

DMICDC

Delhi-Mumbai Industrial Corridor Development Corporation

International Competitive Bidding (ICB)

**WORKS CONTRACT FOR GEOTECHNICAL INVESTIGATION FOR
EXHIBITION CUM CONVENTION CENTRE, DWARKA, NEW DELHI**

REQUEST FOR QUALIFICATION

CUM

REQUEST FOR PROPOSAL

23rd FEBRUARY 2017

**Delhi - Mumbai Industrial Corridor Development Corporation
Limited
(DMICDC)**

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Prepared by

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AECOM

NOTICE INVITING REQUEST FOR PROPOSAL

DMICDC Delhi Mumbai Industrial Corridor Development Corporation Limited INTERNATIONAL COMPETITIVE BIDDING (ICB)

WORKS CONTRACT FOR GEOTECHNICAL INVESTIGATION FOR EXHIBITION CUM CONVENTION CENTRE, DWARKA, NEW DELHI

23 Feb 2017

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 (DFC) between Delhi and Mumbai, covering an overall length of 1,504 km. Further, Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC), a special purpose company, was incorporated to establish, promote and facilitate development of DMIC Project.

Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC) invites "Request for Proposal" (RFP) from interested bidders (Reputed firms) for **Geotechnical Investigation for Exhibition cum Convention Centre at Dwarka , New Delhi (INDIA)**. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RFP document uploaded on the website: www.dmicdc.com

Interested applicants are requested to submit their Pre-bid queries at the address mentioned below on or before 2 March 2017. The RFQ cum RFP submissions will necessarily have to be accompanied with bid processing fee in the form of a Bank Draft of USD 500.00 only (USD Five Hundred Only) or INR 50,000.00 (Indian Rupees fifty thousand only) plus service tax @ 15.0% in favour of "Delhi Mumbai Industrial Corridor Development Corporation Limited", payable at New Delhi, India, as a non-refundable processing fee. The bid due date is **24 March 2017**.

The submissions must be addressed to:

Delhi Mumbai Industrial Corridor Development Corporation Ltd
Room No. 341-B, 3rd Floor, Hotel Ashok,
Diplomatic Enclave, 50-B Chanakyapuri, New Delhi -110 021
Tel No: 011-2611 8884-8; Fax: 011-2611 8889
Email: contactus@dmicdc.com, tenders@dmicdc.com

Disclaimer

1. This RFP document is neither an agreement nor an offer by the Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. DMICDC does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for DMICDC to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by DMICDC 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 RFP document and obtains independent advice from appropriate sources.
3. DMICDC 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 RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of DMICDC or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. DMICDC 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. DMICDC will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that DMICDC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the contract and DMICDC reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. DMICDC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the 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. DMICDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. DMICDC reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP/ amended RFP will be made available on the website of DMICDC.

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Section 1. Letter of Invitation

New Delhi

Date:

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 1,504 km. Further, Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC), a special purpose company, was incorporated to establish, promote and facilitate development of the DMIC Projects.

The Exhibition cum convention centre at Dwarka, New Delhi Corridor (DFC) is flagship project of Government of India. In the absence of world class exhibition and conference facilities, India has not benefitted from the potential benefits of MICE Market and its share in the Global as well as Asian market is very small. In order to capitalize on this vast market potential and to drive India's industry and associate with programmes such as Make in India , promote tourism , trade and commerce activities the Department of Industrial Policy & Promotion(DIPP) has taken the initiative to develop a State –of- the-Art EXHIBITION cum CONVENTION CENTRE at New Delhi Delhi Mumbai Industrial Corridor Development Corporation (DMICDC) is acting as the knowledge partner for development of world class Exhibition and Convention Centre (ECC) at Sector 25, Dwarka, New Delhi. The project is planned at Sector 25, Dwarka approximately 3 kms from T-3, IGI Airport and well connected to Metro and road links. The site is 90 Hac well developed area in western end of Delhi adjoining the Millennium city of Gurgaon.

This new age arena aims to have a sustainable urban transportation system connectivity (transit oriented development) within and mobile/ efficient regional connectivity with neighbouring cities and the rest of the countries in international circuit. The business community should be able to reach this venue in shortest possible time and carry out activities as early as possible to save value able time of business.

For the ECC Project, DMICDC has appointed AECOM as the Programme Manager for the development this facility. The role of the PMC is to perform activities necessary to plan, integrate, package, administer and manage the implementation of ECC projects. Specifically, the PMC will be responsible for conceptualization of projects and further, during the design and construction stage, overseeing the work of consultants and contractors, including reviewing, monitoring, resolution of interface issues, and reporting to the State nodal agency and the DMICDC on the programme progress. All deliverables from contractor engaged on this project shall be submitted to the PMC for final approval of DMICDC. As an extension of DMICDC and the state nodal agency, the PMC will be responsible for taking inputs from stakeholders and communicating them with the consultant. In all day-to-day matters in respect of implementation of this assignment, the Contractor shall report to the PMC.

At the preliminary stage, it is now intended to hire reputed Geotechnical firms to ascertain sub soil strata for future design and engineering. This will be the basis for the future development of this ECC. Therefore, Delhi-Mumbai Industrial Corridor Development Corporation Limited (DMICDC) (Client) invites proposals to undertake:

“Works Contract” for Geotechnical Investigation for ECC, Dwarka, New Delhi.

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

2. Objectives

The main objectives of the assignment is to carry out detailed Geotechnical Investigation to culminate into tendering action for design/ engineering as well as further procurement. The Contractor shall also be responsible for technical assistance during tendering and future development of the ECC project. The contractor shall keep in mind and follow the vision of DMIC and DMICDC to create sustainable infrastructure that will form the backbone of future development in the country and be regarded as a benchmark nationally and internationally.

3. A Contractor will be selected as per Financial Proposal by prospective bidders 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 Contractors

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

SECTION 4: Financial Proposal - Standard forms

SECTION 5: Terms of Reference

SECTION 6: Standard forms of Contract

All clarifications/ corrigenda will be published only on the DMICDC website. The official website for accessing the information related to this RFQ cum RFP is: www.dmicdc.com (the “Official Website”).

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

Yours sincerely,

**CEO & MD
DMICDC**

Section 2. Instructions to Bidders

2.1 Introduction

- 2.1.1 The Client named in the data sheet will select a firm/ JV / organisations (the "Contractor"), in accordance with the method of selection specified in the data sheet. Applicants are advised that the selection of Contractor shall be on the basis of an evaluation by the 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 DMICDC'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 execute the assignment. The Proposal will form the basis for contract signing with the lowest bid contractor. The Contractor shall carry out the sub-soil investigation and provide technical assistance in preparing tender documents for construction contracts in accordance with the Terms of Reference of this RFQ cum RFP (the "TOR").
- 2.1.3 The Applicant shall submit his 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 local conditions and take them into account in preparing their Proposals.
- 2.1.5 The Client will timely provide, at no cost to the Contractor, the inputs and facilities required to carry out the services, and provide relevant project data and reports related to the Assignment available with the Client. However, for avoidance of doubt, it is hereby clarified that the aforesaid data/ information provided under the RFQ cum RFP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the Applicants towards preparation of their Proposals. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by the Client and/ or any of his consultants.
- 2.1.6 Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Applicants.
- 2.1.7 The Client requires that the Contractor provides professional, objective, and impartial report / work 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 Contractor 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 the Client and the Project.
- 2.1.8 It is the Client's policy to require that the Contractor 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 bidders (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 a 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 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 Proposal Due Date (the “PDD”), 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 New Delhi – India and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

2.1.11 Termination of Contract: The 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 Contractor, the Client will reimburse all the expenses incurred by the Contractor (upon submission of proof) including closing-up of the project. If the contract is terminated due to the fault of the Contractor or in case of termination of the contract by the Contractor for reasons not attributable to the Client, the Client will forfeit the performance security of the Contractor.

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 PDD.

2.1.14 Brief Description of the Selection Process: The Client has adopted a three stage selection process (collectively the “Selection Process”) for evaluating the Proposals comprising 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 shall be preferred for contract signing (the "Selected Applicant") 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 Bidder. 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.
- 2.1.19 RFQ cum RFP Processing Fee: The RFQ cum RFP submissions shall be accompanied by a bid processing fee in favour of “Delhi Mumbai Corridor Development Corporation Limited”, payable at New Delhi, India, as a non-refundable RFQ cum RFP processing fee (the “RFQ cum RFP Processing Fee”). Bank Draft of USD 1,000.00 only (USD One Thousand Only) or INR 50,000 (Indian Rupees Fifty Thousand only) in favour of “Delhi Mumbai Industrial Corridor Development Corporation Ltd”. Proposals unaccompanied with the aforesaid, RFQ cum RFP Processing Fee shall be liable to be rejected by the Client.

2.2 Clarification and amendment of RFQ cum RFP documents

- 2.2.1 Contractors may seek clarification on this RFQ cum RFP document no later than the date specified in the Data sheet. The Client reserves the right to not entertain any queries post that date. The Applicants are requested to submit a MS Word file of the queries. Any request for clarification must be sent by standard electronic means (PDF and word file)/ fax to the Client’s office addressed to:

**CEO & Managing Director,
Delhi Mumbai Industrial Corridor Development Corporation Limited,
Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,
50B Chanakyapuri, New Delhi – 110021, India**

The Client will endeavour to respond to the queries not later than 10 days prior to the PDD. The Client will post the reply to all such queries on its official website.

- 2.2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFQ cum RFP documents by an amendment. All amendments/ corrigenda will be posted 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 PDD.
- 2.2.3 Date of pre-bid meeting and venue is mentioned in data sheet. Applicants willing to attend the pre-bid should inform client beforehand in writing and email. The maximum number of participants from an applicant, who chose to attend the pre-bid meeting, shall not be more than two per applicant. The representatives attending the pre-bid meeting shall accompany with an authority letter duly signed by the authorised signatory of his/her organisation.

2.3 Clarification and/ or interpretation of reports

After submission of the final reports /Drawings, to the satisfaction of the Client or PMC if clarifications are required or doubt arises as to the interpretation of anything included

in the reports, contractor shall, on receipt of written request from the Client or PMC, furnish such clarification to the satisfaction of Client or PMC within five (05) working days without any extra charge.

2.4 Ownership of document and copyright

All the study outputs including primary data shall be compiled, classified and submitted by the Contractor to the Client in hard and soft copies in addition to the requirements for the reports and deliverables indicated in the TOR. The study outputs shall remain the property of the Client and shall not be used for any purpose other than that intended under these terms of reference without the permission of the Client.

2.5 Bid security

2.5.1 A bid security in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of 'Delhi Mumbai Industrial Corridor Development Corporation Limited', valid for 180 (one hundred and eighty) days from the PDD, payable at New Delhi, for the sum of Rs. 1,00,000/- (Rupees One Lacs Only) shall be required to be submitted by each Applicant (the "Bid Security").

2.5.2 The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and attached with the envelope containing the Pre-Qualification Proposal marked as "RFQ – [name of assignment]" and "Not to be opened except in the presence of evaluation committee". Bids received without the specified Bid Security will be summarily rejected.

2.5.3 The Client will not be liable to pay any interest on bid security deposits. Bid security of pre-qualified but unsuccessful Applicants shall be returned, without any interest, within one month after signing the contract with the Selected Applicant or when the selection process is cancelled by the Client. The Selected Applicant's Bid Security shall be returned, without any interest upon the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RFQ cum RFP and contract.

2.5.4 The Client will be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to the Client in regard to the RFQ cum RFP without prejudice to the 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 Selected Applicant, if the Selected 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 the Client.

2.5.5 Performance Security

- i. 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.
- ii. For the successful bidder the Performance Security shall be retained by the Client until the completion of the assignment by the Contractor and be released 180 (one hundred and eighty) days after the completion of the assignment.

- iii. In the event the Contractor 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.

2.6 Eligibility of applicants

2.6.1 The Applicant for participation in the Selection Process, may be a single entity or a group of entities (the "Consortium"), coming together to execute the Assignment. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the Assignment.

2.6.2 An Applicant or a member of Consortium may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956/2013 or a body corporate incorporated under the applicable laws of its origin.

2.6.3 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Contract (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.

2.6.4 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 or relevant section in 2013 Act. 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 other's 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 contracting assignments of the Applicant (including its personnel and sub-contractors) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Contractor will depend on the circumstances of each case. While providing contracting services to the Client for this particular assignment, the Contractor 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 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 or relevant section in 2013 Act. 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.

2.6.5 An Applicant eventually appointed to provide Works Contracts 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 Contract or to any subsequent contract/ 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 Contractor shall include a partner in the Contractor's firm or a person who holds more than 5 percent of the subscribed and paid up share capital of the Contractor, as the case may be, and any Associate thereof.

2.6.6 Any entity which has been barred 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 subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate. The Contractor should attach a separate sheet with regards to any pending legal cases/arbitration /DB pending (if any) with the client along with the RFP cum RFQ.

2.6.7 An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

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

- i. Number of members in a consortium shall not exceed 2 (two);
- ii. Subject to the provisions of sub-clause (i.) 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 Firm"). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFQ cum RFP, signed by all the other members of the Consortium. The duties, responsibilities and powers of such Lead firm shall be specifically included in the joint Bidding Agreement. It is expected that the Lead Firm would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Client expects that Lead Firm 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/ contractor 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 Contractor in relation to the Assignment until the completion of the Assignment in accordance with the contract and the TOR;
 - c) clearly define the proposed administrative arrangements (organisation chart) for the management and execution of the Assignment, if awarded to the Consortium;
 - d) Except as provided under this RFQ cum RFP, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Client.

2.7 Preparation of proposal

2.7.1 Bidders 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.

2.7.2 In preparing their Proposal, Bidders are expected to thoroughly examine the RFQ cum RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.

2.7.3 **Technical Proposal:** While preparing the Technical Proposal, Bidders must give particular attention to the following:

- i. The team leader proposed must be a permanent full time employee of the firm. It is desirable that the other key staff be either permanent full time employees of the firm or have a dedicated full time contract to work on this project. Sub-contractors who are not employed by the firm will not be acceptable as key staff.
- ii. If any key staff proposed is not a permanent employee of the Applicant (including in case of a JV, of its members), a certificate from the key staff must be furnished mentioning his/her availability for the project. In the absence of such certificate, his/her CV will not be evaluated.
- iii. Contractor is to ensure that the time allocated for the proposed key staff does not conflict with the time allocated or proposed for any other assignment. The Client reserves the right to request a workload projection (including time spent on other projects/clients) for the key staff.
- 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.
- 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 countersignature 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 client reserves the right to ask for proof of age and qualification at any stage of the project.
- xii. 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.
- xiii. 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 proportionate to share in Joint Venture/ consortium from that foreign company/ entity shall be fielded.
- xiv. 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.
- xv. The personnel proposed should possess good working knowledge of English Language.
- xvi. No key personnel involved should have attained the age of 70 (seventy) years at the time of submitting the proposal.
- xvii. The pre-qualification and technical proposal must not include any financial information.

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

2.7.5 Proposals shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "Authorised Representative") as detailed below:

- i. by the proprietor in case of a proprietary firm;
- ii. by a partner, in case of a partnership firm and/or a limited liability partnership; or
- iii. by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- iv. by the Authorised Representative of the Lead Firm, in case of consortium; and,
- v. Power of Attorney, for the Authorised Representative and or the Lead Firm of the Consortium, if applicable, is executed as per Applicable Laws.

2.7.6 Applicants should note the PDD, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFQ cum RFP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

2.7.7 The Proposal shall be accompanied by a certified copy of legally binding Joint Bidding Agreement in case of JV/ consortium, in the format provided in this RFQ cum RFP, signed by all firms/entities confirming the following therein:

- i. Date and place of signing
- ii. Purpose of JV/ consortium (must include the details of the works hereunder for which the JV/ consortium is bidding)
- 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/ consortium 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).

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

2.7.8 Similarly, Power of Attorney for both authorised representative and lead member of the JV/ consortium shall also be furnished as per the formats available in the RFQ cum RFP.

2.7.9 A firm can bid for a project either as a sole bidder or in the form of JV/ consortium with other contractor. Experience of sub-contractor will not be considered while evaluating the bid.

2.7.10 The pre-qualification proposal should provide details of eligible projects as per the standard forms so as to meet the Minimum Qualification Criteria prescribed in this RFQ cum RFP.

2.7.11 The Technical Proposal should provide the following information using the attached Standard Forms.

- i. 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. Each page of the CV must be signed in original by the Authorised representative together with original or electronic signature of the key team member at the proposal stage. However, at the time of contract signing, original signatures of both authorised representative and the key staffs shall be required.
- vi. The contractor 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. Contractors/ Bidders should provide time estimates of key staff as well as support staff in the staffing schedule. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to.
- vii. Ongoing projects can be submitted with detail of progress supported by suitable documents. Projects/ assignments completed up to eighty (80) percent or more shall only be considered for evaluation but marks awarded for such projects shall only be up to eighty (80) percent of maximum marks. The Applicant shall provide the proof (payment received from the client) that the project is completed up to eighty (80) percent through copy of invoice or payment received from Client received till date or through certificate from the respective client.
- viii. It is desirable that eighty (80) percent of the key staff including team leader 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.

2.7.12 Financial proposal: While preparing the Financial Proposal, Bidders are expected to take into account the various requirements and conditions stipulated in this RFQ cum RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes associated with the Assignment. While submitting the Financial Proposal, the Bidder shall ensure the following:

- i. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, testing, reporting 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 Bidders, sub-contractors and their staff. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the cost shown under different items of Financial Proposal. The Bidder shall be paid only for work done inclusive of applicable tax as per the cost of work quoted in the Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

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

2.7.14 The Financial Proposal shall be divided into professional fee and Out of Pocket expenses as per forms prescribed in this RFQ – cum – RFP document. The breakup of remuneration should match the total cost of the Financial Proposal. This is just an indicative value, however, the work shall be paid as per the total value of work quoted as given in 2.7.12(ii)

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

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

2.7.17 The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the contractor is expected to keep available the professional staff 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 contractor to extend the validity of their proposals for a stated period. Bidders, who do not agree, have the right not to extend the validity of their proposals.

2.8 Submission, receipt and opening of proposals

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

2.8.2 Bids will be accepted hard bound copy delivered by the Bid Submission date and time specified in the tender.

2.8.3 The Authorised Representative of the Applicant should initial all pages of the pre-qualification, technical and financial proposal. The Authorised Representative's authorisation should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.

2.8.4 The Applicant shall submit two (2) copies of Pre-qualification Proposal (one original and one copy), two (2) copies of Technical Proposal (one original and one copy) plus one soft copy in a PDF format and one original of Financial Proposal. One soft copy in PDF format of both Pre-qualification and Technical Proposals shall also be submitted by the Applicant. **The Pre-qualification, Technical and Financial Proposals 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 pre-qualification and technical proposal, the contents as per original will only be considered.

2.8.5 The Pre-qualification Proposal and RFQ cum RFP processing fee shall be placed in a sealed envelope clearly marked “RFQ – [name of assignment]”, Technical Proposal with Bid Security shall be 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]” and “Do not open with the Technical Proposal.” The envelopes containing Technical and financial Proposals shall be sealed in an outer cover marked “RFP – [name of assignment]. All envelopes shall be placed into an outer sealed envelope bearing the name of assignment, submission address and marked “DO NOT OPEN EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.”

2.8.6 Proposal submissions:

Envelope	Content	Forms
Outer Envelop	Request for Qualification (RFQ) and Request for Proposal (RFP)	NA
RFQ envelope	Cost of Documents, Processing fee and Bid Security (separate sealed envelope) and Pre-qualification proposal (separate sealed envelope) with CD containing soft copy of Pre-qualification proposal	Form 3A Form 3B Form 3C Form 3D Form 3E Form 3F Form 3G
RFP Envelope	Technical Proposal (separate envelope), with CD containing soft copy of Technical Proposal	Form 3H Form 3I Form 3K Form 3L Form 3M Form 3N Form 3O
	Financial Proposal (separate sealed envelope)	Form 4A Form 4B Form 4C Form 4D Form 4E

2.8.7 Submission address:

**CEO and Managing Director,
Delhi Mumbai Industrial Corridor Development Corporation Limited,
Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,
50B Chanakyapuri, New Delhi – 110021, India**

2.8.8 No proposal shall be accepted after the closing time for submission of Proposals.

2.8.9 After the deadline for submission of proposals the Pre-qualification Proposal will be opened by the evaluation committee to assess the bids on Minimum Qualification Criteria. The RFP envelope shall remain sealed.

2.8.10 After the Proposal submission until the contract is awarded, if any Bidder 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 bidder's proposal.

2.9 Proposal evaluation

2.9.1 As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria for the Professional Staff as well as experience of the firm/JV. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (the "Shortlisted Applicants"), shall be checked for responsiveness in accordance with the requirements of the RFQ cum RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ cum RFP document.

2.9.2 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFQ cum RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive 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, cost of bid documents, Processing Fee and Bid Security as specified in this RFQ cum RFP;
- iv. it is accompanied by Joint Bidding Agreement, the Power of Attorney, for the Authorised Representative and the Lead Firm of the Consortium, if applicable;
- v. it is signed, sealed, bound together in hard cover and marked as stipulated in this RFQ cum RFP;
- 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 received by the Proposal Due Date including any extension thereof in terms hereof;
- iii. it is signed, sealed, bound together in hard cover and marked as stipulated in this RFQ cum RFP;
- iv. it does not contain any condition or qualification; and
- v. 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, bound together in hard cover 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.

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.

2.9.3 As part of the evaluation, the Pre-Qualification Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be opened and evaluated further. In such cases, the RFP envelope containing the Technical Proposal and Financial Proposal will be returned unopened after issue of Letter of Award to the selected bidder.

2.9.4 Minimum Qualification Criteria

Sr.	Minimum Qualification Criteria	Minimum number of projects
a	Experience of Carrying out Geotech Investigation of Infrastructure Projects spread over minimum 10 sq. km area/ 100 kms roads length and 50 sq. km of utility services i.e., water supply, sewage disposal, bridges, drainage network, including treatment plants with each work order of minimum 25 lakhs on which the construction work has started during last 3 years.	5 (FIVE)
b	Average annual revenue from consultancy services for last 3 financial years i.e. FY ending 31Mar 2016.	INR 1 crores per year or more

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

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

Sr.	Evaluation Criteria	Points
a	Specific experience of the bidders/ contractors related to this Assignment. The firm should have undertaken/ completed similar work of detailed geotechnical investigation. The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical speciality. Firms established more than 3 years ago.	60
b	Adequacy of the proposed project management and technical approach, work plan and methodology in response to the TOR	20

	followed by a presentation(if desired by technical committee). Project appreciation and understanding of assignment	
	<ul style="list-style-type: none"> • Project approach and methodology • Duties and responsibilities of the team leader and other key personnel • Work plan and manning schedule 	
c	Qualification and competence of the key staff for the Assignment.	20
	Total Points	100

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.

2.9.6 The Client will notify the Applicants who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be hoisted DMICDC website and an e-mail sent on official id.

2.9.7 Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.

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.

The Applicant achieving the technical criteria as per Clause 2.9.5 and lowest financial score will be considered to be the successful Applicant and will be invited for contract signing (the "Successful Applicant").

2.10 Negotiations

ECC is prestigious time bound programme, In order to meet the public aspirations the time is of essence and no delays is acceptable whatsoever, Therefore:

2.10.1 The Selected Applicant may, if necessary be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Contractor under this RFQ cum RFP.

2.10.2 The client will examine the credentials of all the professional Personnel deployed on the project as a quality assurance.

2.11 Award of contract

- 2.11.1 After selection, a Letter of Award (the “LOA”) will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.
- 2.11.2 Performance Security: Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a nationalised/ Scheduled Bank, within the 15 (fifteen) days from the date of issue of LOA, in form of a Bank Guarantee substantially in the form specified in this RFQ cum RFP. For the successful bidder the Performance Security will be retained by the Client until the completion of the assignment by the Contractor and be released twelve (12) months after the completion of the assignment. The aforesaid performance security shall be kept valid until the completion certificate is issued by the Client.
- 2.11.3 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 20 (twenty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement.
- 2.11.4 Commencement of Assignment: The Successful Applicant/ Bidder shall commence the Assignment on the date of Commencement of services as prescribed in the General Conditions of Contract. If the Successful Applicant fails to commence the assignment and sign the Contract as specified herein, the Client may invite the second ranked Applicant for issue of LOA. 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.

2.12 Confidentiality

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

2.13 Fraud and corrupt practices

- 2.13.1 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.
- 2.13.2 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 Contractor, 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 Contractor shall not be eligible to participate in any tender issued by the Client during a period of 2 (two) years from the date such Applicant or Contractor, 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.

2.13.3 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 Selection Process.

2.14 Pre-bid meeting

2.14.1 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 a Client letter from the Applicant.

2.14.2 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.

2.15 Miscellaneous

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

2.15.2 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.

2.15.3 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.

2.15.4 All documents and other information provided by the Client or submitted by an Applicant to the Client shall remain or become the property of the Client. Applicants, as the case may be, are to treat all information as strictly confidential. The Client will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Contractor to Client in relation to the consultancy shall be the property of the Client.

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

2.16 Tentative schedule for selection process

The Client will endeavour to follow the following schedule:

Date of issue of RFQ cum RFP	22 Feb 2017
Last date for receiving queries/requests for clarifications	01 Mar 2017
Pre-bid meeting	02 Mar 2017
DMICDC's response to queries/requests for clarifications	07 Mar 2017
Proposal Due Date	24 Mar 2017

2.17 Data sheet

Reference	Description
Section 1, Point 2	The main objectives of this assignment are to carry out the Detailed Geo-Tech Investigation in ECC Dwarka.
Section 1, Point 3	The detailed descriptions of services are mentioned in the Terms of Reference. The method of selection is Financial Proposal by the prospective bidders.
2.1.1	The name of Client is: "Delhi Mumbai Industrial Corridor Development Corporation Limited".
2.1.13	<ul style="list-style-type: none"> The proposal of the bidder shall be valid for 180 (one hundred and eighty) days from the Proposal Due Date. Expected date for commencement of assignment is 30 March 2017.
2.14	Date & Time of pre-bid meeting 02 March 2017 at 11.00 am, at the Official Address.
2.2.1	<p>Bidders may seek clarification on this RFQ – cum - RFP document, within a 15 Days from the date of issue of this RFQ – cum - RFP document. Any request for clarification must be sent by standard electronic means (PDF and word file)/ fax to the Client's office addressed to:</p> <p>CEO & Managing Director, Delhi Mumbai Industrial Corridor Development Corporation Limited, Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50B Chanakyapuri, New Delhi – 110021, India Phone: 011-26118884-8 Fax: 011-26118889 Email: contactus@dmicdc.com, tenders@dmicdc.com</p>
2.7.6	<p>The last date of submission of Proposal is 24 March 2017 before 3:00 pm (IST). The address for submission of Proposal is,</p> <p>CEO and Managing Director, Delhi Mumbai Industrial Corridor Development Corporation Limited, Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50B Chanakyapuri, New Delhi – 110021, India</p> <p>The bidder to state cost in Indian Rupees only.</p>
2.8.4	<p>Bidders must submit:</p> <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). <p>Financial proposal: One Original hard copy.</p>
2.9.7	The weights given to technical evaluation criteria as per Section 2.9.5 and Lowest financial proposal.

2.18 Required experience and expertise of Key personnel/ staff

2.18.1 The consultant is expected to deploy experienced and qualified staff to man the project. List of minimum key personnel/ staff is indicated below:

S. No.	Position (no of persons)	Minimum years of professional experience	Specific expertise
1.	Team Leader (1)	15	Should have Master of Engineering Degree Geotech / Foundation with experience of SEZ, Multi Storey ,roads, bridges, utilities and services projects primarily aim to implementation (construction phase) . Experience in design-build project execution is desirable and will be scored higher. Minimum 10 years as testing laboratories/material engineer.
2.	Dy. Team Leader (1)	15	Should have Bachelor's degree or Diploma in Civil Engineering, preferably with experience of various types of material tests for structures. i.e. RCC, Steel, PSC and knowledge of latest construction technology with specific experience in test laboratories for more than 5 years.
3.	Support Staff (3)	10	Must have been part of large infrastructure/ building projects of more than 500 Cr. and have worked in laboratory. They must know the process of sampling and testing the material at site.
4.	Assistant (2)	5	Must have worked on site for 3 years as part of testing team.

- Bidders/ Contractors/ Consultants, who are executing on going mandates from DMICDC, must propose a separate team of key staff while bidding for this project.
- The key staff proposed above should be available for presentations/ discussions/meetings with the DMICDC, and PMC in New Delhi as required before delivery of every milestone/ report.
- A minimum of 3 man months shall be required with the core team and further availability for one year i.e. team leader or Dy. Team Leader.
- Technical score shall be awarded for Team Leader and Deputy Team Leader Only.

summary of experience (in one page) is to be provided by the contractor for each of the key staff.

Section 3. Technical Proposal – Standard Forms

Form 3A:	Pre-qualification Proposal Submission Form
Form 3B:	Format for pre-qualification proposal (eligible projects)
Form 3C:	Format for pre-qualification proposal (Average Annual Turnover from Contracting Business of the Applicant)
Form 3D:	Format for Joint Bidding Agreement (in case of JV/ consortium)
Form 3E:	Format for Power of Attorney for Authorized Representative
Form 3F:	Format for Power of Attorney for Lead Member of JV / consortium
Form 3G:	Format for Bank Guarantee for Bid Security
Form 3H:	Technical Proposal Submission Form
Form 3I:	Applicant's Experience
Form 3J:	DELETED
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:	List of resources and Equipment Schedule
Form 3O:	Work Schedule

Form 3A: Pre-Qualification Proposal Submission Form

From: -

[Location, Date]

To

CEO & Managing Director
Delhi Mumbai Industrial Corridor Development Corporation Limited,
Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,
50B Chanakyapuri, New Delhi – 110021, India

RFQ cum RFP dated [date] for selection of contractor for [name of assignment]

Dear Sir,

With reference to your RFQ cum RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre-qualification Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

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

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

Further:

1. We acknowledge that DMICDC will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Contractor, 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 Contractor for the aforesaid Project.
3. We shall make available to DMICDC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of DMICDC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
 - a) We have examined and have no reservations to the RFQ cum RFP, including any Addendum issued by the Authority;

- b) We do not have any conflict of interest in accordance with the terms of the RFQ cum RFP;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or 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 DMICDC 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 Contractor, 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 Contractor.
 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 works contract for the Project or which relates to a grave offence that outrages the moral sense of the community.
 10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ cum RFP.
 11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/Managers/employees.
 12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DMICDC in connection with the selection of Contractor 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 works contract 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 Contractor, 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 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 DMICDC or in respect of any matter arising out of or concerning or relating to the selection process including the award of works contract.
18. The Technical and Financial Proposal is being submitted in a separate cover. This Pre-qualification Proposal read with the Technical and 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)

Enclosures: - ()

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 a JV/ consortium for carrying out consulting services similar to the ones requested under this assignment.]

- USE PROJECTS WITH COPY OF PROOF OF EXPERIENCE AS REQUIRED FOR MEETING THE MINIMUM QUALIFICATION CRITERIA PRESCRIBED. (Documentary proof of having completed 80% of the project to be submitted along with the Bids)
- PROJECTS WITHOUT THE PROOF OF EXPERIENCE FROM RESPECTIVE CLIENT WILL NOT BE CONSIDERED.
- EXHIBIT PROJECTS IN THE LAST FIVE YEARS.

Assignment Name and project cost:	Approx. value of the contract/WO (in INR in Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total value 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 Contractors:
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 Contractors, If any:	
Narrative Description of Project: (highlight project cost in the narration)	
Description of actual services provided by your firm/ JV within the assignment:	

Firm's Name:

Authorized Signature:

Note:

For conversion of foreign currencies into Indian Rupees, the exchange rate should be considered based on TT buying rates as on 1st April 2016 for the purpose of conversion.

Please limit the description of the project in two A4 size single-sided sheets of paper (one A4 size sheet of paper if printed on both sides). Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

Form 3C: Format for Pre-qualification Proposal (Average Annual turnover from contracting business of the applicant)

S. No.	Financial years	Average Annual turnover from contracting business of the applicant(INR)
1.	2013-14	
2.	2014-15	
3.	2015-16	
	Average for three years	[indicate sum of above divided by 3]

Certificate from the Statutory Auditor

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

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory

Seal of Audit firm

Note:

- i. 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 Member-in-charge.
- ii. In case the Contractor does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.

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

(To be executed on stamp paper of appropriate value)

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

AMONGST

1. [Name of company], a company incorporated under the Companies Act, 1956/2013 and having its registered office at [registered address] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. [Name of company], a company incorporated under the Companies Act, 1956/2013 and having its registered office at [registered address] (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

3. [Name of company], a company incorporated under the Companies Act, 1956/2013 and having its registered office at [registered address] (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

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

WHEREAS,

- a) Delhi Mumbai Industrial Corridor Development Corporation Limited, a company incorporated under the Companies Act, 1956, having its registered office at Room No 341 B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50B Chanakyapuri New Delhi 110021 (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 dated [date] (the "RFQ cum RFP") for appointment of contractor for [name of assignment] (the "Works contract").
- b) The Parties are interested in jointly bidding for the Works contract 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 Works contract, and
- c) It is a necessary condition under the Works contract 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 Works contract.
 - 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 Works contract, 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 Contractor and awarded the Works contract, the Parties shall enter into a contract for Works contract ("Contract") with the Authority and for performing all obligations as the Contractor in terms of the Contract for the Works contract.
4. Role of the parties: The Parties hereby undertake to perform the roles and responsibilities as described below:
- a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
 - b) Party of the Second Part shall be [role]; and
 - c) Party of the Third Part shall be [role]; and,
5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the works contract and in accordance with the terms of the RFQ cum RFP and the Contract, for the performance of the Contract.
6. Member in-charge: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:
- a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
 - b) consolidated invoices for the services in relation to the Works contract 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 Contractor shall be delivered to the authorized representative of the Contractor (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 fulfilment of its obligations under this Agreement.
8. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Works Contract, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.
9. Miscellaneous
- a) This Joint Bidding Agreement shall be governed by laws of India.
 - b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED & DELIVERED

For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

In presence of:

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

Notes:

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

Form 3E: Format for Power of Attorney for Authorized Representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as contractor for [name of assignment], 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 until the entering into of the Contract with the Authority.

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

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

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Accepted

Signature]

[Name]

[Designation]

[Address]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the

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

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

(To be executed by all members of the Consortium)

Whereas the Delhi Mumbai Industrial Corridor Development Corporation Limited (the "Authority") has invited proposals from empanelled applicants for selection of contractor for [name of assignment] being developed under Delhi-Mumbai Industrial Corridor (DMIC) Project, (the "Works Contract").

Whereas, [name of Party], [name of Party] and [name of Party] (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Works Contract in accordance with the terms and conditions of the Request for Qualification and Request for Proposal and other connected documents in respect of the Works Contract, 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 Works Contract 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 Works Contract, 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 Works Contract, 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 Work Contract and/ or upon award thereof until the Contract is entered into with the Authority.

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

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

SIGNED, SEALED & DELIVERED

For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

THIRD by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

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

Notes:

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

Form 3G: Format of Bank Guarantee for Bid Security

BG No.

Date:

1. In consideration of you, **Delhi-Mumbai Industrial Corridor Development Corporation Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Room No 341 B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50B Chanakyapuri New Delhi – 110021 (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, 1956/2013 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 Contractor for [name of assignment] (hereinafter referred to as the “Works Contract”) pursuant to the RFQ cum RFP Document dated [date] issued in respect of the Works Contract and other related documents including without limitation the draft contract for Works Contract (hereinafter collectively referred to as “RFQ cum RFP Documents”), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of relevant clause of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFQ cum RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFQ cum RFP Document.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ cum RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ cum RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ cum RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFQ cum RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ cum RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ cum RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFQ cum RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ cum RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

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

(Signature of the Authorised Signatory) (Official Seal)

Notes:

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

Form 3H: Technical Proposal Submission Form

[Location, Date]

To

CEO & Managing Director
Delhi Mumbai Industrial Corridor Development Corporation Limited,
Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,
50B Chanakyapuri, New Delhi – 110021, India

RFQ cum RFP dated [date] for selection of contractor for [name of assignment]

Dear Sir,

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

We are submitting our Proposal as [sole applicant/ JV] [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 DMICDC will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Contractor, 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 Contractor for the aforesaid Project.
3. We shall make available to DMICDC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of DMICDC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
 - a) We have examined and have no reservations to the RFQ cum RFP, including any Addendum issued by the Authority;

- b) We do not have any conflict of interest in accordance with the terms of the RFQ cum RFP;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or 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 DMICDC 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 Contractor, 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 Contractor.
 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 Works Contract for the Project or which relates to a grave offence that outrages the moral sense of the community.
 10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ cum RFP.
 11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
 12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DMICDC in connection with the selection of Contractor 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 Works Contract 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 Contractor, we agree to enter into a Contract in accordance with the contract prescribed in the RFQ cum RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 15. We have studied RFQ cum RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by DMICDC or in

respect of any matter arising out of or concerning or relating to the selection process including the award of Works Contract.

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)

Form 3I: Applicant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV/ consortium for carrying out consulting services similar to the ones requested under this assignment.]

- USE FIVE (5) BEST PROJECTS WITH COPY OF PROOF OF EXPERIENCE.
- USE PROJECTS WITH COPY OF PROOF OF EXPERIENCE.
- PROJECTS WITHOUT THE PROOF OF EXPERIENCE FROM RESPECTIVE CLIENT WILL NOT BE CONSIDERED.
- EXHIBIT PROJECTS IN THE LAST FIVE YEARS.

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 value 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 months service provided by associated Contractors:
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 Contractors, If any:	
Narrative Description of Project: Please give details of supporting laboratory and equipment deployed etc. here (highlight project cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Authorized Signature:

Note:

- For conversion of foreign currencies into Indian Rupees, the exchange rate should be considered based on TT buying rates as on 1st April 2016 for the purpose of conversion.
- Please limit the description of the project in two A4 size single-sided sheets of paper (one A4 size sheet of paper if printed on both sides). Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

Form 3J: DELETED

Form 3K: Description of Approach, Methodology and Work Plan for Performing the Assignment

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

- a) Assignment Approach
 - b) Technical Approach and Methodology,
 - c) Work Plan, and
 - d) Organisation and Staffing.
- **Assignment Approach:** In this section the contractor shall explain its overall philosophy, the systems, tools and processes used to manage the cost and schedule. Specifically, the contractor must describe how it will organize and deliver the tasks/deliverables required in Terms of Reference. Please limit the discussion to four (04) single sided pages (two double sided pages). Discussions greater than this limit shall not be considered for evaluation. Contractor to give details of Laboratory, Testing facilities available and NABL accreditation.
 - **Technical Approach and Methodology.** In this chapter the contractor should explain the understanding of the objectives of the assignment including project appreciation, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The contractor should highlight the problems to be addressed along with their importance and explain the technical approach the contractor would adopt to address them. The contractor should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach. Please limit the discussion to 10 single sided pages (5 double sided pages). Discussions greater than this limit shall not be considered for evaluation.
 - **Work Plan.** In this chapter the contractor should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and delivery dates of the reports. The proposed work plan should be consistent with the project management and technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule in the Proposal.
 - **Organisation and Staffing.** In this chapter the contractor should propose the structure and composition of the proposed team. The contractor should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

Form 3L: Team Composition and Task Assignments

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

2. Support staff(Assistant personnel – Field / Laboratory)				
Name of staff	Firm	Area of expertise	Position assigned	Tasks assigned

*Contractors, who are executing ongoing mandates from DMICDC, must propose a separate team of key staff while bidding for this project. The key staff (TL& Dy TL) proposed above should be available for presentations/ discussions/ meetings with the DMICDC, State Government etc.

Form 3M: Curriculum Vitae (CV) for Proposed Key Professional Staff (with one page of summary of experience)

1.	Proposed position				
2.	Name of firm				
3.	Name of staff			[First] [Middle] [Surname]	
4.	Date of birth			[March 20, 1979]	
5.	Nationality				
6.	Education			[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]	
7.	Membership of Professional Organizations				
8.	Training & Publications			[Indicate significant training since education degrees (under 5) were obtained]	
9.	Countries of Work Experience and projects, firms			[List countries where staff has worked in the last ten years], projects and associated firms etc.	
10.	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		English			
11.	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	Name of Organization	Position held	Duration	
				YYYY to present	
12.	Details of tasks assigned				

13.	Work Undertaken that Best Illustrates Capability to Assigned Handle the Tasks Assigned	<p>[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned]</p> <p>Name of assignment or project:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Project Cost:</p> <p>Main project features:</p> <p>Positions held:</p> <p>Activities performed:</p>
14.		<p>Name of assignment or project:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Project Cost:</p> <p>Main project features:</p> <p>Positions held:</p> <p>Activities performed:</p>
15.	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.
Signature		Signature
Date: [dd/mm/yyyy]		Date: [dd/mm/yyyy]
Name of staff member:		Name of Authorized Signatory:

Note:

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

Form 3N: List of Resources , Tools and Tackles

A. Briefly describe the equipment (Rigs etc.) and laboratory facilities held by the bidder /JV.

Form 3O: Work Schedule-

A. Field investigations and study teams – Briefly mention work Methodology

S. No.	Activity	Total			
		M1	M2	M3	(months)
	Part A				
	Part B				
	Part C				
	Part D				
	Total				

B. Completion and submission of reports – As per Form 3K

S. No.	Reports	Program (date)
	Part A – Monthly work progress report	
	Part B- Preliminary report	
	Part C- final report	
	Part D- Follow up cum closure report including sample preservation	

Section 4. Financial Proposal – Standard Forms

Form 4A: Financial Proposal Submission Form

Form 4B: Summary of Costs

Form 4C: Breakdown of Costs

Form 4D: Breakdown of Remuneration Of key staff and support staff

Form 4E: Breakdown of Out of Pocket Expenses

Form 4A: Financial Proposal Submission Form

[Location]

[Date]

To

CEO and Managing Director,

Delhi Mumbai Industrial Corridor Development Corporation Limited,

Room No. 341B, 03rd Floor, Hotel Ashok

Diplomatic Enclave, 50B Chanakyapuri,

New Delhi – 110021, India

Dear Sir,

Subject: Works Contract for [name of assignment].

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Form 4B: Summary of Costs (Total cost of Geotechnical Investigation works as described in TOR all inclusive)

Item	Cost (INR)	
	Amount in words	Amount in figures
Costs of Financial Proposal * (including all taxes)		
Total cost of Financial Proposal (including all applicable Taxes)		

* The cost of Financial Proposal should match with the break-up of the costs given as per the Form 4C, 4D and 4E.

Form 4C: Breakdown of Costs (REFER SECTION - 5 – TOR) / Indicative

Cost Component	Amount in words (INR)	Amount in figures (INR)
Geotechnical Investigation of approx. 90 Hac as per TOR all inclusive		
Submission of reports		
Total		

Form 4D: Breakdown of Remuneration of key staff and support staff- Indicative

Name of key staff	Position	Staff month rate	Input (staff months)	Amount INR

Form 4E: Breakdown of Out of Pocket Expenses-

S. No.	Description	Unit	Unit cost	Quantity	Amount (INR)
	Total				

Section 5. Terms of Reference

5.1 Aim and objectives of the assignment

The aim and objectives of the assignment are:

- i. To carry out Geotechnical Investigation for design and detailed planning the provision of Exhibition cum convention Centre (ECC) including raw water and potable water, secondary treated and tertiary treated sewage transmission mains as described in the development plan and in other relevant details.
- ii. To identify all the infrastructure layout in this Zone and incorporate in report along with levels duly marked on drawings, In addition to identify and include archaeological points/monuments (if any) in the site or near vicinity.
- iii. The contractor shall carry out minimum two tests of soil/ water sample per bore as per the assignment. Any specific requirement shall be given as separate Work Order.

5.2 Broad scope of services

1. Mobilization of your required Manpower, Machinery & Equipment to the project site including shifting & erecting the same from one location to the other along the project site and demobilization after completion of geotechnical work. Maximum drilling rigs to be mobilized at site to complete work as per time given in the contract document.
2. Drilling a total of 162 nos. of exploratory boreholes through all kinds of soil up to a minimum depth of 30 m and maximum depth of 40m through Soil & Rock strata from existing ground level, conducting standard penetration tests and collection of disturbed and undisturbed soil samples while boring through soil deposit. Tentative Location chart is attached as per Annexure - D
3. Excavation of trial pits, recording observation and collection of test sample, as directed.
4. Conducting Plate Load test
5. Conducting Field CBR tests.
6. Carrying out routine laboratory tests on collected soil samples as per the work order.
7. Compilation of test data and submission of investigation report along with recommendations on type of foundation, bearing capacity/pile capacity with detailed calculations.
8. Testing of water samples at designated sources and ground water at 10 to 12 locations.
9. Analysis of any deposits such as rock, salts and chemicals.
10. All testing materials and equipment for completion of work is incidental to the work.
11. Submit reports as per format such as preliminary report and final report.
12. All tests should be done as specified in IS 1892

In addition to test reports, following additional reports are required to be submitted:

- i. Types of Drawings to be prepared but not limited to are mentioned below:
 - ✓ Zonal layouts showing details of Bore Holes in Chronological Order
 - ✓ Line diagram for different types of soil data with borehole numbers
 - ✓ Cable tunnel, duct bank, direct burial section layout, any underground utility or discovery.

5.3 Duration of services – The duration for the assignment is three (3) months.

Section 6. Standard Form of Contract

STANDARD FORM OF CONTRACT

CONTRACT FOR WORKS CONTRACT

Between

[Name of client]

[Name of Contractor]

[Date]

I. Form of Contract

Contract to undertake [name of assignment]

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

The Delhi Mumbai Industrial Corridor Development Corporation Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at Room No 341 B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50B Chanakyapuri New Delhi – 110021 India, hereinafter referred to as the “Client” which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the First Part.

AND,

[Name of Firm/ JV and registered address]

(hereinafter called the “Contractor”)

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract (hereinafter called “GCC”);
 - b) The Special Conditions of contract (hereinafter called “SCC”);
 - c) The following Appendices:

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

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

Appendix C: Approach and methodology

Appendix D: Duties of the Client

Appendix E: Cost Estimate

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

Appendix G: Copy of Letter of Award

Appendix H: Copy of letter of Award/ acceptance by the Contractor

Appendix I: Copy of Bank Guarantee for Performance Security

Appendix J: Clarifications

Appendix K: Work Programme

Appendix L: Correspondences

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

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 DMICDC

[Signature]

[Name]

[Designation]

FOR AND ON BEHALF OF CONTRACTOR

[Signature]

[Name]

[Designation]

Witness:

1. [Signature, name and address]

2. [Signature, name and address]

II. General Conditions of Contract

6.1 General provisions

6.1.1 Definitions

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

- a) "Applicable Law" means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b) "Affiliate" means, with respect to any Party, any other entity that, directly or indirectly: (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and "Control" with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms "Controlling" and "Controlled by" shall be construed accordingly;
- c) "Client" means the DMICDC or SPV
- d) "Contractor" means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the work;
- e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) constitute a part, together with all other documents listed in this signed Contract;
- f) "Contract Price" means the price to be paid for the performance of the Services;
- g) "GCC" means the General Conditions of Contract;
- h) "Government" means the Government of Client's country;
- i) "Local Currency" means the currency of the Government;
- j) "Member", in case the Contractor consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Lead Member" or "Member in Charge" means the entity specified in the SCC to act on behalf of Each Member in exercising all the Contractors' rights and obligations towards the Client under this Contract;
- k) "Material Adverse Effect" means material adverse effect on (a) the ability of the Contractor to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- l) Master Services Agreement (MSA) shall mean the same as "contract";
- m) "Party" means the Client or the Contractor, as the case may be, and Parties means both of them;

- n) "Performance Security" shall mean the irrevocable and unconditional bank guarantee provided by the Contractor from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;
- o) "Personnel" means persons hired by the Contractor or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof;
- p) "Project" means "[name of assignment]";
- q) "SCC" means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
- r) "Services" means the work to be performed by the Contractor pursuant to this Contract as described in TOR;
- s) "Sub-contractor" means any entity to which the Contractor subcontract any part of the Services in accordance with the provisions of this contract; and,
- t) "Work Order" means a specific directive or order to perform a defined scope for a defined duration and fee.
- u) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- v) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among bidders (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.

6.1.2 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at New Delhi.

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

6.1.4 Notices: Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC.

6.1.5 Location: The Services shall be performed at such locations as whether in Country or elsewhere, as the Client may approve.

6.1.6 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Contractor may be taken or executed by the officials in the SCC.

6.1.7 Taxes and Duties: Unless otherwise specified in the SCC, the Contractor, Sub-contractor and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

6.1.8 Interpretation: In the Contract, unless the context otherwise requires:

- 6.1.8.1 The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.
- 6.1.8.2 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.
- 6.1.8.3 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.
- 6.1.8.4 A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to.
- 6.1.8.5 Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.
- 6.1.8.6 The words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed ejusdem generis with any foregoing words.
- 6.1.8.7 In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
- 6.1.8.8 Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.
- 6.1.8.9 The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.
- 6.1.8.10 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.

6.2 Commencement, completion, modification and termination of contract

6.2.1 Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by both the Parties, or such other date as may be stated in the SCC.

6.2.2 Commencement of work: The Contractor shall commence the work within the 15 (fifteen) days of issue of LOA or specific 'GO-AHEAD' notice. The work shall be completed in 30 days of LOA. Any additional work order issued subsequently shall specify the time of that specific work.

6.2.3 Expiration of Contract: Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SCC.

6.2.4 Modification: Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

6.2.5 Force Majeure

6.2.5.1 Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.

6.2.5.2 No Breach of Contract: The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- (i) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- (ii) Has informed the other party as soon as possible about the occurrence of such an event.
- (iii) the dates of commencement and estimated cessation of such event of Force Majeure; and
- (iv) The manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

6.2.5.3 The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

6.2.6 Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

6.2.7 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

6.3 Termination

6.3.1 By the client: The Client may terminate this Contract, by not less than fifteen (15) days' written notice of termination to the Contractor, to be given after the occurrence of any of the events specified in this clause:

- (i) if the Contractor do not remedy a failure in the performance of their obligations under the Contract, within a period of thirty (30) days, after being notified or within such further period as the Client may have subsequently approved in writing;
- (ii) within thirty (30) days, if the Contractor become insolvent or bankrupt;
- (iii) if, as the result of Force Majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (iv) within thirty (30) days, if the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- (v) Within ten (10) days, if the Contractor submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Contractor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
- (vi) within fifteen (15) days, if the Contractor, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
- (vii) if the Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days' decides to terminate this Contract.

6.3.2 By the Contractor: The Contractor may terminate this Contract, by not less than thirty (30) day's' written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:

- (i) if the Client fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue; or
- (ii) if, as the result of Force Majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

6.3.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Contractor's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 6.4.6 hereof, (iv) the rights of indemnity of the Client specified in clause 6.12.2 and (v) any right which a Party may have under the Applicable Law.

6.3.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the

Contractor and equipment and materials furnished by the Client, the Contractor shall handover all project documents under procedure described in this contract.

6.3.5 Payment upon termination: Upon termination of this Contract, the Client will make the following payments to the Contractor:

- (i) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- (ii) If the Contract is terminated pursuant to Clause 6.3.1 (i), (ii), (iv), (v) or (vi), the Contractor shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The contractor will be required to pay any such liquidated damages to Client within 30 days of termination date.

6.3.6 Disputes about Events of Termination: If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

6.4 Obligations of the Contractor

6.4.1 General: The Contractor 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 good industry practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Contractor 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-contractor or third parties. Since the Delhi Mumbai Industrial Corridor project is to be implemented as a joint venture between State Government and DMICDC, any State Government agency as appointed by the State Government is to be continuously consulted, besides the Client, as a major stakeholder in the Project.

6.4.2 Conflict of interest

6.4.2.1 Contractor Not to Benefit from Commissions, Discounts, etc.: Contractor 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 Contractor shall use their best efforts to ensure that the Personnel, any Sub-contractor and agents of either of them, similarly shall not receive any such additional remuneration.

6.4.2.2 Contractor and Affiliates Not to Engage in Certain Activities: The Contractor agree that, during the term of this Contract and after its termination, the Contractor and their affiliates, as well as any Sub-contractor and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.

6.4.2.3 Prohibition of Conflicting Activities: Neither the Contractor nor their Sub-contractor nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (i) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
- (ii) after the termination of this Contract, such other activities as may be specified in the SC.

6.4.3 Confidentiality: The Contractor, their JV partner, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client. The contractor shall not be sharing any data /information with any third party without prior approvals of the client in writing.

6.4.4 Contractor's Actions Requiring Client's Prior Approval: The Contractor shall obtain the Client's prior approval in writing before taking any of the following actions:

- (i) entering into a subcontract(sub-contractor services) for the performance of any part of the Services, it being understood (i) that the selection of the Sub contractor and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, (ii) that the Contractor shall remain fully liable for the performance of the Services by the Sub contractor and its Personnel pursuant to this Contract, (iii) The sub-contracting would be restricted unless specifically approved by the client (iv) the Client will be provided by the Contractor with particulars (name, financial & technical background, sub-contracting fee) of the sub-contractor.
- (ii) appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and
- (iii) any other action that may have not been specified in the SCC.

6.4.5 Reporting Obligations: The Contractor shall submit to the Client the reports and documents specified in TOR, in the numbers, and within the periods set forth in this contract. Contractor shall submit format for the report within one week of commencement of assignment for approval of the Client/PMC.

6.4.6 Documents Prepared by the Contractor to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Contractor pursuant to this contract shall become and remain the property of the Client, and the Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Contractor may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

6.4.7 Liability of the Contractor: Subject to additional provisions, if any, set forth in the SCC, the Contractors' liability under this Contract shall be as provided by the Applicable Law.

6.4.8 Insurance to be taken out by the Contractor: The contractor is liable to pay compensation to any injury/ loss/ damage as per applicable Indian Laws. Contractor is advised to take the applicable insurance, if the contractor so desires. However, under all circumstances contractor is liable to pay for such loss/ payments/ compensation.

6.4.9 **Safety:** The contractor and its personnel shall adhere to all safety norms to ensure that none of its person, equipment or any third party property or life is endangered or at risk. The contractor shall prepare a safety manual ad submit the same with the client.

1. Carrying out the subject work with your men & equipment and as per our specification and relevant IS Codes/MORTH specification.
2. The agency shall give utmost importance to safety and quality of work.
3. The agency shall work as per directions of our Engineers/PMC at site.
4. The agency to make necessary arrangement by themselves for local liaison and clearances from state authorities.
5. The agency shall make necessary arrangements for approach to the test point and shall take due precautions to safeguard underground utilities, if any.

6.5 Contractors' personnel

6.5.1 Description of Personnel

6.5.1.1 The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Contractors' core team are described in this contract. The core team are hereby approved by the Client. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned may be increased by agreement in writing between the Client and the Contractor, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in this Contract.

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

6.5.2 Removal and/or Replacement of Key Personnel

6.5.2.1 The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation

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

6.5.2.3 The Contractor shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall be borne by the Contractor.

6.6 Obligations of the client

6.6.1 Assistance and Exemptions: Unless otherwise specified in the SC, the Client will use its best efforts to ensure that the Government will provide the Contractor, Sub-contractor and Personnel with required permits and such other documents/letters as necessary to enable the Contractor, Sub-contractor or Personnel to perform the Services:

6.6.1.1 Assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;

6.6.1.2 Facilitate prompt clearance through customs of any property required for the Services;

6.6.1.3 Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

6.6.2 Access to land: The Client warrants that the Contractor shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services.

1. Providing survey assistance for identifying test locations.
2. Providing details of utilities layout /concerned authority at the test locations prior to commencement of the activities, for agency to coordinate, if available in records.
3. Approve Layout plan showing the proposed borehole locations.
4. Assist in removing all over ground and underground man-made obstructions from the test locations.
5. Letters to concern authorities for necessary permission to conduct field tests.

6.7 Payments to the contractor

6.7.1 Payment terms: The Contractor total cost including Out of Pocket expenses shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-contractors' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Contractor in carrying out the work. In addition to these, any conditions mentioned in the SCC shall also be applicable to this contract. The Contract Price may only be increased, if the parties have agreed to additional payments in accordance with relevant clauses hereof.

6.8 Settlement of Disputes

6.8.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

6.8.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SCC.

6.9 Responsibility for accuracy of project documents

6.9.1 General

6.9.1.1 The Contractor shall be responsible for accuracy of the Design methodology, tests, drawings, reports and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Contractor will also be responsible for correcting, at his own cost and risk, the drawings including any investigations and correcting layout etc. if required during the execution of the Services.

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

6.10 Liquidated damages

If the selected Contractor fails to complete the Assignment, within the period specified under the contract, the contractor shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.

6.11 Representation, warranties and disclaimer

6.11.1.1 The Contractor represents and warrants to the Client that:

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

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

6.11.1.4 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;

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

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

6.11.1.7 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;

6.11.1.8 there are no actions, suits, proceedings, or investigations pending or, to the Contractor'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 Contractor under this Contract or materially affect the discharge by the Contract of its obligations under the Contract.

6.11.1.9 no representation or warranty by the Contractor 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,

6.11.1.10 no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Contractor, 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.

6.12 Miscellaneous

6.12.1 Assignment and Charges

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

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

6.12.2 Indemnity: The Contractor agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Contractor of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Contractor including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Contractor of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Contractor from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

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

6.12.4 Entire contract: All NIT, RFP/RFQ/Queries & correspondence(s) and contract shall constitute to be the part of this contract

6.12.5 Waiver

6.12.5.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:

(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 authorised representative of such Party; and

(iii) shall not affect the validity or enforceability of the Contract in any manner.

- 6.12.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.
- 6.12.6 Survival: Termination of the Contract (a) shall not relieve the Contract or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.
- 6.12.7 Notices: Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.
- 6.12.8 Severability: If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.
- 6.12.9 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.
- 6.12.10 Language: All correspondence/submittals/notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified the SCC.
- 6.12.11 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.
- 6.12.12 Counterparts: The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract.

III. Special Conditions of Contract

6.13 The Special Conditions of Contract

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

6.13.1 The Member in-charge is [name of contractor].

6.13.2 The language is English.

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

6.13.4 The contractor address is [name, designation, telephone, facsimile, address].

6.13.5 The Authorized Representative for the client is [name, designation].

6.13.6 The Authorized Representative for the contractor is [name, designation].

6.14 For domestic contractor's personnel and foreign contract personnel who are permanent residents in India All the personnel mobilised for this work shall pay the taxes, duties, fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client will perform such duties in regard to the deduction of such tax as may be lawfully imposed or contractor shall submit proof of such deductions at the time of payment .The contractor shall pay all toll/entry tax for mobilisation of resources as applicable .

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

6.16 The duration of assignment shall be 3(three) months, supplementary work orders shall specify time limits.

6.17 Limitation of the Contractors' Liability towards the Client

a) Except in case of negligence or wilful misconduct on the part of the Contractor or on the part of any person or firm acting on behalf of the Contractor in carrying out the Services, the Contractor, with respect to damage caused by the Contractor to the Client's property, 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 (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Contractor hereunder, or (ii) the proceeds the Contractor may be entitled to receive from any insurance maintained by the contractor to cover such a liability, whichever of (i) or (ii) is higher.

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

6.18 Risks and coverage

a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Contractor or their Personnel or any Sub contractor or their Personnel for the period of Works Contract.

- b) Third Party liability insurance with a minimum coverage, for Rs.10, 00,000/- (Rupees Ten lakhs) for the period of Works Contract.
- c) Employer’s liability and workers’ compensation insurance shall be in respect of the Personnel of the Contractor and of any Sub contractor, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.
- d) 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.

6.19 **Payment Schedule.** Fee will be paid in accordance with the following reports / milestone base payment schedule:

S. No.	Milestone	Payment (in percentage of total cost of Work Order)
1.	Commencement of Geotechnical Investigation	10% of the value of work order
2.	Completion of Geotechnical Investigation	50 % Value of work measured
3.	Preliminary report	30% of the value of work measured
4.	Final report and acceptance by Client	Balance cost of Work order.

1. Based on your offer the approximate value of work comes to Rs. ----- (-----). However, exact amount payable shall be arrived based on actual quantity of work performed at site/lab according to unit rates as per Annexure- C. All applicable taxes are included in the quoted price.
2. Item-wise rates indicated in ‘Priced bill of Quantities’ and enclosed separately in Annexure-C along with this work order.
3. TDS as per prevailing rates in force shall be deducted from the bill.
4. Payments shall be released as per our Engineer in-charge/ PMC certification with proper document

Final bill along will be paid on completion of entire work including any corrections in the final report.

Coordination, technical support and other activities related to all utilities, trunk infrastructure of ECC project continue as part of responsibility of the Contractor throughout the engagement of the Contractor and are not specific to any milestone. The contractor shall make key personnel available for any consultation till end of 1 year from

the date of acceptance of report.

Each milestone to be designated as complete and eligible for payment must be approved by PMC. The contractor shall ensure that all submissions with regard to each milestone shall cover full scope under the respective deliverable. Contractor shall submit the milestone so as PMC/ Client have at least 21 days to check for completeness, review and comments. Incomplete submissions shall be returned to Contractor. Subsequent submissions (revised) may have a shorter review period of 7 to 14 days if the contractor has addressed all the comments in the previous submissions. The contractor will address the review comments of each milestone within maximum of 3 submissions (one original and two resubmissions). The contractor shall account for appropriate time in their base line schedule. Under no circumstances, the contractor is eligible for payment if milestone is not approved by PMC and Client. However in respect of Draft Preliminary Design Report milestone deliverable, the payment shall be made on completeness of submission.

Payment shall be made within 15 days of receipt of the invoice and approval of the relevant deliverables. However, the final payment on achievement of all milestones shall be made within 60 days of receipt of invoice by the Client.

Deductions from the billed invoice, in case of unsatisfactory work, the client may withhold part of due payment till acceptance of the specified reports.

6.20 Performance security

- (i) The Contractor 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 Contractor of its obligations under this Contract, in the form set out in this contract, in an amount equal 5 (five) percent of the total cost of Financial Proposal under this Assignment. Further, in the event the term of this Contract is extended, the Contractor 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 5 (five) percent of the total cost of Financial Proposal under this Assignment.
- (ii) The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Contractor is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Contractor 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.}
- (iii) The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of twelve (12) months 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 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 Contractor 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

will refund to the Contractor 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 will be returned to the Contractor; provided that the Client will not be liable to pay any interest on such balance. The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Contract, the Performance Security will, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of twelve (12) months from the date of submission of the last deliverable under this Contract.

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

- a) the Contractor becomes liable to pay liquidated damages;
- b) occurrence of any of the events listed in sub-clauses (i) through (vii) of Clause 6.3.1 of the GCC;
- c) any material breach of the terms hereof; and/or
- d) without prejudice to paragraph above, the Contractor fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract.

6.21 Dispute settlement: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi 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.

List of Annexures

Annexure A : Form of Bank Guarantee for Performance Security

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

Ref.: Bank Guarantee:

Date:

Dear Sir,

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

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

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

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

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the client may have in relation to the Contractor's liabilities.

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

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

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of contractor] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in SCC.

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

Annexure B : Brief Profile of the Project Area

1. Introduction

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 1,504 km.

Further, Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC), a special purpose company was incorporated to establish, promote and facilitate development of Delhi Mumbai Industrial Corridor Project. The project is now moving into the actual implementation of the 1st Phase of the new cities being planned under DMIC project.

DMICDC works with Stake holders for undertaking various project development activities including but not limited to feasibility studies, preparation of master plans and development plans. PMC appointed for the project will coordinate various activities for the work under this contract.

2. Exhibition cum Convention Centre , Dwarka , Delhi

The Master Plan for ECC, Dwarka) has been completed and shall available at www.dmicdc.com. The proposed development identified in the Master Plan has been divided into 2 phases with a preliminary list of potential projects in each phase.

The ECC is pilot for India, one characterized by the creation of new centres for excellence, trade, Business Avenue and employment enabled by high quality infrastructure and located along India's Capital with strategic commercial and business activities. It is emblematic of India's growing significance as an emerging economic superpower on the world stage. The ECC will establish a 'new arena' based on a permeable and legible street hierarchy with strong links that create highly connected local centres, accessible trading hubs and walkable neighbourhoods. Innovative building typologies (adopting green standards) for a range and mix of uses, tenures and densities will be provided, along with a rich green network of parks, open spaces and theme parks.

Sustainability principles -environmental, economic and social - will underpin all levels of design, infrastructure, implementation and governance of the region. Dwarka ECC will not only serve as the national exemplar for regulated (economically driven) Centre, it will also set global standards on resource global fund raising , strategic business avenues ,mobilisation, public – private partnerships, environmental and cultural exchange programmes.

DMICDC has appointed PMC for Phase-1 of ECC. The PMC 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 India. The PMC is entrusted to supervise this work during execution and review the reports by the contractor.

Development Plan Area of ECC



Layout drawing – Google Image

Town Planning Scheme 1 – Final plots

3. Development Scheme Post preparation of the Development Plan, there has been progress on many fronts towards realizing the vision of ECC. The main effort for this was undertaken under the scope of PMC. All planning, design, engineering and procurement action shall be in consultation with PMC.

4. Infrastructure

4.1 The site is located in South West of Delhi State, well connected through road and rail network. The source of the Potable water for this area will be from the water point at the junction of Sector -19, Dwarka, DJB which is located at an approximate distance of 1.5 km on the north-west side of ECC area. Local labour manpower is available. Contractor has to mobilise specialised equipments and trained manpower for execution of work as per the contract.

4.2 Quality Control – DMICDC insists all works under this contract shall be as per the highest standard of work and good industry practices. The reports generated shall be of high quality for incorporation in the International Competitive Bidding for this project.

Annexure C : Bill of Quantities for the GEOTECH INVESTIGATION AT ECC, DWARKA**Exact Quantity shall be as per Work Order****ITEM NO -1 – Field Tests.**

Sl. No.	Item No.	Description of Work	Unit	Quantity	Rate Rs. Per work	Amount
		Field Tests				
1		Mobilization of necessary plant, equipment, Men and materials for the complete geo-technical investigation work as per specification, drawing and instruction of the engineer and to complete the within the stipulated time schedule and demobilization.	LS	1		
2		Making 150mm nominal diameter bore holes at various locations of building/structure in all types of soils including laterite using suitable approved method of boring including chiselling, cleaning, providing casing pipe as required or as directed, performing standard Penetration Tests (As per IS:2131)and collection of UDS shall be conducted alternatively at every 1.0m interval up to 8.0m and 1.5m intervals below 8.0m to 20.0m and at 2.0m interval thereafter (if UDS cannot be collected of water samples and disturbed soil samples)observations such as ground water etc. transportation of all the collected samples to the laboratory and back filling to bore holes on completion of the same, complete as per specification and instruction of the engineer, for depth below Natural Ground Level as given .	Each	162		
	A	Shifting of Rig to the site.	Each	All Inclusive		
	B	Setting up of Rig at each bore hole	Each	All Inclusive		
	C	Boring all types of soils on land & submersible area 0 to 10m	Each	All Inclusive		
	D	Boring all types of soils on land & submersible >10m upto 20m	Each	All Inclusive		
	E	Boring all types of soils on land & submersible >20m upto 30m	Each	All Inclusive		
	F	Boring all types of soils on land & submersible >30 m upto 40m	Each	All Inclusive		
	G	Drilling through Rock	Actual			

Sl. No.	Item No.	Description of Work	Unit	Quantity	Rate Rs. Per work	Amount
		Drilling through rock with Nx Size double tube core barrel upto A depth as specified in SCC below GL/bed level using TC bit / Diamond bit as per specification ,SCC Scope of work and Direction of Engineer in –charge . Note:- (1) –Boring depth shall be measured from Ground level /River Bed level .Depth of actual rock strata drilled shall be Considered for Payment. (2)- Rate shall be inclusive of grouting back the boreholes as specified including cost for material, equipments and labour. (3)- Core recovery >25 % shall be designated as rock. (4)- Recording of rock core characteristics shall be as per specification.				
	H	Conducting fields CBR tests in soaked condition as per IS code and analysing the results.	Each	100		
3		Trial pits of 3.0m×3.0m×3.0m deep including backfilling with proper compaction, obtaining undisturbed samples and bulk	Each	10		
4		Plate Load test as per IS code. At a specified depth including all excavation, test setup, dial gauges, backfilling with proper compaction complete.	Each	10		
		TOTAL FIELD TESTS - A				

**Item NO -2 Approximate Bill of Quantities for the Soil Investigation Works-
Laboratory Works**

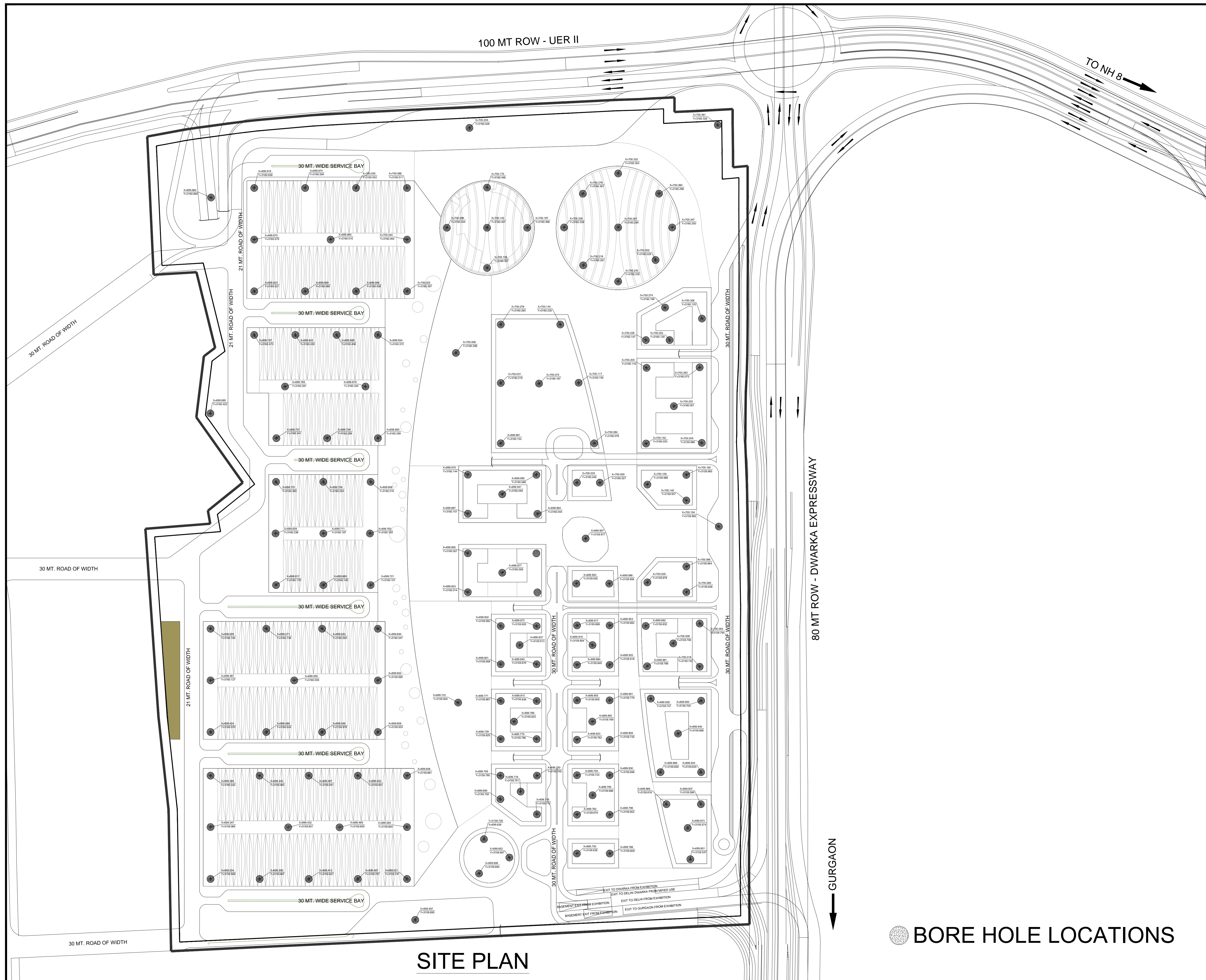
Sl. NO.	Item no.	Description of work	Unit	Quantity	Rate Rs. Per work	Amount
5		Laboratory tests- conducting various Laboratory tests on soil sample as relevant IS codes including preparation of soil samples to determine the following properties-				
	A	Bulk density and moisture content	Nos	650		
	B	Sieve analysis	Nos	650		

Sl. NO.	Item no.	Description of work	Unit	Quantity	Rate Rs. Per work	Amount
	C	Hydrometer analysis	Nos	650		
	D	Liquid limit, plastic limit & Shrinkage limit	Nos	650		
	E	Specific gravity of Rock sample	Nos	650		
	F	Swell pressure	Nos	650		
	G	Free swell index	Nos	650		
	H	Consolidation test	Nos	650		
	I	Direct shear test	Nos	650		
	J	Triaxial shear test	Nos	650		
	K	Vane shear Test	Nos	650		
	L	Standard Proctor compaction test	Nos	650		
	M	Chemical analysis of water sample (chlorides, ph. value, carbonate, nitrates)	Nos	10		
	N	Chemical analysis of soil sample) 2:1.SO ₃)	Nos	5		
	O	Unconfined compressive strength	Nos	5		
6		Electric Resistivity Test (ERT)	Nos	1		
7		Ground water monitoring wells.	Nos	1		
8		Conducting Lab. CBR tests as per IS code and analysing the results.	Nos	1		
9		Preparation of comprehensive soil report including compilation of test data and submission of investigation report along with recommendations 6 hard copies and 2 soft copies	LS	1		
		TOTAL LAB TESTS - B				
		Total value of works (A+B)				
		Add Services Tax (which is extra)				
		GRAND TOTAL				

Grand Total (in words) _____

A. Technical conditions

1. Soil boring (150mm.Dia Hole) shall be terminated at the specified depth below the existing ground level or on reaching of hard stratum/rack, to be defined as $N > 100$.in case, rock encounters necessary chiselling will be done to confirm the hardness of the stratum and 'NX' size drilling will be started to extend the holes(s) further rock to a depth of 1 m in competent rock having core recovery $\geq 60\%$.
2. Site work shall be carried out as per directions of Engineer.
3. Depth of trial pit shall be as per requirement of plate load test or as per directed by our Engineer in charge at site.
4. Plate load tests will be conducted at a depth of maximum 3.0m
5. Field vane shear test will be conducted up to a depth where N value < 4
6. Additional Works as above may be assigned as per separate work order.
7. Contractor shall preserve collected samples for a minimum period of 1 year.



- General Notes**
- DO NOT SCALE FROM THE DRAWINGS.
 - STRUCTURAL DRAWINGS SHALL BE READ IN CONJUNCTION WITH RELEVANT ARCHITECTURAL AND SERVICES DRAWINGS.
 - UNLESS SPECIFIED OTHERWISE, ALL LEVELS SHOWN IN STRUCTURAL DRAWINGS ARE STRUCTURAL LEVELS ONLY.
 - ALL DIMENSIONS AND LEVELS ARE IN METER UNLESS NOTED OTHERWISE. ALL DIMENSIONS AND LEVELS TO BE VERIFIED ON SITE & APPROVED BY THE ENGINEER.
 - ANY DISCREPANCY NOTED BETWEEN DETAILS IN THE DRAWINGS/SPECIFICATIONS SHALL BE BROUGHT TO THE NOTICE OF CONCERNED ENGINEER PRIOR TO THE CONSTRUCTION.

Special Note:

*THE DEPTH OF BORE SHALL BE GREATER OF 30 MTR BELOW THE LOWER MOST BASEMENT OR HEIGHT OF THE BUILDING ABOVE THE BASEMENT FINISHED TOP-TERRACE, WHICH EVER IS GREATER. IN CASE OF ROCKS, THE DEPTH OF BORE HOLE SHALL BE UP TO REFUSAL.

*TOTAL NO. OF BORE HOLES : 162.

*TOTAL PLOT AREA : 895544 M².

*AVG. APPROX. SPACING : 74.3M x 74.3M.

Rev	Description	SK Edit by	GT Ckd. by	SA App. by	30-12-2016 Date
R0	GOOD FOR CONSTRUCTION				

Client:-

DMICDC
 ROOM NO. 341B, 3RD FLOOR,
 HOTEL ASHOK, DIPLOMATIC ENCLAVE 50B
 CHANKYAPURI,
 NEW DELHI-110021

Project Name :-

**EXHIBITION CUM CONVENTION CENTER AT
 DWARKA NEW DELHI**

AECOM

3rd Floor, Tower A, Building 8,
 DLF Cyber City - Phase-II,
 Gurgaon - 122002, Haryana, India
 Ph: 0124-4871400

Dwgs. Title:-

**ECC SITE PLAN-
 BORE HOLE LOCATIONS**

Drawn By.- SK	Ckd. By.- GT	App. By.- SA
Date:- 30-12-2016	Scale:- AS SHOWN@A1	
CAD File.- ECC-ACM-SS-CD-DWG-1001	Drawing No.- DWG-1001	
Drawing Status.-	Revision:- R0	
GOOD FOR CONSTRUCTION		

BORE HOLE LOCATIONS

SITE PLAN

ECC - BORE LOG FOR GEOTECHNICAL INVESTIGATION

Sr. No.	Building Block	Type of Buildings	Bounded By	Depth of Hole
1	Block No. 1	Exhibition	a) N=E28°33'26.6" E=77°02'37.2"	30 M
			b) N=28°33'22.0" E=77°02'43.9"	30 M
			c) N=28°33'18.6" E=77°02'39.1"	30 M
			d) N=28°33'17.9" E=77°02'40.3"	30 M
			e) N=28°33'13.4" E=77°02'34.6"	30 M
			f) N=28°33'18.4" E=77°02'31.5"	30 M
			g) N=28°33'19.0" E=77°02'30.6"	30 M
2	Block No. 2	Exhibition	a) N=28°33'15.6" E=77°02'29.0"	30 M
			b) N=28°33'12.6" E=77°02'33.4"	30 M
			c) N=28°33'08.4" E=77°02'29.8"	30 M
			d) N=28°33'11.4" E=77°02'25.4"	30 M
3	Block No. 3	Exhibition	a) N=28°33'12.1" E=77°02'21.9"	30 M
			b) N=28°33'07.2" E=77°02'29.2"	30 M
			c) N=28°33'02.0" E=77°02'24.7"	30 M
			d) N=28°33'01.2" E=77°02'25.8"	30 M
			e) N=28°32'57.0" E=77°02'22.2"	30 M
			f) N=28°33'02.7"	30 M

			E=77°02'13.7"	
4	Block No. 4	Convention Centre	a) N=28°33'18.5" E=77°02'45.2"	30 M
5	Block No. 5	Arena	a) N=28°33'14.6" E=77°02'50.8"	30 M
6	Block No. 6	Retail	a) N=28°33'15.2" E=77°02'42.9"	30 M
			b) N=28°33'13.1" E=77°02'45.9"	30 M
			c) N=28°33'07.2" E=77°02'43.2"	30 M
7	Block No. 7	Hotel (5 star)	a) N=28°33'12.2" E=77°02'49.5"	30 M
			b) N=28°33'10.2" E=77°02'52.5"	30 M
			c) N=28°33'04.3" E=77°02'47.4"	30 M
			d) N=28°33'06.3" E=77°02'44.5"	30 M
8	Block No. 8	Hotel (5 star) Office	a) N=28°33'10.7" E=77°02'36.9"	30 M
			b) N=28°33'06.7" E=77°02'42.8"	30 M
			c) N=28°33'01.5" E=77°02'39.1"	30 M
			d) N=28°33'05.9" E=77°02'32.7"	30 M
9	Block No. 9	Office	a) N=28°33'05.9" E=77°02'44.1"	30 M
			b) N=28°33'04.3" E=77°02'46.5"	30 M
			c) N=28°32'59.5" E=77°02'42.3"	30 M
			d) N=28°33'01.1" E=77°02'39.9"	30 M
		Hotel (4 star)	a) N=28°33'04.6"	30 M

10	Block No. 10	Office Serviced Apartments	E=77°02'33.7" b) N=28°33'01.1" E=77°02'38.8" c) N=28°32'56.3" E=77°02'34.6" d) N=28°32'59.7" E=77°02'29.5"	30 M 30 M 30 M
11	Block No. 11	Hotel (4 star) Office	a) N=28°33'00.6" E=77°02'39.5" b) N=28°32'58.6" E=77°02'42.5" c) N=28°32'52.7" E=77°02'37.3" d) N=28°32'54.2" E=77°02'35.0"	30 M 30 M 30 M 30 M
12	Block No. 12	Hotel (3 star) Office	a) N=28°32'59.3" E=77°02'29.1" b) N=28°32'55.8" E=77°02'34.2" c) N=28°32'52.1" E=77°02'31.0" d) N=28°32'54.9" E=77°02'26.9" e) N=28°32'56.0" E=77°02'26.1" f) N=28°32'57.0" E=77°02'27.1"	30 M 30 M 30 M 30 M 30 M 30 M
13	Block No. 13	Office	a) N=28°32'53.7" E=77°02'34.7" b) N=28°32'52.2" E=77°02'36.9" c) N=28°32'49.6" E=77°02'34.7" d) N=28°32'50.6" E=77°02'33.1"	30 M 30 M 30 M 30 M