessments, preparation of a financial feasibility model, 3) detailed master planning 4) Preliminary design of roads, highway structures and utility services within the designated area in identified economic cluster/cluster of the industrial corridor and 5) Preparation of tender documents and drawings for selection of contractor(s) and provide assistance to client during detailed design stage.

The consultant undertook reconnaissance survey of the site and submitted Inception report. The satellite imagery and Topographic survey is under progress. It is expected of the PMNC appointed by AITL to begin with monitoring & review of the project.

1. Works to be done in Phase I

The PMNC has to ensure that the proposed development is not only cost effective but also environment friendly vis-a-vis the normal mode of development / construction currently in use in Maharashtra and in India. For the same, it is advisable to work on a 3 D technology model for all the infrastructure development and the model should be able to simulate the situation in case of some natural calamity. The modelling should also be used to showcase the cost effectiveness of the technology used and the benefits which can be accrued by the various stakeholders involved

with the project. An indicative list of activities to be undertaken for ensuring sustainable development is given below:

1. Use of waste and manufacturing/ process by-products in construction:

The sustainable master system integration plan (as provided in detailed scope of work) should ensure that the material used for the construction of roads, building etc. is sourced locally as much as possible. Also, the material which is to be used is waste by – product of some other industry to the extent possible.

2. Use renewable energy (solar, wind, geo – thermal etc.):

The sustainable master system integration plan should lay emphasis on the usage of renewable sources of energy to the extent possible. The master plan/ development plan prepared by AITL provides the guidelines with respect to the usage of renewable energy sources and about how the efficiency in energy utilisation (at all levels) can be ensured. The PMNC has to further dwell upon the same and prepare the implementation plan for maximum utilisation of renewable energy at Dighi Port Industrial Area (DPIA) and provide the steps to continuously improve the efficient energy utilisation in the built environment e.g. buildings, transportation mode etc.

3. Use technology that require less water during the construction of infrastructure:

Water is a scarce resource and the sustainable master system integration plan should emphasise on the usage of technology which uses less water during all the stage of city life, be it construction, operation, maintenance, re-generation etc.

4. Recycle and reuse of water and waste:

The sustainable master system integration plan enlist all re-useable material available within the state of Maharashtra which can be used for various construction activities like roads, public buildings, parks etc. and provide policy framework which can be enforced by the development authority. For subsequent phases of development as well, the guidelines should be provided in the sustainable master system integration plan along with the list of material along with uses.

5. 3D Model Driven Approach for DMIC Nodes

AITL mandates the use of advanced computer based dynamic 3D-model driven approach for the detailed planning, design, engineering, construction, and operation of the DMIC nodes to allow simulation, visualization and engineering analysis of all transportation, utility, building, civil works and geospatial infrastructures. This includes an aggregate dynamic 3D information model for the city infrastructure systems with 3D building models, 3D civil infrastructures, 3D models for rail, roads and underground and aboveground utilities systems participating. 3D infrastructure modelling tools shall be used to develop and produce project models and simulations (e.g. in case of natural calamity etc.) as required for submittals. The 3D Infrastructure Information Models are to be used throughout the design, construction and operational life-cycle of the asset, including but not limited to, for system collision detections, materials quantification, construction sequencing,

and carbon impact analysis. 3D infrastructure models use shall be maximized for project reviews, decision support, design analysis, and quality assurance during all phases of this Programme

Project Components:

The following project components are considered but not limited to as a part of infrastructure development of the project area.

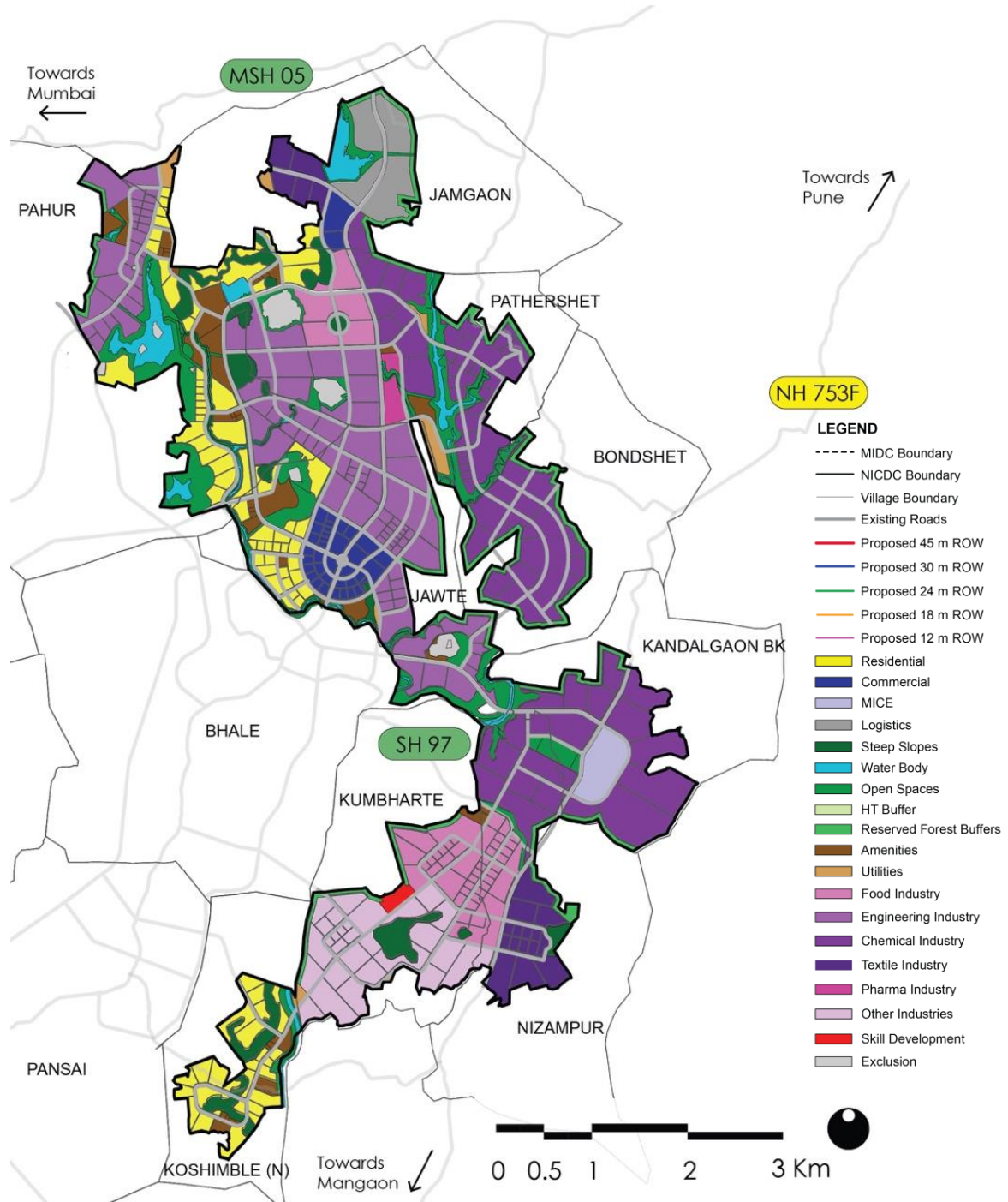
1. **Roads:** Envisaged mixed land use developments at Dighi Project Industrial Area (DPIA) would be possible only with efficient transportation and road infrastructure. Traffic generated from different land uses at DPIA are connected to the regional trunk routes through a hierarchy of network of roads and transportation systems. The various elements considered while planning Transportation Systems in DPIA Master Plan are:
 - a. The road network hierarchy plan
 - b. Circulation Plan for various modes including NMT
 - c. Parking Policy/Plan for the area
 - d. Public Transit facility planning. The implementation should consider the prime planning principles of inclusivity, sustainability and user experience at every stage of the process while not compromising on the industrial requirement for freight movement.
2. **Power Supply:** including MRSS, Zonal Substations: Power source is to be made available for the whole area for the Industrial development. Different power sources are available in the vicinity at the voltage levels of 400kV, 220kV, 100kV,33kV Power will be sourced from the existing transmission facility through the transmission and distribution utility. The Electrical equipment selected shall be such so as to get trouble free operation during the life of the equipment, under the most stringent atmospheric conditions. The demand for planning the infrastructure is considered based on the Land use, Plot size, Built-up Area, projected growth & population density. In addition, innovative technological solutions such as Digital grid technology, Micro grid technology, smart lighting systems and renewable energy sources are considered in design the grid network.
3. **Stormwater & CD Structures:** The site has series of water streams and seasonal water catchments areas. Most water channels run North-east towards south-west or south wards. Multiple watershed areas have been identified across the site, which shall follow the run off and facilitate rainwater collection and reuse. Key principles of design for these area shall be to create innovative paving to allow for water to percolate and allow ground water recharge. In addition, a parallel collection network of stormwater drains is planned considering the topography, grade levels, runoffs and demand.
4. **Water:** River Kundalika is a prime source of water for this Roha MIDC Industrial Area, Dhatav and also for the nearby villages and Roha City. Only a part of freshwater requirement can be met from Kundalika river. The remaining freshwater can be sourced from Padwan Dam. Water Supply system for DPIA is partly through river and dam - Potable Water and Recycle Water-Non Potable Water) System. Portable water for sustaining life for humans, flora or fauna, drinking, bathing, washing, cooking and other domestic uses. Dam water will also be supplied to various amenities like retail, offices, hotel and institutions. Recycled water supply system shall be for flushing and irrigation purposes. Recycling treated wastewater is looked into as a possible source of Non Potable Water Demand. Other possible options are rain water storages/ponds. Water treatment Plants are proposed in two locations and subsequent treatment shall be carried accordingly.
5. **Sewerage Networks (including WTP, CETP, STP's):** Considering the site terrain, a combined sewerage system for the project site to convey the domestic sewage to sewage treatment plant shall be proposed. Avenues of reuse of treated sewage shall also be explored specific to project area to achieve sustainable development. The effluent generated from industries within the project area shall be conveyed to the Common Effluent Treatment Plant (CETP) through a separate effluent collection network. The effluent from individual industry shall be pre-treated

as per norms before discharging in effluent network for further treatment at CETP. The site elevation for the project site varies from approx. 10 m to 130 m. This huge variation in ground elevation along with major undulations in site levels demonstrate major challenges in planning of gravity based network. Sewerage and effluent collection networks along with respective recycle network shall be planned with an aim to make best possible use of topography of the project site in order to develop a holistic and cost-effective approach.

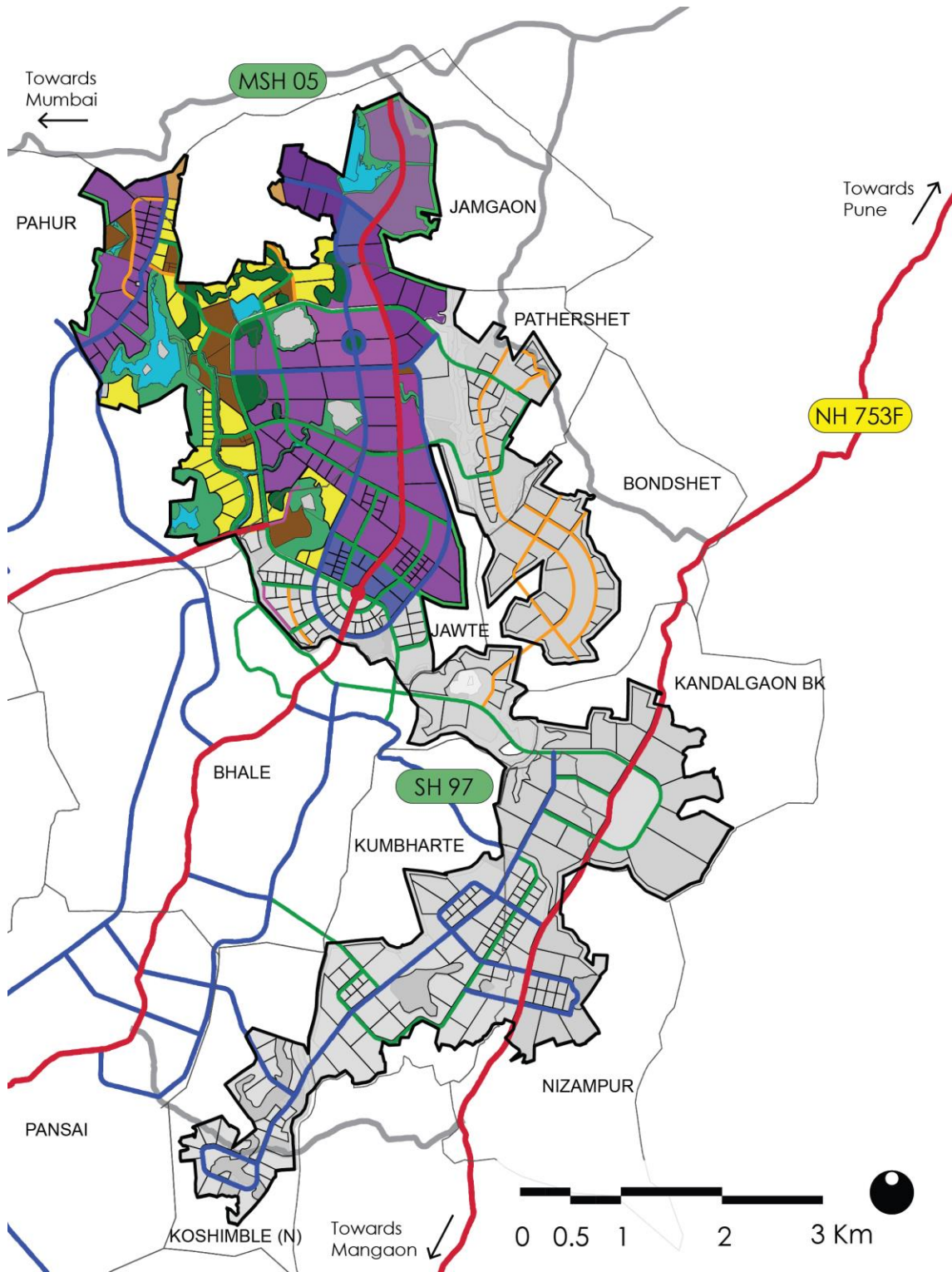
6. **ICT & SCADA:** One of the key goals under the DPIA's vision is the use of technology for enhancement in governance, long term performance of assets and to deliver a quantum improvement in the quality of life of the users and providing real time information to make informed choices. Dighi Port Industrial Area (DPIA) proposal envisions developing a vibrant 24x7 globally competitive manufacturing destination with requisite amenities and a high quality built and natural environment for its users. Implementation with following services in the city (existing and planned infrastructure with provision for future scalability:- Integrated Command and Control Centre, Centre/ DR, City Safety, Security & Surveillance , Smart street Lighting automation, Intelligent Traffic Management System, ICT enabled Solid Waste Management, GIS asset Mapping, Public Address System, Governance and Citizen Service etc.
7. **Solid waste Management:** Solid waste in the Dighi Port Industrial area may be divided into two major stream as per above stipulated rules. The streams are A. Municipal Solid Waste and B. Industrial Waste. The integrated solid waste management strategies are planned to be implemented in the Dighi Port Industrial area based on the multiple guidelines provided by MoEFFC.
8. **Landscape Design and Implementation:** Landscape design will play an important role in integrating all the land uses; to the entire development through various types of Visual experiences and Landscape elements. A well-implemented landscape design is a fundamental component of good infrastructure design. It can contribute to the character of an area, help integrate the road with the surrounding environment, and become a valuable ecological asset. The rigid structure of industrial zones is balanced by the integration of landscape in order for the place to be liveable. The objective of the landscape design is to preserve and enhance the existing natural terrain while integrating the open space to the built-form in order for people to access these spaces better. The site area consists of water reservoir and the streams, which will be conserved and integrated into functional Landscape.

In addition, improvement of External Road Network and infrastructure linkages to facilitate Phase-01 development is imperative for successful implementation.

LANDUSE MAP



PHASE 01 SITE



SCOPE OF WORK

5.2 PMNC OVERVIEW

The job of the Programme Manager for New Cities (“PMNC”) is to perform all advisory and technical activities necessary to plan, integrate, package, administer, inspect and manage the development and construction of projects in the Dighi Port Industrial Area (DPIA). It will be the PMNC’s primary responsibility to ensure on-schedule, under budget delivery of projects within but not limited to the Programme in consistent with the quality and standards specified by DMIC. The PMNC is expected to provide the scope of services for a period of four (4) years which the Client may renew for a further period of two (2) more years as mutually decided and deemed necessary.

The Programme management services are divided into two broad categories:

1. “Programme Wide services” are those services that focus on the management, planning and administration of the Programme in general, rather than for the specific benefit of a single project or limited set of projects.
2. “Project Specific Services (PSS)” are those services that are for the management, planning, administration, supervision, coordination and implementation of a specific project or set of related projects

The PMNC shall set up a Programme Management Office (PMO) and staff it with necessary core staff of Key Professionals to perform the “Programme Wide Services (PWS)”. The key professional composition may subject to change/modifications during the over the subsequent stages based on the programme requirement as deemed necessary by the client and PMNC team through mutual understanding and discussions . In is given that the PMNC Key Professionals will report to Aurangabad Industrial Township limited (AITL).

Additional resources and experts as listed in this RFQ-cum-RFP will be required over the 4 years of the contract period, to provide “project specific” services as and when required. Work orders will be issued to provide these project specific services as provided in the Contract (refer Section 6). The scope and price for work orders will be negotiated using the schedule of rates submitted in the financial proposal.

The general scope of services for the full contract term is described below;

5.3 SPECIFIC SCOPE OF WORK FOR YEAR 1

The first work order will cover the three tasks envisioned during the year 1: Task 1 - setting up the PMO Task 2 - validation study comprising of 4 sub studies for technical and economic validation, master systems integration (MSI) plan and PPP assessment, Task 3 -assisting Client on various technical matters.

1. **Task 1 - Setting up the PMO:** In order to ensure long term success, PMNC must implement a consistent, thorough, transparent Programme-wide strategy. PMNC will prepare a Programme Implementation Plan (PIP) which will include all the tasks and issues identified in the scope of work described below. The PIP will address the “how”, “what” “when” and “Who” for each scope of work. In the first 30 days the PMNC will develop and implement the basic systems, tools and processes associated with the items noted below. These systems, tools and processes will be refined and enhanced over time as the Programme evolves. A separate “Mobilization Team” will be deployed to accomplish the task of setting up the PMO specifically the project management information system (PMIS) and standards, policies and procedures for

procurement, contracts, design and construction management, document control system and health and safety. The areas to be addressed by the Key Professional and the PMO mobilization team include:

- (i) Team Chartering
 - (ii) Governance Setting
 - (iii) Programme Management Information System (PMIS)
 - (iv) Schedule Development
 - (v) Budget Formulation
 - (vi) Baseline Establishment
 - (vii) Cash Flow Development
 - (viii) Policies Establishment
 - (ix) Standards Establishment
 - (x) Programme Management Information System (PMIS tools) Deployment and Monitoring
 - (xi) Procurement Strategy Development
 - (xii) Contracts Strategy Development
 - (xiii) Establish a Programme Delivery Plan including how the different stages of each project will be managed e.g, milestones, gateway approvals etc
 - (xiv) Health and Safety Plan
 - (xv) Environmental Management Plan
 - (xvi) Establish all monitoring tools, key performance indicators and all “indicator/performance management tools” and the reporting systems that will govern the progress of the Programme and set alerts, trends analyses and escalation methodologies and change management
 - (xvii) Establish “e-systems” to facilitate communications, contracts management, Programme management, design management, procurement and tendering and cost control
 - (xviii) Document Control System
 - (xix) Stakeholder management plan
2. **Task 2 – (A) Technical Validation:** PMNC will perform the technical validation of the concept master plan, master plan and preliminary engineering studies and any other ongoing projects related to DPIA which are under preparation for the DPIA region. The study result will act as a road map and form the basis for all downstream actions and decisions. In performing the technical validation, PMNC will perform a review concept master plan for DPIA, the master plan and preliminary engineering for trunk infrastructure(on-going) including reviewing, analyzing

and evaluating the purpose, intent, applicability, functionality, technology, schedule and cost for each base infrastructure project recommended in the master plan, applicability of technologies to satisfy project objectives e.g. sustainability and smart city, the inter relationship with other projects (sequencing), critical risk areas and assumptions, permissions/ approval requirements and durations etc. If the technical validation review reveals fatal flaws which would prevent or pose risks in implementation e.g. a proposed project in the plan cannot be implemented due to technical deficiencies or delays, the PMNC validation team will recommend alternatives to meet the objectives of the master plan. Re-doing the master plan is not part of the scope of work but conducting technical evaluations to recommend alternatives / substitutions to the plan recommendations is part of the scope of work. However, the consultant is expected to ensure that the modifications are conveyed and carried out by the detailed engineering consultant or consultant carrying out subsequent works. After the technical validation including the project list is approved by the Client, the PMNC will validate and update the Programme cost estimate, prepare budgets, cash flow and schedule for each project with key milestones in each delivery phase e.g. design, construction etc. The PMNC will prepare a master schedule showing the inter relationships between projects; the master schedule along with the budgets will form the baseline for Programme monitoring and performance measurement. The studies shall result in the preparation of broad infrastructure plans including the external infrastructure (infrastructure requirements up to the delineated Phase-I area) and internal infrastructure (infrastructure requirements within the Phase-I area) based on which the strategy for infrastructure creation can be finalised based on discussions with the Client and other key stakeholders such as MIDC etc. The PMNC shall submit the draft validation as per the timelines prescribed in the Clause 6.6 of the Special Conditions of Contract and the final validation study will be completed after getting review comments from Client . The studies shall also include the delineation of the land for the Phase I development in the overall master plan prepared by Client (based on actual availability of land) and taking into consideration the applicable town planning scheme. The PMNC shall carry this out with the assistance and coordination with Client, line departments and all other relevant stakeholders.

3. **Task 2 – (B)** Economic validation: The intent of the economic validation is to provide a very high level review of the economic and techno-economic feasibility reports (TEFR) completed to date and to identify demerits which may limit Industrial Area from meeting economic and

growth objectives. The analysis should validate the basis of assumptions and decisions made regarding Phase 1 implementation. Specifically, the high level analysis shall review:

- Industrial sector review: Choice of industry cluster planned for the DPIA Phase 1 and the basis of the assumptions which may include but not limited to following : Future growth propensity of the sector in terms of share of state GDP participation, Cost competitiveness of the IA, Existing demand supply gap for industrial sectors and Employment multiplier impact of each industrial cluster within the region.
- Physical infrastructure review: Infrastructure demand and relevant phasing sequencing – both for industrial and non industrial
- Demographic review: Population growth estimates, Employment rate estimates (Industrial Vs Non Industrial), Non industrial employment break up (Public Vs Private)
- Real estate and land economic review: Validation of real estate land demand models for Industrial & Non industrial land uses (Residential, Commercial –retail, office, Hospitality, Social Infrastructure-education, health, public use etc.), development phasing and land disposal phasing strategies for optimising returns from real estate assets
- Policy framework review: Review of policy intervention and competitive incentives strategies for core industrial and real estate land uses
- Identification of projects & basis for project implementation: Based on the review and the list of projects indicated in the RfQ - cum - RfP and any other projects identified as necessary for development in the Phase I of {*Project Name*}, the PMNC shall indicate the initial bundling / unbundling proposed for the projects and recommend whether they

should be implemented on PPP / non-PPP basis providing the broad rationale / justification for the recommendations.

The draft economic validation report shall be submitted by the PMNC as per the timelines prescribed in the Clause 6.6 of the Special Conditions of Contract and; the final validation study will be completed after getting review comments from Client. If additional detailed economic studies are required to fulfil the Project objectives, such studies will be first approved by the Client and will be completed under separate tasks in the future.

- 4. Task 2 - (C)** The PMNC will prepare an ICT Master System Integration (MSI) Plan which will highlight the key tasks and activities that will be completed in the System Integration stage. The ICT Master Plan for the SBIA Investment Region is currently under preparation. For the preparation of the ICT MSI Plan, the PMNC shall coordinate with the consultant appointed by Client for the development of the ICT Master Plan (the "ICT Master Plan Consultant"). Client shall facilitate the coordination with the consultant preparing the ICT Master Plan. Based on the ICT master plan, the PMNC will develop a detailed integration and operations plan around specific system integration designs. This plan will act as the baseline control document for the System Integration of the project. The draft ICT MSI plan shall submitted by the PMNC as per the timelines prescribed in the Clause 6.6 of the Special Conditions of Contract. The final ICT Master Plan will be completed after getting review comments from Client and the ICT Master Plan Consultant.
- 5. Task 2 - (D):** The PMNC shall identify the various kinds of services required to be procured during the term of the Assignment. Based on the services identified, the PMNC shall prepare a procurement strategy appropriate to the services required across project development, design phase and implementation phase. This will include analysis of statutory, legal and financial aspects of infrastructure delivery models available in India (including PPP delivery models) and appropriateness of the infrastructure delivery model. The procurement strategy will also incorporate inputs from the critical stakeholders from the Central and State Governments. The PMNC shall further prepare the procurement / tender document formats appropriate for the various kinds of procurement envisaged such as landscape & ICT consultant contractors , works (including EPC, Design-Basis) and PPP projects etc supported by required technical guidelines. The draft report on Procurement Strategy shall be shall submitted by the PMNC as per the timelines prescribed in the Clause 6.6 of the Special Conditions of Contract. The final Procurement Strategy report will be completed after getting review comments from Client, other critical stakeholders as applicable.
- 6. Task 2 - (E):** The PMNC will prepare a Sustainable / Low- Carbon master system integration plan, which will highlight the key tasks activities that will be completed in system integration stage. The sustainability development strategies for DPIA Investment Region are currently under development. For preparation of sustainability plan, PMNC shall coordinate with AITL for sustainable development of DPIA Investment Region. For sustainable strategies, PMNC shall develop a detailed integration and operations plan around specific system integration designs within the stipulated time frame. All the infrastructure and utilities should be sustainable in terms of utilisation of water, usage of energy, generation and re-use of waste and the sustainable

master system integration plan should provide steps for continuous improvement in efficiency and monitoring of the same.

7. **Task 2 - (F):** Adoption/Implementation of computer based 3D-model driven approach for the detailed planning, design, engineering, construction, and operation of the DMIC nodes on the basis of plan presented at the end of 4 months from project start date; and Detailed specifications, contracting provisions, technical and financial conditions and other guidelines for inclusion in the document for procurement of detailed design and engineering works of the DMIC nodes using computer based 3D-model driven approach for their detailed planning, design, engineering, construction, and operation. This includes providing an aggregate dynamic 3D intelligent information model for the nodes with 3D building models, 3D civil infrastructures, 3D models for rail, roads and underground and aboveground utilities systems. Deliverable 2 is to be further strengthened at the procurement document level for individual infrastructure project but the guiding principles is to be defined along with the validation study.
8. **Task 3 - Technical Assistance:** PMNC will be requested to assist the Client on a host of technical, permissions and approval areas. These may include but not limited to items such as preparing the procurement strategy for selection & appointment of the various consultants required for project development activities and contractors for implementation of projects, EoIs and RFPs, assist the Client in the review, assessment and selection of various consultants, EPC contractors, , assisting the permissions and approval process, procure EIA clearances, notification of the DPIA Master plan prepared by the Master planning consultant, preparing techno economic feasibility studies and assisting in the review and recommendations for early bird projects and funding assistance. Approximately 40 to 60% of the PMO effort in year 1 is expected to be dedicated for this effort. The PMNC will also need to coordinate and review the work of consultants already appointed by the Client for Master planning & preliminary engineering design within the Industrial Area. The PMNC shall also be responsible for preparation of all documents on behalf of AITL related to seeking approvals for specific projects from the DMIC Project Implementation Trust Fund and other Central / State Government bodies.

The list of deliverables and associated timelines are provided in Clause 6.6 of the Special Conditions of Contract. It may be noted that due to the multidisciplinary nature of the Assignment and dependencies on other agencies and consultants, the timing of the deliverables may vary depending on the requirements of the Client.

5.4 GENERAL PROGRAMME MANAGEMENT SCOPE OF SERVICES (OVER 4 YEARS)

5.4.1 Organization and Governance

The PMNC will:

- (i) Map the processes required for project development and project implementation and establish processes for issue resolution and decision-making at the Programme level and

define how roles and responsibilities will interface across government ministries/departments, Client, Nodal Agencies and PMNC.

- (ii) Prepare a consolidated Programme Governance document that consists of all plans, controls, Programmes, manuals, systems, guidelines and strategies
- (iii) identify the various stakeholders, individual project bidders and elements such as projects, contracts, and services, required to deliver the Programme together with their interface relationships

5.4.2 Programme Controls

Programme controls enable proper planning, scheduling, budgeting, and measurement of performance, and help ensure the successful delivery of the Programme. The PMNC shall deploy a Programme controls system (IT Management) to provide integrated processes, methods, procedures, in an automated software Programme that effectively develops, manages, and reports on the Programme schedule and cost baselines as defined by the work breakdown structure (WBS).

To ensure successful implementation and execution of the Client's Programme, the PMNC will develop and implement a comprehensive process for guiding, developing, planning, and managing overall Programme delivery. The following activity areas are the primary components of a comprehensive Programme Controls function:

- (i) Schedule Management
- (ii) Cost Management / Earned Value Management
- (iii) Document Control
- (iv) Risk management
- (v) Scope and Change Management
- (vi) Performance Measurement

5.4.3 Schedule Management

The PMNC shall develop the Programme Work Breakdown Structure (WBS) and develop and maintain the Programme Master Schedule. The PMNC will:

- (i) Maintain the Programme Master Schedule at various levels of detail for management reporting
- (ii) Ensure that changes to baseline schedules only occur through adequate change management processes
- (iii) Ensure that Contractors include sufficient and meaningful deliverables and milestones, and communicate any proposed updates to the schedules
- (iv) Ensure the Contractors schedules identify highlights and communicate decision points and any other Programme obligations at all stages of the Programme
- (v) Ensure that contractor's baseline their schedules and apply appropriate change management processes to any baseline changes

- (vi) Monitor and report on the perceived viability of the Contractor schedule based on realistic assessments of schedule risks; prepare alternatives to correct or avoid schedule variances
- (vii) Identify perceived issues with contractor planning and scheduling processes

5.4.4 Cost Management and Earned Value Management

(i) Cost Management (Estimating)

The PMNC will:

- a) Be responsible for cost management in each stage of each individual project to be delivered
- b) Create a Cost Breakdown Structure (“CBS”) which will include the overall Programme CBS and the CBS of each individual project to be delivered
- c) Create the baseline Programme budget. Budget must include costs relevant to the overall Programme and to each individual project to be delivered
- d) Prepare complete life-cycle cost analyses
- e) Develop and maintain on an individual project basis, the Master Budget for all projects and phases
- f) Set the cash flow estimate of capital requirements for the projects to be delivered
- g) Review estimates and forecasts, code of accounts and cost distribution criteria for the Programme on a regular and as and when required basis.
- h) Ensure any design submissions include cost estimates to enable Client to take best decisions for approvals
- i) Create the procedure for handling payment requests
- j) Establish procedures for preparation of budget re-forecasts, and updated cash flow

5.4.5 Earned Value Management

The PMNC will:

- (i) Determine earned value reporting requirements and disseminating information to the Client and stakeholders as appropriate
- (ii) Calculate and report earned value
- (iii) Ensure that project teams and the associated contractors provide the agreed view of schedule and cost

5.4.6 Document Control

The PMNC will:

- (i) Implement an electronic document management system to safeguard related documents for future reference for the Programme.
- (ii) Develop and implement policies, processes, procedures and systems for the collection, storage, protection and dissemination of all Programme documentation.
- (iii) Create a document control and filing system procedure that takes into account all parties involved.
- (iv) Train existing, new and future Programme staff and set-up procedures for departments to receive, record, file, retrieve, duplicate, store and issue documents.
- (v) Compile and manage the repository to include Programme standards, policies, procedures, plans, specifications, schedule, acceptance certificates, transmittal letters, meeting minutes and reports, and any other information relevant to the Programme.

5.4.7 Risk Management

The PMNC will:

- (i) Develop a systematic risk management plan / strategy to be applied to the Programme and its component projects that clearly identifies potential risks to the Programme. The risk management plan needs to be comprehensive to cover all potential risks faced by the Programme throughout the duration of the Services, identify probabilities of risk occurrence and allocate weighting systems to monitor risk. The risk management plan needs to include early warning systems and trend analyses and other methodologies that assist in early discovery of risk items
- (ii) Track the significant risks are systematically identified, recorded, evaluated, actively managed and regularly re-evaluated and communicated across the Programme
- (iii) Identify, communication and manage inter-Programme or external risks
- (iv) Identify and manage internal Programme related risks
- (v) Propose mitigation measures ranging from adjustments to the proposed alignment, changes, recovery plans and any other action used to mitigate certain risks
- (vi) Conduct risk assessment workshops on a regular basis with Client, PMs, suppliers, contractors and other stakeholders

5.4.8 Scope and Change Management

Scope and change management are two of the most critical functions of any Programme. Control mechanisms must be in place to identify and manage activities and issues that might ultimately alter the delivery of the Programme's objectives. PMNC shall:

- (i) Create and implement an internal Change Management Plan, Change Log, and associated governance processes
- (ii) Develop, review and update a change management system and procedures that capture complete, accurate and consistent baseline documents, and ensure changes in design

- and construction and any other change are controlled in accordance with the contract documents and/or Programme controls procedures.
- (iii) Establish the procedures for changes to Programme criteria to create uniformity of application across all existing contracts of the Programme and the projects for design details, material approvals and other related items.
 - (iv) Assess any change request in terms of the impact on time, cost and quality and recommend mitigation and management strategies.
 - (v) Monitor changes and potential changes across the Programme against the contractual and scope baselines
 - (vi) Monitor the processing of changes which require contractual variations
 - (vii) Evaluate financial implications of changes to contracts that are determined as necessary to implement
 - (viii) Advise Client on matters affecting the project budget, provide timely updates that reflect funds received, funds obligated through contract awards and approved change orders, and projected obligations

5.4.9 Performance Measurement

The PMNC will:

- (i) Develop a web based reporting platform that will provide “real time” information and be customized to facilitate communication between Client and various stakeholders including contractors, suppliers and other consultants
- (ii) Collect, analyze, track, monitor, and separately report the Programme cost, schedule and budget information on an agreed basis. The report should include all encumbrances, commitments, and actual expenditures and develop earned value, trends, forecasts and

variance information. In addition, the PMNC shall conduct Programme progress review meetings and other related meetings.

- (iii) Prepare and submit monthly progress reports to Client within mutually agreed timeframe and format
- (iv) Participate in regular Programme progress review meetings, and other Programme performance-related meetings as appropriate, and follow up on corrective/control measures where required
- (v) Assist Client in preparing its periodic Programme status reports to issue to higher authorities and/or other relevant stakeholders

5.4.10 Interface Management

The PMNC will:

- (i) Develop an Interface Management Process/System to track interface between investment regions/nodes
- (ii) Coordinate with the Client regarding interface issues
- (iii) Manage external interfaces with major stakeholders

5.4.11 Stakeholder Management

While the Client will maintain overall responsibility for stakeholder management, the PMNC will focus on ensuring that stakeholder requirements are delivered through each of the project components. This will enable the Client to focus on incorporating stakeholders' input, serving as a liaison to all levels of government, and managing the flow of funding in a transparent and proactive manner.

The PMNC will:

- (i) Define all stakeholders for their investment region with the assistance of Client
- (ii) Develop and implement a stakeholder management and coordination strategy
- (iii) Initiate contact with all government and non-governmental entities that form part of the Client
- (iv) Coordinate with the regulatory agencies and other stakeholders that have an interest or are participants in the Programme for the provision of any required permits
 - (i) Prepare engagement strategies with private sector providers

5.4.12 Communications

As the authority charged with overseeing the corridor, the Client will likely maintain responsibility for the public-facing communications responsibilities. However, to facilitate

the Client's effective management of its communications Programme, the PMNC will develop a Programme Communication Plan which addresses the following elements:

- (i) Procedures and flow charts, that detail the Programme participants, including but not limited to Client, PMNC, contractors, suppliers and other stakeholders
- (ii) Delivery / distribution of different forms of information / communications to relevant appropriate stakeholders
- (iii) Contractual and functional communication requirements and ensuring that Client is always included in all communication between the PMNC and the Programme participants and all other entities relating to the Programme
- (iv) For each of the participants identified, the PMNC, working with Client public relations department, shall identify appropriate stages of the Programme in which public involvement and meetings would be appropriate, and in conjunction with Client assist in developing appropriate materials
- (v) Provide Client with prompt responses to public queries and comments on the Programme when required
- (vi) Schedule status review meetings at all levels (Client, Contractors, Government, and State Agencies)
- (vii) Documentation of all meetings and decisions
- (viii) Central management, control and communication of all relevant Programme documentation

5.4.13 Delivery Systems

- (i) The Delivery Systems functions define the manner in which the overarching delivery systems strategy and plan will be prepared, consistent with Client's vision and governances for executing the work. The strategy and plan must align with the overall Programme strategy and provide the critical delivery systems objectives and the corresponding framework for why, how, when, and by whom the Delivery Systems area

will be managed within the Programme. The delivery systems functional area is composed of the following:

- (ii) Planning
- (iii) Site control/mapping
- (iv) Design and Programme management
- (v) Permissions and approvals
- (vi) Procurement & supply chain management
- (vii) Site logistics
- (viii) Construction management
- (ix) Commissioning
- (x) Activation
- (xi) Operations and maintenance

5.4.14 Planning

- (i) The PMNC will review the Development Plan for DPIA Investment Region and provide input in the following key areas and as part of the validation study:
 - (ii) Land use and mix
 - (iii) Transportation
 - (iv) Density planning
 - (v) Project phasing
 - (vi) Utility capacity such as for water and waste water facilities
 - (vii) Water, waste and power strategy and planning incorporating sustainability and smart city concepts
- (viii) Operations and Maintenance
 - a) The PMNC, working with the Client and its various consultants will develop a definitive project phasing plan for Phase 1 while the same time ensuring that future phases of the Industrial Area are coordinated with the long term intent. In performing the planning task, PMNC will:
 - b) Develop/Review detailed zonal plans of the approved Development Plan for Project Area and the applicable town planning scheme in coordination with Client, state level

- agencies and other stakeholders (including any consultants appointed by Client or state agencies on aspects related to the project)
- c) Review rules and regulations for implementation of the Development Plan
- d) Prepare the project phasing plan and assist the Client to obtain approvals from Government Agencies / Implementation Authority and / or other relevant authorities both at the central and state level
- e) Coordinate relevant activities including environmental clearances for implementation of Development Plan projects

5.4.15 Site Control / Mapping

- (i) This function describes and guides the activities needed to measure and communicate spatial data in relation to the Earth's surface, and relate it to Programme site(s). The PMNC will coordinate with consultants appointed by Client or State Government agencies for the demarcation of the land based on the actual land availability. If required, the PMNC may also assist Client in hiring specialty surveyors. The fee for 3rd party surveyors will be borne by the Client. Under the guidance and oversight of the PMNC, the surveyor will:
 - (ii) Provide a system to coordinate site control and mapping information across the entire scope and lifecycle of the Programme.
 - (iii) Provide the standards, means and methods for site control and mapping to ensure consistency among the projects
 - (iv) Identify stakeholder requirements: internal, external, short-term, long-term, each having different requirements on level of accuracy and data content for their specific purpose (planning and studies vs. construction)
 - (v) Devise and maintain a horizontal and vertical control system required to construct and minimize the possibility of positional errors. Determine GPS survey control (primary, secondary, and tertiary) network availability, digital terrain model, topographic survey, 3-dimensional modelling needs
 - (vi) Determine the appropriate techniques, equipment and materials which are capable of achieving the accuracies and standards required and which correspond with current best practices to be used
 - (vii) Additional data types may need to be collected and thus coordinated and planned carefully, i.e., aerial photography, hydro graphic survey, field survey, planimetric control, permanent ground markers to name a few. Consider how this information will be communicated and distributed and what existing information might be affected

5.4.16 Design and Programme Management

A primary focus for the PMNC will be the establishment, integration, and assurance of program wide design principles and standards to drive quality and development success.

- (i) Design Standards
The PMNC shall create a set of design guidelines and standards that will form a coherent brand and identity for the Client. These guidelines and standards will establish not only

the quality of the Client proposition but create buying opportunities through driving value in supply chain and procurement activities through advance and bulk purchasing

(ii) Design & Programme Oversight

The PMNC will be responsible for:

- a) Preparation of detailed project briefs and managing the appointment of appropriate consultants, with the approval of Client for pre-feasibility / feasibility studies / engineering studies.
- b) Preparation of design briefs for landscape consultants
- c) Preparation of design briefs for EPC / Design Build contractors or concessionaires
- d) Preparation of design brief for all ICT related projects
- e) Ensuring that the ICT related functional specifications are incorporated in the design briefs for identified services
- f) Review and update of design basis, criteria and standards to fit Programme requirements and concepts
- g) Reviewing the constructability of the proposed designs
- h) Reviewing the constructability and value engineering ideas put forward in order to accomplish time or cost savings
- i) Ensuring that all value engineering efforts consider the impact on ICT and ICT-enabled services in order to be in alignment with the Smart DPIA Investment Region vision
- j) Carry out reviews where dictated by process or regulatory requirements subject to the approval of the Client.
- k) Proof checking of the designs of structures
- l) If required the PMNC shall get engineering designs checked and approved from agencies such as IIT Mumbai if requested by AITL / MIDC . The expenditure related to this shall be reimbursed to the PMNC by the Client.
- m) Provide design coordination between project related consultants, state government agencies, and all relevant stakeholders involved in the Programme
- n) Coordinate design and design issues between contractors at interface points to ensure alignment of systems and schedules
- o) Oversee the work of all bidders, contractors, vendors, suppliers and assist in coordination and conflict resolution
- p) Monitor the design schedule and manage any changes or delays
- q) Initiate and conduct all design value engineering workshops throughout the design process
- r) Implement a “Gate Review Process” to ensure control of quality, cost, and schedule

- s) Ensure minimum cost and time overrun to the project

5.4.17 Permissions and Approvals

Environmental and other regulatory approvals will form a critical part of this development. The PMNC will:

- (i) Ensure that the process for obtaining the approvals and schedule is well defined including approvals from appropriate regulatory agencies
- (ii) Ensure that the schedule appropriately reflects the progress possible with the available land and also considers an appropriate timeframe for acquisition of the balance of land and the construction work on it
- (iii) Overall responsibility for preparing background information and approvals process
- (iv) Provide regular updates to Client with respect to adherence to all applicable approvals and clearances and alerting Client with respect to any renewals and approvals required.

In the technical proposal, the PMNC should provide a tentative list of up to top 10 most important approvals and authorizations needed to implement the projects. Client intends to use this list to alert the various agencies and get their initial support and buy-in.

5.4.18 Procurement and Supply Chain Management

The PMNC will:

- a) Develop a procurement strategy that incorporates the procurement elements of all projects within the Programme. The strategy must provide a holistic framework and mechanism for the management of all procurement elements including but not limited to labour, materials, supply, centralised bulk procurement, logistics, lead times, and risks
- b) Set a strategic procurement plan for all project related consultants, bidders, contractors, suppliers, and operators and manage the procurement timetable to ensure timely appointment of third party entities on the Programme
- c) Develop an appropriate packaging strategy for the roll out of the Programme and each of its projects
- d) Setup the contract strategy and structure and procurement options and recommend any options that minimise Programme and project level risks and provide the greatest likelihood of implementation success. Special consideration shall be given to the concept of project risk associated with the various methods under consideration.
- e) Establish an approach that: provides certainty of delivery and cost efficiencies, recognises the scope maturity, ensures compliance with appropriate authorities,

attracts early engagement from the supply chain, and achieves economies of scale through global bulk procurement

(ii) Supply Chain Management
The PMNC will:

- a) Undertake a supply chain analysis and recommendation by incorporating input from PMs, bidders, contractors and suppliers
- b) Meet the project related consultants, bidders, contractors, suppliers and supervision bidders, established within the local market to discuss potential issues, conflicts or problems, capacity, shortage of materials, resources and labour that may be faced in meeting DMIC milestones
- c) Using the Master Programme schedule, forecast the level of activities expected to be delivered by PMs, bidders, contractors and suppliers; analyse the direct impact on the supply chain locally and internationally on raw and construction materials and equipment. Assess potential strains and/or bottlenecks that the high level of activity might put on the local capacity in India for labour, material, equipment and other resources that might be needed to complete the Programme
- d) Following the strategic supply chain study, analyse the Programme Master Schedule and recommend phasing, sequential roll-out or other mitigation tools in a manner to ease the pressure on the local supply chain and avoid delays, interruptions and/or inflationary pressures on the economic system in the country. Outcomes might include recommendations for standardisation and manufacturing, either locally or internationally, of certain elements or items to ensure timely supply and to reduce risks of overpricing and/or shortfall in supply.
- e) In conjunction with relevant authorities/bodies, develop strategic sourcing solutions and value buying aiming at increasing procurement synergies between the different projects within the Programme to reduce overall time and/or cost

(iii) Tendering Administration

The PMNC will:

- a) Develop Programme-wide tender evaluation and selection criteria
- b) Create, administer or assist as required in the tendering and contract negotiations/award for the contracts required for the successful delivery and operation of the Program
- c) Create, review, monitor, evaluate and report on the procurement and tendering packages
- d) For each project, oversee the development of the activities undertaken by the PM that are associated with the preparation of all invitation to tender packages as may be

- required during the project implementation from expression of interest to tender and tender bulletins
- e) Ensure record keeping of pre-tender and post-tender meetings
- f) Review the submitted tenders and undertake technical and commercial evaluations when required
- g) Participate and assist Client in the negotiation and contract finalisation up to award. This includes assistance in evaluation committee meetings, negotiations and oversight, review, and assistance in the preparation of the agreements between Client and the awarded third party
- h) Keep Client fully informed of any issues, which may have a contractual, cost or time implication
- i) Perform tendering, evaluation and selection of the Master Systems Integration (MSI) as outlined in the ICT Master Plan

5.4.19 Site Logistics

The PMNC will:

- (i) Develop, review and update a global logistics plan that will consolidate the Programme infrastructure logistics plans
- (ii) Analyse the local and regional conditions to determine supply and demand requirements given the schedule and mix of projects, materials and equipment, staff and specialty contractors. Provide recommendations to offset any issues identified
- (iii) Develop, review and update traffic and construction access management plans as soon as the intended locations and routings are defined
- (iv) Jointly with the procurement schedule and the PMs/ Client determine individual integrated logistics plans for each of the projects, including lay down space, storage areas for equipment and materials, access and haul routes, borrow pits, excess material and waste

disposal, fabrication yards, personnel access and parking, all should be addressed and resolved before tendering

5.4.20 Construction Management

- (i) The PMNC will be responsible for all activities related to construction management, construction monitoring and role of Independent Engineer for the various projects in DPIA. This shall include but not be limited to the following activities:
- Overall supervision and monitoring of construction of identified infrastructure components by contractors
 - Management of site infrastructure
 - Work scope coordination
 - Workforce management
 - Document management practices
 - Schedule and progress management
 - Material management process
 - Financial management
- (ii) Review and recommend for approval, the comprehensive Programme provided by the appointed contractors for the specific infrastructure project, for acceptance tests, which meets the provisions under applicable contracts, in all respects, but not limited to specified technical and performance requirements. . The system of test checks for the Requests for Inspection issued by the Contractor(s) will be specified by the PMNC.
- (iii) The PMNC shall be responsible for the complete administration and management of the construction contracts and coordination with other contracting agencies, State Government and Central Government agencies, local authorities etc
- (iv) Responsible for ensuring quality control of works at the various project sites. In addition, the PMNC shall provide regular reports, as per schedules agreed with AITL. The contents of the reports shall include maintaining necessary site records with data in support of the same, details of field tests on materials and structures, obtaining necessary approvals thereon and maintaining adequate records, certifications of bills for payments to contractors including recommendation of extension applications, extra items, variation statements, quality control checks for final bills etc in the formats agreed with AITL.
- (v) Monitor and review of construction progress and the development generally and reporting to Client on a monthly basis including monthly progress reports. The monthly progress reports shall include but not be limited to, review of submissions by contractors, technical memoranda, details of meetings and decisions taken, detailed compliance reports for

each activity, status of clearances, progress schedule, reason for any delays along with any recommendations etc.

- (vi) Guide and coordinating the contractor's performance in the discharge of their duties and obligations as required by the terms of the works contracts
- (vii) Carry out the role of an Independent Engineer including
- review of design documents
 - monitoring site availability , land acquisitions and permits
 - review of construction Programme
 - control of construction quality
 - determine extensions of time / compensation / relief from penalties
 - Assessing achievement of satisfactory delivery milestones by contractors, completion of all testing & commissioning tests for various works and issue completion certificates as required
 - Review contractor progress, identify risks to completion within agreed timelines and suggest mitigation measures
 - Certify final amounts due under the construction contracts
 - Review as-built drawings, other technical and design information and completion records
 - Auditing operations and maintenance
- a) Provide advice, as may be necessary, in respect of any steps which are prudent to be taken in relation to the main contractor and contractors; and take such action as Client may direct
- b) Where required by Client, review and integrate with the work of the contractors, any work forming part of the development to be executed by other party consultants and entities
- c) Review the flow of information during the progress of the projects and require that the consultants check and approve in a timely manner all drawings, documents and information submitted by contractors under the works contracts
- d) Make recommendations in respect of any actions to be taken in relation to such processes
- e) Provide such information as Client may require in connection with proposed modifications or revisions
- f) Review the procedures proposed by the consultants for issuing sectional and practical completion certificates under the works contracts

- g) Co-ordinate the consultants in undertaking defects inspections in connection with the completion of defective and/or outstanding items
 - h) Monitor and approve testing and deployment of proof of concepts/ early-bird projects.
 - i) The PMNC shall collect and deliver to AITL, any specific written warranties or guarantees given by others, including all required trade contractor guarantees and warranties.
 - j) Overall responsibility for coordination between various state and central agencies including assistance to Client for obtaining permissions required for construction
- (viii) Statutory Requirements
- a) Ensure that statutory undertakers provide all necessary services in a timely manner and take all reasonable steps to mitigate the effects of any non-performance of the statutory undertakers and keep Client advised of such steps
- (ix) Quality Assurance
- a) Review of Good for Construction drawings provided by contractors before construction and recommendations on the same.
 - b) Review with the consultants and main contractors, the establishment and enforcement by the main contractors of suitable safety, quality assurance and industrial relations policies for the specific site and where applicable ensure compliance with industry's standards, processes and procedures
 - c) Oversee the work of independent 3rd party reviewers with respect to value engineering and quality control checks at various milestones. The PMNC shall be overall responsible for overseeing the work and informing AITL in a timely and appropriate manner regarding progress and any issues encountered.
- (x) Budget
- a) Review technical and commercial proposal of the consultants and help the client in the deciding the budgets for the same.
- (xi) Site attendance and meetings
- a) Ensure that the Construction management/Independent Engineers are managing the resident site staff to provide inspections of the contractor's works on site
 - b) Ensure that the Construction management/Independent Engineers are attending site progress meetings and ensuring that representatives of the Client are invited to the

- same; arranging for the preparation and circulation of minutes of such meetings, as appropriate
 - c) Manage the consultants and the main contractor in resolving any specific queries and disputes on the site
 - d) Ensure that consultants make visits, as necessary, to the premises of the contractors and their sub-contractors and suppliers in order to review progress and quality of goods being manufactured off-site
- (xii) Alignment with Programme
- a) Review progress against the Programme for the development and taking steps to avoid or reduce any delay to any Programme for the development
 - b) Payment certificates
 - c) The PMNC shall examine and certify the release of payments to the contractors / consultants in accordance with the provisions of the respective contracts executed with the contractors / consultants, the work carried out and actual verification of the bills / invoices and will recommend the same to Client for release of payments. The payments to the respective contractors / consultants will be released by Client based on the recommendation of the PMNC.

5.4.21 Commissioning

- (i) The PMNC will:
- (ii) Manage the testing and commissioning process
- (iii) Assist the client who will manage the statutory approvals
- (iv) Manage the implementation by the consultants and contractors of any handover regime agreed with incoming operators
- (v) Prepare and manage the preliminary and final punch lists
- (vi) Oversee issuing of the preliminary / substantial completion certificates and the final certificate of completion (taking over certificate)
- (vii) Get prepared the maintenance manuals for all the buildings and services related to the infrastructure components. The PMNC shall also prepare appropriate procedures for rectification of defects during the defect liability period and for final inspections for the works at the end of the defect liability period. The PMNC shall be responsible for the management, compilation and delivery to Client of the Operations & Maintenance (O&M) Manuals, in the agreed format.
- (viii) Preparation and delivery to the Client, as-built drawings, in the agreed formats. The PMNC shall approve the "As Built "drawings prepared by the Contractor(s), at an appropriate scale, indicating the details of the buildings, structures and services, duly authenticated, and submit 8 sets of built / completion drawings to AITL, including the originals of the completed drawings. The PMNC shall also get the contractors to submit two sets of soft

copies of all the built / completion drawings and two sets of drawings on reproducible paper for the works executed to AITL.

- (ix) Handover the commissioned assets to AITL or property manager assigned by Client, along with the necessary documentation, in pre-determined phases and also promptly attend to any defects / deficiencies noticed in the completed works within the scope of work of execution, by the above referred agency taking over the commissioned assets , without any demur.
- (x) Monitor and manage the consultants and contractors to ensure that defects are addressed diligently before handover and during the defects liability period (12 months).
- (xi) Carry out verification by taking and recording joint measurements of the final bills to be submitted by the Contractor(s), process, certify and recommend as per the terms and conditions for release of final payments by AITL. The PMNC shall also attend to observations / queries raised while processing the same for payments by AITL.

5.4.22 Activation

- (i) The PMNC will develop and implement an Activation Plan which is a comprehensive process that engages complete stakeholder collaboration seeking to confirm that all building or infrastructure systems and business processes are in sufficient working order and understood to satisfy the Client's expectations upon start-up and beyond. Distinct from project testing and commissioning, activation is the process of moving from the construction phase to operation of a facility. The activation process provides the forum for issues such as project complexity, multiple stakeholders, and constant construction / start-up / O&M coordination efforts to be addressed in an organized setting. PMNC will manage the Activation Process which includes:
 - (ii) Development and Implementation of an Activation Plan
 - (iii) Identifying and tracking potential delays that may impact startup or opening and develop contingency plans
 - (iv) Monitor progress of the project activation

5.4.23 Operation and Maintenance

- (i) The PMNC will assist in the development and implementation of an Urban Services Operations and Management model that will provide the Client with the most efficient, effective and economical means of providing required services to their citizens and businesses, as well as to best protect and maintain the assets. The PMNC shall be responsible for providing Client, the Operation & Maintenance (O&M) manuals for all the assets developed during the Programme. The PMNC shall also develop a detailed Asset Management Strategy applicable for a period of 5-10 years for all the assets developed during the Programme.
- (ii) The PMNC will assist the Client in designing governance architecture by bringing in lessons learned from best practices from around the world (e.g., city governance under

the municipality act versus done privately, city to be headed by a private vs government professional city manager etc).

- (iii) PMNC is expected to ensure that the Urban Services Operations and Management model incorporates the most efficient methodology to offer and manage ICT and ICT-enabled services in line with smart city best practices.

5.4.24 Technology Management

- (i) The PMNC will:
- (ii) Establish technology innovations and integration initiatives into all aspects of the Client development from cradle and throughout each development phase and utilities to capture current, pending, and future technology-related innovations that will meet objectives of the Programme. Technologies should be scalable and transferrable and should be economic viable at the time of implementation
- (iii) Work with the Client & other consultants engaged by Client in implementing its vision by allowing for technology and ICT innovations to be incorporated into the new “smart city”

5.4.25 Contract Management

- (i) The PMNC will manage and coordinate all delivery related Contracts for DPIA Investment Region on behalf of Client. In this role, the PMNC will:
- (ii) Coordinate contract dispute resolution
- (iii) Perform overall assessment and reporting of Programme Anticipated Final Cost (AFC)
- (iv) Manage authority delegations and reporting
- (v) Provide contractual and commercial advice and support project managers
- (vi) Manage compliance with contract administration standards, procedures and tools
- (vii) Contract management will be fundamental to the management of the Programme. The PMNC will:
- (viii) Develop the appropriate mix of contract packages for each type of contract/project/facility.
- (ix) Evaluate contract packaging against the capacity and capabilities of the potential contractors as well as any special contract requirements that might dictate recommendations to modify contracts.
- (x) Develop the procurement and contracting strategy for the delivery of the various projects within the Programme.
- (xi) The PMNC shall undertake contract administration and management for all project related consultants, bidders, contractors and suppliers at Programme level on behalf of Client;
- (xii) The contract management system shall give visibility to the management in the following areas: changes, invoicing, claims, valuations and payments, notices, early warnings,

- approvals, compliances, breaches, terminations, extensions, entitlements, disputes and reconciliations, insurances, warranties, collaterals, securities and bonds;
- (xiii) Alert the Client of any actual, perceived or expected departure from contractual requirements and prepare analysis of potential issues, resolution options and related recommendations;
 - (xiv) Assess any potential changes or change requests in terms of their impact on the contract, impact on the Programme, and any potential contract variations required;
 - (xv) Monitor Programme schedules and plans for compliance with the contract, and advise on the impact of any non-compliance;
 - (xvi) Proactively supervise all aspects of project contracts within the program including, but not limited to: monitoring contract compliance, terms and conditions, supervising and reviewing overall performance of service level agreements, managing receipt and documentation of change requests and coordinate the review process by appropriate program stakeholders, ensure that contract related changes / variations are communicated to appropriate stakeholders, delivery of contract deliverables, payment procedures and management reporting (look at options to break this up);
 - (xvii) Develop a claims management process that includes evaluation of responsibility, impact, and costs and includes a dispute resolution process;
 - (xviii) Create documentation that may be required for claims defence;
 - (xix) Set construction contract terms and conditions, to ensure that the contractors' understanding is in line with Client's vision and objectives;
 - (xx) Review and evaluate regularly the status of all existing bidders and construction contracts;
 - (xxi) Perform reviews of the PMs, bidders, contractors and suppliers deliverables to ensure contract compliance and performance.

5.4.26 Finance and Investment Management

- (i) Finance Management
 - a) The PMNC will:
 - b) Develop and implement adequate processes for financial management of the Programme. This includes but is not limited to: cost estimating and cost control processes, payment approval processes, preparation and presentation of the

- Programme's budgets, and the supervision of data gathering and financial planning work associated with the Programme
- c) Create a costing structure that is compatible with the existing Client's system (if any) in order to allocate the cost of each element of the Programme and its projects
 - d) Monitor and control of the Programme/project cash flow periodically (monthly, quarterly and yearly)
 - e) Develop a code of accounting based on the WBS for each individual project
 - f) Ensure that the system shall take into consideration Client corporate requirements and shall be able to accept inputs from varieties of sources.
 - g) Develop a system capable of providing commitments, expenditures, and forecasts reporting
 - h) Manage the final account process, retention and advance payment recoupment, repayments, deductions, write-offs and keep track of any all variations.
 - i) Receive and review invoices for completeness and accuracy. Following the review, process invoices for PMs, bidders, contractors, suppliers, and vendors and submit monthly together with the progress reporting data used in the budget control activities described above
 - j) Evaluate and forward all documents to Client together with a written recommendation for payment processing in accordance with Client internal processes
 - k) Prepare and submit monthly financial reports in a format to be agreed with Client together with all supporting documentation
 - l) Establish an experienced and thorough commercial group to assess invoices and variations
 - m) Integrate the financial MIS developed with the Client MIS
- (ii) City financing strategy including city financial model
- a) The PMNC will develop:
 - b) Detailed financial model to project the following components of the city financials over the specified duration e.g. 10 to 50 years (overall city as well as by asset class): GDP, job creation, tax revenues, capital expenditure, investment mix- private vs. public / equity vs. debt, yearly cash flows etc.
 - c) Land monetization strategy based on population/demographic growth forecast, including optimal real estate asset class (e.g., mass v/s premium, residential vs.

- commercial), FSI/zoning norms, auctioning strategy and sequencing strategy for monetizing land parcels to maximize recovery
 - d) Overall guidelines to help client identify potential sources of finance through identification of the types of investors, typical characteristics, preferences and risk return profiles
 - e) Identify attractive financial instruments (e.g., equity bonds, refinancing options) and risk mitigation mechanisms (credit guarantees, debt underpinning, performance guarantees) to improve the overall risk-return profile of each asset class
- (iii) Public Private Partnership (PPP) Management
- a) The PMNC will:
 - b) Develop and implement a strategy and plan for obtaining and managing Public Private Partnerships for the Programme.
 - c) The PMNC will investigate the statutory, legal and financial aspects of the PPP delivery models available in India and develop screening and comparative financial models to assess the feasibility of delivering the base infrastructure projects using the PPP delivery approach. The PPP analysis must incorporate input for the key stakeholders

- e.g. AITL, DMICDC, Government of India/Government of Maharashtra, Planning commission etc
- d) For PPP projects being implemented by other agencies in Maharashtra which have an impact on the DPIA Investment Region implementation, the PMNC will provide coordination and technical support
- e) PMNC will assist the Client and PPP transaction advisory consultants in preparing PPP pitch documents for attracting investors / operators and conducting investor outreach and communications
- f) Shall assist Client in the tendering and selection of specialized PPP consultants, if required for transaction advisory and structuring
- g) The PMNC will monitor and manage the work of the third party PPP consultants so as to ensure seamless execution

5.4.27 Human Resources and Organizational Development

(i) Resource Management

- a) The PMNC will:
- b) Develop and implement a Programme Resourcing Strategy to ensure that the PMNC will maintain the appropriate level of resources and skill sets throughout the life of the contract
- c) Monitor that Contractors have adequate resource plans in place
- d) Monitor and regularly report on changes in work load caused by contract modifications, change in scope, or scheduling issues – both from the PMNC and the contractors
- e) Ensure the resources, including subject matter experts to undertake short term technical reviews and other scheduled tasks are available to meet the PMNC needs

(ii) Organizational development

- a) The PMNC will:
- b) Monitor the development and implementation of any plans to address changes required to the PMNC organization resulting from the delivery of the Programme
- c) Ensure that any significant development of new business processes and procedures is adequately documented as part of the overall design process and ensure these are developed as part of a coherent and agreed Business Architecture
- d) Monitor the development of any related policy changes, procedures, forms, staffing, job descriptions, remuneration, organizational structure and responsibilities, training,

checklists, development of new metrics / KPIS, customer services and implementation support

5.4.28 Information Technology (IT) Management

This function includes Programme, project and information management tools and applications for the PMNC to monitor and assess progress and deliverables with respect to project planning and scheduling, risk management, resource management, procurement and contract management, administration, and management reporting functions. Information management systems e.g. servers, software, licenses etc will be provided and hosted by the PMNC subject to the approval of Client/State Nodal Agency as applicable. The assets procured shall be owned and registered in the name of Client/State Nodal Agency as applicable.

- a) The PMNC will:
- b) Develop a detailed IT implementation schedule for the web based Management Information System (MIS) proposed for the Programme, along with a description of any requirements for IT hardware & software proposed to be procured. This would be finalised based on the approval of Client as applicable.
- c) Develop and implement a web based MIS (including a dash board) for the Programme and manage the system operation, including software licenses and hardware maintenance
- d) Ensure that the information is kept up to date and knowledge is transmitted to the Programme team and to Client, State Nodal Agency, PMs, bidders, contractors, suppliers and stakeholders in a timely fashion using the web based tools
- e) Develop and implement a MIS which will provide accurate and timely reports to Client/ in electronic and hard copy format
- f) In consultation with Client, implement a suitable web based Programme management information system (PMIS) and dashboard that will function as a platform for communications / collaboration, document storage and distribution, reporting, contract and Programme management. The platform will be accessed and used by AITL, its consultants, PMs, stakeholders, bidders, suppliers and contractors. The software,

servers and database shall be provided by the PMNC and can be located in the consultant's home office or the field PMO

- g) The PMNC shall use the "provisional amounts shown in Form 4D (out of pocket expenses) for hardware (e.g. servers) and software (e.g. scheduling, cost management, document management software licenses)
- h) The PMNC shall use the "provisional" amounts shown in Form 4D for web hosting charges and software license costs for up to 20 users
- i) Train Client/ State Nodal Agency staff in the utilization of the web based system and ensure knowledge transfer across the teams on a continuous basis

5.4.29 Programme Administration

- a) The PMNC will:
 - (ii) Monitor contractor progress on projects within the Programme
 - (iii) Implement a process improvement Programme
 - (iv) Provide and manage professional resources and support services
 - a) These services include:
 - b) Provide staff to perform regular project management functions of the projects
 - c) Define, build and implement project management practices and support expansion and development of new project management practices.
 - d) Implement project management practices including processes, tools and templates for Project Mobilization, Status Reporting, Issue Management, Risk Management, Quality Management, Project Planning, Meeting Management, Project Closeout and Lessons Learned
 - e) Build and support a website for the New City in conjunction with the overall Client website
 - f) Maintain and provide documents for an internal Client website focused on project management manuals that define project management processes, standards,

- procedures, roles and responsibilities, tools, templates, and processes, and project information related to PMNC projects
- g) Conduct weekly project management support meeting with contractors' project managers focused on supporting the project management practices and the completion of the weekly status report
- h) Maintain project plans for each project
- i) Provide support and training in PMO processes, procedures, tools and templates to Client/ State Nodal Agency staff
- j) Arrange and facilitate periodic coordination and review meetings with contractors and generate acceptance checklists
- k) Oversee the implementation and completion of each stage and the successful achievement of project milestones
- l) Provide consulting services in special technology areas as necessary and requested

5.4.30 Programme Assurance Functions

- (i) The Programme Assurance Functions include quality, health and safety, sustainability and environment, and security.

5.4.31 Quality Assurance

- a) The PMNC will:
 - (ii) Establish the quality control frameworks and develop templates along with measures for ensuring quality control compliance
 - (iii) Establish a quality control plan and development Programme
 - (iv) Establish the quality assurance and control issues recorded
 - (v) Establish the quality assurance inspection Programme
 - (vi) Oversee and manage the independent 3rd party consultants used for quality checks and value engineering

5.4.32 Health and Safety

- a) The PMNC will:
 - (ii) Develop a Programme-wide strategic health and safety plan, as well as requirements for project-specific plans, to enable the standardization of health and safety practices and results across the Programme
 - (iii) Develop plans for the communication of requirements and assessment of performance against these
 - (iv) Develop and deliver basic and specified health and safety training across the Programme

- (v) Implement a Programme to monitor and evaluate health and safety practices and performance, set a schedule for review and improvement of practices, and work with the Client to determine an appropriate schedule to report on Programme-wide performance

5.4.33 Sustainability and Environment

- (i) The PMNC will:
- (ii) Develop and implement a framework that enables the Programme to define its sustainability and environment goals and strategy, as well as Programme- and project-level approaches and performance criteria to reach these goals
- (iii) Monitor progress against these goals both at the project and Programme levels, and to communicate these results to the Client

5.4.34 Security

- (i) The PMNC will develop and implement a risk/threat assessment process and security / asset protection strategy, processes, and plan which includes:
 - a) Crisis management response
 - b) Business continuity
 - c) Employee protection
 - d) Information security
 - e) Programme office
 - f) Facilities and job-site security

5.4.35 Capacity Building / Knowledge Management

- (i) The PMNC will:
- (ii) Develop a Capacity Building strategy in conjunction with the Client that will anticipate employment needs during Programme implementation phase and when DPIA Investment Region city services are established.
- (iii) If required, the PMNC will identify gaps in the skills or capacity of the local staff, and work with government and private sector partners to respond to evolving employment needs

- by developing capacity and implementing specific training required to facilitate successful delivery
- (iv) Identifying opportunities to develop local companies, build partnerships with community organizations and stakeholders to successfully transition to a comprehensive service delivery organisation
 - (v) Develop and implement a training Programme for Client personnel to continue to support the Programme-delivered capability after the contract period, and how they propose to ensure an effective handover of such activities
 - (vi) Develop and maintain a “lessons learned” (knowledge management) system that will be used in implementing future city Programmes

SECTION 6 : STANDARD FORMS OF CONTRACT

CONTRACT FOR CONSULTANCY SERVICES

between

[Name of Client]

and

[Name of Consultants]

Dated: _____

I. FORM OF CONTRACT

II. COVER AGREEMENT

PROGRAMME MANAGER FOR NEW CITIES BEING DEVELOPED UNDER DELHI-MUMBAI INDUSTRIAL CORRIDOR (DMIC) PROJECT

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

Aurangabad Industrial Township Limited (a company incorporated under the Companies Act, 1956(2013), having its registered office at Udyog Sarathi, MIDC Office, Marol Industrial Area, Andheri (East), Mumbai, Maharashtra, India – 400093, 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

²{[●] (a [company] incorporated under [●], having its registered office at [●], hereinafter referred to as the “**Consultant**”, which expression unless repugnant to the context or meaning thereof shall include its successors and permitted assigns).}³

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

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

[ABC] and [XYZ] are hereinafter collectively referred to as “**Consultant**”, which expression shall, unless repugnant to the context or meaning thereof, include the successors and permitted assigns of the Members.⁴

WHEREAS

- (A) The Government of India (“**Gol**”) has envisaged the development of the Delhi Mumbai Industrial Corridor (“**DMIC**”) along the alignment of the proposed multi-modal high axle load Dedicated Freight Corridor between Delhi and Mumbai covering an overall length of 1,483 km. Aurangabad Industrial Township limited., a special purpose company, was incorporated by Maharashtra Industrial Development Corporation (MIDC) and Delhi Mumbai Industrial Corridor Development Corporation Limited to establish, promote and facilitate the development of the DMIC.

² **Note: In this draft, provisions which have been indicated in curly brackets may need to be retained / omitted in the contract depending on whether the Consultant is a single entity or joint venture consortium.**

³ **Note: This shall be applicable in case the Consultant is a sole entity.**

⁴ **Note: This shall be applicable in case the Consultant is a joint venture consortium.**

- (B) The Client had issued a letter of invitation to interested Applicants, a copy of which is annexed as Appendix G, and called for Proposals, vide its Request for Proposal dated [●] (“**Request for Qualification – cum - Request for Proposal**” or “**RFQ – cum - RFP**”), for the appointment of a Programme Manager for New Cities (“**PMNC**”) for the {*Dighi Port Industrial area Project Name*} under the DMIC project in accordance with the terms specified in the Request for Proposal;
- (C) The Consultant, {which is a joint venture consortium comprising of (i) _____, (ii) _____, and (iii) _____)} had submitted a financial and technical proposal for the Project in accordance with the RFQ – cum - RFP and has represented to the Client that it possesses the required professional skills, personnel and technical resources to provide the consulting services as specified in the RFQ – cum - RFP;
- (D) After the evaluation of the proposals submitted by the bidders, the Client shortlisted the proposal submitted by the Consultant. Thereafter, the Client and the Consultant participated in negotiations pursuant to which the Consultant was issued a letter of acceptance, a copy of which annexed hereto;
- (E) The Consultant has proposed to the Client to render certain consulting services and the Client has agreed to avail of such services from the Consultant, in accordance with the terms and conditions specified in this Contract.

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

1. **CONTRACT**

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

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

- APPENDIX A:** Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,
- APPENDIX B:** Key Professional and Additional Personnel, minimum qualification requirements of Key Professional and Additional Personnel.
- APPENDIX C:** Approach and methodology
- APPENDIX D:** Duties of the Client.
- APPENDIX E:** Monthly Rates, Yearly Fee Ceilings, Yearly Contract Value Ceilings, Contract Fee Ceiling, Contract Value Ceiling and maximum out of pocket expenses.
- APPENDIX F:** Copy of RFQ – cum - RFP, technical proposal submitted by the Consultant, and the financial proposal as submitted by the Consultant and as amended pursuant to the post bid negotiations.
- APPENDIX G:** Copy of letter of invitation.
- APPENDIX H:** Copy of letter of acceptance.
- APPENDIX I:** Format of bank guarantee for Performance Security.
- APPENDIX J:** Work Order for the First Year, Task assignment, work Programme, milestones, payment schedule, manning schedule and schedule for submission of various deliverables.
- APPENDIX K:** Indexation mechanism.
- APPENDIX L:** Approved Sub-consultants for the First Year.

2. RIGHTS AND OBLIGATIONS

- 2.1 The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract; in particular:
- 2.2 The Consultant shall carry out the Services in accordance with the provisions of the Contract including without limitation, the terms of reference annexed herewith and in the manner set out in Approach and Methodology (Appendix C) submitted by the consultant along with the Proposal;

- 2.3 The Client shall be responsible to comply with its obligations set forth in Appendix D and make payments to the Consultant based on the monthly rates for the Consultant's Key Professional and the Additional Personnel as set forth in Appendix E hereof and in accordance with the provisions of this Contract.
- 2.4 The Consultant shall plan, monitor and control all aspects of the Project to achieve on-schedule delivery of the Project, in compliance with the quality standards specified by the Client for the various components of the Project, within the estimated budget. Without prejudice to the generality of the foregoing, the Consultant shall:
- (i) perform the Services as detailed in the TOR and each Work Order and Supplementary Work Order, including any services that are reasonably inferable there from in accordance with Good Design, Engineering and Construction Practices;
 - (ii) be responsible for the planning, integration and administration of the Project;
 - (iii) coordinate and manage works related to the Project;
 - (iv) monitor the progress of various components of the Project and the performance of the contractors, other consultants, design professionals and other entities involved in execution of the Project;
 - (v) prepare the preliminary design for the trunk infrastructure and the ECC envisaged
 - (vi) identify risks, problems and issues related to the Project and escalate them as appropriate;
 - (vii) coordinate and liaison with the contractors, other consultants and other entities involved in the development of the Project;
 - (viii) ensure effective communication between the various entities involved in the execution of the Project, governmental authorities and other stakeholders;
 - (ix) arrange meetings with various entities, in consultation with the Client and maintain records of the proceedings;
 - (x) manage resources made available for the Project; and
 - (xi) maintain relevant documentation related to the Project.

3. PRIORITY OF DOCUMENTS

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

- (i) The Cover Agreement will override all provisions of other documents comprising the Contract.
- (ii) the provisions of the SCC shall be subject to the Cover Agreement, but shall override all provisions of other documents comprising this Contract;

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

4. WORK ORDERS

- 4.1 The first Work Order to be undertaken by the Key Professional and to be completed within one (1) year of the Effective Date is set forth in Appendix J hereto. In the event the Client exercises its option to extend the term of this Contract beyond the First Year or any Subsequent Year (as the case may be) in accordance with Clause 2.3 of the SCC, the Client shall, in consultation with the Consultant, issue specific Work Orders in respect of each such Subsequent Year, which shall be subject to the terms and conditions of this Contract.
- 4.2 The Work Orders shall contain detailed provisions regarding the scope of Services, staffing level (including the Key Professional and Additional Personnel expected to be deployed for performance of the Services), quantum of work required from the Key Professional and the Additional Personnel, a list of approved sub-consultants (based on the list of proposed sub-consultants provided by the Consultant), deliverables and the milestones in respect of each deliverable under such Work Order, schedule for submission of deliverables, payment schedule, Work Order Value and other such issues in respect of the Services to be performed by the Consultant. Subject to adjustment of the rates, the maximum OPE and Contract Fee Ceiling in accordance with the provisions of this Contract, the sum of the aggregate fees payable to the Consultant and the aggregate reimbursable OPE in respect of all Work Orders and Supplementary Work Orders issued during the term of this Contract shall not exceed the Contract Value Ceiling as set forth in Appendix E.
- 4.3 The Yearly Fee Ceilings, Yearly Contract Value Ceilings for the First Year and for each Subsequent Year and the Contract Fee Ceiling are as set forth in Appendix E. The deliverables, the monthly milestones in respect of each deliverable and the maximum fee payable in respect of each milestone of every deliverable (as a percentage of the Work Order Value) for the Services to be performed in the First Year is as set forth in Appendix J and Clause 6.6 of the SCC. The Parties agree that, except for the Yearly Fee Ceiling for the First Year which shall not be subject to change except as expressly provided in this Contract, the Yearly Fee Ceiling for any Subsequent Year may be subject to a proportionate increase or decrease at the time of issuance of a Work Order in the event the Client increases or reduces the level of deployment as set forth in the RFQ - cum - RFP.
- 4.4 In respect of each Subsequent Year, the Client shall at least sixty (60) days prior to the commencement of each Subsequent Year, consult with the Consultant on the level of deployment and effort of the Key Professional and Additional Personnel, as applicable, required by the Consultant in respect of each deliverable under the Work Order to be issued by the Client for the immediately Subsequent Year and the division of such man-months between the Key Professional and the Additional Personnel. The Client shall also consult with the Consultant regarding identification of the milestones in respect of each deliverable

under a Work Order and the maximum fee payable in respect of a milestone of every deliverable to be specified in the Work Order.

- 4.5 The Consultant shall, no later than Forty Five (45) days prior to each Subsequent Year, also provide to the Client a list of sub-consultants (together with details of the experience of such proposed sub-consultants) that it proposes to engage in relation to the Services to be rendered in such Subsequent Year and also such other details as may be sought by the Client.
- 4.6 The Consultant agrees and acknowledges that it would be obliged to effect the Services set out in any Work Order even if it disputes the quantum of work required from the Key Professional and the Additional Personnel, milestones identified or any other particulars as set forth therein. Pending resolution of such dispute in accordance with Clause 5 of the Cover Agreement, the Client will pay for the milestones achieved under such Work Order as per the terms thereof.

5. GOVERNING LAW, DISPUTE RESOLUTION

- 5.1 This Contract shall be governed by and be construed and interpreted in accordance with Indian law and subject to Clause 5.2 below, the courts of New Delhi, India shall have exclusive jurisdiction over all matters arising out of or relating to this Contract.
- 5.2 If any dispute or difference of any kind whatsoever arises between the Parties in connection with or arising out of or relating to or under this Contract, including disputes related to its validity, interpretation, breach or termination (“**Dispute**”), the Parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the Party raising the Dispute notifies the same to the other Party, either Party may refer such Dispute for arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the Parties; {provided that in case the Consultant is a joint venture consortium, the arbitrator agreed between the Member in Charge and the Client shall be deemed to have been appointed by the Member in Charge on behalf of all the Members}. In case of failure of the Parties to mutually agree on a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each of the Client and the Consultant shall appoint one arbitrator {(in case the Consultant is a joint venture consortium, the arbitrator designated by the Member in Charge shall be deemed to have been jointly appointed by all Members)} 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 Parties shall use their reasonable efforts to facilitate the conduct of the arbitration proceedings in an expeditious manner and the award rendered by the arbitral tribunal shall be final and binding on the Parties. In case of a sole arbitrator, the costs and expenses of the sole arbitrator shall be shared equally between the Parties and in case the arbitral panel consists of three arbitrators, each Party shall bear the cost of the arbitrator appointed by it and the costs of the third/presiding arbitrator shall be shared equally between the Parties, provided that the arbitral tribunal shall have the power to make an order in respect of costs. The Parties agree that nothing contained herein shall restrict or

impair the power of the arbitral panel to make an award in respect of the costs and expenses of the arbitral proceedings and the apportionment thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF AITL

BY AUTHORISED REPRESENTATIVE

Name:

Designation:

FOR AND ON BEHALF OF
[CONSULTANT]⁵

BY AUTHORISED REPRESENTATIVE

Name:

Designation

Witness

Signature:

Name:

Address:

⁵ **Note: In case the Consultant is a consortium/unincorporated joint venture, each of the Members to execute the Contract.**

III. GENERAL CONDITIONS (GC) OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) **“Additional Personnel”** means personnel other than the Key Professional engaged by the Consultant in respect of the Services, in accordance with the terms of this Contract;
- (b) **“Applicable Law”** means all applicable laws of India , including statutes, bye-laws, rules, regulations, notifications, circulars, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, made pursuant thereto, all applicable schemes, guidelines, administrative and departmental regulations of governmental authorities having authority or jurisdiction in relation to the Project or any part thereof or having authority or jurisdiction in relation to the performance or discharge of the respective rights and obligations of the Parties hereunder, all judgments, decrees, injunctions and orders of any court or tribunal of competent jurisdiction and any other instruments having the force of law in the India as they may be issued and in force from time to time;
- (c) **“Affiliate”** means, with respect to any Party, any other entity that, directly or indirectly: (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and “Control” with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than fifty percent (50%); and the terms “Controlling” and “Controlled by” shall be construed

accordingly. {Further, if the Consultant is a joint venture consortium, any reference to an Affiliate of the Consultant shall be deemed to include an Affiliate of any of its Members.

- (d) **“Client”** has the meaning ascribed thereto in the description of Parties in the Cover Agreement.
- (e) **“Conflict of Interest”** has the meaning set forth in Clause 3.2.1 of the GCC;
- (f) **“Consultant”** has the meaning ascribed thereto in the description of Parties in the Cover Agreement.
- (g) **“Contract”** has the meaning ascribed thereto in Clause 1 of the Cover Agreement;
- (h) **“Contract Fee Ceiling”** means the aggregate of the Yearly Fee Ceilings, as specified in Appendix E;
- (i) **“Contract Value Ceiling”** means the sum of the Contract Fee Ceiling and the maximum aggregate OPE (for a three (3) year term) that may be claimed by the Consultant under this Contract;
- (j) **“First Year”** has the meaning ascribed thereto in Clause 2.3 of the SCC;
- (k) **“Key Professional”** means the eight (8) member Programme management office Personnel specified in Appendix B;
- (l) **“GC”** or **“GCC”** means the General Conditions of Contract;
- (m) **“Good Design, Engineering and Construction Practices”** means the most relevant international practices, methods, standards with respect to the planning, design, construction, commissioning, testing, operating, maintenance and repair of works with characteristics comparable to those of the Project, taking into account factors including the location of the Project, and without prejudice to the foregoing, shall include the performance of the Services:
 - (i) in a sound and workmanlike manner, with reasonable skill, care and diligence and applying generally accepted engineering, construction and management practices and procedures and in accordance with Applicable Laws and applicable codes and standards;
 - (ii) in an expeditious manner and without unnecessary or unreasonable delay; and
 - (iii) using appropriate internationally accepted standards in respect of consultancy and workmanship applicable to Programme management services for works having characteristics comparable to those of the Project;
- (n) **“Government”** means the Government of Client’s country;
- (o) **“Local Currency”** means the currency of the Government;
- (p) **“Member”**, means any of the joint venture consortium members, and **“Members”** means all of the joint venture consortium members;

- (q) **“Member in Charge”** means the joint venture consortium member designated as the Member In Charge or the Lead Member during the selection process pursuant to the RFQ - cum - RFP who shall be authorised and entitled to act on behalf of each of the Members comprising the Consultant in respect of their rights and remedies under this Contract;
- (r) **“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 on the Consultant.
- (s) **“OPE” means out of pocket** expenses;
- (t) **“Party”** means the Client or the Consultant, as the case may be, and Parties means both of them;
- (u) **“Performance Security”** means the irrevocable and unconditional bank guarantee provided by the Consultant from a Scheduled Indian Bank as guarantee for the performance of its obligations in respect of this Contract, in the form set out in Appendix I (Part A) and in accordance with the provisions of the Clause _____ of SCC. For the purpose of clarity, Scheduled Indian Bank shall mean State Bank of India and its Associates, Nationalised Banks, Other Public Sector Banks and Private Sector Banks as prescribed in the Second Schedule to the RBI Act, 1934.
- (v) **“Personnel”** means persons engaged by any of the Members of the Consultant or by any Sub-consultant and assigned to the performance of the Services or any part thereof; provided always that Personnel constituting the Key Professional shall be employees of the Consultant {(or in case the Consultant is a joint venture consortium, employees of any of the Members)};
- (w) **“Project”** means {*Project Name* } *Dighi Port Industrial Area*, as a part of the Delhi-Mumbai Industrial Corridor Project;
- (x) **“SC”** or **“SCC”** means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
- (y) **“Services”** means the work to be performed by the Consultant under this Contract; and
- (z) **“State Government”** means the government of the State in which the Project is located;
- (aa) **“Sub-consultant”** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 3.4 of the GCC;
- (bb) **“Subsequent Year”** has the meaning ascribed thereto in Clause 2.3 of the SCC;
- (cc) **“Supplementary Work Order”** has the meaning ascribed thereto in Clause 5.5.1 of the GCC;
- (dd) **“Taxes”** means all taxes, duties, levies, cess, imposts, surcharge, assessments, fees, charges and other impositions as may be levied under the Applicable Law;

- (ee) **“Work Order”** means a work order in respect of the Services to be rendered in the First Year or any Subsequent Year, as the case may be, issued by the Client, in consultation with the Consultant, detailing the scope of Services to be performed by the Consultant, the deliverables, the milestones pertaining to each deliverable and other details as required under this Contract;
- (ff) **“Work Order Value”** means, in respect of a Work Order or a Supplementary Work Order, as the case may be, an amount equal to the aggregate of the fees payable in respect of the deliverables under such Work Order or Supplementary Work Order, as applicable;
- (gg) **“Yearly Contract Value Ceiling”**, in respect of the First Year and each Subsequent Year, means the sum of the Yearly Fee Ceiling for the First Year or Subsequent Year, as the case may be, and the maximum aggregate OPE that may be claimed by the Consultant under this Contract for the First Year or Subsequent Year, as the case may be;
- (hh) **“Yearly Fee Ceiling”** means the fee ceilings specified in respect of the First Year and each Subsequent Year in Appendix E.

1.2 Language

This Contract has been executed in the language specified in the SC, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.3 Location

The Services shall be performed at such locations as are specified in the RfQ - cum - RfP, this Contract or a Work Order or Supplementary Work Order and, where the location of a particular task is not so specified, at such locations, whether in Country or elsewhere, as may be required by the Client.

1.4 Authorized Representatives

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

obligations or responsibilities under this Contract or waive any failure or breach on the part of the Consultant.

1.5 Taxes and Duties

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

1.5.2 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, 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:

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

1.6 Interpretation.

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

1.6.1 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.

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

1.6.3 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.

1.6.4 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;

- 1.6.5** the words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to this Contract as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed ejusdem generis with any foregoing words;
- 1.6.6** in the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract;
- 1.6.7** any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done;
- 1.6.8** the rule of interpretation which requires that a contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract;
- 1.6.9** References to a person (or to a word importing a person) shall be construed so as to include:
- (i) 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);
 - (ii) That person's successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
 - (iii) References to a person's representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.
- 1.6.10** reference to a "day" shall mean a calendar day
- 1.6.11** Reference to a provision of the GCC shall be a reference to such provision as may be amended or supplemented by the SCC.
- 1.7 Joint and Several Liability; Collective Action by Members**
- 1.7.1** In the event the Consultant is a 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.
- 1.7.2** 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:

- (i) 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;
- (ii) 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. In exceptional circumstances and at Clients sole discretion, AITL at time of the contract can directly pay the Consortium Partners/Sub-contractors if the Member in Charge fails to disburse payment to its Consortium Partners/Sub – contractors.
- (iii) any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to Clause 1.4 of the GCC) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Members.

1.8 Amendment. Modification

- 1.8.1** Modification of the terms and conditions of this Contract, including any modification of the rates or Yearly Fee Ceilings or the Contract Fee Ceiling stipulated hereunder, may only be made by written agreement between the Parties.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

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

damages amounts specified herein are a genuine pre-estimate as of the date hereof of damages likely to be incurred.

2.3 Expiration of Contract

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

2.4 Force Majeure

2.4.1 Definition

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

obligations hereunder; but shall not include the following circumstances, except to the extent that they are consequences of an event of Force Majeure:

- (a) unavailability of Personnel or unavailability, late delivery, or changes in cost of any material, equipment, services, technology, software required for the performance of the Services;
- (b) insufficiency of finances or funds, financial insolvency, financial distress or this Contract becoming onerous to perform;
- (c) failure to comply with any Applicable Law; or
- (d) any delay or default of any Sub-consultants or Personnel..

2.4.2 No Breach of Contract

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

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

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

2.4.3 Extension of Time

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

shall be entitled to an extension of time for such period as may be determined by the Client in consultation with the Consultant.

2.4.4 Payments

2.4.4.1 During the period of existence of an event of Force Majeure, to the extent the Consultant is unable to perform any Services as a result of such event of Force Majeure, the Consultant shall not be entitled to continue to be paid under the terms of this Contract or to be reimbursed for any costs incurred by it during such period (except to the extent such costs relate to that part of the Services that the Consultant continues to perform in accordance with the provisions of this Contract), provided that the Consultant shall be paid reasonable and properly incurred expenses in demobilising and reactivating the Services after the end of such period.

2.4.4.2 In the event of force majeure affecting the Project, the Consultant and the Client shall discuss and mutually agree on adjustments, if any, that may be required to the scope, level or schedule of the Services provided by the Consultant and the remuneration payable to the Consultant and any such mutually agreed changes shall be given effect by issuance of a Supplementary Work Order by the Client.

2.5 Termination

2.5.1 By the Client

The Client may terminate the Agreement if:

- (i) the Consultant becomes insolvent or bankrupt or is unable to pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for the benefit of its creditors;
- (ii) any meeting is convened for consideration of a resolution for, or a resolution is passed for the voluntary winding up of the Consultant, or if the Consultant commences a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary proceeding under any such law, or consents to the appointment or taking possession by a receiver, liquidator, assignee (or similar official) for any part of its property;
- (iii) an involuntary proceeding against the Consultant has been commenced under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect, or in any case, proceeding or other action for the appointment of a receiver, liquidator, assignee (or similar official) for any part of its property, or for the winding up or liquidation of its affairs, or other action has been presented to a court or other governmental authority, and such proceedings are not dismissed, withdrawn or stayed within sixty (60) days of such commencement;
- (iv) a Material Adverse Effect occurs;
- (v) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 5 of the Cover Agreement;

- (vi) the Consultant submits to the Client a false statement which affects the rights, obligations or interests of the Client;
- (vii) any document, information, data or statement submitted by the Consultant in its proposal in response to the RfQ - cum - RfP, based on which the Consultant was considered eligible or successful is found to be false, incorrect or misleading; or any representation or warranty of the Consultant set forth in this Contract is found to be false, incorrect or misleading;
- (viii) there is a breach of the Consultant's obligations under Clause 3.2 of the GCC;
- (ix) the Consultant repudiates or abandons this Contract or otherwise takes any action or evidences or conveys an intention not to be bound by this Contract;
- (x) the aggregate liquidated damages payable by the Consultant under Clause 8 of the GCC exceed the ceiling specified thereunder;
- (xi)
- (xii) there is any other breach of the Consultant of the provisions of this Contract or if the Consultant does not remedy a failure in the performance of its obligations under the Contract to the satisfaction of the Client, within a period of sixty (60) days or such longer period as the Client may have subsequently approved in writing;
- (xiii) {there is any change in the structure or composition of the joint venture consortium constituting the Consultant, including the Member in Charge ceasing to act as such;}
- (xiv) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services to be performed under a Work Order or a Supplementary Work Order, as the case may be, for a continuous period of more than one hundred and twenty (120) days or an aggregate period exceeding one hundred and fifty (150) days in the First Year or in any Subsequent Year (in case the term of this Contract is extended by the Client); or
- (xv) the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

{The Members constituting the Consultant further agree and acknowledge that the occurrence of the events listed in this Clause 2.5.1 in respect of any Member shall be deemed to be occurrence of such event in respect of all the Members and the Consultant

and the Client shall have the right to terminate this Contract in accordance with the provisions hereof.}

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

2.5.2 By the Consultant

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

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

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

2.5.3 Cessation of Services

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

2.5.4 Payment upon Termination

- (i) Upon termination of this Contract pursuant to Clauses 2.5.1 (other than Clauses (xiv) and (xv)), the Client shall pay to the Consultant (subject to set-off in respect of any sums due from the Consultant to the Client, including any liquidated damages payable under this Clause 2.5.4 and / or under Clause 8 of the GCC), remuneration pursuant to Clause 6 of the GCC for deliverables satisfactorily completed prior to the effective date of termination and in respect of such Services, reimbursable expenditures actually incurred prior to the effective date of termination. "For the

avoidance for doubt, it is clarified that termination of this Contract pursuant to Clauses 2.5.1 (other than Clauses 2.5.1 (xiv) and (xv)), the Consultant shall be entitled to remuneration only in respect of deliverables and/or milestones that have been satisfactorily completed and shall, notwithstanding the provisions of Clause 6.1.3 of the GCC, not be entitled to claim any remuneration or reimbursement of OPE in respect of any milestones/deliverables that have not been satisfactorily completed.”

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

procurement process of the Client issued during a period of two (2) years from the date of notification of blacklisting.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant shall perform the 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 Consultant 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.

3.2 Conflict of Interest

3.2.1 Any breach of an obligation under Clause 3.2 shall constitute a conflict of interest ("**Conflict of Interest**"). The Consultant shall comply and shall ensure the Sub-consultants and Affiliates of the foregoing comply with the provisions of Clause 3.2 and any breach of such an obligation shall constitute an event of default by the Consultant for the purposes of this Contract. The Consultant shall promptly disclose any Conflict of Interest to the 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.

For the purposes of this Contract, "**Selection Process**" shall mean the selection process adopted by the Client for the short-listing of applicants, evaluation of proposals (comprising the financial and technical proposals) of applicants, negotiations with Successful Applicants, and all other acts incidental thereto (including without limitation the expression of interest stage, Request for Proposal Stage, negotiation stage, etc) prior to the execution of this Contract for selecting the bidder for appointment as the PMNC.

3.2.2 Consultant Not to Benefit from Commissions, Discounts, etc

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

3.2.3 Consultant and Affiliates Not to Engage in Certain Activities

The Consultant agrees, and shall procure that the Sub-consultants agree, that, during the term of the Contract and for a period of two (2) years after the termination or expiry of this Contract, the Consultant shall not and shall ensure that the Affiliates of any of the Members, its Sub-consultants and any Affiliates of the Sub-consultants, do not provide goods, works, services, loans, capital or equity (other than the Services and any continuation thereof) for any project or works resulting from or closely related to the Services; provided that the

foregoing restriction shall not be applicable to any Programme management/consultancy/advisory services provided to the Client in continuation of the Services hereunder or to any subsequent Programme management/consultancy/advisory services provided to the Client in accordance with the rules, guidelines, policies of the Client. Further, the Consultant shall during the course of performance of the Services and for a period of two (2) years after the expiry or termination of this Contract, ensure that there is no conflict of interest with that of the Project or the Client and to this end not enter into any arrangements (formal or informal) or undertake activities such that its interests conflict with any of its obligations under the Contract or are prejudicial to the interests of the Project or of the Client.

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

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

3.2.4 **Prohibition of Conflicting Activities**

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

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

3.2.5 The Consultant shall, and shall ensure that the Sub-consultant and Affiliate of the foregoing and Personnel, observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice or act or omit to act in a manner prejudicial to the interests of the Client or the Project during the Selection Process or while performing its obligations (collectively, "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Contract, the Client shall be entitled to terminate the Contract forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant or the Sub-consultants or Affiliates of the foregoing or Personnel, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Contract (including in course of performance under or pursuant to this Contract). In such an event, the Client shall forfeit and appropriate the Performance

Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Client towards, *inter alia*, time, cost and effort of the Client, without prejudice to the Client's any other rights or remedy hereunder or in law.

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

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “**corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning this Contract, or any official of the Government or the State Government before or after the execution thereof (including in course of performance under or pursuant to this Contract), at any time prior to the expiry of one (1) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of this Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or this Contract, who at any time

has been or is a legal, financial or technical adviser to the Client in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Client under or pursuant to the Contract;
- (d) **“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 the process of selection of persons for the execution of various components of the Project; or (ii) offering or attempting to offer to any third person any material or other benefit which such person is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Selection Process or during the execution of this Contract; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among the persons who have bid or proposed to submit bids in response to the RfQ - cum - RfP with the objective of restricting or manipulating a full and fair competition in the Selection Process

3.2.8 For the purposes of Clause 3.2, where the Consultant is a joint venture consortium of Members, the reference to an Affiliate of Consultant shall be deemed to mean an Affiliate of any of the Members.

3.3. Confidentiality

3.3.1. The Consultant shall not and shall ensure that the Sub-consultants, Affiliates of the Consultant and the Sub-consultants and Personnel do not, without the prior written consent of the Client, disclose, divulge, furnish or make known or accessible to, or use for the benefit of, anyone other than the Parties hereto, the contents of this Contract, any Work Orders or Supplementary Work Orders, any proprietary or confidential information relating to the Project, the Services, any information which may come to the Consultant’s knowledge in the course of negotiations or otherwise concerning this Contract and/or the Project (including but not limited to any information provided by or pertaining to other entities involved in the Project, such as other consultants, contractors etc.) or the commercial or financial arrangements or affairs of the Client (collectively, **“Information”**); provided, however, that the Consultant may disclose Information to its Personnel and the officers, employees of the Consultant and/or its Affiliates (the Consultant’s **“Representatives”**) who have a legitimate need to know the Information for the performance of Services. The Consultant shall be responsible for informing its Representatives of the confidentiality requirements imposed by this Contract and shall be responsible for any breach of the terms and conditions hereof by its Representatives. Further, the Consultant agrees and acknowledges that monetary damages would not be an adequate compensation for the Client in the event the Consultant breaches its confidentiality obligations under this Contract and the Parties agree that in the event of a breach or threatened breach of confidentiality,

the Client shall, at its option, also be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach.

- 3.3.2. The restrictions imposed by Clause 3.3.1 shall not apply to the disclosure of any Information by the Consultant: (i) which is now or hereafter comes into the public domain otherwise than as a result of a breach of an undertaking of confidentiality; (ii) was in the possession of the Consultant or its Representatives on a non-confidential basis at the time of its disclosure under this Contract; (iii) becomes lawfully available to the Consultant or its Representatives on a non-confidential basis from any source, except the Client and its Affiliates (the “**Disclosing Party**”), provided that such source was not bound by an obligation of confidentiality to the Disclosing Party or any other person with respect to such information; (iv) that is independently developed by the Consultant without reference to Information provided by the Disclosing Party; (v) that is disclosed to the legal advisers, auditors and other professional advisers of the Consultant, provided such persons are under an obligation to maintain confidentiality of such information; (vi) that is required to be disclosed by the Consultant pursuant to Applicable Laws; provided that the Consultant shall furnish only that portion of the Information which it is advised by its counsel is legally required to be disclosed and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such Information to the extent reasonably requested by the Disclosing Party; or (vii) that is approved for disclosure or release by written authorization of the Disclosing Party.
- 3.3.3. The confidentiality obligations under this Contract shall survive for a period of two (2) years after the expiration or termination of this Contract or for a period of four (4) years from the date of the latest of the disclosures made under or in relation to this Contract, whichever is later.

3.4. Consultant’s Actions Requiring Client’s Prior Approval

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

responsible for all payments to the Sub-Consultants and the Client shall not, in any manner whatsoever, be liable for any sums payable to the Sub-Consultants.

- 3.4.2. The Consultant agrees that the aggregate value of all sub-contracts with Sub-consultants in respect of the Services under a Work Order or a Supplementary Work Order shall not exceed twenty percent (20%) of the Work Order Value. The Client will be provided by the Consultant with particulars (name, financial & technical background, sub-consultancy fee) of the sub-consultant.
- 3.4.3. The Consultant shall obtain the Client's prior approval in writing (such approval not to be unreasonably withheld or delayed) for any other action that may be specified in the SCC.

3.5. Reporting Obligations

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

3.6. Documents Prepared by the Consultant to be the Property of the Client

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

existing intellectual property to the Client for the Project; provided that in respect of licenses in respect of any off-the-shelf software, the Consultant shall be required to provide, at no additional cost to the Client, licenses during the term of this Contract, however, after expiry or termination of this Contract, licenses in respect of off-the-shelf software shall be procured at the Client's cost. For the avoidance of doubt, the Consultant agrees and acknowledges that the Client shall be entitled, without requiring the Consultant's consent, to (i) use or permit the use by any other entity involved in the implementation of the Project of any materials licensed to the Client by the Consultant; and (ii) assign the license granted by the Consultant, or any part thereof, to the [State SPV/City SPV/Nodal SPV] or by any other entity involved in the implementation of the Project.

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

3.7. Liability of the Consultant

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

3.8. Insurance to be taken out by the Consultant

The Consultant shall, within a period of thirty (30) days from the Effective Date, take out and maintain, and shall cause any Sub-consultants to take out and maintain, at the Consultant own cost (or the Sub-consultants' own cost, as the case may be) but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SCC. 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, from time to time, evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. If the Consultant or any Sub-consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client shall apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such

premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Client. The insurance policies so procured shall mention the Client as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company in this regard.

3.9. Accounts and Audit

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

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Contract, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- (b) permit the Client or any person designated by the Client to periodically, and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.10. Clarification and/or Interpretation of Reports

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

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

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

Consultant shall forthwith, and in any event, within a period of seven (7) days from the date of such request by the Client, provide such information and/or documents to the Client.

4.2 Removal and / or Replacement of Personnel

4.2.1 DELETED

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

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

4.3 Personnel of Consultant

4.3.1 All Personnel of Consultant and Sub-consultants who participate in the performance of the Services shall, for all purposes, be considered employees/personnel of the Consultant. The Consultant shall pay and shall ensure that all Sub-consultants pay remuneration and benefits of such employees and withhold all Taxes in accordance with all Applicable Laws. The Consultant hereby acknowledges and agrees that the Client shall not in any manner whatsoever be liable for any labour claim or dispute that may be raised by any Personnel. The Consultant shall indemnify the Client, its Affiliates and officers, directors, shareholders, agents of the foregoing against any claims,

actions, liabilities, costs and expenses (including, without limitation, legal fees) in relation to or arising out of claims by any Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

- (i) obtaining work permits and such other documents as shall be necessary to enable the Consultant, Sub-consultants or Personnel to perform the Services. The Client shall assist the Consultant in procuring necessary entry and exit visas, residence permits, exchange permits and any other documents required for stay in India of the Personnel and, if appropriate, their eligible dependents;
- (ii) arranging for prompt clearance through customs of any property reasonably required for the Services. For the avoidance of doubt, the Parties agree that any import duties and other costs and expenses in respect of such materials shall be borne solely by the Consultant and the Client shall in no manner be responsible for the same;
- (iii) arranging for the issuance to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

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

5.2 Access to Land

The Client shall, as required from time to time, upon reasonable prior notice and subject to the Personnel complying with all reasonable safety precautions applicable to any site(s), procure that the Consultant has free of charge, unimpeded access to those areas in the Dighi Port

Industrial Area (DPIA) in respect of which access is required for the performance of the Services.

5.3 Information and approvals

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

5.4 Payments

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

5.5 Supplementary Work Orders

- 5.5.1 The Client may, from time to time, in consultation with the Consultant, issue a supplementary work order (“**Supplementary Work Order**”) requiring the Consultant to perform the work set out thereunder. The Client shall consult with the Consultant on the level of effort of the Key Professional and Additional Personnel, as applicable, required by the Consultant in respect of each deliverable under the Supplementary Work Order proposed to be issued by the Client and the division of such man-months or part thereof between the Key Professional and the Additional Personnel. The Client shall also consult with the Consultant regarding identification of the milestones in respect of each deliverable under such proposed Supplementary Work Order and the maximum fee payable in respect of each milestone of every deliverable to be specified in the Supplementary Work Order. Each Supplementary Work Order shall contain detailed provisions regarding the scope of Services, staffing level, quantum of work required from the Key Professional and the Additional Personnel, deliverables and the milestones in respect of each deliverable under such Supplementary Work Order, schedule for submission of deliverables, the maximum fees payable in respect of each

- milestone, Work Order Value and other such issues in respect of the Services to be performed by the Consultant.
- 5.5.2 The Consultant agrees and acknowledges that it would be obliged to effect the work set prescribed in any Supplementary Work Order even if it disputes the quantum of work required from the Key Professional and the Additional Personnel or any other aspects set forth therein. Pending resolution of such dispute in accordance with Clause 5 of the Cover Agreement, the Client will pay for the milestones achieved under such Supplementary Work Order as per the terms thereof in the manner specified under this Contract.
- 5.5.3 In the event that the Yearly Fee Ceiling is increased pursuant to the issuance of any Supplementary Work Order, the Performance Security shall be increased in a proportionate manner and the Consultant shall submit additional bank guarantees as Performance Security for such amount.
- 5.5.4 Without prejudice to Clause 5.5.1, the Client may by way of issuance of a Supplementary Work Order reduce or modify the scope of work set out in an already issued Work Order; provided that any reduction in the scope of work set forth in an already issued Work Order shall not exceed twenty percent (20%) of the Work Order Value of the relevant Work Order. Such Supplementary Work Order shall contain detailed provisions regarding the impact of such variation on the scope of Services, staffing level, quantum of work required from the Key Professional and the Additional Personnel, deliverables and the milestones in respect of each deliverable under such Work Order, schedule for submission of deliverables, payment schedule, Work Order Value and other such issues in respect of the Services to be performed by the Consultant under such previously issued Work Order.
- 5.5.5 The Consultant agrees and acknowledges that a Supplementary Work Order issued under Clause 5.5.4 shall be binding on it and it shall be required to perform the Services under the previously issued Work Order as it stands varied by such Supplementary Work Order even it disputes the effect of such variation on the quantum of work required from the Key Professional and the Additional Personnel as set forth in such previously issued Work Order. Pending resolution of such dispute in accordance with Clause 5 of

- the Cover Agreement, the Client will pay as per the terms of such Work Order as varied by the Supplementary Work Order.
- 5.5.6 In the event any deliverable set forth in a Supplementary Work Order is one which was required to be performed in a latter Subsequent Year, the Yearly Fee Ceiling for such latter Subsequent Year shall stand reduced to the extent of the sum payable under such Supplementary Work Order.
- 5.5.7 The Consultant agrees and acknowledges that any correction/re-performance/ performance of defective or omitted Services or any services required in view of default of the Consultant or any detailing of the Services which is required to be done in accordance with Good Design, Engineering and Construction Practices and Applicable Laws and in order to ensure that the Project meets the requirements of this Contract and functions in accordance with its intended purpose would be deemed to form part of the Services and not constitute a variation of the scope of Services.

5.6 Change in Applicable Law

If, after three (3) days prior to date of submission of the bid in response to the RFQ - cum - RFP, there is any change in the Applicable Law with respect to Taxes which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Yearly Fee Ceilings, Contract Fee Ceiling, Yearly Contract Value Ceiling, Contract Value Ceiling, maximum OPE that may be claimed by the Consultant, as applicable. The Parties agree and acknowledge that for the purposes of this Clause 5.6, Taxes shall mean only such Taxes payable in respect of the performance of the Services under this Contract and would exclude

any taxes, imposts or levies, payable on income or profession by the Consultant, the Sub-consultants or Personnel or for which any of them is obliged to account.

6. PAYMENTS TO THE CONSULTANT

6.1 Payment Terms

6.1.1 In consideration of the Services to be provided by the Consultant under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided in this Contract.

6.1.2 The Consultant shall be entitled to raise an invoice on a monthly basis in respect of Services performed in the previous calendar month. Each invoice shall stipulate the completed milestones, satisfactory completion of which shall have been certified by AITL prior to the thirtieth (30th) day of the previous month. For the avoidance of doubt, it is hereby clarified that (i) notwithstanding such certification of satisfactory completion by the AITL, the Client shall be entitled to verify such satisfactory completion and (ii) in the event the AITL fails to provide such certification in respect of the Services performed during a month prior to the thirtieth (30th) of the succeeding month, the Client shall be entitled to make payment of all undisputed sums to the Consultant. The invoice shall be submitted in three (3) copies, accompanied by the following documents :

- (a) if not previously submitted, the progress report for the immediately preceding month;
- (b) evidence of certification of the milestones by the AITL;
- (c) in case of reimbursement of out of pocket (direct) expenses, with supporting documents;
- (d) details of deployment of Personnel (including time-sheets and attendance records) and supporting documents. The Consultant shall provide timesheets which shall, for each Personnel, demarcate the man-months or part thereof spent by such Personnel on each milestone (including details of whether the Services performed relate to milestones due for completion in the month for which the invoice is raised or whether such Services relate to pending milestones, location of the Personnel during performance of the specific services).

6.1.3 The sum payable to the Consultant under each monthly invoice shall consist of two parts, the fees and reimbursable OPE and such sum shall be determined as follows;

- (a) in the event the milestone scheduled for completion in the calendar month for which the invoice has been raised has been satisfactorily completed, the fees payable to the Consultant shall be equal to the lower of (i) fees payable based on actual deployment of the Key Professional and Additional Personnel for the Services to complete such milestone, as calculated in accordance with Clause 6.1.4; and (ii) maximum fee payable in respect of such milestone as specified in the applicable Work Order or Supplementary Work Order, as the case may be. For the avoidance of doubt it is hereby clarified that at the time of raising invoices, the Consultant shall take into account the variations to the quoted personnel rates for the Key Professional and the Additional Personnel as envisaged in Clause 6.1.6 of the GCC;

(b) in case the milestone that was due for completion in the calendar month for which the invoice has been raised (as per the schedule provided in the Work Order or the Supplementary Work Order, as the case may be), has not been completed (either on account of reasons attributable to the Consultant or otherwise), the fees payable to the Consultant shall be sixty percent (60%) of the lower of:

- (i) the fees payable based on actual deployment of the Key Professional and Additional Personnel for the Services performed in relation to such milestone, as calculated in accordance with Clause 6.1.4; or
- (ii) the percentage of the maximum fee payable for the relevant milestone (as specified in the Work Order or the Supplementary Work Order, as applicable).

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

(A) the lower of (i) fees payable based on actual deployment of the Key Professional and Additional Personnel for the Services to complete such milestone, as calculated in accordance with Clause 6.1.4; and (ii) maximum fee payable in respect of such milestone as specified in the applicable Work Order or Supplementary Work Order, as the case may be;

less

(B) the fees already paid to the Consultant in respect of such milestone under previous monthly invoices.

Further, the Consultant agrees and acknowledges that the provisions of this sub-clause (b) of Clause 6.1.3 shall be without prejudice to the Client's right to levy liquidated damages for delay and/or terminate this Contract;

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

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

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

$$M = \text{TTS} \div (8 \times 22)$$

where:

M denotes man-months; and

TTS denotes the total time spent in hours during the period for which the invoice is raised;

provided however where $M > 1$, M shall be deemed to be equal to 1.

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

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

- 6.1.5 Unless the Client shall have a raised a dispute in respect of any amounts claimed under an invoice, it shall be required to make payment in respect thereof within sixty (60) days of having received the invoice complete in all particulars with relevant supporting documents
- 6.1.6 The quoted monthly rates for the Key Professional and the Additional Personnel set forth in Appendix E shall be subjected to variation on account of (i) Clause **Error! Reference source not found.**; and (ii) the annual adjustments on the 1st day of every calendar year based on the indexation mechanism set forth in Appendix K, provided however that, the benefit of indexation would not be available for any work done in respect of the deliverables beyond the due date of completion thereof, other than where such delay arises pursuant to Clauses 2.4.3, 7.1.2 and 7.2.1 of the GCC. Further, the maximum OPE set forth in Appendix E shall also be subject to annual adjustments on the 1st day of every calendar year based on the indexation mechanism set forth in Appendix K, provided that the benefit of indexation would not be available in respect of any OPE incurred in relation to Services performed in respect of the deliverables beyond the due date of completion thereof, other than where such delay arises pursuant

- to Clauses 2.4.3, 7.1.2 and 7.2.1 of the GCC. Any invoice raised by the Consultant shall take into account any variation permitted under this Clause 6.1.6.
- 6.1.7 Subject to Clause 6.3 of the GCC, the Client shall reimburse the reimbursable out of pocket (direct) expenses at actuals provided an invoice for the same is accompanied with the necessary supporting documentation.
- 6.1.8 Subject to adjustment of the rates and Yearly Fee Ceilings in accordance with Clauses 1.8, 5.5, 5.6 and 6.1.6, the Parties agree and acknowledge that at no time shall:
- (i) the fees payable pursuant to Clauses 6.1.2, 6.1.3 and 6.1.4 together exceed the Contract Fee Ceiling, or in case of fees payable in respect of a Work Order or Supplementary Work Order for the First Year or any Subsequent Year, exceed the applicable Yearly Fee Ceiling;
 - (ii) the aggregate sums (including reimbursable OPE) payable pursuant to Clauses 6.1.2 and 6.1.3 together exceed the Contract Value Ceiling, or in case of sums payable in respect of a Work Order or Supplementary Work Order for the First Year or any Subsequent Year, exceed the applicable Yearly Contract Value Ceiling.
- 6.1.9 The Parties agree and acknowledge that the Client have no obligation to make, and may withhold, any payment to the Consultant at any time when the Consultant is in material breach of any term or provision of this Contract. On the payment date next succeeding the date on which all such material breaches have been remedied, the Client shall make the payments withheld due to such breaches, less any amounts paid by or on behalf of the Client in an effort to remedy any such breaches or the costs incurred by the Client as a result thereof

6.2 Currency of Payment

The price payable in local currency i.e. Indian Rupees

6.3 Out of pocket expense

- 6.3.1 The Consultant agrees and acknowledges that it shall be entitled to reimbursement of OPE incurred in accordance with the terms of this Contract for performance of the Services (including for setting up the project management office) at actuals; provided that in no event shall the Consultant be entitled to reimbursement of sum(s) greater

than specified in Appendix E (subject to adjustment of the maximum OPE specified in Appendix E in accordance with the express provisions of this Contract).

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

7. EXTENSION OF TIME FOR PERFORMANCE; SUSPENSION BY THE CLIENT

7.1 Extension of time

- 7.1.1 The Consultant agrees and acknowledges that time shall be of the essence in the performance of its obligations under this Contract. The Consultant must commence and proceed to carry out the Services in accordance with timelines stipulated for submission of various deliverables in Appendix J and any Work Order or Supplementary Work Order with due diligence and expedition.
- 7.1.2 The time period(s) specified in Appendix J or any Work Order or Supplementary Work Order shall be extended to the extent the Consultant demonstrates to the satisfaction of the Client that the time required for completion of Services was delayed by reason of any delay which is solely attributable to a breach or default of the Client.
- 7.1.3 The Consultant shall, within seven (7) days of learning of any cause of delay specified in Clause 7.1.2 above, intimate the Client of the same with details relevant to such cause, extent and the contemplated delay upon the performance of the Services, and its plans to overcome or minimize the delay. The Parties shall mutually determine any extension of time that may be required for performance of Services affected by such breach or default of the Client. The Consultant agrees and acknowledges that any extension of time under this Clause 7.1 shall not of itself entitle the Consultant to an

adjustment of the rates, the Work Order Value, Yearly Fee Ceilings, Yearly Contract Value Ceiling, the Contract Fee Ceiling, or the Contract Value Ceiling.

7.2 Suspension

- 7.2.1 The Client may, from time to time and without assigning any reasons, by notice to the Consultant, suspend the carrying out of the Services or any part thereof and the Consultant shall, on the written order of the Client suspend the carrying out of the Services or any part thereof for such time or times and in such manner as the Client may reasonably require.
- 7.2.2 The Client may at any time following a suspension under this Clause 7.2 give notice to the Consultant to proceed with the Works which are the subject of the suspension. Upon receipt of such notice, to the extent that any remobilisation is required, the Consultant shall ensure that such remobilisation is achieved within such reasonable period as may be mutually agreed between the Parties.
- 7.2.3 Any period of suspension under Clause 7.2.1 shall not exceed forty five (45) days from the date of issue of the notice of suspension in a single instance and sixty (60) days in aggregate in a period of three hundred and sixty five (365) days and if either limit is exceeded, the Consultant may notify the Client either requiring the Client to hold discussions for mutually agreeing a schedule for resumption of Services.
- 7.2.4 Any costs reasonably incurred by the Consultant as a direct result of suspension (including any costs for demobilisation and remobilisation of Personnel) under Clause 7.2.1 shall be reimbursed by the Client to the Consultant upon receipt of an invoice therefor in respect of each month in which such costs were incurred. The Consultant shall use its best efforts to mitigate and minimise the costs and expenses it incurs as a result of such suspension.
- 7.2.5 Without prejudice its rights under Clause 2.5.1, the Client shall have the right to direct suspension of the Services or any part thereof in the event of any default or breach of any requirement of this Contract by the Consultant for such time that the Consultant continues to be in default or breach of such requirement of the Contract and in case of such suspension, the Consultant shall not be entitled to claim any costs arising out of such suspension.

8. LIQUIDATED DAMAGES

- 8.1 If the Consultant fails to complete a deliverable within the period specified in the applicable Work Order or Supplementary Work Order, except to the extent that such delay is solely on account of Force Majeure affecting the Consultant or any breach or default of the Client, the Consultant shall pay to the Client, as fixed and agreed liquidated damages, (and not as penalty) at the rate of zero decimal point five percent (0.5%) of the applicable Yearly Fee Ceiling for every week of delay in completion of such deliverable.
- 8.2 The aggregate maximum of liquidated damages payable to the Client under this Clause shall be subject to a maximum of ten percent (10%) of the Yearly Fee Ceiling for the First Year or any Subsequent Year. The Consultant acknowledges that the terms, conditions and amounts fixed pursuant to this Clause 8 for liquidated damages are reasonable,

considering the losses and costs that the Client will incur in the event of the Consultant's failure to provide each deliverable within the period specified therefore.

- 8.3 The Parties hereby agree that the liquidated damages amounts specified herein are a genuine pre-estimate as of the date hereof of damages likely to be incurred by the Client and shall be without prejudice to the Client's right to terminate this Contract under Clause 2.5.1. The Parties agree and acknowledge that liquidated damages, if any, accruing during the First Year or any Subsequent Year, shall be payable on an annual basis at the end of the First Year or the relevant Subsequent Year, as applicable (except in case of forfeiture of the Performance Security upon termination of the Contract in which event such liquidated damages for delay shall be recoverable from the termination payment, if any, payable to the Consultant). Liquidated damages shall be recovered from payments due to the Consultant and/or be paid to the Client by the Consultant within a period of thirty (30) days from the date of notification of liquidated damages payable by the Consultant.

10. REPRESENTATIONS, WARRANTIES AND DISCLAIMER

10.1 The Consultant represents and warrants to the Client that:

- (i) it is duly organised, validly existing and in good standing under the the applicable laws of its Country;
- (ii) it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby
- (iii) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;
- (iv) it has the financial standing and capacity to undertake the Project;
- (v) this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (vi) it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (vii) there are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.
- (viii) no representation or warranty by the Consultant contained herein or in any other document furnished by it to the 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

- (ix) no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the Client in connection therewith.

{In the event the Consultant is a consortium / unincorporated joint venture, each of the Members shall be deemed to have made the foregoing representations and warranties to the Client on its own behalf and on behalf of all the other Members.}

2. check clause no. MISCELLANEOUS

2.1 Assignment and Charges

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

2.2 Indemnity

- 2.2.1 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 to the extent related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations under this Contract; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) death or bodily injury to any person (including any third party attributable to any act, omission, breach, default or negligence of the

Consultant or any personnel of the Client) or loss of or damage to any property of the Client or any third party (collectively “**Indemnified Matter**”)

2.2.2 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 till the final resolution of all claims for indemnification and/or contribution.

2.2.3 The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

2.3 Waiver

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

2.4 Notices

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

2.5 Severability

2.5.1 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.

2.6 No Partnership

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

2.7 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 in the SCC.

2.8 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.

2.9 Agreement to Override Other Agreements

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

2.10 Survival

2.10.1 Clauses 3.2, 3.3, 3.9, 2.2 and any other provisions of this Contract which have been expressly stated to or which by their nature should survive the termination or expiry of this Contract, shall survive any termination or expiry of this Contract. Further, any termination or expiry of this Contract shall be without prejudice to the rights and obligations of the Parties under law or any rights accrued prior to the date of such termination or expiry.

2.11 Counterparts

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

IV. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in General Conditions of Contract
1.1(q)	The following shall be incorporated in Clause 1.1(q) of the GCC: The Member in Charge is _____
1.2	In Clause 1.2 of the GCC, the reference to “the language specified in the SCC” shall mean “English”
1.4	the following shall be the “the officials designated in the SCC”: For the Client: _____ For the Consultant: _____
1.5	The following shall be added in Clause 1.5 of the GCC: Save and except for service tax leviable under Applicable Law on the services provided by the Consultant to the Client, the rates and the Yearly Fee Ceilings and Contract Fee Ceiling set forth in this Contract includes all Taxes and all Taxes shall be to the account of and borne by the Consultant. For the avoidance of doubt, it is hereby clarified that the Client shall not be in manner responsible for any service tax liability arising in relation to the services provided by a Sub-consultant to the Consultant. Without prejudice to the above, the Consultant shall be responsible for and bear all personal income tax obligations arising with respect to the Personnel, wherever such personal income tax obligations may arise (i.e. whether in India or abroad). Further, the Consultant shall be responsible for any labour welfare taxes and dues, social security taxes, contributions to compulsory savings funds and any other contributions relating to labour welfare and social security, required to be paid pursuant to Applicable Laws in connection with the Personnel.
2.1	The Effective Date under Clause 2.1 of the GCC shall be: _____

Number of GC Clause	Amendments of, and Supplements to, Clauses in General Conditions of Contract
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2.3 The following shall be added in Clause 2.3 of the GCC:

The initial term of the Contract shall, unless terminated earlier, expire on the date that is one (1) year from the Effective Date (“**First Year**”). The Consultant agrees and acknowledges that the Client may at its sole discretion, not less than thirty (30) days prior to the end of the First Year or each Subsequent Year, as applicable, notify the Consultant of an extension of the term of this Contract in which event the term of the Contract shall be automatically extended by a further period of one (1) year, in which event the Consultant shall perform the Services at the rates stipulated hereunder and subject to the terms and conditions set forth in this Contract. Such right of automatic year by year extension at the Client’s option may be exercised not beyond an aggregate term of three (3) years (taking into account the First Year). “**Subsequent Year**” shall mean each period of one (1) year commencing from the first anniversary of the Effective Date. The Consultant agrees and acknowledges that in the event the deliverables scheduled for completion in the First Year or a Subsequent Year, as the case may be, are not completed within such year, the Client may, without prejudice to its rights and remedies under this Contract and under law, extend the period of this Contract solely with respect to such deliverables; however any such extension of this Contract in respect of any pending deliverables shall not *ipso facto* entitle the Consultant to be granted a Work Order or Supplementary Work Order in respect of any other Services. The Client may seek an extension of the term of this Contract (after expiry of a period of four (4) years from the Effective Date), and such extension shall be on such terms as may be mutually agreed between the Parties.

3.7 The following shall be added in Clause 3.7 of the GCC:

- (a) Except in case of negligence, fraud or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, the Consultant shall not be liable to the Client:
 - (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultant hereunder or the insurance proceeds available under the professional liability insurance obtained by the Consultant, whichever is higher.
- (b) This limitation of liability shall not affect the Consultant’s liability, if any, for damage to third parties (i.e. any person other than the Client or the Consultant) caused by the Consultant or any person or firm acting on behalf of the Consultant (including Sub-consultants and Personnel) in carrying out the Services, including by way of indemnity to the Client.

Number of GC Clause	Amendments of, and Supplements to, Clauses in General Conditions of Contract
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3.8 The risks and the coverage shall be as follows:

- a) **Third Party motor vehicle liability insurance** as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultant or its Personnel or any Sub consultants or their Personnel for the period of consultancy.
- b) **Third Party liability insurance** with a minimum coverage, for Rs. 10,00,000/ (Rupees Ten Lakh) for the period of consultancy.
- c) **Professional Liability Insurance** - The Consultant will maintain at its expense Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India and included in the list of General Insurers (Non-Life) approved by the Insurance Regulatory and Development Authority (IRDA) , for a period of Five (5) years beyond the expiry or termination of the Contract and commencing from the Commencement Date, for an amount not less than the Contract Fee Ceiling. The Client shall be designated as a beneficiary in the professional liability insurance procured by the Consultant. In the event the Consultant does not intend to procure a separate professional liability insurance policy in respect of this Contract, the Consultant's general professional liability insurance policy shall procure endorsement of Client's name as a beneficiary for an amount not less than the Contract Fee Ceiling. The Consultant shall submit the entire policy document for the Professional Liability Insurance.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in the Contract. In case the Consultant is a joint venture consortium, the policy should be in the name of the joint venture consortium / association entity and not by the Members.

d) **Employer's liability and workers' compensation insurance** shall be in respect of the Key Personnel and Additional Personnel of the Consultant and personnel of any Sub-Consultant, in accordance with the relevant provisions of Applicable Law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of 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 The following provisions shall be added as Clauses 6.5 and 6.6 of the GCC:

6.5 Performance Security

The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Contract, in the form set out in Appendix I (Part A), in an amount equal to Ten percent (10%) of the Yearly Fee Ceiling for the First Year. Further, in the event the term of this Contract is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to Ten percent (10%) of the sum of the Yearly Fee Ceiling for the applicable Subsequent Year and the Yearly Fee Ceiling for the previous Subsequent Year(s) and/or the First Year, as the case may be.

The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). {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 the other Members.}

The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of sixty (60) days from the date of submission of the last deliverable under this Contract. If the Client shall not have received an extended/replacement Performance Security in accordance with this Clause 6.5 at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Consultant of its obligations under this Contract until such time as the Client shall receive such an extended/replacement Performance Security whereupon, subject to the terms of this Contract, the Client shall refund to the Consultant the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Contract, in //which case only the balance amount remaining shall be returned to the Consultant; provided that the Client shall not be liable to pay any interest on such balance. The Client shall return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/replacement therefor. Subject to satisfactory completion of all deliverables under this Contract, the Performance Security shall, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of one hundred eighty (180) days from the date of submission of the last deliverable under this Contract.

The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

- (a) the Consultant becomes liable to pay liquidated damages;
- (b) occurrence of any of the events listed in sub-clauses (i) through (xii) of Clause 2.5.1 of the GCC;
- (c) any material breach of the terms hereof; and/or
- (d) without prejudice to paragraph (c) above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract.

6.6 Milestones for the First Work Order

The maximum fees (as a percentage of the Work Order Value) payable to the Consultant in respect of each completed milestone for the deliverables to be provided under the Work Order for the First Year is as follows:

#	Milestone#	Month ("D" denotes Effective Date)	Payment Percentage
1.	Core Team mobilised for Validation and PMO set up	D + 1 month	10%
2.	First workshop with stakeholders for better understanding of project and presentation on Project Implementation Plan (PIP).		
3.	PMO^ Procedures draft outline, PMO basic systems (budgets, cash flow, schedule, procurement) functional and getting the list of policies and procedures approved from the Client.		
4.	Draft Validation Study (Technical and Economic) and list of projects for implementation in short term and medium term @		
5.	Review of reports/deliverables already submitted by the Master Planning consultant and validate plans/reports available for the DPIA		

6.	Validation of Land, Boundary fixation and reconnaissance				
7.	Review of Design Basis Report and Draft Preliminary Design Report including detailed Economic Analysis				
8.	PIP draft outline and contents complete and submitted for review	D + 2 month	10%		
9.	Final Validation Study (Technical and Economic) including external and internal infrastructure plans and draft list of projects for implementation (ICT, Landscape etc) during short term (1-2) years and medium term (2-3) years.				
10.	Preparing Approval management plan for the entire project life				
11.	Review of the Statutory Master Plan and Notification of the Final Master Plan in coordination with the State Government				
12.	Final Programme Control System and operational MIS system @				
13.	Final Sustainable / Low Carbon Master System Integration Plan@				
14.	Final EIA Clearance & assistance to AITL submission of amendments based on the Final Master Plan/project priority				
15.	Validation of the Final Preliminary Design Report with 3D model and tender packages				
16.	Workshop on Draft Validation Studies and draft list of projects for implementation with critical stakeholders for finalising projects			D+3 month	10%

17.	Procurement Strategy, phasing strategy and draft procurement document formats including RFPs, RFQs and contract documents for procurement of consultants, works etc (including EPC and Design-Build Basis) supported by required technical guidelines**		
18.	Review and Finalization of the Urban Design Guidelines		
19.	Submission of Implementation plan for ICT		
20.	Submission of Implementation plan for Landscape		
21.	Bid Process Management for the EPC/DB Contractors		
22.	Draft Programme Controls System and supporting IT based Management Information System (MIS)	D + 4 month	8%
23.	Workshop on procurement strategies and framework to be adopted by PMNC for detailed engineering and implementation.		
24.	Selection of the EPC/DB Contractors		
25.	Preparation of Risk Management Plan – covering Risk identification, qualitative risk analysis, risk response, risk monitoring and control. Setting up of Field Office, Testing Lab, HSE and Environmental Training room as part of mobilization		
26.	Submission of Financing Plan for DPIA – phase 1 Submission of Economic Analysis Report of DPIA		

27.	Detailed project briefs for other short term projects identified for implementation in 1-2 years along with draft tender documentation for the same.	D + 5 month	8%
28.	Submission of Technical assessment and Investigation report for Landscape		
29.	Submission of Benchmarking report, Infrastructure Interface, ICT Strategy report		
30.	Manual of Construction Procedures and Change Management Procedures and its approval from Client		
31.	Submission of Draft ICT Master Plan	D + 6 month	5%
32.	Submission of Concept Landscape Master Plan		
33.	Draft Plan for adoption of 3D model (computer based)		
34.	Submission of Final ICT Master Plan	D + 7 month	5%
35.	Submission of Final Landscape Master Plan		
36.	Workshop with critical stakeholders to review progress of Assignment to work out the scope of work for the next year	D + 8 month	6%
37.	Submission of Draft End to end Detailed Design of all ICT Infrastructure		
38.	Submission of Draft Schematic Design for all Landscape Components		
39.	Submission of Final End to end Detailed Design of all ICT Infrastructure	D + 9 month	8%
40.	Submission of Final Schematic Design for all Landscape Components		

41.	Final Detailed Plan for adoption of 3D model (computer based)		
42.	Draft Plan for next year indicating and prioritising critical steps for effective and timely implementation of the identified projects	D + 10 month	10%
43.	Approval of GFC's - Package 1 (EPC Contractor)		
44.	Final Project Briefs for other short term projects identified for implementation in 1-2 years with tender documentation for the same supported by required technical guidelines@	D + 11 month	10%
45.	Presentation on draft plan for next year indicating and prioritising critical steps for effective and timely implementation of the identified projects and stakeholder discussions		
46.	Final Plan for next year indicating and prioritising critical steps for effective and timely implementation of the identified projects incorporating comments from stakeholders.	D + 12 month	10%
	Total		100%

#Due to the multidisciplinary nature of the Assignment and dependencies on other agencies and consultants, the timing of the deliverables may vary depending on the requirements of the Client.

^ PMO's basic systems (budgets, cash flows, schedule, and procurement) should be functional within 1 month from the Effective Date.

** The Consultant is to provide the detailed specifications at this stage but the same has to be strengthened in the final bid / tender documents for detailed design and engineering works.

@ Subject to the receipt of comments from AITL or any other consultant specified in the Terms of Reference or prescribed by AITL

Number of GC Clause	Amendments of, and Supplements to, Clauses in General Conditions of Contract
	\$ Subject to receipt of all technical studies prepared by Consultant appointed by DMICDC for preliminary engineering for DPIA, and review and validation of the studies by PMNC
	\$\$ Subject to approval of project proposal for implementation of trunk infrastructure for DPIA by DMIC Project Implementation Trust Fund.

6.1 LIST OF APPENDICES TO THE CONTRACT

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

APPENDIX	DESCRIPTION	NOTE
Appendix A:	Terms of reference containing, inter-alia, the Description of the Services and reporting requirements.	<i>This shall be as per the Terms of Reference provided in SECTION 5 : of the RFQ - cum - RFP</i>
Appendix B:	Key Professional and Additional Personnel, minimum qualification requirements of Key Professional and Additional Personnel..	<i>This would be the finalised based on the Proposal submitted by the selected Consultant and any subsequent discussions between the Client and the Consultant.</i>
Appendix C:	Approach and methodology	<i>This would be based on the finalised Approach and Methodology submitted in the Proposal of the selected Consultant</i>
Appendix D:	Duties of the Client	<i>This would be finalised based on the Proposal submitted by the selected Consultant and any subsequent discussions between the Client and the Consultant.</i>
Appendix E:	Monthly Rates, Yearly Fee Ceilings, Yearly Contract Value Ceilings, Contract Fee Ceiling, Contract Value Ceiling and maximum out of pocket expenses.	<i>This would summarise all changes and modifications resulting from negotiations between the Client and the Consultant before the date on which this Contract will come into effect as prescribed in the SC</i>

APPENDIX	DESCRIPTION	NOTE
Appendix F:	Copy of RfQ - cum - RfP, technical proposal submitted by the Consultant, and the financial proposal as submitted by the Consultant and as amended pursuant to the post bid negotiations.	<i>Copy to be inserted</i>
Appendix G:	Copy of letter of acceptance	<i>Copy to be inserted</i>
Appendix H:	Copy of letter of acceptance	<i>Copy to be inserted</i>
Appendix I:	Format of bank guarantee for Performance Security.	<i>Copy of documents submitted by Consultant to be inserted</i>
Appendix J:	Work Order for the First Year, Task assignment, work Programme, milestones, payment schedule, manning schedule and schedule for submission of various deliverables.	<i>This would be finalised based on the Proposal submitted by the selected Consultant and any subsequent discussions between the Client and the Consultant.</i>
APPENDIX K:	Indexation mechanism.	<i>Based on the mechanism prescribed in the Standard Form of Contract provided in SECTION 6 :of the RFQ - cum - RfP</i>
APPENDIX L:	Approved Sub-consultants for the First Year.	<i>List to be inserted</i>