

Bid Corrigendum

GEM/2024/B/5489904-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration
2. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name
National Industrial Corridor Development Corporation Limited
Account No.
3382758503
IFSC Code
CBIN0280298
Bank Name
Central Bank of India
Branch address
Hotel Ashok, Chanakyapuri, New Delhi - 110021
.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.
3. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.

8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)

Selection of Consulting Agency For Digital Solutions For Monitoring Of Industrial Corridor Projects

GeM Bid No: GEM/2024/B/5489904

BUYER ADDED BID SPECIFIC TERMS AND CONDITIONS

The bid is governed by the terms and conditions in the following order of precedence (i.e in case of same clause, the clause mentioned in **Corrigendum 1** will supersede the clause mentioned in RFP)

- Corrigendum 1 with response to Queries
- Original RFP (69 pages)

Response to Prebid queries for GeM Bid no. GEM/2024/B/5489904

S No.	Bidding document reference(s) (Page No.)	Content of tender document requiring clarification	Bidders Query	NICDC Response
1	Clause 2.12.3 Page 21	Substitution of Key Personnel	<p>The clause states that the Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health.</p> <p>We request that resignation be added as a valid and considerable reason for the substitution of key personnel. Allowing for substitutions due to resignation would help ensure that the project can continue smoothly with equally or better qualified and experienced personnel, without unduly penalizing the firm for circumstances beyond its control.</p>	RFP conditions shall remain unchanged
2	Clause 5.1 Page 45	Dashboard Visualization	<p>Clarification is required on whether the digital platform should support multi-language capabilities for the user interface and data visualization. If multi-language support is required, will there be an additional requirement for language-proficient experts to ensure accurate translation and localization of the platform's content?</p> <p>This will help in planning the necessary resources and expertise to meet the project requirements effectively.</p>	The dynamic LLM models can support multiple language integrations and cater to various audio needs. Consequently, they are recommended as the optimal solution
3	Clause 5.2 Page 45	Scope of work Data Integration related query	<p>What are the expected data formats and protocols for data integration from various stakeholders? Is there a preference for specific data standards?</p> <p>Multiple Stakeholders: In a project involving multiple stakeholders, each may use different data formats like XML, JSON, CSV, etc. Clarifying this upfront helps in designing a universal data integration strategy. This will be used in API integration of existing database.</p> <p>Specific Standards: If there's a preference for specific data standards like ISO, IEEE, or industry-specific standards.</p>	As per RFP
4	Section 5.3, Page 49	Project Deliverables and Payment terms Relaxation in timelines	<p>The timeline from the final report submission to the dashboard go-live stage is only two months. This period is crucial for data collection from different departments, API integration, monitoring, and trial runs, which typically requires more time.</p> <p>Requesting to allot additional time of one more month before go-live stage to conduct a "user acceptance test"</p> <p>Delivery of the product and steps should be linked, as the timelines can vary based on the response from stakeholders. Often, government servers and developers are slow-paced, making data fetching challenging.</p>	As per RFP

S No.	Bidding document reference(s) (Page No.)	Content of tender document requiring clarification	Bidders Query	NICDC Response
5	Section 5.3, Page 50	Annual Maintenance Contract (AMC) for the digital dashboard for 12 months post Go Live	<p>Could you please provide more details on the scope of the Annual Maintenance Contract (AMC)?</p> <p>Specifically, what types of support and services are expected to be covered under AMC, and are there any specific performance metrics or SLAs (Service Level Agreements) that need to be adhered to during the maintenance period?</p> <p>Is there a further development and modification in existing system part included in it. Resources deployed may vary accordingly.</p>	As per RFP
6	Section 5.6, Page. 50	Data Security and Prevention of Fraud	<p>Could you please provide more specific details on the required processes and standards for ensuring data security and preventing fraud?</p> <p>Are there particular security frameworks or certifications that the agency must adhere to?</p> <p>We suggest defining clear security protocols and compliance requirements to ensure that all parties have a mutual understanding of the expectations and standards to be maintained.</p>	As per NICDC standard and data privacy rules
7	Page 2.6.5 page 15	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:	Considering that the bids are uploaded over GEM, the requirement of physically signing the document may be withdrawn	As per RFP
8	2.6.8 page 16	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		
9	2.6.8.1 page 16	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.	Kindly withdraw this requirement as it may be difficult to find out the names and profiles of the staff provided for concluded projects. and it may also not be relevant to this RFP as bidders may propose a new team for this RFP. Therefore, it is requested that the clause may be amended as follows – "1. For recent assignments of similar nature, the outline should indicate, inter alia, duration of the assignment, contract amount, and firm's involvement."	As per RFP

S No.	Bidding document reference(s) (Page No.)	Content of tender document requiring clarification	Bidders Query	NICDC Response
10	2.8.4.3 page – 20	<p>Financial Eligibility The bidder should have reported an Average Annual Turnover of Rs. 200 Crore or more through consultancy assignments in last 3 consecutive financial years i.e FY 2021-22, 2022-23 & 2023-24</p>	<p>From the value of the EMD sought, the turnover criteria seem to be on higher side. It is requested that the Turnover criteria is revised to Rs. 150 crores from Rs. 200 crores. It will enable experienced and qualified bidder like semi Government, Not for Profit setup , to also participate in the bid.</p>	<p>RFP conditions shall remain unchanged</p>
11	2.8.4.4 page – 20	<p>Experience Letter of Award /Work Orders/ Completion Certificate / Substantial work completion certificates (more than 80% of assigned task) issued by Clients on its letterhead.</p> <p>Description – Experience of at least 1 (one) completed or substantially completed* consultancy project with minimum fees of INR 50 lakh in Infrastructure sector on projects pertaining to implementation of Digital Project</p> <ul style="list-style-type: none"> •Management solution for Central / State government departments / PSUs / Private Organisations • Experience of at least 2 (two) completed or substantially completed* with a minimum fees of INR 50 lakh consultancy project in Infrastructure sector on projects related to project management processes / SOP / manual / governance framework for Central / State government departments / PSUs <p>* Substantially complete: Receipt of at least 80% or more than Rs. 50 lakh of the consultancy contract value as on date of bid submission. In this regard, Bidders shall submit the statutory auditor’s certificate certifying the receipt value as on date of bid submission</p>	<p>In view of requirements of project value of Rs. 50 lakh here, the clause may be revised as – “Letter of Award /Work Orders/ Completion Certificate / Substantial work completion certificates (80% of assigned task) issued by Clients on its letterhead or by auditor of the firm.</p> <p>Description – Experience of at least 1 (one) project completed for more than the value of Rs. 50 lakh or substantially completed* consultancy project with minimum fees of INR 50 lakh in Infrastructure sector on projects pertaining to implementation of Digital Project</p> <ul style="list-style-type: none"> •Management solution for Central / State government departments / PSUs / Private Organisations • Experience of at least 2 (two) projects completed for more than the value of Rs. 50 lakh or substantially completed* with a minimum fees of INR 50 lakh consultancy project in Infrastructure sector on projects related to project management processes / SOP / manual / governance framework for Central / State government departments / PSUs <p>* Substantially complete: Receipt of at least 80% of the consultancy contract value as on date of bid submission. In this regard, Bidders shall submit the statutory auditor’s certificate certifying the receipt value as on date of bid submission</p>	<p>As per RfP</p>
12	Page - 21	<p>5. Key Experts : Bidder shall deploy the following resources during the course of engagement</p>	<p>Please specify if the indicated person are needed for both stage 1 and stage 2 of the project i.e. complete 18 months (06 months of Implementation and Go-Live, and 12 months of Project Management Services (PMS) along with Annual Maintenance Contract (AMC) both commencing parallelly after Go Live. Please also specify if they are to be deployed onsite at NICDC office at Jeevan Bharti building, CP, New Delhi on full time basis.</p>	<p>At least 2 resources required to be deployed at NICDC premises</p>

S No.	Bidding document reference(s) (Page No.)	Content of tender document requiring clarification	Bidders Query	NICDC Response
13	2.8.9 page 24	<p>Proposals will be finally be ranked in accordance with their combined technical (St) and financial (Sf) scores: $S = St \times Tw + Sf \times Fw$; where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 80:20.</p>	<p>We appreciate the concern of NICDC for giving more weightage to quality for the reason of getting better quality deliverables. We understand that in critical infrastructure project that may be relevant too. In the context of present bid of NICDC, we would like to submit that Dashboard development work and Program Management is quite in advance stage of IT and we believe that it is not as complex as deliverables in a infrastructure project. From Service provider's point of view, the scope of work of this bid also have far more less dependencies on external agencies as compared to any other Infrastructure project.</p> <p>With it's stringent provisions of qualification and evaluation, the RFP already ensures that only bidders with credit worthy background participates/ qualifies in the bid. Therefore, we request you to revise the QCBS Criteria from 80:20 to 70:30 so that bidders have some incentive to offer competitive pricing bids without compromising on technical aspects. In 80:20 QCBS criteria, there is a possibility that a bidder with slight technical advantage wins the bid with significantly higher price. We are of the opinion that 70:30 criteria may add to the objective of NICDC in finding a competent bidder with competitive price as compared to 80:30 criteria.</p> <p>We would like to highlight, that very recently DPIIT has agreed to our such request in case of their bid published by Consumer Industry Division, Vanijya Bhawan vide bid (bid no. GEM/2024/B/5262226 dated 07/08/2024), and revised the QCBS criteria from 80:20 to 70:30. The bid is under evaluation at this stage.</p>	RFP conditions shall remain unchanged
14	2.12.3 – Page 26	<p>The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction in the remuneration, prices which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e., 70%, 60% and so on</p>	<p>Considering that the project also involves significant effort from successful bidder towards Dashboad development and AMC and also the duration of the project is quit along i.e. 18 months, applying reduction on remuneration of the personnel as per indicated (italic and bold) portion of the clause, would be unfair and may result into substantial loss to the successful bidder even though there may not be any loss to NICDC on account of providing equally or better qualified and experienced personnel approved by NICDC during the implementation of the contract.</p> <p>Therefore, you are kindly requested to consider to amend the criteria as below -</p> <p>“The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances and that too by only equally or better qualified and experienced personnel.</p>	As per RFP
15	Section 2.8.4 Pg. 16	<p>Key Experts: Project Director Minimum Professional Experience: 15 years of post-qualification experience in leading and delivering economic/ industrial corridor planning / large program management engagements Similar experience in process and monitoring systems development Prior experience of delivering economic analysis and planning projects Infrastructure sector</p>	<p>The criteria mentioned “15 years of post-qualification experience” This may be restrictive in nature. It is requested to reduce the minimum professional experience of the expert to 10 years as it will allow bidders to propose best key personnels from a larger pool for the project.</p>	As per RFP

S No.	Bidding document reference(s) (Page No.)	Content of tender document requiring clarification	Bidders Query	NICDC Response
16	Section 2.8.4 Pg. 16	Key Experts: Project Governance Expert Minimum Professional Experience: 9 years of post-qualification experience in delivering project management / program management in Infrastructure sector. Prior experience in development of project governance, processes, policies, SOPs engaged in development of government monitoring systems / infrastructure projects	The criteria mentioned "9 years of post-qualification experience" This may be restrictive in nature. It is requested to reduce the minimum professional experience of the expert to 7 years as it will allow bidders to propose best key personnels from a larger pool for the project.	As per RFP
17	Section 2.8.4 Pg. 16	Key Experts: Digital Implementation Expert Minimum Professional Experience: 7 years of overall experience in delivering project management / program management / strategic initiatives in Infrastructure sector. Prior experience of delivering (completed) at least 3 digital solutions	The criteria mentioned "7 years of overall experience" This may be restrictive in nature. It is requested to reduce the minimum professional experience of the expert to 5 years and remove the sectoral specification.	As per RFP
18	Section 2.8.4 Pg. 16	Key Experts	As the scope of work include development & maintenance of a digital solution, it is requested to include the necessary technical profiles such as front-end developer, back-end developers, graphic designer, cloud management expert etc. in the RFP which are crucial for delivery the project.	As per RFP
19	Section 2.8.4 Pg. 16	Financial Eligibility: The bidder should have reported an Average Annual Turnover of Rs. 200 Crore or more through consultancy assignments in last 3 consecutive financial years i.e FY 2021- 22, 2022-23 & 2023-24. The Applicant should have positive net worth as per last audited financial accounts	It is requested to add the below in the given criteria, as the issuance of audited financial reports for the FY 2023-24 may still be under process. This may restrict the participation of quality bidders. "In case Audited Financials are not available for the financial year 2023-2024, then the Bidder should submit the details for the financials years 2020-21, 2021-22 & 2022-23 and the same will be considered to fulfil these criteria."	Please refer Corrigendum-I
20	Section 2.8.4 Pg. 17	Key Experts	It is requested to clarify if the key resources are to be deployed at the premises of NICDC and provide a detailed deployment schedule.	At least 2 resources required to be deployed at NICDC premises
21	Section 2.8.5 Pg. 18	Key Personnel Evaluation	It is requested to provide detailed criteria and marking distribution for technical evaluation of the key resources based on qualification and experience.	As per RFP
22	Section 2.8.5 Pg. 18	Firm's Evaluation: Experience of working in 3 (three) completed / ongoing consultancy services assignments involving development of project governance / process development / SOP development with Ministries / departments / autonomous bodies of Central & State Government, Public Sector Undertakings, completed, in the last Seven (7) years from the date of Bid submission, covering sectors / areas related to Infrastructure in India.	It is suggested to include assignments involving IT Strategy/Roadmap Preparation, IT-related Programme Management also in the similar experience which shall make the criteria more inclusive & aligned with the scope of work	As per RFP
23	Section 5.2 Pg. 45	A digital monitoring solution (including a data visualization dashboard with a user interface design) to be designed to get a comprehensive view on the progress made in development of the industrial corridors under the program	It is requested to provide detailed requirement on data visualizations elements to be developed and its capabilities.	Datasets will be updated in near-real time and will require dynamic visualizations and elements to be developed
24	Section 5.2 Pg. 46	Utilize generative AI to automate data collection and initial analysis, reducing manual workload and improving accuracy The rationale of AI analytics and exact outcomes including efficiencies to be presented to NICDC for approval.	It is requested to specify the use cases for Gen AI to be implemented.	GenAI will answer queries that are dynamic in nature with use cases that are dynamic as the dataset will be nearly real-time with periodic retraining and updation to meet necessary requirements

S No.	Bidding document reference(s) (Page No.)	Content of tender document requiring clarification	Bidders Query	NICDC Response
25	Section 5.2 Pg. 46	General Query	It is requested to clarify if NICDC shall be responsible for providing the necessary dataset/ documents/ content for training of generative AI. Also, please clarify if the cost of any license/specific infrastructure or associated costs to implement AI use case are to be borne by the bidder.	1. NICDC shall provide the necessary dataset/ documents/ content for training of generative AI. 2. The cost of any infrastructure shall be borne by NICDC and license cost related to AI chat shall be borne by the bidder.
26	Section 5.2 Pg. 49	Develop Application Programming Interfaces (API) with Primavera P6 / Microsoft Projects / 3D BIM Suites (for viewing of the 3D BIM models only), Arc GIS shape files, .kml, AutoCAD drawings, MS excel sheets, etc. to ensure that requisite information is integrated with the digital platform. Specific data sets / parameters to be updated shall be discussed during the solution discovery phase	Please clarify, the bidder shall only consume the APIs for data pull from the mentioned external systems; the APIs shall be developed/ provided by the external agency for integration.	Assessment to be made by the bidder for the third party API integration and New API to be developed by the bidder.
27	Section 5.3 Pg. 49	Project Deliverables and Payment terms	It is requested to appoint a Nodal Officer for providing concurrence on the deliverables. It is also to be mentioned any delay in approval by NICDC may not be attributed to the bidder. In case, no response is received from NICDC within 7 days from the date of submission, the work/ deliverable/ submission shall be deemed approved	The request will be established before the commencement of the project.
28	Section 5.3 Pg. 49	General Query	It is requested to mention the number of integrations to be done for estimation of effort. It is also requested to provide the details including technology stack of any existing NICDC system which shall be integrated.	The dataset will be updated in near real-time and will necessitate consistent retraining to meet requirements
29	Section 5.3 Pg. 49	Project Deliverables and Payment terms	It is requested to specify the number of resources and profiles to be deployed during the Project Management Services (PMC) period of 12 months post Go Live	As per RFP
30	Section 5.6 Pg. 50	Data Security and Prevention of Fraud	It is suggested to include security audit by a 3rd party for certification in the SoW. The cost of the audit shall be borne by NICDC, and the agency shall only provide the necessary support for the audit	As per RFP
31	Section 5.8 Pg. 50	Indicative assistance by Client	It is requested to clarify that the necessary IT infrastructure for development/production environment and hosting services are to be provided by the bidder and any delay on part of CSP may not be attributed to the bidder.	As per RFP
32	Section III Pg. 61	Special Conditions of Contract: Limitation of the Consulting agency's Liability towards the Client	It is requested to limit the liability of the bidder to 1x of the contractual bid value	As per RFP
33	General	Bid Submission end date & time	It is requested to extend the RFP submission deadline by minimum of two weeks. The interested bidder shall require more time to prepare relevant response and arrange necessary documentary proofs required to pursue the opportunity.	As per RfP

GEM/2024/B/5489904- Selection of Consulting Agency For Digital Solutions For Monitoring Of Industrial Corridor Projects

CORRIGENDUM 1			
Sl.no.	Clause no./ Reference	Original Clause	Revised Clause (Deletion are indicated with a strikethrough and addition are highlighted by an underline)
1.	Clause 2.8.4 Minimum Eligibility Criteria: S. No 3. Financial Eligibility	The bidder should have reported an Average Annual Turnover of Rs. 200 Crore or more through consultancy assignments in last 3 consecutive financial years i.e FY 2021-22, 2022-23 & 2023-24. The Applicant should have positive net worth as per last audited financial accounts. *The Turnover mentioned above shall supersede the turnover value displayed in Gem bid documents.	The bidder should have reported an Average Annual Turnover of Rs. 200 Crore or more through consultancy assignments in last 3 consecutive financial years i.e FY 2021-22, 2022-23 & 2023-24. The Applicant should have positive net worth as per last audited financial accounts. <u>In case Audited Financials are not available for the financial year 2023-24, then the bidder should submit the details for the financial years 2020-21, 2021-22 & 2022-23 and the same will be considered to fulfil these criteria.</u> *The Turnover mentioned above shall supersede the turnover value displayed in Gem bid documents.
2.	Clause 5.2 Broad scope of services: sl. No. 2	Present the progress development of each node identified under the corridors based on the Perspective Plans/Master Plans/approved PDRS etc.	Present the progress development of each node identified under the corridors <u>node identified under the corridors</u> and node based on the Perspective Plans/Master Plans/approved PDRs etc.
3.	Clause 5.2 Broad scope of services: sl. No. 4	Monitor key socio-economic indicators to provide planning inputs for various facilities under each node other than industrial	Record and Mm monitor key socio-economic indicators to provide planning inputs for various facilities <u>planned</u> under each node other than industrial
4.	Clause 5.2 Broad scope of services: sl. No. 6	Capture information from stakeholders in line with approved protocols, monitor responsiveness and adherence of timelines of information sharing by various stakeholders	Capture <u>Collect</u> information from stakeholders in line with approved protocols, monitor responsiveness and adherence <u>adhere of to</u> timelines of information sharing by various stakeholders
5.	Clause 5.2 Broad scope of services: Stage 1. Under Point 1	Identify the data sources for various users from various sources. List out all the relevant possible sources	Identify the data sources for various users from various <u>different</u> sources. List out all the relevant possible sources <u>and collect all the data for use.</u>

GEM/2024/B/5489904- Selection of Consulting Agency For Digital Solutions For Monitoring Of Industrial Corridor Projects

CORRIGENDUM 1			
Sl.no.	Clause no./ Reference	Original Clause	Revised Clause (Deletion are indicated with a strikethrough and addition are highlighted by an underline)
6.	Clause 5.2 Broad scope of services: Stage 1. Under Point 1	Formulate data collection protocols, including frequency for collecting data	Formulate data collection protocols, including frequency for collecting data <u>and collect the data for updation and use in the dashboard system.</u>
7.	Clause 5.2 Broad scope of services: Stage 1. Under Point 2: Establishment of a progress monitoring cell	Setting up of a Program Monitoring Cell (PMC) to overview and keep a record of the progress.	Setting up of a Program <u>Progress</u> Monitoring Cell (PMC) to overview and keep a record of the progress.
8.	Clause 5.2 Broad scope of Services: Stage 2: DEVELOPMENT, UAT AND GO-LIVE OF DIGITAL SOLUTION.	Enter the data for 1 node of 1 corridor in the digital platform (based on data provided by NICDC) prior to go-live of the solution.	Enter the data for 1 node of 1 <u>11</u> corridors in the digital platform (based on data provided by NICDC) prior to go-live of the solution.

NICDC

National Industrial Corridor Development Corporation

National Competitive Bidding (NCB)

**SELECTION OF CONSULTING AGENCY FOR DIGITAL
SOLUTIONS FOR MONITORING OF INDUSTRIAL CORRIDOR
PROJECTS**

Request for Qualification (RfQ)

cum

Request for Proposal (RfP)

Oct 2024

National Industrial Corridor Development Corporation Limited (NICDC)

8th Floor, Tower-1, LIC, Jeevan Bharti Building,

Connaught Place

New Delhi-110001

Tel: +91 11 23317884-8

NICDC
National Industrial Corridor Development Corporation Limited
NATIONAL COMPETITIVE BIDDING (NCB)

**Request for Proposal (RfP) for Selection of Consulting Agency for Digital
solution for monitoring of Industrial Corridor Projects**

National Industrial Corridor Development Corporation (NICDC) Limited, an ISO 9001:2015 certified organisation is a Special Purpose Vehicle (SPV) under the Administrative Control of DPIIT, Ministry of Commerce & Industry that carries out project development activities and coordinates the implementation of various Industrial Corridor projects under its flagship 'National Industrial Corridor Programme'.

NICDC Limited invites proposals for Selection of Consulting Agency for Digital solution for monitoring of projects of various corridor programs under NICDC. This initiative aims to enhance efficiency, productivity, and sustainability across all phases of development. The salient features of the assignment, eligibility criteria and prescribed formats for submission can be accessed in the RfQ cum RfP document uploaded on the website: www.nicdc.in or from GeM Portal (<https://gem.gov.in/>).

National Industrial Corridor Development Corporation Ltd.

8th Floor, Tower-1, LIC, Jeevan Bharti Building, Connaught Place

New Delhi-110001

Tel: +91 11 23317884-8

CIN: U45400DL2008PLC172316

Email: contactus@nicdc.in

Disclaimer

1. This RfP document is neither an agreement nor an offer by the National Industrial Corridor Development Corporation Limited (NICDC) 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. NICDC 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 NICDC 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 NICDC in relation to the Consulting agency. 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 shall obtain independent advice from appropriate sources.
3. NICDC will not have any liability to any prospective Company/ Firm 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 NICDC or their employees, any Consulting agencies or otherwise arising in any way from the selection process for the Assignment. NICDC will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RfP.
4. NICDC will not be responsible for any delay in receiving the proposals. The issue of this RfP does not imply that NICDC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consulting agency and NICDC 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. NICDC 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. NICDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. NICDC reserves the right to change/ modify/ amend any or all provisions of this RfP document. Such revisions to the RfP/ amended RfP will be made available on the website of NICDC.

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Section 1. Letter of Invitation

New Delhi

Date: xx October 24

1. Introduction

National Industrial Corridor Development Corporation (NICDC) Limited, an ISO 9001:2015 certified organisation is a Special Purpose Vehicle (SPV) under the Administrative Control of DPIIT, Ministry of Commerce & Industry that carries out project development activities and coordinates the implementation of various Industrial Corridor projects under its flagship 'National Industrial Corridor Programme'.

Government of India is developing various industrial corridor projects as part of the National Industrial Corridor Programme which is aimed at development of futuristic industrial cities in India which can compete with the best manufacturing and investment destinations in the world. The same will create employment opportunities and economic growth leading to overall socio-economic development.

It is proposed to develop a cutting-edge digital platform to enhance the management and oversight of the overall development of industrial corridor programme. This comprehensive platform aims to facilitate real-time monitoring, seamless data integration, and robust project management, addressing the critical need for efficiency in overseeing multiple corridor initiatives.

By implementing this advanced digital solution, various project data streams will be unified into a cohesive system, enabling more informed decision-making and streamlined operations. The platform will offer dynamic reporting tools that provide actionable insights and facilitate timely interventions, thereby improving transparency and accountability in the execution of corridor programs.

This digital infrastructure will be a significant step towards modernizing project management practices and ensuring the effective realization of the development goals.

2. Objectives

NICDC is committed to the development and management of industrial corridors that are crucial to the economic growth and infrastructure advancement. To effectively monitor and manage these corridor programs, an innovative and efficient digital solution is required. The objective is to implement a comprehensive digital platform that will facilitate real-time monitoring, data integration, project management, and reporting for multiple corridor programs.

The outcome of this assignment shall be in the form of a **data visualization dashboard** with a user interface design enabling the monitoring of various projects and corridor programmes. This will also entail submission of an action plan to leverage available resources, spur new ideas about how to address major challenges and opportunities & identify policies to strengthen the manufacturing ecosystem across the industrial corridors.

The Applicants will be selected under Combined Quality cum Cost Based Selection (CQCCBS) and procedures described in this RfQ cum RfP.

3. The RfQ cum RfP includes the following documents:

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Consultants

SECTION 3: Technical Qualification Proposal - Standard Forms

SECTION 4: Financial Proposal - Standard forms

SECTION 5: Terms of Reference

SECTION 6: Form Of Contract, GCC And SCC

All clarifications/ corrigenda will be published only on the Client's website & GeM Portal. The website for accessing the information related to this RfQ cum RfP is: GeM Portal (<https://gem.gov.in>) and www.nicdc.in (the "Official Website").

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

Yours sincerely,

**CEO & MD
NICDC**

Section 2. Instructions to Consultants

2.1 Introduction

- 2.1.1 The Client named in the data sheet will select a firm/organisation (the Consulting agency), in accordance with the method of selection specified in the data sheet. Applicants are advised that the selection of Consulting agency shall be on the basis of an evaluation by Client through the selection process specified in this RfQ cum RfP (the "Selection Process"). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Client's decisions are without any right of appeal whatsoever.
- 2.1.2 The term "Applicant, Bidder or Consulting agency" refers to a single entity to execute the assignment. The Proposal will form the basis for contract signing with the selected Consulting agency in accordance with the Terms of Reference of this RfQ cum RfP (the "TOR").
- 2.1.3 **The Applicants shall submit the proposals online through GeM Portal (<https://gem.gov.in>) as per the date and time mentioned in this document. It is the responsibility of the Applicant to submit the bid before the last date and time on the online portal, and NICDC shall not be responsible for any delay due to any of the technical/server issues.**
- 2.1.4 The Applicant shall submit the Proposal in the form and manner specified in this RfQ cum RfP. **Bid proposals received in the manual form at the client's address will not be accepted.**
- 2.1.5 However, for avoidance of doubt it is hereby clarified that **hard copies of ONLY** the following documents as per the specified format in the RfQ cum RfP should also be submitted to NICDC office before the last date and time of submission in a sealed envelope mentioning the Name of Tender along with the Name and address of the Bidder.
- a) Bid security in original or proof of Bid Security (in case of online transfer) and**
b) Original Power of Attorney, for the Authorised Representative.
- The scan copies of both the above documents shall also be submitted online in the relevant sections of the proposal.**
- 2.1.6 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").
- 2.1.7 Applicants should familiarize themselves with advanced digital solution in providing real-time project monitoring, seamless data integration, robust project management capabilities in Industrial Corridor Projects and take them into account in preparing their Proposals.
- 2.1.8 The Client will timely provide, at no cost to the Consulting agency, documentary information as inputs 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, if sought, 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 Consulting agencies.

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- 2.1.9 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.
- 2.1.10 Client requires that the Consulting agency provides professional, objective, and impartial advice and at all times hold Client's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consulting agency shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the Project.
- 2.1.11 It is the Client's policy to require that the Consulting Agencies observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, the Client:
1. Defines, for the purposes of this provision, the terms set forth below as follows:
 - a) "Corrupt practice" means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and
 - b) "Fraudulent practice" means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.
 2. Will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the contract in question;
 3. Will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the contract
- 2.1.12 **Arbitration:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RfQ cum RfP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi – India and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.
- 2.1.13 **Termination of Contract:** Client will have the right to terminate the contract by **giving 30 (thirty) days** written notice. In the event of termination for no fault of selected Consulting agency, the Client will reimburse all the expenses incurred by the selected Consulting agency (upon submission of proof & certified by NICDC representative) including closing-up of the project. If the contract is terminated due to the fault of the selected Consulting agency or in case of

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termination of the contract by the Consulting agency for reasons not attributable to the Client, the Client will forfeit the Performance Security of the Consulting agency.

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

2.1.15 The Proposal shall be valid for a period of not less than **90 (ninety) days** from the Proposal Due Date (the "PDD").

2.1.16 **Brief Description of the Selection Process:**

- a) The Client has adopted a two-stage selection process (collectively the "Selection Process") for evaluating the Proposals.
- b) The Bids shall comprise of two parts namely Technical Qualification and Financial Proposals.
- c) The Technical Qualification Proposal shall be submitted online titled Request for Qualification (RfQ). The Financial Proposal shall also be submitted online in the relevant sections.
- d) Also, along with the Technical Qualification Proposal, the applicant shall provide the breakup of the financial bid as per GeM for the sake of determination of remuneration and Out of Pocket Expense (OPE) considered by the applicant.
- e) The same shall be provided as per GeM from the "financial quote" in the format as provided in the Form 4B and Form 4C.
- f) The submissions for Technical 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 Technical Qualification criteria.
- g) 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.
- h) Proposals will finally be ranked according to their combined technical and financial scores as specified in this RfQ cum RfP.
- i) The first ranked Applicant (the "Selected Applicant") with highest combined technical and financial score shall be eligible for award of contract.

2.1.17 Number of Proposals: No Applicant or its Associate shall submit more than one Application for the advertised RfP cum RfQ. An Applicant applying individually shall not be entitled to submit another application. Applicants in joint venture, consortiums are not eligible to apply.

2.1.18 Right to reject any or all Proposals:

1. Notwithstanding anything contained in this RfQ cum RfP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
2. Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:
 - a) at any time, a material misrepresentation is made or discovered, or
 - b) the Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
3. Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant.

2.1.19 Acknowledgement by Applicant

1. It shall be deemed that by submitting the Proposal, the Applicant has:
 - a) made a complete and careful examination of the RfQ cum RfP;
 - b) received all relevant information requested from the Client;
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the RfQ cum RfP or furnished by or on behalf of the Client;
 - d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - e) acknowledged that it does not have a Conflict of Interest; and
 - f) agreed to be bound by the undertaking provided by it under and in term hereof.
2. The Client and/ or its advisors 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 advisors.

2.1.20 RfQ cum RfP Processing Fee: NIL

2.2 Clarification and amendment of RfQ cum RfP documents

- 2.2.1 Applicants may seek clarification on this RfQ cum RfP document, **within a week of the date of issue/as specified of this RfQ cum RfP document**. Any request for clarification must be sent by standard electronic means (PDF and word file) to the Client's office (email: contactus@nicdc.in) addressed to:

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

The Client will endeavour to respond to the queries not later than 2 (two) weeks prior to the Proposal Due Date. The Client will post the reply to all such queries on GeM Portal and on NICDC website.

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

2.3 Ownership of document and copyright

All the study outputs including primary data shall be compiled, classified and submitted by the Applicants 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.

2.4 Bid security

- 2.4.1 A bid security in the form of a Demand Draft/ Bank Guarantee/RTGS/Insurance Surety Bonds, from a Nationalized/scheduled Indian Bank in favour of 'National Industrial Corridor Development Corporation Limited', valid for **135 (one hundred and thirty -five) days** from the PDD, payable at New Delhi, for the sum of **Rs 2,00,000/- (Rupees Two Lakhs Only)** shall be required to be submitted by each Applicant ("Bid Security").
- 2.4.2 The scanned copy of the bid security/transfer details shall be submitted online at the time of submission of bid proposals. However, the hard copy of the bid security, in original in the form of Bank Guarantee/online transfer shall be submitted at the Client's office physically before the Proposal Due Date. Applicants whose bid security is not received by the Client before the last date of submission, their proposals will be rejected.

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

Account Name: National Industrial Corridor Development Corporation Ltd

Bank Name: Central Bank of India

Account Number: 3382758503

IFSC Code: CBIN0280298

Branch Name: Ashok Hotel, New Delhi

2.4.3 Exemption of Fees for MSEs/ Startups applicant:

"Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) and Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)" are exempted from submission of EMD (Bid security) in this tender. Bidders claiming exemption of EMD under this rule (170 of GFR) are however required to submit a signed Bid securing declaration as per the prescribed format in **Form 3I** accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 24 months from being eligible to submit Bids for tenders with NICDC. Scan copy of the signed documents related to exemption of EMD along with Bid Security Declaration shall be submitted online at the time of submission of bid proposal

- 2.4.4 Client will not be liable to pay any interest on bid security deposits. Bid security of unsuccessful Applicants shall be returned, without any interest, within 30 (thirty days) after signing the contract with the Selected Applicant or when the selection process is cancelled by Client. The Selected Applicant's Bid Security shall be returned, without any interest upon the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RfQ cum RfP and contract.

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2.4.5 Client will be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to Client in regard to the RfQ cum RfP without prejudice to Client's any other right or remedy under the following conditions:

1. If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RfQ cum RfP (including the Standard Form of Contract);
2. If any Applicant withdraws its Proposal during the period of its validity as specified in this RfQ cum RfP and as extended by the Applicant from time to time,
3. In the case of the Selected Applicant, if the Selected Applicant fails to sign the contract or provide the Performance Security within the specified time limit, or
4. If the Applicant commits any breach of terms of this RfQ cum RfP or is found to have made a false representation to Client.

2.4.6 Performance Security equivalent to the amount indicated in this RfQ cum RfP shall be furnished before signing of the contract in the form of a Bank Guarantee in the format specified in RfQ cum RfP document as per SCC sub-clause c (i).

For the successful applicant the Performance Security shall be retained by Client until the completion of the contract by the Consulting agency and be released 30 (Thirty) days after the completion of the contract without any interest thereof.

2.5 Eligibility of applicants

2.5.1 The Applicant for participation in the Selection Process, may be a single entity to execute the Assignment.

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

2.5.3 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consulting agency (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.

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

- i. The Agency is required to provide professional, objective and impartial advice and at all times hold the NICDC's interest's paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.
- ii. Without limitation on the generality of the foregoing, Agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- **Conflicting Activities:** An Agency or any of its affiliates, selected to provide assignment/job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project.

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- **Conflicting Assignment/job:** An Agency (including its affiliates) shall not be hired for any assignment/job that, by nature, may conflict with another assignment/job of the Agency to be executed for the same or for another Employer.
- **Conflicting Relationships:** An Agency that has a business or family relationship with a member of the NICDC staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NICDC throughout the selection process and the execution of the Contract.

Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of NICDC, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the Agency fails to disclose said situations and if the NICDC comes to know about any such situation at any time, it may lead to the disqualification of the Agency during bidding process or the termination of its contract during execution of the assignment.

2.5.5 An Applicant 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, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.

2.5.6 The detailed contract/work order will be signed with successful applicant. Any breach in contract/work order will lead to penalty and later termination of the contract. All the documents/videos/ graphics/ code / application etc. prepared and developed by the applicant will be the property of the NICDC. All designs, reports, other documents, and software submitted by the applicant pursuant to this work order shall become and remain the property of the NICDC and the applicant shall, not later than upon termination or expiration of this work order, deliver all such documents and software to the NICDC, together with a detailed inventory thereof.

If at any given point of time it is found that the applicant has made a statement which is factually incorrect or if the applicant does not fulfil any of the contractual obligations, then NICDC may take a decision to cancel the contract with immediate effect and may blacklist the agency from participating in future tenders.

2.6 Preparation of proposal

2.6.1 Applicants are requested to submit their Proposal online only and in English language and strictly in the formats provided in this RfQ cum RfP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.6.2 In preparing their Proposal, Consulting agencies are expected to thoroughly examine the RfQ cum RfP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.

2.6.3 **Technical Proposal: While preparing the Technical Proposal, Consulting agencies must give particular attention to the following:**

1. The Project Director proposed must be full-time employee of the firm responsible entirely for all the Project related matters. It is desirable that the other key staff be either permanent employee of the firm or have a dedicated full-time contract to work on this assignment.

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2. If any key staff proposed is not a permanent employee a certificate from the Consulting agencies and key staff must be furnished mentioning his/ her availability for the assignment. In the absence of such certificate, his/ her CV will not be evaluated.
 3. Consulting agency 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 assignments/clients) for the key staff.
 4. The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.
 5. No such key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the TOR.
 6. The key personnel shall remain available for the period as indicated in the RfQ cum RfP.
 7. No alternative proposal for any key personnel shall be made and only one CV for each position shall be furnished.
 8. Each CV needs to have been recently signed by the key personnel and/or countersigned by the authorized official of the Firm. At the time of submission of bid proposal, the scanned copies of the signature of key personnel will be allowed but at the time of signing of contract, the original signature will be required. However, in both the cases, original counter signature of Authorised signatory shall be required.
 9. A CV shall be summarily rejected if the educational qualification of the key personnel proposed does not match with the requirement as given in the RfQ cum RfP.
 10. Client certifications for the assignments listed under the experience section. The certifications must confirm the assignment attributes (size, fee, duration etc) and the scope of work on the assignments.
 11. The personnel proposed should possess good working knowledge of English & Hindi Language.
 12. No key personnel involved should have attained the age of 60 (sixty) years at the time of submitting the proposal. The client reserves the right to ask for proof of age, qualification and experience at any stage of the project.
 13. The technical proposal must not include any financial information.
- 2.6.4 Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, Client will be entitled to reject the Proposal.
- 2.6.5 Proposals shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the Authorised Representative (the "Authorised Representative") as detailed below:
1. by the proprietor in case of a proprietary firm;
 2. by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
 3. Power of Attorney, for the Authorised Representative is executed as per Applicable Laws.
- 2.6.6 Applicants should note the Proposal Due Date (PDD), as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RfQ cum RfP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of

Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

2.6.7 Power of Attorney for authorised representative shall also be furnished as per the formats available in the RfQ cum RfP.

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

1. For recent assignments of similar nature, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
2. The comments and suggestions provided by the Applicant on the RfQ cum RfP/ Contract/ TOR are not binding and shall not affect the financial proposal.
3. Detailed Approach and Methodology for undertaking the current Assignment.
4. Against the list of proposed staff, details of tasks assigned to each staff as per his/ her experience shall influence the evaluation.
5. Each page of the CV must be signed in original by the Authorised representative together with original or electronic signature of the key team member at the proposal stage. However, at the time of contract signing, original signatures of both authorised representative and the key staffs shall be required.
6. The Consulting agencies 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. Consulting agencies should provide time estimates of key staff as well as support staff in the staffing schedule. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to.
7. Ongoing assignments can be submitted with detail of progress supported by suitable documents wherever the same is permitted in individual categories of assignments required to be submitted as per the RfQ cum RfP. Projects/ assignments completed up to 80 percent or more issued by respective clients shall only be considered for evaluation but marks awarded for such projects shall only be up to 80 percent of maximum marks. The Applicant shall provide the proof that the project/assignment of their disclosed assignments through copies of payment received till date or through certificate from respective client or statutory auditor.
8. Details of eligible projects as per the Standard Forms so as to meet the Minimum Qualification Criteria prescribed in this RfQ cum RfP.

2.6.9 **Financial proposal:** While preparing the Financial Proposal, Consulting agencies are expected to take into account the various requirements and conditions stipulated in this RfQ cum RfP document. The Consulting agency shall submit their financial bid including applicable GST in their Financial Proposal. All other applicable taxes, levies, duties, etc., if any, shall be borne by Consulting agency. While submitting the Financial Proposal, the Consulting agency shall ensure the following:

1. Any price / rate variation / adjustment or any other escalation will not be entertained.

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2. 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.
 3. The financial proposal must remain valid for a period as specified in the RfP. During this period, the Consulting agencies is expected to keep available the professional staff proposed for the assignment. NICDC will make its best effort to complete contract signing within this period. If the NICDC wishes to extend the validity period of the proposals, it may ask the Consulting agencies to extend the validity of their proposals for a stated period. Consulting agencies, who do not agree, have the right to not extend the validity of their proposals & in such a case, their bid is liable to be rejected without any prejudice.
 4. 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 Consulting agencies and their staff. For the avoidance of doubt, it is clarified that all taxes, including GST, shall be deemed to be included in the cost shown under different items of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.
 5. In submitting the Financial Proposal, the Consulting Agency shall adhere to the following requirements:
 - i. Submit the Financial Proposal as per the standard financial submission forms
 - ii. Prepare a standard schedule of monthly rates in INR only as per the financial submission forms.
 - iii. Prepare the standard schedule of rates for the Key Professionals and the additional personnel
 - iv. **The total duration of contract shall be 18 months (06 months of Implementation and Go-Live, and 12 months of Project Management Services (PMS) along with Annual Maintenance Contract (AMC) both commencing parallely after Go Live) with option to extend the contract duration with mutual written agreement.**
- 2.6.10 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RfQ cum RfP.
- 2.6.11 The financial Proposal shall be divided into professional fee including of staff remuneration as per forms prescribed in this RfQ cum RfP. Forms showing the breakup of staff remuneration & professional fees, Forms 4A ,4B & 4C shall be required to be submitted by the “successful applicant” (or of subsequent applicants, if required), should match the GeM as mentioned in Form 4B & 4C.
- 2.6.12 Consulting agencies shall express the price of their services in Indian Rupees.
- 2.6.13 The Consulting agencies may be subjected to local taxes (such as GST and/or income taxes, duties, fees, levies etc) on amounts payable by the Client under the Contract. Consulting agencies must do their due diligence about the tax implications and Client will not be liable for any incident.
- 2.7 Submission, receipt and opening of proposals**
- 2.7.1 The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposal.

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2.7.2 The Authorised Representative of the Applicant should initial all pages of Technical Qualification and Financial proposal. The Authorised Representative’s authorisation should be confirmed by a written Power of Attorney by the Competent Authority accompanying the Proposal.

2.7.3 The Applicant shall submit the proposals online at the GeM Portal. Proposals submitted at the client’s address manually will be rejected except for the documents specified in the RfQ cum RfP.

2.7.4 Proposal submissions:

Particulars	Content	Forms	Remarks
RfQ cum RfP Proposal	Technical Proposal & Bid Security	Technical Proposal & Marking Form: 3A, 3B, 3C, 3D, 3E, 3F, 3G & 3H	<ul style="list-style-type: none"> • Bid security in original or proof of Bid Security (in case of online transfer) should be submitted at the client address before the last date and time of submission. • Original Power of Attorney, for the Authorised Representative shall also be submitted in original at the official address along with the bid security before the last date and time of submission. The scan copies of the same shall be submitted online in the relevant sections of the proposal. • The applicants shall make arrangements for sharing necessary/ supporting documents online on the GeM Portal in case there is a constraint in uploading the same, if for any reason there is a limit of size in uploading the proposal.
Financial Proposal	Financial proposal	Form: 4A, 4B & 4C	Forms showing the breakup of staff Remuneration & professional fees, Forms 4A, 4B & 4C shall be required to be submitted by the “Successful Applicant” (or of subsequent applicants, if required) matching to the totality breakup as mentioned in Form 4B.

2.7.5 After the Proposal submission until the contract is awarded, if any Consulting agency 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 Consulting agency’s proposal.

2.8 Proposal evaluation

2.8.1 As part of the evaluation, the Technical Proposal submission shall be checked for responsiveness in accordance with the requirements of the RfQ cum RfP and will be evaluated if the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently, only those Technical Proposals which are found to be responsive and meeting the Minimum Technical Qualification Criteria would be further evaluated (Marked) in accordance with the criteria set out in this RfQ cum RfP document.

2.8.2 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RfQ cum RfP at each evaluation stage as indicated below. The Client may,

in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

RfQ cum RfP Stage

1. The Technical Proposal is received in the form specified in this RfQ cum RfP;
2. It is received by the Proposal Due Date including any extension thereof in terms hereof;
3. It is accompanied by the bid security (both in hard copy at Client`s address and soft copy uploaded on GeM portal) as specified in this RfQ cum RfP;
4. It is signed and marked as stipulated in this RfQ cum RfP;
5. It is accompanied by the Power of Attorney for the Authorised Representative (both in hard copy at Client`s address and soft copy uploaded on GeM portal)
6. It does not contain any condition or qualification;
7. It is not non-responsive in terms hereof;

Financial Proposal

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

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

- 2.8.3 As part of the evaluation, the Technical Qualification Proposals submitted should fulfil the Minimum Eligibility Criteria. In case an Applicant does not fulfil the Minimum Eligibility Criteria, the Technical Proposal of such an Applicant will not be opened and evaluated further.
- a. Age of the key staff proposed should not be more than 60 Years on the last day of submission of proposal.
 - b. The client reserves the right to ask for the details regarding the proof of age, qualification, experience and association of the key staff with the firm.
 - c. Consulting agencies, who are executing ongoing mandates from Client, must propose a separate team of key staff while bidding for this project.
 - d. The key staff proposed above should be available for presentations/ discussions/ meetings with the Client in New Delhi.
 - e. The Consulting agencies are required to suitably estimate the requirement of support staff to assist key experts.
 - f. A summary of experience (in one page) is to be provided by the Consulting agencies for each of the key staff.

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2.8.4 **Minimum Eligibility Criteria:** The Applicant shall mandatorily meet the following criteria and submit the relevant documents mentioned against each Minimum Qualification Criteria / Documents in prescribed format only.

Firm's Eligibility		
S.No.	Minimum Qualification Criteria / Documents	Description
1.	<p>Registration/ Incorporation</p> <p>i. Copy of Certificate of Incorporation / Commencement of Business / Memorandum and Articles of Association Certificate issued by the Statutory Authorities.</p> <p>ii. Letter from the authorized representative on applicant's letter head mentioning that the firm has been operating for last ten years in India, with list of their offices in India.</p>	<p>i. The Applicant shall be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008 or a company registered in the jurisdiction of its incorporation under the relevant laws or any foreign company in consortium with an Indian company, as per applicable FDI norms.</p> <p>ii. The bidder should be in Consulting business for the last 10 years in India and actively engaged in providing consultancy services in Infrastructure sector, with specific focus on economic/industrial corridor planning projects</p>
2.	<p>Blacklisting / No conviction</p> <p>A self-certified and duly notarized undertaking on Rs. 100 Non-Judicial Stamp Paper.</p>	<p>Applicants should not have been barred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid during the last 5 (Five) years, and the bar subsists as on the date of the Proposal Due Date.</p> <p>An Applicant 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, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.</p> <p>Applicant must disclose any blacklisting and nature thereof and must provide blacklisting-revocation letter (if applicable). NICDC reserves the right to accept or reject the Applicant's supporting proof.</p>
3.	<p>Financial Eligibility</p> <p>Copies of Turnover Certificate/ Balance Sheet, Profit & Loss statement duly certified by Chartered Accountant</p>	<p>The bidder should have reported an Average Annual Turnover of Rs. 200 Crore or more through consultancy assignments in last 3 consecutive financial years i.e FY 2021-22, 2022-23 & 2023-24.</p> <p>The Applicant should have positive net worth as per last audited financial accounts.</p> <p>*The Turnover mentioned above shall supersede the turnover value displayed in Gem bid documents.</p>
4.	<p>Experience</p> <p>Letter of Award /Work Orders/ Completion Certificate / Substantial work completion certificates (more</p>	<ul style="list-style-type: none"> Experience of at least 1 (one) completed or substantially completed* consultancy project with minimum fees of INR 50 lakh in Infrastructure sector on projects pertaining to implementation of Digital Project

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	<p>than 80% of assigned task) issued by Clients on its letterhead.</p>	<p>Management solution for Central / State government departments / PSUs / Private Organisations</p> <ul style="list-style-type: none"> • Experience of at least 2 (two) completed or substantially completed* with a minimum fees of INR 50 lakh consultancy project in Infrastructure sector on projects related to project management processes / SOP / manual / governance framework for Central / State government departments / PSUs <p>* <i>Substantially complete: Receipt of at least 80% of the consultancy contract value as on date of bid submission. In this regard, Bidders shall submit the statutory auditor's certificate certifying the receipt value as on date of bid submission</i></p>
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<p>5. Key Experts : Bidder shall deploy the following resources during the course of engagement</p>					
S.No	Description	Required Nos	Key task	Educational Background	Minimum Professional Experience
1	Project Director	1	Lead the overall engagement	MBA in Finance/Infrastructure Management/ Planning/Industrial Engineering or equivalent.	15 years of post-qualification experience in leading and delivering economic/ industrial corridor planning / large program management engagements Similar experience in process and monitoring systems development Prior experience of delivering economic analysis and planning projects Infrastructure sector
2	Project Governance Expert	1	Provide inputs on digital platform layouts, KPIs, process flows, data sets to be captured	B Tech / BE in Computer Science/ IT/ Electronics and Communication /Electrical/Mechanical Engineering with Masters or MBA in Infrastructure Management/Planning or equivalent.	9 years of post-qualification experience in delivering project management / program management in Infrastructure sector. Prior experience in development of project governance, processes, policies, SOPs engaged in development of government monitoring systems / infrastructure projects.
3	Digital Implementation Expert	1	Oversee the digital solution	BE/ B Tech in Computer Science / IT /	7 years of overall experience in delivering project management / program

5. Key Experts : Bidder shall deploy the following resources during the course of engagement					
S.No	Description	Required Nos	Key task	Educational Background	Minimum Professional Experience
			development and Go Live	Civil / Mech / Electrical Engineering. Preferable: Masters or MBA in Infrastructure Management/Planning or equivalent.	management / strategic initiatives in Infrastructure sector. Prior experience of delivering (completed) at least 3 digital solutions
Non-key experts (CVs not required during bid submission stage)					
4	Management Consultants	2	Design, development of digital solution in accordance with the Client's requirement	B Tech / BE in Civil / Mech / Electrical / Computer Science with Post Graduation from reputed institute	4 years of experience in government or infrastructure planning projects.

Note :

- The Team leader is expected to attend all the meetings and presentations related to the Assignment. Other experts shall attend the meetings/presentations based on expertise required as per the deliverables/ Assignment requirement.
- In addition to the key staff, the Consultant may propose adequate number of support staff with appropriate skills and experience. No additional fees shall be admissible for such deployment.
- The curriculum vitae of the key personnel shall be self-certified as well as counter-signed by the authorised signatory.
- Please note that all the Key and Non-Key experts shall be on payroll of the bidder. In this regard, bidder shall submit a HR Certificate confirming that all key and non-key experts are on bidder's payroll as on date of bid submission. Bidders may use sub-consultants for development of digital platform.

2.8.5 **Technical Evaluation Criteria:** An evaluation committee ("Evaluation Committee") appointed by the Client will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score (St) as detailed below.

A. Firm's Evaluation:				
S. No.	Parameters	Evaluation Criteria	Marks to be awarded	Maximum Marks
1	Financial worth Average annual turnover of INR 200 crores based on preceding 3 years from date of bid submission (in case the audited statements for FY 2022-23 are not available then the last available audited statements shall be provided)	INR 200 Cr	8	10
	Additional 0.5 marks subjected to maximum of 2 marks	For additional INR 200 crore of average annual turnover	2	

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	<i>*The Turnover mentioned above shall supersede the turnover value displayed in Gem bid documents.</i>			
2	Experience of working in in 2 (two) completed / ongoing consultancy services assignments involving development of Digital Monitoring Platform / Solution / Tools specifically for program / project monitoring with Ministries / departments / autonomous bodies of Central & State Government and reputed private organisations (except experience of in-house projects), completed in the last Seven (7) years from date of Bid submission, covering sectors / areas related to Infrastructure in India.	4 marks for each project	4	8
3	Experience of working in 3 (three) completed / ongoing consultancy services assignments involving development of project governance / process development / SOP development with Ministries / departments / autonomous bodies of Central & State Government, Public Sector Undertakings, completed, in the last Seven (7) years from the date of Bid submission, covering sectors / areas related to Infrastructure in India.	4 marks for each project	4	12
4	Presentation on proposed Approach & Methodology and Case study	Understanding of the ToR	10	40
		Approach & Methodology including detailed work plan	20	
		Detailed case study of similar works done previously. Case study should highlight the overall context, solution implemented, challenges faced and learnings	10	
SUB-TOTAL A				70
B. Key Personnel Evaluation:				
S. No.	Key Expert	Evaluation Criteria	Maximum Marks	
1	Team Leader	Eligibility, Experience and relevance of the stated experience of the proposed key experts shall be evaluated during	10	
2	Project Governance Expert		10	

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3	Digital Implementation Expert	technical evaluation as indicated in Clause 2.8.4	10
	SUB-TOTAL B		30
	GRAND TOTAL		100

Note :

- a) The scoring on technical evaluation will be done only for those applicants who fulfil the minimum eligibility criteria as indicated in the table under 2.8.4
 - b) Minimum technical score to qualify is 70 marks out of the total 100 marks as per the above table.
 - c) 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.
- 2.8.6 The Client will notify the Applicants who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.
- 2.8.7 The Financial Proposals of only technically qualified bidders will be opened publicly in the presence of Applicants' representatives who choose to attend. The name of the Applicants, their technical scores and the proposed prices will be read aloud and recorded when the Financial Proposals are opened.
- 2.8.8 Prior to evaluation of the Financial Proposals, the Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
- 2.8.9 The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services only. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

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

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

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

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

where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be **80:20**.

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

In case of any discrepancies, the formula mentioned above will prevail and supersede the formula as per GeM Portal.

The decision of the tender evaluation committee of NICDC will be final and binding. NICDC reserves the right to accept or reject a proposal without assigning any reason thereof.

2.9 Correction of Errors

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

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

2.10 Period of Contract

The entire scope of work is envisaged to be completed in **18 months** (06 months of Implementation and Go-Live, and 12 months of Project Management Services (PMS) along with Annual Maintenance Contract (AMC) both commencing parallelly after Go Live.

Bidder shall submit the detailed workplan with stage wise activities during technical evaluation. The client envisages the Go Live of the digital solution in 6th month from the date of issuance of Notification of Award.

2.11 Prices

- The bidders should submit their break-up of financial proposal in totality as specified in this format for this RfP cum RfQ
- Bidder to note that price for this RfP cum RfQ only is required to be quoted on the GeM Portal (Inclusive of taxes)
- All unit must be mentioned as per GeM (of the financial proposal to be quoted on GeM portal) along with all applicable charges i.e., professional fee and applicable taxes, duties, etc. (if any)
- The agency has to ensure that the prices / rates quoted are all inclusive including the manpower support required, procurement of equipment/software for the project execution and continuous support during the entire contract period
- The financial proposal to be quoted on GeM portal should be inclusive of all cost components and inclusive of Goods and Services Tax (GST) and all other taxes, duties and permits fees, transportation fees, insurances, warranty, etc. and as mentioned in the Tender documents
- Bidder's Financial Proposal shall be binding upon the Bidder subject to the modifications resulting from arithmetic corrections, if any, up to expiration of the validity period of the Proposal

2.12 Negotiations

2.12.1 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 Consulting agencies under this RfQ cum RfP. Issues such a deployment of Key Personnel, understanding of the Scope of Work, methodology and quality of the work plan shall

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be discussed during the negotiations. In case, the Selected Applicant fails to reconfirm its commitment, the Client reserve the right to consider any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

- 2.12.2 The Client will examine the CVs of all other Key Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Client.
- 2.12.3 The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction in the remuneration, prices which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e., 70%, 60% and so on.

2.13 Award of contract

- 2.13.1 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 **15 (fifteen) 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.
- 2.13.2 **Performance Security:** Performance Security equivalent to **3 (three) percent** of the total cost of Awarded Contract Value shall be furnished from a nationalised/ Scheduled Bank, before signing of the contract, in form of a Bank Guarantee in the format specified at Annexure of the contract and shall be valid beyond 02 months from the date of expiry of contract period. For the successful applicant the Performance Security will be retained by Client until the completion of the assignment by the Consulting agency and will be released **30 (Thirty) Days** after the completion of the assignment.
- 2.13.3 **Execution of contract:** After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Agreement within 30 (thirty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement
- 2.13.4 **Commencement of Assignment:** The Successful Applicant/ Consulting agency is expected to commence the Assignment on the date of Commencement of Services as prescribed in the General Conditions of Contract. If the Successful Applicant fails to either sign the Agreement or commence the assignment as specified herein, the Bid Security/ Performance Security, as the case may be, of the Applicant shall be liable to be forfeited by the Client.

2.14 Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the applicants who submitted the proposals or to other persons

not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

2.15 Fraud and corrupt practices

- 2.15.1 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.
- 2.15.2 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, 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 shall not be eligible to participate in any tender or RfQ cum RfP issued by the Client during a period of 3 years from the date such Applicant, 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.
- 2.15.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
1. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;
 2. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 3. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

4. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
5. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.16 Pre-Bid meeting

- 2.16.1 Pre-Bid Meeting of the Applicants will be convened at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of an authorisation letter from the Applicant.
- 2.16.2 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.

2.17 Miscellaneous

- 2.17.1 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.
- 2.17.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 1. Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 2. Consult with any Applicant in order to receive clarification or further information;
 3. Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
 4. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 2.17.3 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.

All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consulting agency to Client in relation to the consultancy shall be the property of Client.
- 2.17.4 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.
- 2.17.5 Tentative schedule for selection process.

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The Client will endeavour to follow the following schedule (tentative):

Date of issue of RfQ cum RfP	Date and Time
Date of Publish of RFP in GeM Portal	D
Pre-bid meeting (Pre-Bid Venue: NICDC, 8 th Floor, Tower-1, Jeevan Bharti Building, Connaught Place, New Delhi-110001)	D+7 days
Last date for receiving queries/requests for clarifications	D+8 days
Client's response to queries/requests for clarifications	D+ 15 days
Last date of submission of Proposal on GeM Portal	D+30 days
Last date of submission of hard copies as specified under clause 2.7.4	D+30 days
Opening of technical Bids	As per GeM

2.17.6 DATA SHEET

Reference	Description
Section 1, Point 2	The method of selection is Combined Quality Cum Cost Based Selection (CQCCBS).
2.1.1	The name of Client is: "National Industrial Corridor Development Corporation Limited".
2.1.15	The proposal of the Consulting agency shall be valid for 90 (Ninety) days from the Proposal Due Date.
2.1.15	Consulting agencies must submit: <ul style="list-style-type: none"> • Technical Proposal • Financial Proposal
2.1.19	RfQ cum RfP Processing Fee: NIL
2.2.1	Clarification must be requested within one week from date of issue of RfP. Applicants shall share the MS Word/PDF file in soft copy of pre-bid queries at the time of requesting clarifications. The address for requesting clarification is: CEO & Managing Director, National Industrial Corridor Development Corporation Limited, 8th Floor, Tower-1, LIC, Jeevan Bharti Building, Connaught Place, New Delhi-110001, India
2.2.3	Date & Time of physical pre bid meeting as mentioned per GeM portal
2.4.1	A bid security in the form of a Demand Draft/ Bank Guarantee/Online Transfer/Insurance Surety Bonds for the sum of Rs 2,00,000/- (Rupees Two Lakhs Only) shall be required to be submitted by each Applicant, valid for 135 (One hundred and thirty-five) days from the PDD.
2.8.9	The weights given to technical and financial proposals are: <ul style="list-style-type: none"> • Technical = 0.8 • Financial = 0.2
2.10	Duration of project: 18 months (06 months of Implementation and Go-Live, and 12 months of Project Management Services (PMS) along with Annual Maintenance Contract (AMC) both commencing parallely after Go Live

Section 3. Technical Proposal – Standard Forms

Form 3A:	Technical Proposal Submission Form
Form 3B:	Format for Technical Proposal (Eligible Projects)
Form 3C:	Format for Technical Proposal (Average Annual Turnover of Applicant)
Form 3D:	Format for Power of Attorney for Authorised representative
Form 3E:	Format of Bank Guarantee for Bid Security
Form 3F:	Team Composition and Task Assignments
Form 3G:	Curriculum Vitae (CV) for Proposed Professional Staff (with one page of summary of experience)
Form 3H:	Staffing Schedule
Form 3I:	Format for Bid Security Declaration

Form 3A: Technical Proposal Submission Form

[Location, Date]

To

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

RfQ cum RfP dated [date] for selection of Consulting agency 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].

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

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

Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consulting agency, 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 Consulting agency for the aforesaid Assignment.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We certify that we have not been barred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from

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participating in any project or bid during the last 5 (Five) years, provided the bar doesn't subsists as on the date of the Proposal Due Date.

7. 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 Client or any other public sector enterprise or any government, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. 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 Consulting agency, without incurring any liability to the Applicants.
9. We declare that we are submitting a single bid for applying for selection as a Consulting agency.
10. We 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 we have not been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RfQ cum RfP.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Consulting agency or in connection with the selection process itself in respect of the above-mentioned Project.
13. We agree and understand that the proposal is subject to the provisions of the RfQ cum RfP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Assignment is not awarded to us or our proposal is not opened or rejected.
14. In the event of our being selected as the Consulting agency, 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

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of any documents or information provided to us by Client or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.

16. We certify that we are updated in terms of all the current/latest marketing trends & tools.
17. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
18. 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)

Form 3B: Format for Technical Proposal (Eligible Assignments)

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted individually as a corporate entity for carrying out agency services similar to the ones requested under this assignment.

- **Assignments without the proof of experience from client will not be considered for evaluation.**
- The key parameters like Assignment cost, size, components and nature of assignment should be clearly reflected in the proof of experience provided by the Consulting agency. **The proof, without the sufficient information necessary for evaluation, shall not be considered.**
- For Eligible Assignments, **ongoing projects completed to 80 %** as certified by respective client/statutory auditor documented proof will be considered.

Sl.No	Particulars	Bidder`s information
1.	Assignment Name	
2.	Approx. value of the contract (in INR)	
3.	Name and address of Client	
4.	Project/Assignment location	
5.	Duration of assignment (months)	
6.	No. of professional staff – months provided by associated Consulting agencies	
7.	Approx. value of the services provided by your firm under the contract (in INR)	
8.	Start Date (Month/Year)	
9.	Completion Date (Month/Year)	
10.	Name of Lead Partner of Contract	
11.	Name of JV Partner with % share in the contract, If any	
12.	Name of senior professional staff of your firm involved and functions performed	
13.	Narrative Description of Assignment (Highlight the capital cost in the narration)	
14.	Description of actual services provided by your staff within the assignment	

Firm's Name:

Authorized Signature:

Note: For the purpose of evaluation of applicants INR 80.0 (INR Eighty) per USD shall be considered as the applicable currency conversion rate. In case of any other currency the same shall first be converted to USD as on the date 60 days prior to the proposal due date and the amount so derived in USD shall be converted in to INR at the aforesaid rate. The conversion rate of such currency shall be the daily representative exchange rates published by the IMF for the relevant date.

Please limit the description of the project in two A4 size sheet of paper. Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation. Please limit the description of the project to four (04) single sided pages (two double sided pages) A4 size sheet of paper. Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

Form 3C: Format for Technical Proposal (Average Annual Turnover of Applicant):

Average Annual Turnover of Applicant through consultancy and transaction advisory assignments		
Sr. No.	Financial years	Revenue from consultancy assignments (INR)
1.	2021-22	
2.	2022-23	
3.	2023-24	
4.	Average Annual Turnover	

Certificate from the Statutory Auditor

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

We also certify that [name of company] have positive net worth which is INR..... as per last audited financial accounts.

Name of Authorized Signatory

Designation

Name of Statutory Auditor firm

Signature of Authorized Signatory

Seal of Audit firm

Note: In case the Consulting agency does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.

Form 3D: Format for Power of Attorney for Authorised Representative

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

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

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

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

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 Apostille certificate.

Form 3E: Format of Bank Guarantee for Bid Security

BG No.

Date:

1. In consideration of you, **National Industrial Corridor Development Corporation Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 8th Floor, Tower-1, LIC, Jeevan Bharti Building New Delhi – 110001 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of **[Name of company]**, a company registered under the Companies Act, 1956 and having its registered office at [registered address of company], (hereinafter referred to as the “Applicant” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Consulting agency for Product Level Investment Attraction and Facilitation in Industrial Clusters towards Make in India [name of assignment] (hereinafter referred to as the “Consulting agency”) pursuant to the RfQ cum RfP Document dated [date] issued in respect of the Consulting agency and other related documents including without limitation the draft contract for Consulting agency services (hereinafter collectively referred to as “RfQ cum RfP Documents”), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the “Bank”), at the request of the Applicant, 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 Applicant and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs.[.....] ([.....]) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant if the Applicant 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 Applicant 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 Applicant 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 Applicant 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 Applicant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Applicant 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 Applicant or any other person and irrespective of whether the claim of the Authority is disputed by the Applicant 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 Applicant to fulfil and comply with the terms and conditions contained in the RfQ cum RfP Document including without limitation, failure of the said Applicant 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

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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 PDD and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Applicant, 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 Applicant or the Bank or any absorption, merger or amalgamation of the Applicant 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 Applicant 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 Applicant or to postpone for any time and from time to time any of the powers exercisable by it against the said Applicant 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 Applicant or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Applicant 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 Applicant 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 Applicant 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.

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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. [.....] ([.....]). 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 3F: Team Composition and Task Assignments

Key Personal

S. NO.	Position	Name of Staff	Deployment (Onsite/Offsite)	Experience (years)	Key Attributes
1.	Project Director				
2.	Project Governance Expert				
3.	Digital Implementation Expert				
4.	Management Consultants (Non-key)				

Consultants, who are executing on-going mandates with the Client, must propose a separate team of Key Personnel while bidding for this project. The Key Personnel proposed above should be available for presentations/ discussions/ meetings with the Client, State Government, Investors and other stakeholders as/and when required.

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

1.	Designation				
2.	Name of firm				
3.	Name of staff			[First] [Middle] [Surname]	
4.	Date of birth				
5.	Nationality				
6.	Education			[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, professional certificates and year of obtainment starting from the latest degree]	
7.	Training & Publications			[Indicate significant training since education degrees (under 5) were obtained]	
8.	Countries of Work Experience			[List countries where staff has worked in the last ten years]	
9.	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		English			
		Hindi			
10.	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	
11.	Details of tasks assigned				
12.	Work Undertaken that Best Illustrates Capability to Assigned Handle the Tasks Assigned	[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned]			
		i. Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions held: Activities performed: Key achievements:			
		ii. Name of assignment or project: Year:			

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		Location: Client: Project Cost: Main project features: Positions held: Activities performed: Key achievements:
13.	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. I hereby also state that I will remain engaged till the completion of the assignment.
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. Bidder must submit the qualifications and experience certificate along with the CV for evaluation.

Form 3H: Staffing Schedule

Staffing Plan for Key Personnel

S. NO.	Position	Name of Staff	Deployment (Onsite/Offsite)	Total Months
1.	Project Director			
2.	Project Governance Expert			
3.	Digital Implementation Expert			

The duration stated are best estimates based on current scope and client needs. As the assignment evolves, some core positions may be changed / replaced with new positions or new core staff may be added. All changes to core staff will be decided by mutual consent of the Applicant and the Client and be part of future work orders.

Form 3I: FORMAT FOR BID SECURITY DECLARATION

Date: _____ Tender No: _____

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

I/We undersigned declare that:

If we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in the request for bid document, we will be suspended for the period of 24 months from being eligible to submit Bids for tenders with NICDC

(Signature)

Authorized Signatory

Name:

Designation:

Office Seal:

Place:

Date:

Section 4. Financial Proposal – Standard Forms

Form 4A: Financial Proposal Submission Form

Form 4B: Break-up of Financial Proposal

Form 4 A: Financial Proposal Submission Form

[Location]

[Date]

To

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

Dear Sir,

Subject: Selection of Consulting Agency for National Industrial Corridor Development Corporation Limited – Financial Proposal

We, the undersigned, offer to provide the agency services for [name of Authority] in accordance with your Request for Qualification – cum - Request for Proposal dated [date] and our Proposal. Our Financial Proposal as quoted on the GeM Portal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM 4 B: Summary of Costs

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

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

Note:

1. The finance bid must be submitted online only on the GeM portal.
2. In case of mismatch in figures and in words, the lower amount shall be considered as the final financial quote. No representation shall be entertained in this regard.
3. For the avoidance of doubt, it is expressly clarified that rate & amount quoted by the applicant/bidder shall be deemed to include Monthly Remuneration and Professional fees for carrying out all the obligations under this RfP cum RfQ.
4. NICDC will not provide any Computer/Laptops/Mobile/Software's/Cameras etc. anything related to the deliverables as per RFP.

FORM 4 C: Breakdown of Remuneration

Name	Position	Staff-month Rate	Amount (in Indian Rupees)
1.			
2.			
3.			
4.			
5.			
6.			
Grand Total			

Authorized Signature and Seal of Company:

Name and Title of Signatory:

Name of Firm:

Address:

Section 5. Terms of Reference

I. Background

National Industrial Corridor Development Corporation (NICDC) Limited, a Special Purpose Vehicle (SPV) under the Administrative Control of DPIIT, Ministry of Commerce & Industry carries out project development activities and coordinates the implementation of various Industrial Corridor projects under its flagship 'National Industrial Corridor Programme'.

5.1 Aim and objectives of the contract

Under the Industrial Corridor programme, greenfield industrial smart cities have been established with world-class trunk infrastructure facilities.

To effectively monitor and manage the industrial corridors an innovative and efficient digital solution is required. The objective is to implement a comprehensive digital platform that will facilitate real-time monitoring, data integration, project management, and reporting for multiple corridor programs.

The outcome of this assignment shall be in the form of a **data visualization dashboard** with a user interface design enabling the monitoring of various projects and corridor programmes. This will also entail submission of an action plan to leverage available resources, spur new ideas about how to address major challenges and opportunities & identify policies to strengthen the manufacturing ecosystem across the industrial corridors.

5.1.1 The scope of work to be undertaken by the agency has been broadly spelt out as below. The scope of services shall be including but not limited to the tasks mentioned under this section below.

5.2 Broad scope of services

Broad scope of services will include the following:

A digital monitoring solution (including a **data visualization dashboard** with a user interface design) to be designed to get a comprehensive view on the progress made in development of the industrial corridors under the program. The utility of the dashboard/solution may include:

- Perform as-is assessment of the existing developments under each corridor.
- Present the progress development of each node identified under the corridors based on the Perspective Plans/Master Plans/approved PDRS etc.
- Monitor and create a detailed compendium on the progress of the projects identified as necessary for development of the nodes under each corridor.
- Monitor key socio-economic indicators to provide planning inputs for various facilities under each node other than industrial.
- Analyse economic and investment trends data to enable informed dialogues with potential investors, for example,
 - 6–12-month view on the best hit ratio received by existing investors to select a particular node)
 - Promotion of the most attractive nodes to new investors
 - Analyse pros and cons of locations that registered / not registered new investments
- Capture information from stakeholders in line with approved protocols, monitor responsiveness and adherence of timelines of information sharing by various stakeholders
- Monitor projects using digital tool against the pre-decided KPIs

STAGE 1: ESTABLISHMENT OF A PROGRAM MONITORING CELL AND DEVELOPMENT OF A DIGITAL MONITORING SOLUTION

1. As-is assessment and solution discovery session.

- Conduct rapid as-is assessment of the existing processes (activities, data sets, analysis areas, KPIs, outputs etc.), the existing reporting solution and identify the gaps and improvement areas.
- Review and assess the current progress of the nodes under each corridor and various projects identified as critical for development of the respective nodes.
- Perform a detailed assessment of the business and IT solution requirements to perform business requirements gathering.
- Identify the data users/takers and formulate business cases for various monitoring sets (general, district level, corridor level, node + project level)
- Design the interface based on user category
- Determine data availability
- Identify the data sources for various users from various sources. List out all the relevant possible sources
- Identify key entities/stakeholders responsible for providing data

- Formulate data collection protocols, including frequency for collecting data
- The documentation to be provided regarding what all data and parameters needs to be updated, their timeframe and sources. The requirement document shall be approved by NICDC before development of the solution. Based on the requirements gathering and gaps identified, the consultant shall develop a solution architecture, process flowcharts and overall layout.
- Develop process landscape: these process flows, and layout shall include swim lane diagrams, data dictionary, workflows, key performance indicators (KPIs), reporting areas.
- Solution landscape shall be developed across the following areas (presented parameters are indicative and subject to finalization by NICDC):

General socio-economic aspects	Corridor and District Level	Node Level	Project Level
<ul style="list-style-type: none"> • Economic output at the district / city level - Overall economic output profile and growth (%) - Manufacturing output profile and growth (%) - Value added & growth (%) - EXIM profile and growth (%) - Population growth - Migration data 	<ul style="list-style-type: none"> • Economic output <ul style="list-style-type: none"> - Manufacturing output growth (%) - Employment generation (sector wise) - District wise GDP + CAGR data - Investment attractiveness (FDI or DI sector wise) - Trade activities growth (%) - Supply chain and logistics efficiency 	<ul style="list-style-type: none"> • Node utilization <ul style="list-style-type: none"> - Sector wise growth (GVA%) - Manufacturing activity - Employment generation - Pedestrian and vehicular traffic (including data on trip generation, distribution & modal share) - Modal shift data • Planning and development 	<ul style="list-style-type: none"> • Capex management • Design & engineering management • Schedule and cost management • Construction management (including P&M Management) • Contract management • Project risk management • Project quality management

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<ul style="list-style-type: none"> - WFPR - HDI - Record the change in scenarios, data since the inception 	<ul style="list-style-type: none"> • Planning and development - Status of infrastructure projects (roads, utilities, cargo terminals etc.) - Environmental regulations, sustainability practices management - Innovation and technological advancement- (startups, new tech enablement etc.) - Adherence to safety and regulatory standards - Community satisfaction, social development management 	<ul style="list-style-type: none"> - Infrastructure development management (external infrastructure) - Commercial development management - Quality of life and attractiveness of public spaces - Adherence to environmental and sustainability goals - Safe and secure environment within the developed node - Employment generation (sector wise) - Investment attractiveness (FDI or DI sector wise) - Land offtake status - %age saleable land available under various uses 	<ul style="list-style-type: none"> • Project health, safety and environment management • Any other area as deemed fit by the consultant in accordance with standard industry practices
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2. Establishment of a progress monitoring cell

- Setting up of a Program Monitoring Cell (PMC) to overview and keep a record of the progress
 - Utilize generative AI to automate data collection and initial analysis, reducing manual workload and improving accuracy
 - The rationale of AI analytics and exact outcomes including efficiencies to be presented to NICDC for approval.
- Coordination and communication with all stakeholders
 - Preparation of standard information template to be shared with the stakeholders by leveraging generative AI to create dynamic and customized templates based on stakeholder preferences and project requirements
 - Development of communication protocols and SoPs for information sharing/periodic updates/MIS reports

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- Follow up with all the stakeholders to obtain their responses for collection of data/information/inputs in a time-bound manner
 - Coordinate with the SPVs & line Ministries for updation of infrastructure projects in the node level
 - Consolidation of all the responses received by applying AI algorithms to consolidate and analyse feedback, identifying key trends and actionable insights.
 - Implement AI-driven chatbots and email responders to facilitate rapid and consistent communication with stakeholders.
- Preparation of a roadmap and implementation schedule for a digital program monitoring solution
 - Provide recommendations to NICDC for its internal responsibilities with respect to the digital program monitoring solution
 - Assessment of the efficacy of the Dashboard and suggesting improvement if necessary
 - Use AI analytics to continuously monitor dashboard performance and provide real-time recommendations for improvements

Above areas shall be digitized and included within the digital solution

Stage 1 deliverables

- As-is assessment of the existing reporting system and relevant inputs
- Solution Requirement Document
- Process Manual
- Information collection template and communication protocol/SoP with stakeholders

STAGE 2: DEVELOPMENT, UAT AND GO-LIVE OF DIGITAL SOLUTION

- Analysis, design and finalization of technical architecture: the consultant shall prepare the detailed architecture for the solution (including servers, storage, networking, security etc.) for operationalization of the solution and to provide the services in conformance with the TOR
- Development, commissioning, configuration, and implementation: the consultant shall consider the scope of work, develop, commission, configure, and implement a solution that meets NICDC requirements.
- Testing and user acceptance: The consultant will perform system testing to ensure its compliance with TOR. User acceptance testing (UAT) will be conducted by NICDC and only after its clearance the solution can be made live.
- Enter the data for 1 node of 1 corridor in the digital platform (based on data provided by NICDC) prior to go-live of the solution.
- Handover of relevant document such as solution architecture, source code for solution & database script, testing scripts, administration document and capability development support to NICDC IT team. Handover formats to be detailed out in consultation with NICDC (IT team) and approved by them.
- **Annual maintenance support (AMS):** AMS for 1 year (from date of go-live) to ensure proper functioning of the tool and resolve any operational issues pertaining to solution availability and functionality.
- Develop Digital Solution Manual which would highlight the various features, functionalities, FAQs of the digital platform.
- Capacity building of NICDC business and IT team which shall include conducting workshop / training sessions (no of sessions to be identified by the consultant and intimated to NICDC during technical presentation stage, but limited to 3)

Digital Solution shall have the following functionalities:

- 1) Development of program and project level dashboards with drop down features which shall provide near real time information on project progress across the following areas:
 - Overall progress of individual corridors / nodes development covering two dimensions – development progress and economic progress (GDP/GVA, employment generated, investments grounded, etc.) including socio-economic parameters
 - Physical and financial progress at corridor, node and project levels
- 2) Develop Application Programming Interfaces (API) with Primavera P6 / Microsoft Projects / 3D BIM Suites (for viewing of the 3D BIM models only), Arc GIS shape files, .kml, AutoCAD drawings, MS excel sheets, etc. to ensure that requisite information is integrated with the digital platform. Specific data sets / parameters to be updated shall be discussed during the solution discovery phase.
- 3) Project Analytics: digital solution should have analytics capability to provide forward looking information pertaining to project progress.
- 4) Customised report generation: digital solution shall have the capability to generate customised reports (based on the various data sets in the system) with drag and drop feature. Customised report related capabilities shall be discussed and finalized during Discovery phase.
- 5) Integration with PM GatiShakti layers for spatial representation of the data in digital dashboard.
- 6) Document Repository: digital solution should have functionality for maintain relevant documents and act as document repository. Document repository feature should allow users to upload relevant documents i.e. progress reports, variation order request, progress photographs. Access to be given to NICDC officials.

Stage 2 deliverables

- Development, UAT and go-live of the solution
- Workshops and training sessions

5.3 Project Deliverables and Payment terms-

All the study outputs, reports, creatives including primary data shall be compiled, classified and submitted by the agency to NICDC in hard and soft copies with proper indexing and quality checks.

SI No.	Milestones	Submission Time	Payment Percentage
1	Inception report	T+1 month	10%
2	Report on introduction to Digital Solution (NICDC Dashboard)	T+2 months	10%
3	Draft Report on infrastructure gap analysis & implementation roadmap	T+3 months	10%
4	Final report	T+4 months	10%
5	Process Manual	T+5 months	10%
6	Dashboard GO Live	T+6 months	20%
7	Project Management Services (PMC) for 12 months post GO Live	Payment will be made in equal quarterly instalments upon successful completion of the quarter and	20%

		submission of invoices and relevant documents.	
8	Annual Maintenance Contract (AMC) for the digital dashboard for 12 months post GO Live	Payment will be made in equal quarterly instalments upon successful completion of the quarter and submission of invoices and relevant documents.	10%

5.4 Timelines and Payment

- a) The payment will be released to the agency on receipt of invoice inclusive of all taxes, based on work achievement report, deployment of key personnel and satisfactory performance.
- b) The agency will be asked to submit monthly work achievement on Scope of Work as mentioned in Section 5 of this document for assessment by NICDC.
- c) No advance payment will be made.
- d) All payments shall be made in Indian Rupees.

5.5 Reporting

The agency must submit fortnightly, "Effectiveness Analysis and MIS Reports" to NICDC on the effectiveness of the tasks undertaken by the agency appointed by NICDC. The agency must submit a detailed report on the steps undertaken for achieving the outcome of the consultancy assignment including list of meetings & stakeholder interactions both in hard copy and original soft copies to NICDC.

5.6 Data Security and Prevention of Fraud

The agency will undertake all processes and standards to ensure that the data is secure and is immune to any fraudulent activity.

5.7 Legal matters, including copy-right of content

Agency will have the responsibility of ensuring that all content featured/published on the basis of this assignment is free of legal encumbrances including of copyright issues. NICDC will not have any responsibility in this matter.

5.8 Indicative assistance by Client

- i. Provide the necessary information on important events / festivals / conferences / meetings from time to time.
- ii. Basic information/pictures/approvals on content/creatives as available from time to time.
- iii. Provide all the necessary information such as logos / event / press releases issued for traditional media and updates etc.
- iv. Assist in obtaining any other permissions / information as required.
- v. Handhold with SPVs for relevant inputs and support.
- vi. All Intellectual Property displayed on these platforms shall belong to the NICDC exclusively, and any Intellectual Property Rights emanating from such content shall vest solely and exclusively with NICDC.
- vii. NICDC will not provide any Computer/Laptops/Mobile/Software's/Cameras etc. anything related to the deliverables as per RFP.

5.9 Competent Authority's Right to Vary Items/Activities at the Time of Award

The CEO & MD, NICDC shall have the right to make any alterations, omissions, additions or subtractions in items/services at the time of award of contract. The Competent Authority will give such intimation to the successful Applicant, and additional cost/deduction in the Bid prices, based on the price schedule

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submitted by them, will be worked out with the Applicant. In case, the Applicant does not agree for such alterations, the Competent Authority will be free to award the contract to the next eligible Applicant.

Section 6. Form of Contract, GCC and SCC

Standard Form of Contract

STANDARD FORM OF CONTRACT
CONTRACT FOR CONSULTING AGENCY SERVICES

Between

[Name of client]

[Name of Consulting agencies]

[Date]

I. Form of Contract

Contract to undertake [name of assignment]

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

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

and

[Name of Consulting agencies and registered address]

(Hereinafter called the “Consulting agency”)

WHEREAS

- a) The Client has requested the Consulting agency to provide certain services as defined in the General Conditions attached to this Contract (hereinafter called the “Services”);
- b) The Consulting agency, 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: Consulting agency, 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: “Conformed Document” which incorporates all the changes, modifications and results of the contract discussion

Appendix D: Contract Price

Appendix E: Copy of Letter of Award

Appendix F: Copy of letter of Award/ acceptance by Consulting agency

Appendix G: Copy of Bank Guarantee for Performance Security

Appendix H: Clarifications

Appendix I: Correspondences

2. The mutual rights and obligations of the Client and the Consulting agency shall be as set forth in the Contract; in particular:
 - a) The Consulting agency shall carry out the Services in accordance with the provisions of the Contract; and
 - b) Client will make payments to the Consulting agency in accordance with the provisions of the Contract.

3. Priority of documents: The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) hereinabove, the documents shall be interpreted in the following order of precedence:
 - a) The provisions of this Contract shall override all provisions of other documents comprising the Contract.
 - b) the provisions of the SC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
 - c) the provisions of the GCC shall be subject to the Contract SC, but shall take precedence over all other documents comprising the Contract; and
 - d) the Appendices shall subject to each of the Contract, SC and the GC
 - e) Any decision of the Client in relation to the priority of documents shall be final and binding upon the Consulting agency

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

FOR AND ON BEHALF OF Client

[Signature]

[Name]

[Designation]

FOR AND ON BEHALF OF CONSULTING AGENCY

[Signature]

[Name]

[Designation]

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Witness:

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

II. General Conditions of Contract

6.1 Payment Schedule

- i. The payment will be released to the agency on monthly basis on receipt of invoice inclusive of all taxes, based on work achievement report, deployment of key personnel and satisfactory performance.
- ii. The agency will be asked to submit monthly work achievement on Scope of Work as mentioned in Section 5 of this document for assessment by NICDC.
- iii. No advance payment will be made.
- iv. All payments shall be made in Indian Rupees.
- v. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the services, including Consulting agency charges and all other related costs including taxes.

6.2 Applicable 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.

6.3 Indemnification

The Consulting agency 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 Consulting agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consulting agency 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 Consulting agency of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consulting agency 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.

6.4 Force Majeure

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.

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

- a) has taken all precautions, due care, and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and

- b) has informed the other party as soon as possible about the occurrence of such an event.
- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- d) the way the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

6.5 Failure & Termination

- 6.5.1 **By the client:** The Client may terminate this Contract, by not less than thirty (30) days or sixty (60) days written notice of termination to the Consulting agency, to be given after the occurrence of any of the events specified in this clause:
- a) if the Consulting agency do not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as the Client may have subsequently approved in writing;
 - b) within thirty (30) days, if the Consulting agency become insolvent or bankrupt;
 - c) if, as the result of Force Majeure, the Consulting agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
 - d) within thirty (30) days, if the Consulting agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
 - e) within thirty (30) days, if the Consulting agency submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consulting agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
 - f) within thirty (30) days, if the Consulting agency, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
 - g) if the Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days decides to terminate this Contract.
- 6.5.2 **By the Consulting agency:** The Consulting agency may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:
- a) if the Client fails to pay any money due to the Consulting agency 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 Consulting agency that such payment is overdue; or
 - b) if, as the result of Force Majeure, the Consulting agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- 6.5.3 **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 Consulting agency's obligation to permit inspection, copying and auditing of their accounts and records, (iv) the rights of indemnity of the Client specified in the RfP and (v) any right which a Party may have under the Applicable Law.
- 6.5.4 **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other

pursuant to relevant clauses hereof, the Consulting agency 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 Consulting agency and equipment and materials furnished by the Client, the Consulting agency shall handover all assignments documents under procedure described in this contract.

6.5.5 Payment upon termination: Upon termination of this Contract, the Client will make the following payments to the Consulting agency:

a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;

b) If the Contract is terminated pursuant to Clause 6.5.1 a), b), d), e) or f), the Consulting agency shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The Consulting agency will be required to pay any such liquidated damages to Client within 30 days of termination date.

6.5.6 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.

6.6 Obligations of the Consulting agency

General: The Consulting agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consulting agencies 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 Consulting agencies or third parties.

Conflict of interest: Any breach of an obligation under Clause 2.5.4 shall constitute a conflict of interest ("Conflict of Interest"). The Consulting agency shall comply and shall ensure the Sub consultants and Affiliates of the foregoing comply with the provisions of Clause 6.4 and any breach of such an obligation shall constitute an event of default by the Consulting agency for the purposes of this Contract. The Consulting agency shall promptly disclose any Conflict of Interest to the Client. For the avoidance of doubt, the Consulting agency agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.

Consulting agency Not to Benefit from Commissions, Discounts, etc.: The remuneration of the Consulting agency pursuant to relevant clauses hereof shall constitute the Consulting agency's sole remuneration in connection with this Contract or the Services, and the Consulting agency 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 Consulting

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agency shall use their best efforts to ensure that the Personnel, any Sub consultants and agents of either of them, similarly shall not receive any such additional remuneration.

Consulting agency Not to Engage in Certain Activities: The Consulting agency agree that, during the term of this Contract and after its termination, the Consulting agency, 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 one years.

6.6.1 Prohibition of Conflicting Activities: Neither the Consulting agency 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 Contact, such other activities as may be specified in the SC.

6.6.2 Confidentiality: The Consulting agency, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within one (1) year after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Client's business or operations without the prior written consent of the Client.

6.6.3 Reporting Obligations: The Consulting agencies shall submit to the Client the reports and documents specified in TOR, in the numbers, and within the periods set forth in this contract.

6.6.4 Documents/Information Prepared by the Consulting agency to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consulting agency pursuant to this contract shall become and remain the property of the Client, and the Consulting agency 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 Consulting agency may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

6.6.5 Liability of the Consulting agency: Subject to additional provisions, if any, set forth in the SC, the Consulting agencies' liability under this Contract shall be as provided by the Applicable Law.

6.6.6 Time and date of delivery and period of execution shall be essence of the contract. If the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the NICDC may without prejudice to any other right or remedy available to him to recover damages for breach of the contract: -

- i. Recover from the Agency as liquidated damages which will be charged by way of penalty, as specified in the Liquidate Damages Clause.
- ii. Cancel the contract or a portion thereof by serving prior notice to the Agency.

NICDC may take a decision to cancel the contract with immediate effect and / or debar / blacklist the applicant from bidding prospectively for a period of 3 years or as decided by the NICDC or take any other action as deemed necessary.

6.7 Agency Code of Conduct and Business Ethics

The NICDC is committed to its 'values & beliefs and business practices to ensure that Agency, who provides services, will also comply with these principles.

- 6.7.1 Bribery and corruption: Agency is strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.
- 6.7.2 Integrity, Indemnity & limitation: Agency shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with the NICDC. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suspension of material facts, such contract shall be voidable at the sole option of the competent authority of the NICDC. For avoidance of doubts, no rights shall accrue to the Agency in relation to such business/contract and the NICDC or any entity thereof shall not have or incur any obligation in respect thereof. The Agency shall indemnify in respect of any loss or damage suffered by the NICDC on account of such fraud, misrepresentation or suspension of material facts. The agency will be solely responsible for the omission and commission of the employees deployed by them.

6.8 Liquidate damages

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

6.9 Settlement of disputes

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

III. Special Conditions of Contract

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

- a. The contract price payable in Indian Rupees is _____ (inclusive of GST).
- b. The Selected Applicant is [name of Consulting agency].
- c. Performance security
 - (i) The Consulting agency will furnish within fifteen (15) days of the issue of Letter of Acceptance (LOA), an unconditional and irrevocable bank guarantee as Performance Security in the format given in "Annexure A" from a Scheduled Commercial Indian Bank for an amount equivalent to 3 (three) percent of the total cost of Financial Proposal under this Assignment.
- d. The language is English.
- e. The client address is [name, designation, telephone, facsimile, address].
- f. The Consulting agency address is [name, designation, telephone, facsimile, address].
- g. The Authorized Representative for the Consulting agency is [name, designation].
- h. For domestic Consulting agency/personnel and foreign Consulting agency/personnel who are permanent residents in India, the Consulting agency and the personnel shall pay the taxes, duties, fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client will perform such duties in regard to the deduction of such tax as may be lawfully imposed. All other applicable taxes, levies, duties, etc., if any, shall be borne by Consulting agency.
 - i. The date on which this Contract will come into effect is [-----].
 - ii. The initial duration of contract shall be 18 months (06 months of Implementation and Go-Live, and 12 months of Project Management Services (PMS) along with Annual Maintenance Contract (AMC) both commencing parallely after Go Live and with an option to extend with mutual written agreement under same terms & conditions of this contract.
- i. Limitation of the Consulting agency's Liability towards the Client:
 1. Except in case of negligence or wilful misconduct on the part of the Consulting agency or on the part of any person or firm acting on behalf of the Consulting agency in carrying out the Services, the Consulting agency, with respect to damage caused by the Consulting agency to the Client's property, shall not be liable to the Client:
 - for any indirect or consequential loss or damage; and
 - 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 Consulting agency hereunder, or (ii) the proceeds the Consulting agency may be entitled to receive from any insurance maintained by the Consulting agencies to cover such a liability, whichever of (i) or (ii) is higher.

2. This limitation of liability shall not affect the Consulting agency's liability, if any, for damage to Third Parties caused by the Consulting agency or any person or firm acting on behalf of the Consulting agency in carrying out the Services.
- j. Risks and coverage
- (a) Professional Liability Insurance: Consulting agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consulting agency's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consulting agency Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consulting agency hereunder or (ii) the proceeds, the Consulting agency may be entitled to receive from any insurance maintained by the Consulting agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in the contract. In case of joint venture or 'in association', the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.

Annexure A: Form of Bank Guarantee for Performance Security

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

Ref.: Bank Guarantee:

Date:

Dear Sir,

In consideration of M/s National Industrial Corridor Development Corporation Limited (hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Consulting agency] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'Selected Applicant' 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 Consulting agency, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the 'Contract') and the Consulting agency 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 money payable by the Consulting agency 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 Consulting agency. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consulting agency 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 Consulting agency 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 Consulting agency 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.

SELECTION OF CONSULTING AGENCY FOR NATIONAL INDUSTRIAL CORRIDOR DEVELOPMENT CORPORATION LIMITED

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 Consulting agency and notwithstanding any security or other guarantee that the client may have in relation to the Consulting agency'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 Consulting agency /the Bank or any absorption, merger or amalgamation of the Consulting agency /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 Consulting agency] 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.