

**NICDC PUNJAB INDUSTRIAL CORRIDOR DEVELOPMENT  
CORPORATION LIMITED**

National Competitive Bidding

**Programme Manager for New Cities (PMNC) for the Development  
and Management of Integrated Manufacturing Cluster (IMC)  
Rajpura at Patiala district under AKIC Project**

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**REQUESTFORQUALIFICATION**

**CUM**

**REQUESTFORPROPOSAL**

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**May 2025**

**NICDC Punjab Industrial Corridor Development Corporation Limited**

**Office of CEO & Managing Director,  
NICDC Punjab Industrial Corridor development Corporation Limited .,  
PUDA Bhawan, Sector 62, Sahibzada Ajit Singh Nagar, Punjab - 160062.  
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**NOTICE INVITING REQUEST FOR QUALIFICATION-CUM-REQUESTFORPROPOSAL**

**NICDC PUNJAB INDUSTRIAL CORRIDOR DEVELOPMENT CORPORATION LIMITED**

**NATIONAL COMPETITIVE BIDDING(NCB)**

**REQUEST FOR QUALIFICATION (RFQ)-CUM-REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF PROGRAMME MANAGER FOR NEW CITIES (PMNC) FOR DEVELOPMENT OF IMC RAJPURA IN PUNJAB UNDER AKIC**

The Government of India is developing AKIC Project along the alignment of East Dedicated Freight Corridor between Amritsar and Kolkata, covering a length of 1,839 Km. IMC Rajpura is proposed in Patiala District in Punjab under AKIC Project. NICDC Punjab Industrial Corridor Development Corporation Limited, a Special Purpose Vehicle has been incorporated with equity contribution from National Industrial Corridor Development and Implementation Trust (NICDIT) and Punjab Urban Planning & Development Authority (PUDA) for development of IMC Rajpura in Punjab is planned over an area of about 1,098acre of land is proposed for implementation.

NICDC Punjab Industrial Corridor development Corporation Limited, invites —RFQ- cum- RFP from interested bidders **for Programme Manager for New Cities (PMNC) for IMC RAJPURA in Punjab, under The Amritsar- Kolkata Industrial Corridor (AKIC) Project**. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed on RFQ cum RFP document uploaded in the e-procurement portal of Punjab i.e. <https://eproc.punjab.gov.in>.

Interested applicants are requested to submit their online responses to the RFQ-cum- RFP at <https://eproc.punjab.gov.in> or <https://www.puda.gov.in> on or before 3:00 PM (IST), 30 June 2025. The RFQ-cum-RFP submissions will necessarily have to be accompanied by a Non-refundable processing fee of INR 25,000 INR (Indian Rupees Twenty Five Thousand only) and GST @18% or as applicable in favour of “NICDC Punjab Industrial Corridor Development Corporation Limited” payable at Mohali.

NICDC Punjab Industrial Corridor development Corporation Limited .,  
PUDA Bhawan, Sector 62, Sahibzada Ajit Singh Nagar,Punjab - 160062.

Tel No: 0172-2215501

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## DISCLAIMER

1. This RfQ-cum-RfP is neither an agreement nor an offer by the NICDC Punjab Industrial Corridor development Corporation Limited (NPICDCL) to any of the prospective applicants or any other persons. The purpose of this RfQ-cum-RfP is to provide information to any interested Applicant that may be useful to them in the formulation of their proposal pursuant to this RfQ-cum-RfP.
2. Neither NPICDCL nor its employees or associated agencies make any representations or warranties as to the accuracy, adequacy, correctness, reliability or completeness of any assessment, assumption, statement or information in this RfQ-cum-RfP, and it is not possible for NPICDCL to consider the particular needs of each Applicant who reads or uses this RfQ-cum-RfP. This RfQ-cum-RfP includes statements which reflect various assumptions and assessments arrived at by NPICDCL in relation to the assignment. 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 due diligence, investigations and analyses and check the accuracy, adequacy, correctness, reliability and completeness of the information provided in this RfQ-cum-RfP and obtain independent advice from appropriate sources.
3. Neither NPICDCL nor its employees or associated agencies will have any liability to any prospective Applicant 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, cost, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RfQ-cum-RfP, any matter deemed to form part of this RfQ-cum-RfP, the award of the Assignment, the information and any other information supplied by or on behalf of NPICDCL or their employees, any associated agencies or otherwise arising in any way from the selection process for the Assignment. NPICDCL will also not be liable in any manner, whether resulting from negligence or otherwise, however caused arising from reliance by any Applicant upon any statements contained in this RfQ-cum-RfP.
4. NPICDCL will not be responsible for any delay in receiving the proposals. The issuance of this RfQ-cum-RfP does not imply that NPICDCL is bound to select or appoint an Applicant, as the case may be, for the Assignment, and NPICDCL reserves the right to accept/reject any or all of proposals submitted in response to this RfQ-cum-RfP at any stage without assigning any reasons whatsoever. NPICDCL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted their proposals. NPICDCL reserves the right to issue another EOI/ RFP for the same or similar Assignment before the award of the contract. NPICDCL would have no liability to the affected Applicants(s) or any obligation to inform them of the grounds for such action(s).
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. Neither NPICDCL nor its employees or associated agencies accept any responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. NPICDCL reserves the right to change/ modify/ amend any or all provisions of this RfQ-cum-RFP. Such changes/ modifications/ amendments to the RfQ-cum-RFP will be made available on the website of NICDC and NPICDCL will be deemed to be a part of the RfQ-cum-RFP.
7. The RfQ-cum-RFP, ensuing communications, and contracts shall determine the legal and commercial relationship between the Applicant(s) and NPICDCL. No other Government or NPICDCL's document/ guidelines/ manuals, including its procurement manual (for internal and official use of its officers), notwithstanding any mention thereof in the RfQ-cum-RFP, shall have any locus-standi in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in legal or dispute resolution or grievance redressal proceedings.
8. Information contained in the RfQ-cum-RFP or subsequently provided to the applicant(s) is on the terms and conditions set out in the RfQ-cum-RFP.
9. Each applicant's procurement of this RfQ-cum-RFP constitutes its agreement to, and acceptance of, the terms set forth in this disclaimer. By acceptance of this RfQ-cum-RFP, the recipient agrees that this RfQ-cum-RFP and any information herewith supersedes any other documents(s) or earlier information, if any, in relation to the subject matter hereto.

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## Section 1: Letter of Invitation

**Sahibzada Ajit Singh Nagar, Punjab**

**Date:** May 2025

### 1 **Background:**

- 1.1 The National Industrial Corridor Development Programme (“**NICDP**”) is a central sector scheme intended to create greenfield industrial smart cities/clusters of global standards. These industrial cities/clusters are built “ahead of demand” with ‘plug-n-play’ infrastructure & ICT enabled utilities, walk to work culture facilitating manufacturing investments. These projects are developed in partnership with State Governments. Government of India provides funds as equity and/or debt for trunk infrastructure development, and States provide land as their equity contribution.
- 1.2 Further, the NICDC PUNJAB INDUSTRIAL CORRIDOR DEVELOPMENT CORPORATION LIMITED (NPICDCL) a special purpose company has been incorporated between the Government of India and Government of Punjab to establish, promote, and facilitate the development of Amritsar Kolkata Industrial Corridor Project in Punjab.
- 1.3 NICDC Punjab Industrial Corridor development Corporation Limited (NPICDCL) – (the “Client”) wishes to engage a consultant to act as a Programme Manager for New Cities (PMNC) Services for the IMC RAJPURA being developed under the AKIC Project (the “Assignment”).
- 1.4 The objective of NPICDCL is to create a world class city in the region with industry as the main driver of economic development and employment supported by residential, social, and commercial infrastructure. A detailed master plan for IMC RAJPURA has been prepared which includes the proposed land uses, strategy, and framework. The Master Plan has its vision aligned with AKIC i.e., “to create a strong economic base in a globally competitive environment and state-of-the-art infrastructure to activate local commerce, enhance foreign investments and attain sustainable development”. The ambition of IMC RAJPURA as a harbinger of change can have been put forth as

*“a sustainable manufacturing region with world-class infrastructure and potential to growth in consonance with future requirements”*

Master Plan expects IMC RAJPURA to serve as a cradle for emerging industries, attract industries from other regions, establish itself as a regional industrial technology centre, supply R&D services to the region's traditional industries, and serve as a talent incubation centre by supplying entrepreneurial opportunities and developing talents.

- 1.5 This RFQ-cum-RFP is meant to engage Programme Managers for supporting the NPICDCL for

various program management activities associated the IMC RAJPURA comprising of 1098.85 acre.

- 1.6 With the aforesaid background, NPICDCL invites proposals from reputed & eligible applicants for the Assignment entitled **“Engagement of Consultant to act as a Programme Manager for New Cities (PMNC) for development and management of Integrated Manufacturing Cluster (IMC) Rajpura at Patiala district in Punjab under AKIC Project”**.

2 **Critical Data Sheet:**

- 2.1 Interested Applicants may download the RfQ-cum-RfP online from the following websites: <https://www.puda.gov.in/> and official website – <https://www.nicdc.in/> and (the “Official Websites”).

- 2.2 Some important dates for this RfQ-cum-RfP process are as follows:

S. No.	Description of the event	Date
1.	Date of the issuance of the RfQ-cum-RfP.	22/05/2025
2.	Last date of receiving queries/requests for clarification.	29/05/2025; 10:00 am
3.	Pre-bid Meeting.	03/06/2025; 03:00 pm
4.	Uploading of responses to pre-bid queries.	06/06/2025; 03:00 pm
5.	Last Date for submission of the Proposal.	30/06/2025; 03:00 pm

- 3 **Objective:** The objective of this RfQ-cum-RfP is to engage a Programme Manager for New Cities (PMNC) for the effective development, management, monitoring, and reporting of IMC Rajpura at Patiala district, in Punjab under AKIC Project. The PMNC will be responsible for monitoring the overall execution of the project, ensuring alignment and coordination between various stakeholders including EPC contractor, which have been previously appointed as well as which will be appointed to ensure adequate monitoring, coordination and the overall execution of the respective projects.

The detailed Terms of Reference shall be as described in Section 6 (*Terms of Reference*) of this RfQ-cum-RfP.

4 **Contents of the RfQ-cum-RfP:**

Section1	–	Letter of Invitation
Section2	–	Instructions to Consultants
Section3	–	Data Sheet
Section4	–	Technical Bid – Standard Forms
Section5	–	Financial Bid – Standard Forms
Section6	–	Terms of Reference
Section7	–	Standard Form of Contract
Appendices	–	Other relevant information, forms and formats

- 5 **Clarifications:**All clarifications/ corrigendum will be published only on the official website. The official website for accessing the information related to this RFQ-cum-RFP is: <https://uktenders.gov.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,

**SD/-  
CEO & MD  
NICDC PUNJAB INDUSTRIAL  
TOWNSHIP LIMITED, (NPICDCL)**

## Section 2: Instructions to Applicants

### 1. Background

1.1 The National Industrial Corridor Development Programme (“NICDP”) is a central sector scheme intended to create greenfield industrial smart cities/clusters of global standards. These industrial cities/clusters are built “ahead of demand” with ‘plug-n-play’ infrastructure & ICT enabled utilities, walk to work culture facilitating manufacturing investments. These projects are developed in partnership with State Governments. Government of India provides funds as equity and/or debt for trunk infrastructure development, and States provide land as their equity contribution

1.2 NICDC Punjab Industrial Corridor development Corporation Limited (NPICDCL), a Special Purpose Vehicle, which is a 50:50 JV between NICDIT (GOI) and PUDA, (GoP) has been set up for implementation of IMC Rajpura Project. Whereas, NICDC has been mandated to act as a project development company which undertakes various pre-feasibility, feasibility, master planning and engineering studies for developing greenfield industrial smart cities. NICDC also functions as the Knowledge Partner to all Project SPVs, State Government agencies and the Central Government for the implementation of the NICDP.

1.3 To effectively manage and monitor the progress of the project under the NICDP, the engagement of a Programme Manager for New Cities (PMNC) has been deemed essential by NICDC Punjab Industrial Corridor development Corporation Limited (NPICDCL). The PMNC will be responsible for monitoring the overall execution of the project, ensuring alignment and coordination between various stakeholders including EPC contractor, which have been previously appointed as well as which will be appointed for the project to ensure adequate monitoring, coordination and the overall execution of the project.

NICDC in this regard has appointed a consultant to act as its Knowledge Partner on behalf of NICDC for effective co-ordination, monitoring, reporting and implementation of the NICDP.

1.4 With the aforesaid background, NPICDCL invites proposals from reputed & eligible Applicants in 2 (two) cover systems (Cover I: Pre-qualification Proposal & Technical Bid and Cover II: Financial Bid) for the Assignment entitled “Engagement of a Consultant to act as a Programme Manager for New Cities (PMNC) for Development and Management of Integrated Manufacturing Cluster (IMC) Rajpura at Patiala District, in Punjab under AKIC Project”.

### 2. The RfQ-cum-RfP

#### 2.1 Basic Tender Details

This ‘RfQ-cum-RfP’ details the terms and conditions for entering a contract for delivery of the consultancy services (hereinafter called “**the Services**”) described in Section 6 (*Terms of Reference*).

## 2.2 General

- 2.2.1 The Client named in Section 3 (*Data Sheet*) will select a consulting firm/organization (the “**Consultant**”) in accordance with the method of selection specified in Section 3 (*Data Sheet*). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given by the Client and that the Client's decisions are without any right of appeal whatsoever.
- 2.2.2 The description of the Assignment has been mentioned in Section 3 (*Data Sheet*). Further, the detailed scope of the Assignment has been described in Section 6 (*Terms of Reference*).
- 2.2.3 The Applicants are invited to submit Pre-Qualification, Technical and Financial Proposals (collectively, the “**Proposal**”), as specified in this RfQ-cum-RfP, for the appointment of Programme Manager for New Cities (PMNC) required to be performed as per the Assignment. 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**”).
- 2.2.4 The term “**Applicant**” refers to a single entity or the group of entities (“**Consortium**”) coming together to submit the Proposal. The Proposal will form the basis for the Contract signing between the Client and the selected Applicant. The selected Applicant shall provide services for Programme Manager for New Cities (PMNC) in accordance with Section 6 (*Terms of Reference*).
- 2.2.5 The Applicants are encouraged to submit their respective Proposals after visiting the office of the Client, and ascertain for themselves the availability of documents and other data with the Client, Applicable Law and regulations or any other matter considered relevant by the Applicant. The Applicants should familiarize themselves with local conditions and take them into account while preparing their Proposals.
- 2.2.6 The Client will timely provide, at no cost to the Applicants, the inputs, facilities, relevant project data and reports related to the project, available with the Client, for preparation of the Proposals by the Applicants. However, for avoidance of doubt, it is hereby clarified that the aforesaid data/ information provided under the RfQ-cum-RfP or such other data/ information that may be provided under the RfQ-cum-RfP, is only indicative and solely for the purposes of rendering assistance to the Applicants towards preparation of their Proposals. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by the Client and/ or any of their associated agencies.

## 2.3 Conflict of Interest

- 2.3.1 The Client requires that the selected Applicant/Consultant provides professional, objective, and impartial advice and at all times hold the Client's interests' paramount at all times, and shall not try to get benefits beyond the legitimate payments and credentials in the Contract.

- 2.3.2 The Consultant should strictly avoid conflicts with other assignments or its own interests, and act without any consideration for future work.
- 2.3.3 The selected Applicant/Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of the Client and the Project. The Applicants must disclose to the Client in Form 4A 'Pre-Qualification Proposal Submission Form' and Form 4H 'Technical Proposal Submission Form' any actual or potential conflict that impacts its capacity to serve the best interest of the Client. Failure to disclose such situations shall be treated as a violation of the Code of Integrity (*Refer Clause 13 below*) and shall attract penalties mentioned therein. Proposals found to have a conflict of interest shall be rejected as non-responsive.
- 2.3.4 Without limitation on the generality of the preceding, an Applicant/Consultant in this Procurement Process shall be considered to have a conflict of interest if the Consultant ("**Conflict of Interest**"):
- 1 Conflicting Associations:
    - (a) directly or indirectly controls, is controlled by or is under common control with another Applicant; or
    - (b) receives or has received any direct or indirect subsidy/ financial stake from another Applicant; or
    - (c) has the same correspondence address or same legal representative/ agent as another Applicant for purposes of this proposal;
    - (d) has a relationship with another Applicant, directly or through common third parties, that puts it in a position to have access to information about or influence the Proposal of another Applicant or influence the decisions of the Client regarding this Selection Process.
  - 2 Unfair Competitive Advantage and Conflicting Activities: had (or any of its Affiliates) been engaged by the Client to provide goods, works, or services for a project, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or services.
  - 3 Conflicting Assignments: would (including its experts and sub-consultants) or any of its Affiliates) be or are providing consultancy services in any another assignment that, by its nature, may conflict with this Assignment.
  - 4 Commissions and Gratuities: The Applicant(s) shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the Selection Process or execution and performance

of the resulting Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

5 Conflicting Relationships: has close business/ family relationship with a staff of the Client who are/ would be directly/ indirectly involved in any of the following activities:

- (a) Preparation of the RfQ-cum-RfP and/or Terms of Reference of the Selection Process; and/or
- (b) Evaluation of Proposals or award of Contract, and/or
- (c) Implementation/ supervision of the resulting Contract.

2.3.5 Notwithstanding any provision to the contrary contained in Clause 2.3.4 above, the prior engagement of an Applicant by the Client for any consulting assignment (except for those stated in Clause 2.7.2 (3)) of a similar nature shall not, in and of itself, be deemed to constitute a Conflict of Interest. However, such Applicant shall be obligated to fully disclose any such prior engagement with the Client, as specified under Form 4S. The Client reserves the exclusive right to determine, in its sole and absolute discretion, whether such prior engagement constitutes a Conflict of Interest, and the Client's decision in this regard shall be final and binding upon the Applicant.

## 2.4 Dispute Resolution

2.4.1 This RfQ-cum-RfP and the rights and obligations of the Parties and any dispute arising under or relating thereto (whether in contract, tort or otherwise) shall be governed by and construed in accordance with the laws of India.

2.4.2 The Parties shall submit to the exclusive jurisdiction of the courts in **Mohali Punjab/Chandigarh**, India.

## 2.5 Proposal Validity

2.5.1 The Proposal shall be valid for a period of not less than 120 (One Hundred and Twenty) days from the Proposal Due Date (the "PDD"). A Proposal valid for a shorter period shall be rejected as non-responsive. In case the day up to which the Proposals are to remain valid falls on/ subsequently declared a holiday or closed day for the Client, the Proposal validity shall automatically be deemed to be extended up to the next working day.

2.5.2 In exceptional circumstances, before the expiry of the original time limit, the Client may request the Applicants to extend the validity period for a specified additional period. The request and the Consultants' responses shall be made in writing or electronically.

- 2.5.3 The Applicants have the right to refuse to extend the validity of its Proposal, in which case such Proposal shall not be further evaluated, and the Client shall be required to return the Bid Security of such Applicant.
- 2.5.4 If the Applicant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Personnel.
- 2.5.5 If any Key Personnel (“**Original Key Personnel**”) become unavailable for the extended validity period, the Applicant shall seek permission to substitute the Original Key Personnel with another Key Personnel (“**Substitute Key Personnel**”). The Applicant shall provide adequate written justification and evidence to the Client with the substitution request. In such case, the Substitute Key Personnel shall have equal or better qualifications and experience than Original Key Personnel. The technical evaluation score, however, shall remain based on the evaluation of the curriculum vitae of the Original Key Expert.
- 2.5.6 If the Applicant fails to provide a Substitute Key Personnel with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal shall be rejected.
- 2.6 Brief description of the Selection Process:
- 2.6.1 The Client has adopted a 3 (three) stage (collectively, the “**Selection Process**”) for the evaluation of the Proposals.
- 2.6.2 The Proposals shall comprise of three parts namely the Pre-Qualification, Technical Proposal, and Financial Proposal. The Pre-Qualification and Technical Proposal shall be submitted separately in Cover I. Financial Proposal shall be submitted separately in Cover II.
- 2.6.3 The submissions for Pre-Qualification shall be evaluated first as specified in this RfQ-cum-RfP (*Refer Clause 8.2.2 below*). Subsequently the technical evaluation as specified in this RfQ-cum-RfP (*Refer Clause 8.2.4 below*) will be carried out only for those Applicants who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. The Financial Proposal of only the technically qualified Applicants will be opened. Subsequently the financial evaluation as specified in this RfQ-cum-RfP (*Refer Clause 8.2.7 below*) will be carried out. Proposals will finally be ranked according to their combined technical and financial scores as specified in this RfQ-cum-RfP (*Refer Clause 4, Annexure-IV below*). The first ranked Applicant (the “**Successful Applicant**”) shall be invited for negotiations. In case, the first ranked applicant does not accept the offer, the bid would be cancelled and re-tendered.
- 2.7 Right to reject any or all Proposals:

- 2.7.1 Notwithstanding anything contained in this RfQ-cum-RfP, the Client reserves the right to accept or reject any Proposal and /or to annul the Selection Process and/or reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.7.2 Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:
- 1 at any time, a material misrepresentation is made or discovered, or
  - 2 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 the Applicant has either completed or is engaged by NICDC/SPV as a Single entity/Consortium partner in preparation of Master Plan and Preliminary engineering, feasibility study, the cost estimates or any other related activities for this project **in the administrative/public/project/work interest**
- 2.7.3 Any misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

2.8 Acknowledgement by Applicant

It shall be deemed that by submitting the Proposal, the Applicant has:

- 1 made a complete and careful examination of the RfQ-cum-RfP;
- 2 received all relevant information requested from the Client;
- 3 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;
- 4 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;
- 5 acknowledged that it does not have a Conflict of Interest; and
- 6 agreed to be bound by the undertaking provided by it under and interm hereof.
- 7 Neither the Client nor its employees or associated agencies shall 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 nor its employees or associated agencies.

## 2.9 Clarification and Amendment of RfQ-cum-RfP

### 2.9.1 Downloading the RfQ-cum-RfP

The RfQ-cum-RfP can be downloaded as per the details given in Clause 2.1 of Letter of Invitation.

### 2.9.2 Corrigenda/ Addenda to RfQ-cum-RfP

- 1 Before the deadline for submitting Proposals, the Client may update, amend, modify, or supplement the information, assessment or assumptions contained in the RfQ-cum-RfP by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original RfQ-cum-RfP. Without any liability or obligation, NPICDCL may send intimation of such corrigenda/ addenda to Applicants who have downloaded the document under their login. However, the Applicants must check the Official Website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the RfQ-cum-RfP.
- 2 To give reasonable time to the prospective Applicants to take such corrigendum/ addendum into account in preparing their Proposals, the Client may suitably extend the deadline for the Proposal submission as necessary. After the Client makes such modifications, any Applicant who has submitted their Proposal in response to the original invitation shall have the opportunity to either withdraw their Proposal or re-submit their Proposal superseding the original Proposal within the extended time of submission as per Clause 0 below.
- 3 The Client may extend the deadline for the submission of the Proposal by issuing an amendment. In this case, all rights and obligations of the Client and the Applicants previously subject to the original deadline shall then be subject to the new deadline for the submission of the Proposal.

### 2.9.3 Clarification of the RfQ-cum-RfP

An Applicant requiring any clarification regarding the RfQ-cum-RfP may seek clarification as mentioned in tender. Applicants may seek clarification on this RfQ-cum-RfP document, within a period of 7 (seven) days of the date of issue of this RfQ-cum-RfP document. The query and clarification shall be shared with all Applicants on the Portal without disclosing its source. If a modification of the RfQ-cum-RfP is warranted due to such clarification, an addendum/ corrigendum shall be issued as per Clause 2.9.2 above. Any clarification issued

by the Client to the Applicants shall form part of the Selection Process and shall be binding on all the Applicants.

#### 2.10 Pre-Bid Meeting

2.10.1 Prospective Applicants interested in participating in this RfQ-cum-RfP may attend the Pre-Bid Meeting to clarify the techno-commercial conditions of the RfQ-cum-RfP, at the venue, date and time specified in Section 3 (*Data Sheet*).

2.10.2 Participation is not mandatory: However, if an Applicant chooses not to (or fails to) participate in the Pre-Bid Meeting or does not submit a written query, it shall be assumed that they have no issues regarding the techno-commercial conditions.

2.10.3 The date and time by which the written queries for the Pre-Proposal must reach the Client and the last date for registration for participation in the Pre-Bid Meetings shall be as per Section 3 (*Data Sheet*).

Delegates of the Applicants participating in the Pre-Bid Meeting must provide a photo identity and an authorization letter as per Form 4R 'Authorization to attend pre-Proposal Conference' from their Company/principals; else, they shall not be allowed to participate. The Pre-Bid Meeting may also be held online at the discretion of the Client.

2.10.4 After the Pre-Bid Meeting, the replies to the queries of the prospective bidders along with the corrigendum (if any) shall be published on the Official Website(s) within 7 (seven) days from the last date of receipt of Pre-Bid queries. To give reasonable time to the prospective Applicants to consider such clarifications in preparing their Proposals, the Client may suitably extend, as necessary, the deadline for the Proposal submission.

#### 2.11 Payment Terms

The Successful Applicants shall be eligible to receive the payments as per the Terms and Conditions as specified in Section 7 (*Standard Form of Contracts*).

### 3. **Bid Security**

3.1 A bid security in the form of a Bank Guarantee (from/confirmed by the bank in the format specified in Form 4G (I)) or Account Payee Demand Draft, from a Scheduled Indian Bank in favour of "NPICDCL", **valid for 45 (forty five) days from the date of Proposal opening, payable at Patiala, for the sum of ₹50,00,000/-only (Rupees Fifty Lakh only) shall be required to be submitted by each Applicant ("Bid Security")**. For the purpose of clarity, Scheduled Indian Bank shall mean State Bank of India and its Associates, Nationalised Banks, Other Public Sector Banks and Private Sector Banks as prescribed in the Second Schedule to the Reserve Bank of India Act, 1934.

Provided that the following categories of Applicants, on submission of Bid Security Declaration in the format specified in Form 4G (II), shall be exempted from furnishing Bid Security:

- a. **Micro and Small Enterprises (MSEs)** holding a valid Udyam Registration and specifically confirming this status at the time of Proposal submission may claim an exemption from submitting Bid Security. Such MSEs must have their credentials validated online through the Udyam Registration website of the Ministry of MSME, supported by documents uploaded during the Selection Process and verified by the Purchaser.
- b. **Start-ups recognized by DPIIT**, holding a valid Startup Recognition Certificate, may claim an exemption from submitting Bid Security. The Applicant must upload this certificate during the Selection Process for validation by the Purchaser. The Applicant must also ensure that turnover for any financial year has not exceeded the limits prescribed in the certificate or under the DPIIT Start-up scheme.
- c. Applicants who have had their credentials verified through Vendor Assessment by agencies designated by the Portal for the specific services under the RfQ-cum-RfP are eligible, provided they hold a valid Vendor Assessment Report or Vendor Assessment Exemption confirmation. The Applicant must upload the Vendor Assessment Report or Exemption confirmation for validation by the Purchaser.
- d. Central / State Public Sector Undertakings.

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

**Account Name: NICDC Punjab Industrial Corridor Development Corporation Ltd.**

**Bank Name: Indian Bank**

**Account Number: 7467736936**

**IFSC Code: IDIB000M728**

**Branch Name: Sector 62 Mohali**

- 3.2 The Client shall not be liable to pay any interest on Bid Security.
- 3.3 The Client will be entitled to forfeit and appropriate the Bid Security as mutually agreed loss and damage payable to Client in regard to the RfQ-cum-RfP without prejudice to Client's any other right or remedy under the following conditions:
  - 1 If an Applicant engages in a Prohibited Practices as envisaged under this RfQ-cum-RfP (*including the Standard Form of Contract*); or

- 2 If any Applicant withdraws or amends his Proposal or impairs or derogates from its Proposal in any respect during the period of the Proposal's validity as specified in this RfQ-cum-RfP (*Refer to Clause 2.5*) and as may be extended by the Applicant from time to time, or
- 3 If the Applicant attempts to influence the Selection Process; or
- 4 In the case of the Successful Applicant, after having been notified within the Proposal Validity of the acceptance of his Proposal by the Client, if the Successful Applicant:
  - (a) Refuses to or fails to submit the original documents for scrutiny or
  - (b) Fails to sign and return, as acknowledgement, the copy of the Letter of Award within the stipulated time or any extension thereof or
  - (c) fails to sign the contract or
  - (d) fails to provide the Performance Security within the specified time limit, or
  - (e) If the Applicant commits any breach of terms of this RfQ-cum-RfP or is found to have made a false representation to Client or submits false certificates in terms of any documents in support of the Applicant's Proposal.

Provided that the Client shall have the right to enforce the Bid Security Declaration, for the Applicants who have submitted such Bid Security Declaration in lieu of the Bid Security, for all grounds for which the Client has the right to forfeit and appropriate the Bid Security.

- 3.4 Unsuccessful Applicants' Bid Security shall be returned to them without any interest not later than 15 (fifteen) days from the date of their elimination from the from the relevant Stage of the Selection Process.

Provided that in the event the unsuccessful Applicant had submitted Bid Security Declaration, as provided for in terms of this RfQ-cum-RfP, such Bid Security Declaration shall expire from the date of their elimination from the from the relevant Stage of the Selection Process.

- 3.5 Successful Applicant's Bid Security shall be returned without any interest not later than 15 (fifteen) days after receipt of Performance Security from them.

Provided that in the event the Successful Applicant had submitted Bid Security Declaration, as provided for in terms of this RfQ-cum-RfP, such Bid Security Declaration shall expire from the date of receipt of Performance Security from them.

#### **4. Eligibility of Applicants**

- 4.1 The Applicant for participation in the Selection Process, may be a single entity or a group of entities (the “Consortium”), coming together to execute the Assignment. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of any other consortia bidding for the Assignment.
- 4.2 An Applicant or a member of Consortium may either be a sole proprietorship firm/a partnership firm/a limited liability partnership/ a company incorporated under the Companies Act 1956 (or the Companies Act, 2013) or a body corporate incorporated under the applicable laws of its origin.
- 4.3 An Applicant shall not have a Conflict of Interest, as provided under Clause 2.3.4 above, that may affect the fair competition in the Selection Process or the Consultancy. The Applicant shall be required to declare the absence of such Conflict of Interest in formats – Form 4A (*Pre-Qualification Proposal Submission Form*) and Form 4H (*Technical Proposal Submission Form*).
- 4.4 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 (or enforce the Bid Security Declaration) 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.

Provided that where the Applicant has submitted a Bid Security Declaration in lieu of the Bid Security, the Client shall have the right to enforce the Bid Security Declaration wherein any Applicant is found to have a Conflict of Interest.

- 4.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any tender, and the bar subsists as on the date of the PDD, would not be eligible to submit a Proposal.
- 4.6 An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

The term ‘Associate’ in the above Clause shall have the meaning ascribed to it as per Clause 5.5.3

- 4.7 An Applicant shall submit its Proposal either individually or as a Consortium. However, it may as part of its Proposal specify specialty sub-consultants provided however that the compensation for such sub-consultant(s) shall not exceed 25% (Twenty five percent) of the Yearly Fee Ceiling (*as defined in the Standard Form of Contract*) at any time. Sub-

consultant(s) envisaged to deliver the scope of works must be listed in the Proposal with their role(s) and responsibility clearly noted in the organization chart. The experience of the sub-consultant will not be considered while evaluating the Proposal.

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

- 1 Number of members in a consortium shall not exceed 2 (two);
- 2 Subject to the provisions of sub-Clause (1) above, the Proposal should contain the information required for each member of the Consortium;
- 3 Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”). The nomination(s) shall be supported by a Power of Attorney, as per the format–Form 4F(*Format for Power of Attorney for Lead Member of Consortium*),in this RfQ-cum-RfP, signed by all the other members of the Consortium. The duties, responsibilities and powers of such Lead Member shall be specifically included in the Joint Bidding Agreement, as per the format – Form 4D(*Format for Joint Bidding Agreement*),in this RfQ-cum-RfP, signed by all the other members of the Consortium. It is expected that the Lead Member would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Client expects that Lead Member should have maximum responsibility pertaining to execution of Assignment;
- 4 The Proposal should include a brief description of the roles and responsibilities of individual members of the Consortium;
- 5 An individual Applicant cannot at the same time be a member of a Consortium applying for the Assignment. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for the Assignment;
- 6 No Change in the composition of the Consortium will be permitted by the Client during the Selection Process and during the subsistence of the Contract (in case the Successful Applicant is a Consortium).

4.8.2 Members of the Consortium shall enter into a binding Joint Bidding Agreement, for the purpose of submitting a Proposal. The Joint Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:

- 1 clearly outline the proposed roles and responsibilities, if any, of each of the member;
- 2 include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Assignment until the completion of the Assignment in accordance with the contract and

Section 6 (*Terms of Reference*);

- 3 clearly define the proposed administrative arrangements (organization chart) for the management and execution of the Assignment, if awarded to the Consortium;
- 4 except as provided under this RfQ-cum-RfP, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Client.

4.9 Sub-contracting

The Applicant shall not subcontract the whole of the Services to sub-consultants. However, subject to the restrictions outlined in this RfQ-cum-RfP, an Applicant may propose sub-contracting a part of the contract for specialized items of services, provided such a sub-consultant does not circumvent the eligibility and qualification criteria based on which the Applicant was shortlisted in the Selection Process. The names and details of the sub-consultants must be clearly stated in the proposal submitted by the Applicant. Despite any approval of the Client for such arrangements, the Applicant shall be solely and directly responsible for executing sub-contracted portions of the Contract. The total value of the sub-contracted portion of services must not exceed 25% (twenty-five percent) of the Contract Price (*as defined under Clause 11.1.1 below*). Sub-contracting by the Applicant without the approval of the Client shall be a breach of Contract.

4.10 Compliance with the restrictions under Rule 144 (xi) of GFR 2017: Restrictions on procurement from a bidder of a country which shares a land border with India

4.10.1 To be eligible to participate in the RfQ-cum-RfP, any Applicant from a country which shares a land border with India will be eligible to participate only if the Applicant is registered with the registration committee constituted by the DPIIT.

4.10.2 “**Applicant**” means any person or firm or company, including any member of a consortium (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of Applicants stated hereinbefore, including any agency branch or office controlled by such person, participating in a RfQ-cum-RfP.

4.10.3 “**Applicant from a country which shares a land border with India**” for the purpose of this Clause means:

1. An entity incorporated, established, or registered in such a country; or
2. A subsidiary of an entity incorporated, established, or registered in such a country; or
3. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
4. An entity whose beneficial owner is situated in such a country; or

5. An Indian (or other) agent of such an entity; or
6. A natural person who is a citizen of such a country; or
7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

4.10.4 The beneficial owner for the purpose of Clause 4.10.3 above will be as under:

1. In case of a company or limited liability partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation –
  - a. **“Controlling ownership interest”** means ownership of or entitlement to more than 25% (twentyfive percent) of shares or capital or profits of the company;
  - b. **“Control”** shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

4.10.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

4.10.6 The Successful Applicant shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the registration committee constituted by the DPIIT.

## **5. Preparation of Proposal**

### **5.1 Language of the Proposal**

Applicants are requested to submit their Proposal in English Language and strictly in the formats provided in this RfQ-cum-RfP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects. Any supporting documents submitted by the Applicant with its Proposal or subsequently, in response to any query/clarification from the Client shall be in English and in case any of these documents is in another language, then it must be accompanied by a certified translation of all the relevant passages in English, in which case, for all purposes of interpretation of the proposal, the translation in English shall prevail.

### **5.2 Acquaintance with the Local Conditions and Factors**

The Applicants acknowledges that before the submission of their Proposal, the Applicant has, after a complete and careful examination, made an independent evaluation of the local conditions, infrastructure, logistics, communications, legal, environmental, and any other conditions or factors which would have any effect on the performance of the Contract. Applicants shall be responsible for compliance with the Applicable Law in force from time to time at relevant places. On such matters, the Client shall have no responsibility and not entertain any request from the Applicants.

### **5.3 Cost of preparation and submission of Proposals**

The Applicant(s) shall bear all direct or consequential costs, losses and expenditures associated with or relating to the preparation, submission, and subsequent processing of their Proposals, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Client may require, or any other costs incurred in connection with or relating to their Proposals. All such costs, losses and expenses shall remain with the Applicant(s), and the Client shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by Applicant (s) for participation in the Selection Process, regardless of the conduct or outcome of the Selection Process.

### **5.4 Interpretation of Provisions of the RfQ-cum-RfP**

The RfQ-cum-RfP provisions must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context, contrived, or between-the-lines interpretation is unacceptable.

### **5.5 Alternate Proposals are not Allowed**

- 5.5.1 Conditional offers, alternative offers, and multiple Proposals by an Applicant shall not be considered. The Portal shall permit only one Proposal to be uploaded.
- 5.5.2 In cases where a holding company has more than one independent unit with common business ownership or management, only one unit is permitted to submit a Proposal. Similar restrictions apply to closely related sister companies. Any participation by an Applicant's sister, associated, or allied concern(s) in the RfQ-cum-RfP process will result in the disqualification of the Applicant.
- 5.5.3 For purposes of this clause, "sister, associated, or allied concern" refers to any company, society, partnership, or proprietorship firm with one or more common directors, partners, members, or owners.
- 5.5.4 If an Applicant submits more than 1 (one) Proposal, all Proposals submitted under the RfQ-cum-RfP will be disqualified.
- 5.5.5 In this context, "person" includes any proprietorship firm, partnership firm, limited liability partnership, private limited or limited company, society registered under the Societies Act, statutory bodies, or any other legal entity, as applicable. Multiple Proposals for the RfQ-cum-RfP will be deemed submitted if any person bids in any two or more of the following formats:
1. individual or proprietorship format and/or
  2. partnership or association of persons format and/or
  3. a company format

Whereby,

- a. "Company" includes any artificial person constituted under Indian law or the laws of any other country.
- b. A person is deemed to have bid in a partnership or association of persons format if they are a partner of the firm or a member of an association of persons that has submitted a Proposal.
- c. A person is deemed to have bid in a company format if they:
  - i. More than 10% (ten percent) of the voting share capital of the company which has submitted a Proposal, or
  - ii. Is a director and / or key managerial personnel of the company which has submitted a Proposal, or

- iii. Holds more than 10% (ten percent) of voting share capital in and/or is a director and / or key managerial personnel of a holding company of that company which has submitted the Proposal.

5.5.6 By submitting a Proposal pursuant to the RfQ-cum-RfP, the Applicant declares that they have not submitted any other Proposal or multiple Proposals, as defined in this clause.

5.5.7 All the Proposal of an Applicant who has submitted multiple Proposal, as per the clause, shall be rejected and Bid Security for all such Proposal shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the Client towards Selection Process and in the scrutiny & evaluation of Proposals. In addition to the above, Applicants found to be in contravention to the said clause will be liable for administrative actions.

Provided, however, that if such an Applicant has submitted a Bid Security Declaration, the Client shall have the right to enforce this Bid Security Declaration.

## 5.6 Proposal

5.6.1 While preparing their Proposal, the Applicants are expected to thoroughly examine the RfQ-cum-RfP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

5.6.2 The Proposals must be properly signed by the authorised representative of the Applicant (“**Authorised Representative**”) as detailed below:

- 1 by the partner holding the Power of Attorney in case of a partnership firm/limited liability partnership (A certified copy of the Power of Attorney shall accompany the Proposal)
- 2 by the proprietor in case of a proprietorship firm;
- 3 by a duly authorized person holding the Power of Attorney or by a Board Resolution in case of a company or a corporation (A certified copy of the Power of Attorney/Board Resolution shall accompany the proposal);
- 4 by the authorized representative of the Member in Charge in case of consortium (a certified copy of Board Resolution/Power of Attorney indicating the representative shall accompany the Proposal).

5.6.3 Applicants should note the PDD, as specified in Section 3 (*Data Sheet*), for submission of Proposals. Except as specifically provided in this RfQ-cum-RfP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of documents received by the closing time of PDD as specified in Section 3 (*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.

#### 5.6.4 Relationship between Applicant and Portal

The Client is neither a party nor a principal in the relationship between the Applicant and the organization hosting the Portal. Applicants must comply with the rules, regulations, procedures, and implied conditions/ agreements of the Portal, including registration, compatible Digital Signature Certificate (“DSC”) etc. Applicants shall settle clarifications and disputes, if any, regarding the GeM Portal directly with them. In case of conflict between provisions of the GeM Portal with the RfQ-cum-RfP, provisions of the Portal shall prevail except otherwise mentioned in the document. Applicants may study the resources provided by the Portal for Applicants.

#### 5.6.5 Signing of Proposal

The Authorized Representative signing/ digitally signing the Proposal or any other connected documents should submit an authenticated copy of the document(s), which authorizes the Authorized Representative to commit and submit Proposals on behalf of the Applicants along with the Form 4A (*Pre-Qualification Proposal Submission Form*).

#### 5.6.6 Submission/ Uploading to the Portal

- 1 Proposals must be uploaded on the Portal until the deadline for the Proposal submission as notified therein. If the office happens to be closed on the deadline to submit the Proposal as specified above, this deadline shall not be extended. No manual Proposals shall be made available or accepted for submission. Proposals submitted through modalities other than those stipulated in RfQ-cum-RfP shall be liable to be rejected as non-responsive.
- 2 In the case of downloaded documents, the Applicant must not make any changes to the contents of the documents while uploading, except for filling in the required information— otherwise, the Proposal shall be rejected as non-responsive. Uploaded Pdf documents should not be password protected. Applicants should ensure the clarity/ legibility of the scanned documents uploaded by them.
- 3 The date and time of the GeM server clock shall be the reference time for deciding the closing time of the Proposal submission. Applicants are advised to ensure they submit their Proposal within the deadline of submission, taking the server clock as a reference, failing which the portal shall not accept the Proposal. No request on the account that the server clock was not showing the correct time and that a particular Applicant could not submit their Proposal because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a

reason for a complaint. The Client shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender process.

Only one copy of the Proposal can be uploaded, and the Applicant shall digitally sign all statements, documents, and certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the IT Act 2000 (as amended from time to time). A Proposal submitted by a Consortium shall be digitally signed as per the requirements set-out under Clause 4.8 (3).

- 4 Originals of the Bid Security instrument (Bank Guarantee, DD etc.), Bid Processing fee instrument (DD etc. or in case of online Acknowledgement copy of same), all Original Power of Attorneys & Original Joint Bidding Agreement must be physically submitted sealed in double cover at the venue mentioned in Section 3 (*Data Sheet*) on or before the Proposal Due Date and time.. Failure to do so will result in the Proposal being rejected. If the office is closed on the deadline for such physical submission, the physical submission deadline shall stand extended to the next working day at the same time and venue.
- 5 The Client reserves its right to call for verification, at any stage of evaluation, especially from the successful Applicant(s) before the issue of a Letter of Award (*as defined under Clause 11.1.1 below*), originals of uploaded scanned copies of documents. If an Applicant fails at that stage to provide such originals or, in case of substantive discrepancies in such documents, it shall be construed as a breach of the Code of Integrity in Clause 13. Such Proposals shall be liable to be rejected as non-responsive and other punitive actions for such a breach.
- 6 All Proposals uploaded by the Applicant to the Portal shall get automatically encrypted. The encrypted Proposal can only be decrypted/ opened by the authorised persons on or after the due date and time. The Applicant should ensure the correctness of the Proposal before uploading and take a printout of the system generated submission summary to confirm the successful Proposal upload.

#### 5.6.7 Pre-Qualification Proposal

The Pre-Qualification Proposal should provide the details of eligible projects as per the Standard Forms so as to meet the Minimum Qualification Criteria prescribed in this RfQ-cum-RfP.

#### 5.6.8 Technical Proposal

- 1 The Technical Proposal should provide the following information using the attached Standard Forms:
  - (a) Applicant's experience 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. (*Refer Form 4I*)
- (b) Detailed Approach and Methodology for undertaking the current Assignment. (*Refer Form 4K*)
  - (c) Against the list of proposed key personnel (“**Proposed Key Personnel**”), details of tasks assigned to each staff as per his/her experience shall influence the evaluation. (*Refer Form 4L*)
  - (d) The curriculum vitae shall as per the prescribed format (*Refer Form 4M*) and shall be maximum of 4 (four) single sided pages (2 sheets double sided) for each Key Personnel. In addition, a 1 (one) page executive summary shall be provided. In the event any averment made in the curriculum vitae of a Proposed Key Personnel is incorrect, such person shall be liable to be debarred for any future assignment of Client for a period of 3 (three) years. The award of the Assignment to the Applicant may also be liable to cancellation in such an event.
  - (e) The Applicants shall make the assessment of support personnel (“**Additional Personnel**”), both -technical and administrative, to undertake the Assignment (*Refer Form 4O*). Additional Personnel staff shall be provided as needed for the timely completion of the Assignment within the total estimated cost. Applicants should provide time estimates of Key Personnel as well as Additional Personnel in the staffing schedule (*Refer Form 4N and 4O*). It is stressed that the time period for the Assignment indicated in the Section 6 (*Terms of Reference*) should be strictly adhered to.
- 2 Failure to comply with or provide the above listed items in the Technical Proposal may result in disqualification.
- 3 While preparing the Technical Proposal, Applicants must give particular attention to the following:
- (a) The Applicant is to ensure that the time allocated for the Proposed Key Personnel does not conflict with the time allocated or proposed for any other assignment. The Client reserves the right to request a workload projection (including time spent on other projects/clients) for the Proposed Key Personnel.
  - (b) The composition of the proposed Team and the task assignment to individual Proposed Key Personnel shall be clearly stated.
  - (c) No Proposed Key Personnel shall be proposed for any position if the curriculum vitae of such Proposed Key Personnel does not meet the requirements of the Terms of Reference.

- (d) The Proposed Key Personnel shall remain available for the period as indicated in the RfQ-cum-RfP.
  - (e) No alternative proposal for any Proposed Key Personnel shall be made and only one curriculum vitae for each position shall be furnished.
  - (f) Each curriculum vitae is required to have been signed by the Proposed Key Personnel and countersigned by the Authorised Representative of the Applicant.
  - (g) A curriculum vitae will be summarily rejected if the educational qualification of the Proposed Key Personnel does not match with the requirement of the RfQ-cum-RfP.
  - (h) The Applicant must furnish the Client certifications/Certificate from the Statutory Auditor for the projects listed under the experience section.
  - (i) The Applicant should form a Consortium with their Associate in case they want to submit the proposal using the experience/strength of their Associate.
  - (j) If the Applicant being a Consortium is qualified on the strength of the experience of a member which is a foreign company/ entity, requisite Proposed Key Personnel from that foreign company/ entity shall be fielded.
  - (k) The Proposed Key Personnel should possess good working knowledge of English language.
  - (l) No Proposed Key Personnel involved should have attained the age of 65 (sixty-five) years at the time of submitting the Proposal. The Client reserves the right to ask for proof of age, qualification and experience of the Proposed Key Personnel at any stage of the Selection Process/Contract.
  - (m) The technical proposal must not include any financial information.
- 4 Failure to comply with the requirements spell-out above shall lead to deduction of marks during the evaluation of the Proposal. Further, in such a case, Client will be entitled to reject the Proposal.
- 5 The Proposal shall be accompanied by a certified copy of legally binding Joint Bidding Agreement in case of Consortium, in the format provided RfQ-cum-RfP (Refer Form 4D), signed by all firms/entities confirming the following therein:
- (a) Date and place of signing;
  - (b) Purpose of Consortium (must include the details of the Services hereunder for which the Consortium has been invited to bid);
  - (c) A clear and definite description of the proposed administrative arrangements (organisation chart) for the management and execution of the assignment;
  - (d) Delineation of duties/responsibilities and scope of work to be undertaken by each member along with resources committed by each member of the Consortium for the proposed Services;
  - (e) An undertaking that the members of the Consortium are jointly and severally liable to the Client for the performance of the Services; and

- (f) The Authorized Representative of the Consortium (as approved by a Board resolution of Member-in-Charge/Lead Member).
  
- 6 The furnishing of this Joint Bidding Agreement to the Client shall not in any manner prejudice the provisions in the Contract relating to joint and several liabilities of the Members.
  
- 7 Similarly, Power of Attorney for both – Authorized Representative and Lead Member of the Consortium shall also be furnished as per the formats available in the RfQ-cum-RfP i.e., formats – Form 4E (Format for Power of Attorney for Authorized Representative) and Form 4F (Format for Power of Attorney for Lead Member of Consortium).

#### 5.6.9 Financial Proposal:

- 1 While preparing the financial proposal (the “Financial Proposal”), Applicants are expected to take into account the various requirements and conditions stipulated in this RfQ-cum-RfP. The Financial Proposal shall be inclusive of all the costs including taxes associated with the Assignment.
  
- 2 It is clarified that, for the purposes of evaluation, the Financial Proposal should be prepared in Indian Rupees, using the rates for 2024 which would thereafter be regarded as the standard schedule of rates. In submitting the Financial Proposal, the Consultant shall adhere to the following requirements:
  - (a) All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Key Personnels including the resource pool as provided in Form 5B-1 ‘Standard Schedule of Rates for PMNC Key Personnel’ and Form 5B-2 ‘Standard Schedule of Rates for additional Personnel’. The Financial Proposal shall include man month rates for the personnel including resource pool and the same may be payable on deployment basis each month as in Form 5C ‘Staff Fee Estimate’. 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.
  
  - (b) The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the Contract, levies and other impositions applicable under the prevailing law on the Applicants and their personnel. For the avoidance of doubt, it is clarified that all taxes, shall be deemed to be included in the cost shown under different items of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

- 3 Prepare a standard schedule of monthly rates in Indian Rupees only for the Key Personnels and the resource pool for which the Form 5B-1 'Standard Schedule of Rates for PMNC Key Personnel', Form 5B-2 'Standard Schedule of Rates for additional Personnel', and Form 5C 'Staff Fee Estimate' are given in Section 5 of this RfQ-cum-RfP.
  - 4 Indexation of remuneration will not be done in this Contract. For the sake of clarity, it is again clarified that the same rates are to be quoted for Year 1 (one) to 3(Three) and escalation will not be given in this Contract.
  - 5 The monthly fee quoted by the Applicant shall take into account the expense on salaries of Key Personnel and the resource pool deployed for the Assignment as per Form 5C 'Staff Fee Estimate' given in Section 5 of this RfQ-cum-RfP.
    - (a) Domestic travel (economy class only) shall be undertaken with prior approval of the Client and paid on actual reimbursement after submission of documentary evidences in accordance with the approval.
    - (b) In case of any discrepancy between the amount quoted in figures and words, the amount quoted in words will be considered for evaluation purposes.
  - 6 The Proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RfQ-cum-RfP (Refer Section 5).
  - 7 The Financial Proposal shall be divided into professional fee for both- Key Personals and resource pool, as per forms prescribed in this RfQ-cum-RfP.
  - 8 The breakup of the remuneration of Key Personals should match the total cost of the Financial Proposal. In case of any discrepancy, the lower of the amount as mentioned in the forwarding letter of the Financial Proposal and the amount arrived at after carrying out the arithmetic verification will be considered for evaluation as well as for making payments.
- 5.6.10 The Proposals must remain valid for a period as specified in Section 3 (*Data Sheet*). During this period, the Applicant is expected to keep available the Key Personnel proposed for the Assignment.
- 5.6.11 The Client will make its best effort to complete negotiations within the validity period as specified in Section 3 (*Data Sheet*).
- 5.6.12 The rates and amounts indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

## **6. Proposal Opening**

The Proposals shall be opened on or after the date & time of the opening stipulated in Section 3 (*Data Sheet*). Proposals cannot be opened before the specified date & time, even by the Tender Inviting Officer as per Section 3 (*Data Sheet*). If the specified date of Proposal opening falls on a day which is subsequently declared a holiday or closed day for the Client, the Proposals shall be opened at the appointed time on the next working day.

## **7. Modification, Resubmission and Withdrawal of Proposals**

### **7.1 Modification & Resubmission**

Once submitted on the Portal, the Applicant cannot view or modify their Proposal since it is locked by encryption. However, resubmission of the Proposal by the Applicant for any number of times superseding earlier Proposal(s) before the submission date and time is allowed. Resubmission of a Proposal shall require uploading all documents, including the Financial Proposal, afresh. The system shall consider only the last Proposal submitted.

### **7.2 Withdrawal**

7.2.1 The Applicant may withdraw their Proposal before the Proposal submission deadline, and it shall be marked as withdrawn and shall not get opened during the Proposal opening.

7.2.2 No Proposal should be withdrawn after the Proposal submission deadline and before the Proposal validity period expires. If an Applicant withdraws the Proposal during this period, the Client shall be within its right to forfeit the Bid Security (or as the case may be – enforce the Bid Security Declaration), in addition to other punitive actions provided in the RfQ-cum-RfP for such misdemeanour as per Clause 3.3 above.

## **8. Evaluation of Proposals and Award of Contract**

### **8.1 General Norms**

#### **8.1.1 Evaluation to be based only on declared criteria**

- 1 The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by the Applicant in their Proposal and other allied information deemed appropriate by the Client. Evaluation of Proposals shall be based only on the criteria/ conditions included in the RfQ-cum-RfP.
- 2 In case of an Applicant which is a subsidiary of a body corporate incorporated under the applicable laws of its origin and using credentials of parent company for Technical and Financial qualifications, a letter of support will be required from the parent company to confirm that his subsidiary has access to resources of the parent company and the subsidiary can utilise the same for performance of services.

- 3 Consultants planning to subcontract any Key Activities indicated in Section 6 (*Terms of Reference*) and its sub-consultants must ensure compliance with *Clause 4* above.
- 4 Information relating to the evaluation of proposal and evaluation results shall not be disclosed to any Applicant or any other persons not officially concerned with such process until the notification of shortlisting is made in accordance with Clause 11 below.

#### 8.1.2 Deviations/ Reservations/ Omissions – Substantive or Minor

- 1 During the evaluation of Proposals, the following definitions apply:
  - (a) “Deviation” is a departure from the requirements specified in the RfQ-cum-RfP;
  - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RfQ-cum-RfP; and
  - (c) “Omission” is failing to submit part or all of the information or documentation required in the RfQ-cum-RfP.
- 2 A deviation/ reservation/ omission from the requirements of the RfQ-cum-RfP shall be considered a substantive deviation as per the following norm, and the rest shall be considered a Minor deviation:
  - (a) which affects in any substantive way the scope, quality, or performance standards of the Services;
  - (b) which limits in any substantive way, inconsistent with the RfQ-cum-RfP, the Client's rights, or the Applicant's obligations under the Contract; or
  - (c) Whose rectification would unfairly affect the competitive position of other Applicants presenting substantively responsive Proposals
- 3 The decision of the Client shall be final in this regard. Proposals with substantive deviations shall be rejected as non-responsive.
- 4 Variations, deviations, and other offered benefits above the scope of Services stipulated in the RfQ-cum-RfP shall not influence evaluation Proposals. If the Proposal is otherwise successful, such benefits shall be availed by the Client, which would become part of the Contract.
- 5 The Client reserves the right to accept or reject Proposals with minor deviations. Wherever necessary, the Client shall convey its observation as per Clause 8.1.3 below on such ‘minor’ issues to the Applicant by registered/ speed post/ electronically etc., asking the Applicant to respond by a specified date. If the

Applicant does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that Proposal shall be liable to be rejected as non-responsive.

#### 8.1.3 Clarification of Proposal and Shortfall of documents

- 1 During the evaluation of Techno commercial or Financial Proposals, the Client may, at its discretion, but without any obligation to do so, ask the Applicant(s) to clarify its Proposal by a specified date.
- 2 The Applicant should answer the clarification within 7 (seven) days from receiving such a request. The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the Proposal shall be sought, offered, or permitted that may grant any undue advantage to such Applicant. Any clarification submitted by an Applicant regarding its Proposal that is not in response to a request by the Client shall not be considered.
- 3 The Client reserves its right to, but without any obligation to do so, seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the Proposal Opening and which have not undergone change since then and do not grant any undue advantage to any Consultant.
- 4 If the Applicant fails to provide satisfactory clarification and/or missing information, its Proposal shall be evaluated based on available information and documents.

#### 8.1.4 Contacting the Client during evaluation

From Proposal submission to awarding of the contract, no Applicant shall contact the Client on any matter relating to the submitted Proposal. If an Applicant needs to contact the Client for any reason relating to their Proposal, it should do so only in writing or electronically. Any effort by an Applicant to influence the Client during the processing of Proposals, evaluation of Proposal comparison or award decisions shall be construed as a violation of the Code of Integrity, and the Proposal shall be liable to be rejected as non-responsive in addition to other punitive actions for violation of Code of Integrity as per the RfQ-cum-RfP.

### 8.2 Evaluation of Proposals

#### 8.2.1 Preliminary Examination of Proposals – Determining Responsiveness

- 1 A substantively responsive Proposal is complete and conforms to the essential terms, conditions, and requirements of the RfQ-cum-RfP without substantive deviation, reservation, or omission.

- 2 Proposals with substantive techno-commercial deviations or other essential aspects of the RfQ-cum-RfP shall be rejected as non-responsive. Only substantively responsive Proposals shall be considered for further evaluation.
- 3 The Client reserves its right to consider and allow minor deviations in technical and commercial conditions. The following are some of the crucial aspects for which a Proposal shall be rejected as non-responsive:
  - (a) The Proposal is not in the prescribed format or is not submitted as per the stipulations in the RfQ-cum-RfP.
  - (b) Failure to provide and/ or comply with the required information, instructions etc., incorporated in the RfQ-cum-RfP or evasive information/ reply against any such stipulations.
  - (c) Required Bid Security (or Bid Security Declaration, if permitted) has not been provided.
  - (d) The Services offered are not eligible as per the provision of the RfQ-cum-RfP.
  - (e) The Applicant has quoted conditional Proposals or more than one Proposal or alternative Proposals.
  - (f) The Proposal validity is shorter than the required period.
  - (g) The Proposal departs from the essential requirements stipulated in the RfQ-cum-RfP.
  - (h) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations.
  - (i) Furnishing wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejecting the Proposal as non-responsive, it is liable to attract other punitive actions under relevant provisions of the RfQ-cum-RfP for violating the Code of Integrity.

#### 8.2.2 Evaluation of Pre-Qualification Proposal

- 1 In addition to the general rules for determination of responsiveness set out under Clause 8.2.1 above, a Proposal will be considered responsive at the RFQ stage only if:
  - (a) The Pre-Qualification Proposal is received in the form specified in this RfQ-cum-RfP;

- (b) it is received by the PDD including any extension thereof in terms hereof;
  - (c) it is accompanied by Bid Security as specified in this RfQ-cum-RfP;
  - (d) it is accompanied by Joint Bidding Agreement, the Power of Attorney for the Authorized Representative and the Lead Member of the Consortium, if applicable;
  - (e) it does not contain any condition or qualification; and
  - (f) it is not non-responsive in terms hereof.
- 2 As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria as provided under Annexure-I.
- 3 In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be opened and evaluated further.

### 8.2.3 Evaluation of Technical and Financial Proposal

- 1 For Applicants who meet the Minimum Qualification Criteria (“Shortlisted Applicant(s)”), the RfQ-cum-RfP Technical and Financial Proposal shall be checked for responsiveness in accordance with the requirements of the RfQ-cum-RfP and only those Technical and Financial Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RfQ-cum-RfP.
- 2 In addition to the general rules for determination of responsiveness set out under Clause 8.2.1 above, a Proposal will be considered responsive at the RFP stage only if:

#### ***I. Technical Proposal***

- (a) the Technical Proposal is received in the form specified in this RfQ-cum-RfP;
- (b) it is accompanied by the Bid Security as specified in this RfQ-cum-RfP;
- (c) it is received by the PDD including any extension thereof in terms hereof;
- (d) it does not contain any condition or qualification; and
- (e) it is not non-responsive in terms hereof.

#### ***II. Financial Proposal***

- (a) The Financial Proposal is received in the form specified in this RfQ-cum-RfP
- (b) it does not contain any condition or qualification; and
- (c) It is not non-responsive in terms hereof.

### **III. Interview**

- (a) The Client reserves the right to call for interviews of the shortlisted Applicants;
  - (b) The Applicant may be required to do a presentation to explain the intended approach and methodology to be adopted for the performance of the Assignment.
  - (c) The Key Personnel may be required to be in person for the interview
- 3 The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, Client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed-out below.

#### **8.2.4 Evaluation of Technical Proposals/ Score**

- 1 The Client shall evaluate the Technical proposal and assign scores as per the scheme of criteria and sub-criteria as laid down in Annexure-II.
- 2 In case the Applicant is a Consortium, the evaluation of the Technical proposal shall include the credentials of all members, including non-substantial members.
- 3 If it is established that any Key Personnel nominated in the Applicant's Proposal were included in the Proposal without their confirmation, such Proposal shall be disqualified and rejected for further evaluation and shall be treated as a violation of the Code of Integrity and would be liable for penalties thereunder.
- 4 All Key Personnel (including the Team Lead) must meet the minimum requirements specified in Annexure-II. If any Key Personnel fails to meet these minimum requirements, their score shall be evaluated as Nil. If any Key Personnel or Team Lead of the Successful Applicant scores less than the specified individual minimum score, the Client shall be entitled to ask for a better replacement before the negotiations as per Clause 10 below.

#### **8.2.5 Evaluation of Conformity to Commercial and Other Clauses**

- 1 Consultants must comply with all the Commercial and other Clauses of the RfQ-cum-RfP as per format-Form 4P (Terms and Conditions – Compliance).
- 2 The Client shall also evaluate the commercial conditions quoted by the Consultant to confirm that all essential terms and conditions stipulated in the RfQ-cum-RfP have been accepted without substantive omissions/ reservations/exceptions/ deviation by the Consultant. Deviations from or objections or reservations to

critical provisions such as those concerning (but not limited to) Governing laws and Jurisdiction, Consultant's Obligations and Restrictions of its Rights, Performance Bond/ Security, Force Majeure, Taxes & Duties, and Code of Integrity shall be deemed to be a substantive deviation and treated as unresponsive.

#### 8.2.6 Evaluation of Techno-commercially Suitable Consultants and Opening of Financial Proposals

- 1 Each responsive Proposal shall be given a technical score applying the evaluation criteria, sub-criteria, and scoring system specified in Annexure-IV. A Proposal shall be rejected if it fails to achieve the minimum technical score indicated therein. Proposals that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable.
- 2 The list of such techno-commercially suitable Applicants shall be declared on the Official Website(s) announcing a date/time and venue for opening their Financial Proposals.
- 3 The Client shall notify all Applicants whether their Proposal was found responsive/non-responsive to the RfQ-cum-RfP and Terms of Reference and whether they met the minimum qualifying technical score.

#### 8.2.7 Financial Proposals Evaluation

- 1 Financial Proposals of all Techno-commercially suitable Proposals are to be evaluated based on the selection method identified in Section 3 (Data Sheet) and ranked according to the parameters set-out under Annexure-IV.
- 2 Unless otherwise stipulated, the evaluation of prices shall be on total outgo from the Client's pocket, to be paid to the Consultant or any third party, including all elements of costs as per the terms of the proposed Contract, duly delivered, as the case may be, including any taxes, duties, levies etc.
- 3 Taxes
  - (a) The Proposals shall be evaluated based on the GST rate quoted by each Applicant, and the same shall be used for determining the inter-se ranking. The Client shall not be responsible for any misclassification of the HSN number or incorrect GST rate quoted by the Applicant. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the Consultant; and
  - (b) If GST is quoted extra but with the provision that it shall be charged as applicable at the time of delivery, the offer shall be evaluated for comparison purposes by loading the maximum existing rate of GST for the product/ HSN code.

- (c) If an Applicant enters “zero/blank” GST or an erroneous GST, the financial evaluation will be done considering the “Zero” or quoted GST rate, as the case may be. In cases where the Successful Applicant quotes the wrong GST rate for releasing the order, the following methodology will be followed:
  - (i) If the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on the actual GST rate.
  - (ii) If the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

## **9. Discrepancies between Technical and Financial Proposal:**

- 9.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
- 9.2 In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, any higher quantities in Technical Proposal shall prevail, and the quoted total prices shall be assumed to apply to this higher quantum. The unit rate for such activity shall be accordingly adjusted. No such correction shall be done if quantities are lower in the Technical proposal.
- 9.3 Discounts and Rebates: If any Applicant offers conditional discounts/ rebates in their Proposal or suo-motu discounts and rebates after the Proposal Opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the Proposal. But if such an Applicant gets selected as per the selection method, without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the Contracts;
- 9.4 Ambiguous Financial Proposal: If the Financial Proposal is ambiguous and leads to two equally valid total price amounts, it shall be rejected as non-responsive.

## **10. Negotiations**

- 10.1 Invitation to Negotiate
  - 10.1.1 The Selected Applicant may, if necessary be invited for negotiations.
  - 10.1.2 The negotiations shall be held at the date and address announced after the selection of the successful Consultant with their Authorised Representative(s), who must have written power of attorney to negotiate and sign a contract on behalf of the Consultant.

10.1.3 The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RfQ-cum-RfP. During the negotiations, it shall be ensured that no undue advantage accrues to the Consultant and that nothing shall vitiate the basis on which he has been declared successful. The minutes of negotiations shall be signed by the Client and the Consultant's authorized representative.

10.2 Verification of Original Documents

10.2.1 Before issuing a Letter of Award (*as defined under Clause 11.1.1 below*) to the successful Consultant(s), the Client may, at its discretion, ask the Consultant to present the originals of all such documents whose scanned copies were submitted online during shortlisting process and this RfQ-cum-RfP process. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement.

10.2.2 If the Consultant fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such Proposal shall be liable to be rejected as non-responsive in addition to other punitive actions in the Code of Integrity.

10.3 Availability of Key Personnels:

10.3.1 As a pre-requisite to the negotiations, the invited Consultant shall confirm the availability of all Key Personnels included in the Proposal.

10.3.2 Failure to confirm the Key Personnels' availability may result in the Consultant's Proposal being declared non-responsive and the Client proceeding to negotiate the Contract with the next-ranked responsive Consultant.

10.3.3 Notwithstanding the above, the substitution of Key Personnels at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Personnel within the period specified in the invitation letter to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

10.3.4 As per *Clause 8.2.4(4)*, the Client reserves its right to seek during negotiations the replacement of the Team Leader/ other Key Personnels who score below the minimum score if specified.

10.4 Technical Negotiations

10.4.1 The negotiations include discussions of the Terms of Reference, the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the '**Appendix A: Terms of Reference**' part of the Contract. These discussions shall not substantially alter the

original scope of services under the Terms of Reference or the terms of the Contract lest the quality of the final product, its price, or the initial evaluation be vitiated.

10.4.2 In case, the Selected Applicant fails to reconfirm its commitment, the Client reserve the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations. The Client will examine the Curriculum vitae of all other Key Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Client.

## 10.5 Financial Negotiations

### 10.5.1 General

- 1 The financial negotiations will include a clarification of the Consultant's tax liability in India, and how it will be reflected in the Contract and will reflect the agreed technical modifications in the cost of the services.
- 2 Unless the offered Key Personnels and Non-Key Personnels' remuneration rates are much higher than the typically charged rates by comparable consultants in comparable contracts., the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 3 The Client may request the Successful Applicant to clarify the breakdown of remuneration rates during the Contract negotiations. At the negotiations, the Successful Applicant shall be prepared to disclose its audited financial statements for the last 3 (three) years to substantiate its breakup of remuneration rates. If clarifications are not satisfactory, the Client may ask the Successful Applicant to reduce the rates. The Client shall specify the format for clarifying the remuneration rates' structure under this Clause ("Remuneration Sheet"). A breakdown of Remuneration sheets agreed upon at the negotiations shall form part of the negotiated contract and be included as an Annex to Appendix C in the Contract.

## 10.6 Conclusion of Negotiations

The negotiations are concluded with a review of the finalized draft Contract, which shall be initialed by the Client and the Successful Applicant's Authorized Representative. If the negotiations fail, the Client shall inform the Successful Consultant in writing of all pending issues and disagreements and provide a final opportunity for the Successful Applicant to respond. If disagreement persists, the Client shall declare the Proposal non-responsive, informing such Applicant of the reasons for doing so. The Client shall invite the next-ranked responsive Applicant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Applicant, the Client shall not reopen the earlier negotiations.

## 11. Award of Contract

### 11.1 Letter of Award (Acceptance - LOA) and Signing of the Contract

#### 11.1.1 Letter of Award

- 1 After 10 (ten) days from the conclusion of negotiations in line with Clause 10 above, the Applicant whose Proposal has been accepted shall be notified of the award by the Client before the expiration of the Proposal validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the “Letter of Award – LoA”) shall state the sum (hereinafter and in the contract called the “Contract Price”) that Client shall pay the Consultant in consideration of delivery of Services. The Letter of Award shall constitute the legal formation of the Contract, subject only to the furnishing of Performance Security as per the provisions of the sub-Clause below.
- 2 The Successful Applicant shall, within 7 (seven) days of the receipt of the LoA, sign and return the LoA in acknowledgement thereof. In the event 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 (or as the case may be – enforce the Bid Security Declaration) 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.

#### 11.1.2 Performance Security

- 1 Within 15 (fifteen) days of the award of the Contract, the Consultant shall submit to the Client Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal from a Nationalized/Scheduled Bank, before signing of the Contract, in form of a Bank Guarantee substantially in the format set out under Section – V of the RfQ-cum-RfP.
- 2 If the Successful Applicant, having been called upon by the Client to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Client at its discretion to annul the award and forfeit Bid Security (or as the case may be – enforce the Bid Security Declaration), besides taking any other administrative punitive action like ‘Removal from List of Registered Suppliers’ etc.

Provided that the Applicant has submitted a Bid Security Declaration in lieu of the Bid Security, the Client has a right to enforce the Bid Security Declaration upon failure to furnish Performance Security.

3 The details for online transfer of performance security are as under:

**Account Name: NICDC Punjab Industrial Corridor Development Corporation Ltd.**

**Bank Name: Indian Bank**

**Account Number: 7467736936**

**IFSC Code: IDIB000M728**

**Branch Name: Sector 62 Mohali**

#### 11.1.3 Execution of contract

1 Publication of Results: The Client shall send to each techno-commercially suitable Consultant the notification of intention to award the Contract to the Successful Applicant. The notification of intention to award shall contain, at a minimum, the following information:

- (a) the name and address of the Consultant with whom the Client successfully negotiated a Contract;
- (b) the Contract Price of the successful Proposal;
- (c) the final combined scores and the final ranking of the Applicants;
- (d) The name and address of the Successful Applicant receiving the Contract shall be published on the Official Website(s).

2 After the award notification, the Client shall share a copy of the Contract Agreement (as per Format 1: Form of Contract to the Successful Applicant for review. The Applicant may point out to the Client, in writing/ electronically, any anomalies noticed in the contract within 7(seven) days of receipt. The Contract shall be executed within 21 (twenty) days after the date of issue of the Letter of Award and after submission and verification of the Performance Security.

3 The Successful Applicant shall not be entitled to seek any deviation in the Contract.

#### 11.1.4 Commencement of Assignment:

The Successful Applicant/ Consultant is expected to commence the Assignment on the date of Commencement of Services as prescribed in the General Conditions of Contract. If the Successful Applicant fails to either sign the Agreement or commence the assignment as specified herein, the Client may invite the second-ranked Applicant for contract signing. In such an event, the Bid Security/ Performance Security, as the case may be, of the first ranked Applicant shall be liable to be forfeited by the Client.

## 12. Grievance Redressal/Complaint Procedure

- 12.1 The Applicant(s) has the right to submit a complaint or seek de-briefing regarding the rejection of their Proposal, in writing or electronically, within 10 (ten) days of the declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to NPICDCL.
- 12.2 Within 5 (five) working days of receipt of the complaint, NPICDCL shall acknowledge the receipt in writing to the complainant, indicating that it has been received, and the response shall be sent in due course after a detailed examination.
- 12.3 NPICDCL shall convey the final decision to the complainant within 15 (fifteen) days of receiving the complaint. No response shall be given regarding the confidential process of evaluating Proposals and awarding the Contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:
- 1 Only an Applicant, who has participated in the procurement process, i.e., pre-qualification, Applicant registration or bidding, as the case may be, can make such representation.
  - 2 Only a directly affected Applicant can represent in this regard.
  - 3 If a Technical Proposal has been evaluated before the opening of the Financial Proposal, an application for review concerning the Financial Proposal may be filed only by an Applicant whose technical Proposal is found to be acceptable.
- 12.4 No third-party information (Proposals, evaluation results) can be sought or included in the response.
- 12.5 The following decisions of the Client shall not be subject to review:
- 1 Determination of the need for procurement;
  - 2 Complaints against Terms of Reference except under the premise that they are either vague or too specific to limit competition;
  - 3 Selection of the mode of procurement or bidding system;
  - 4 Choice of the selection procedure;
  - 5 Provisions limiting the participation of Applicants in the Selection Process, in terms of policies of the Government;
  - 6 Provisions regarding purchase preferences to specific categories of Applicants in terms of policies of the Central Government;
  - 7 Cancellation of the Procurement Process except where it is intended to subsequently re-tender the same Services.

**13. Code of Integrity in Public Procurement, Misdemeanours and Penalties:**

The Client and the Applicant(s) are required to observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanors, either directly or indirectly, at any stage during the Selection Process or the execution of resultant contracts. Clause 13 of the GCC (including the penalties prescribed therein) shall be considered part of Section (even though it is not being reproduced here for brevity) and shall apply mutatis mutandis during the pre-award Selection Process.

**14. Confidentiality**

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

**15. Miscellaneous**

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

15.2 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.

15.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

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

**16. Tentative schedule for Selection Process**

The Client will endeavor to follow the following schedule:

<b>S. No.</b>	<b>Description of the event</b>	<b>Date</b>
1.	Date of the issuance of the RfQ-cum-RfP.	22/05/2025
2.	Last date of receiving queries/requests for clarification.	29/05/2025
3.	Pre-bid Meeting.	03/06/2025
4.	Uploading of responses to pre-bid queries.	06/06/2025
5.	Last Date for submission of the Proposal.	30/06/2025

**Section 3: Data Sheet**

**DATA SHEET**

<b>Reference</b>	<b>Description</b>
Clause 2.2.1	The name of Client is: NICDC Punjab Industrial Township Limited “(NPICDCL)”
<b>Clause 2.2.1</b>	The method of selection is Combined Quality cum Cost Based Selection.  The weights given to technical and Financial Proposals are: Technical score = 0.8 Financial score = 0.2
Clause 2.2.2	Objective and description of the assignment:  The objective of this RfQ-cum-RfP is to engage a Consultant to act as a Programme Manager for New Cities (PMNC) for Development and Management of Integrated Manufacturing Cluster (IMC) Rajpura at Patiala District, in Punjab under AKIC Project. PMNC to be responsible for effectively developing, managing, monitoring, and reporting of the sanctioned projects being developed under the NICDP and also ensure alignment and coordination with the various stakeholders for the smooth execution of the projects.  The detailed Terms of Reference shall be as described in Section 6 (Terms of Reference) of this RfQ-cum-RfP.
Clause 2.10.1 and 2.10.2	Date, time and address of venue of Pre-bid meeting: <b>Date &amp; Time: 3<sup>rd</sup> June 2025 at 03:00 pm</b> <b>Venue: Mini Committee Room, 2nd Floor, PUDA Bhawan, Sector 62, SAS Nagar, Punjab 160062.</b>
Clause 2.10.3	Date, time and address for submission of Pre-bid queries and last date for registration for participation in the Pre-Bid Meeting: <b>Date &amp; Time: 29 May 2025 up to 10:00am</b> <b>Email ID: <a href="mailto:ceomd-NPICDCL@punjab.gov.in">ceomd-NPICDCL@punjab.gov.in</a></b>
Clause 5.6.3	<b>Bid Validity: 120 days</b>
Clause 5.6.6(4)	Venue for receiving the Bid Security, Power of Attorney’s and Joint Bidding Agreement: <b>Address: PUDA Bhawan, Sector 62, Sahibzada Ajit Singh Nagar, Punjab - 160062</b>
Clause 6	Date & time of the opening for opening of the Proposals: <b>30 June 2025 at 4:00 PM</b>

Clause 6	<i>The Tender Inviting Officer in Clause 5 shall mean to refer to the CEO &amp; MD of NPICDCL</i>
Clause 12	<i>NPICDCL as mentioned in Clause 12 shall mean to refer to the CEO &amp; MD of NPICDCL</i>
-	The preferential procurement policies of Government of India, being – <ol style="list-style-type: none"><li>1. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended from time-to-time); and</li><li>2. Public Procurement (Preference to Make in India, Order 2017) (as amended from time-to-time), shall be applicable to the extent possible.</li></ol>

**Annexure – I: Parameters for Evaluation of Pre-Qualification**

**(Minimum Qualification Criteria)**

S. No.	Minimum Qualification Criteria	Single Entity	JV/Consortium	
			Lead Member	Other Member
1a	<p>Specific experienceof the applicant:</p> <p>As a sole applicant or lead member of a Joint venture/Consortium should have <b>completedat least One (01)</b> project of working as a Programme Management or Project Management Consultant or Project Development &amp; Management Consultant during <b>last Fifteen (15) years</b> preceding the PDD, for the planning &amp; supervision, project development and implementation of Industrial Estates/ Special Economic Zones / Special Investment Zones/ Area development plans (<b>Excluding Brownfield Smart Cities</b>) / Greenfield Airports/ Greenfield Ports for an area not less than <b>Five (5) square kilometers</b>.</p> <p>In the above projects, Programme Management/ Project Management consultant experience of at least - <b>Three (03) out of Six (06)</b> different infrastructure components <b>in a single project</b> in the <b>last Fifteen (15) years</b> preceding PDD, will be considered for the purpose of qualification.</p> <p>The infrastructure components that would be considered shall include:</p> <ol style="list-style-type: none"> <li>i. Roads and Bridges</li> <li>ii. Water Supply &amp; Sewerage network</li> <li>iii. STP/CETP/WTP</li> <li>iv. ICT infrastructure</li> <li>v. Storm water Drainage</li> <li>vi. Power distribution network</li> </ol>	<p>Must meet requirement</p> <p>At least one (01) No. of project</p>	<p>Must meet requirement</p> <p>At least one (01) No. of project</p>	<p>NA</p>

S. No.	Minimum Qualification Criteria	Single Entity	JV/Consortium	
			Lead Member	Other Member
	including substation			
	<b>And</b>			
1b	<p>Specific experienceof the applicant:</p> <p>As the other member of a Joint venture/Consortium should have completed <b>at least one (01) project</b> of working as a Programme Management or Project Management Consultant or Project Development &amp; Management Consultant during <b>last Fifteen (15) years</b> preceding the PDD, for the planning, project development and implementation of Industrial Estates/ Special Economic Zones / Special Investment Zones/ Area development plans (Excluding Smart Cities) / Greenfield Airports/ Greenfield Ports for an area not less than <b>Two (02) square kilometers</b>.</p> <p>In the above projects, Programme Management/ Project Management consultant experience of at least - <b>Three (03) out of Six (06)</b> different infrastructure components <b>in a single project</b> in the <b>last Fifteen (15) years</b> preceding PDD, will be considered for the purpose of qualification. The infrastructure components that would be considered include.</p> <p>The infrastructure components that would be considered include:</p> <ol style="list-style-type: none"> <li>i. Roads and Bridges</li> <li>ii. Water Supply &amp; Sewerage network</li> <li>iii. STP/CETP/WTP</li> <li>iv. ICT infrastructure</li> </ol>	NA	NA	<p>Must meet requirement</p> <p>At least one (01) No. of project</p>

S. No.	Minimum Qualification Criteria	Single Entity	JV/Consortium	
			Lead Member	Other Member
	v. Storm water Drainage vi. Power distribution network including substation			
2	The Sole Applicant or a Lead member of a Joint venture / Consortium should have successfully completed the projects in capacity of the <b>Programme Management / Project Management Consultant/Project Development &amp; Management Consultant during last Fifteen (15) years</b> preceding the PDD for <b>Infrastructure Development Programme/Projects</b> either of the following:			
	(i) <b>Three (03)</b> completed Programme/Projects with the consultancy fees of not less than <b>Rs 6.8 Crore</b> each; <b>(or)</b>	Must meet requirement	Two (02) completed Programme /Projects with the consultancy fees of not less than <b>Rs 6.8 Crore</b> each	One (01) completed Programme /Projects with the consultancy fees of not less than <b>Rs 6.8 Crore</b> each
	(ii) <b>Two (02)</b> completed Programme/Projects with the consultancy fees of not less than <b>Rs 8.5 Crore</b> each; <b>(or)</b>	Must meet requirement	One (01) completed Programme /Projects with the consultancy fees of not less than <b>Rs 8.5 Crore</b> each;	One (01) completed Programme /Projects with the consultancy fees of not less than <b>Rs 8.5 Crore</b> each;
	(iii) <b>One (01)</b> completed Programme/Projects with the consultancy fees of not less than <b>Rs 13.6 Crore</b> .	Must meet requirement	One (01) completed Programme /Projects with the	NA

S. No.	Minimum Qualification Criteria	Single Entity	JV/Consortium	
			Lead Member	Other Member
			consultancy fees of not less than <b>Rs 13.6 Crore</b>	
3	<p><b>Turnover:</b> Minimum average annual turnover of at least <b>₹ 50 Crore</b>, out of which <b>at least ₹ 25 Crore</b> should be from Consultancy Service Contracts, calculated as total certified payments received for contracts in progress or completed within the last <b>five (05) years</b>.</p> <p>Bidder shall furnish documentary evidence to demonstrate their current financial capability as per above Criteria.</p>	Must meet requirement	<p>Must meet requirement of all members combined</p> <p>Meet 75% of the requirement in the respective category</p>	<p>Must meet requirement of all members combined</p> <p>Meet 25% of the requirement in the respective category</p>

**Notes:**

- a. For the purpose of conversion of foreign currency in to local currency i.e. Indian Rupees (₹) or vice versa, Bidders shall use the Reference Rates of Foreign Currency published by Reserve Bank of India ([www.rbi.org.in](http://www.rbi.org.in)), on the Base Date (30 days prior to PDD).

In case a particular currency rate is not published by Reserve Bank of India, then the selling rate of such currency shall be taken from the following internet web site on the Base Date:

<http://www.oanda.com>

In case the exchange rates are not available on the above website also, then mid-market rate of such currency shall be taken from the alternate web site

<http://www.xe.com> for the same date

- b. In all above cases, documentary proof satisfying the qualification criteria shall be submitted along with project completion certificate and calculation for project cost.

- c. For **S.No 1(a), 1(b) & 2 above**, the Applicants are requested to provide the “**Client Certificate**” for the above listed projects. Certificate must confirm the key attributes e.g size, type, value, duration, scope of work and client reserves the right to check the credentials of the project from the respective client. The project shall not be considered for evaluation in absence of a valid certificate from client. Employer reserves the right to verify the credentials / contents of the “**Client Certificate**”.
- d. For **S.No. 1(a), 1(b) & 2 above**, the completed project shall also mean ongoing assignments/Projects. However, assignments/projects completed up to 80% (eighty percent) or more shall only be considered for evaluation. The Applicant shall provide the proof that the assignment/Project is completed up to 80 % (eighty percent) through proof of payment received till date duly certified by statutory auditor or through certificate from the respective client.  
**For sake of clarity payment received certified by chartered accountant will be considered for evaluation or qualification and the Employer reserves the right for verification.**
- e. For the purpose of evaluation, the **Programme Management/ Project Management Consultant/ Project Development & Management Consultant** shall mean experience of providing multi-dimensional consultancy services in managing the whole programme/project, which could inter alia include the following:
1. Project planning, budgeting, supervision, monitoring, reporting and coordination
  2. Drafting and Documentation including internal and external correspondences, tenders, appraisal of proposals received by the client.
  3. Getting technical/ planning / feasibility studies /DPRs done for the project
  4. Bid process management for selection of EPC contractor/ PMCs.
  5. Monitoring and construction supervision of trunk infrastructure implementation works.
  6. Assisting the client in co-ordination with various stakeholders such as Govt agencies / bodies in obtaining requisite approvals for the project implementation.
  7. Bidding out different packages to implementation agencies
  8. Implementing a Document Control System which is cloud based.
  9. Implementing real-time Dashboard for monitoring and reporting project progress
- f. For the Purpose of Evaluation, **Infrastructure development programme/ projects** shall mean development, implementation and construction supervision of projects in major infrastructure sectors like Industrial townships/ special economic zones / special investment zones/area development (**excluding brownfield smart cities**)/ Integrated real estate development (having all components like Roads, Storm Water Network, power distribution incl substation, water supply network, Waste water network, STP/WTP)/ power plants/ ports/ airports/ railways (**excluding metro rails**)/ highways & expressways (**4 Lane and above**)/ Integrated water supply & waste treatment projects/ Integrated urban infrastructure projects.

The above said Infrastructure development programme/ projects, shall consist of at least - **Three (03) out of Six (06)** different infrastructure components in a single project, will be considered for the purpose of qualification. The infrastructure components that would be considered include:

- i. Roads and Bridges
- ii. Water Supply & Sewerage network
- iv. STP/CETP/WTP
- v. ICT infrastructure
- vi. Storm water Drainage
- vii. Power Distribution network incl substation

**Annexure – II: Parameters for Evaluation of the Technical Proposal**

1. The evaluation committee (“**Evaluation Committee**”) appointed by Employer will carry out the technical evaluation of Proposals on the basis of the evaluation criteria and points system indicated below.
2. Evaluation of Technical Proposals shall have no access to the Financial Proposals until technical evaluation, is concluded.
3. Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

S. No.	Criteria	Marks
A1	<p><b><u>Similar experience related to the Assignment</u></b></p> <p>The applicant should have completed <b>at least One (01)</b> project of providing <b>Programme Management /Project Management Consultancy/Project Development &amp; Management Consultant services</b> during the <b>last Fifteen (15)</b> years preceding the PDD, to the concerned sovereign entity/ authority/ agency entrusted with the responsibility of development &amp; implementation of Industrial Parks/ Investment region/ Special Economic Zones / Special Investment Zones</p> <p>Applicant may submit maximum <b>Three (03)</b> completed projects to attain maximum marks under this category.</p>	8
A2	<p><b><u>Experience in Programme /Project Management for National / State level Infrastructure development programme/ projects</u></b></p> <p>The applicant should have, completed <b>at least One (01)</b> project of providing <b>Programme Management/Project Management Consultancy Services</b> during the <b>last Fifteen (15)</b> years preceding the PDD, to any Central / State Government agency /private entities in <b>Infrastructure development programme/ projects</b>.</p> <p>The Project Value of each eligible Infrastructure development programme/project shall be at least <b>₹ 300 Cr.</b></p> <p>Applicant may submit <b>Three (03)</b> completed projects to attain maximum marks under this category.</p>	6
A3	<p><b><u>General experience in Project Development Advisory Consultancy Services</u></b></p> <p>The applicant should have, completed <b>at least One (01)</b> project of providing Project Development Advisory services for Infrastructure development programme/Projects.</p> <p>Applicant may submit <b>Two (02)</b> completed projects to attain maximum marks under this category.</p> <p>The consultancy Fee of atleast one eligible project shall be <b>₹ 5. Crore.</b></p>	2

A4	<p><b><u>International experience of Programme /Project Management/ Project Development Advisory Consultancy Services</u></b></p> <p>The applicant should have, completed <b>at least one (01)</b> project of providing <b>Programme /Project Management (or) Project Development Advisory services</b> for <b>Infrastructure development programme/Projects outside India</b>.</p> <p>Applicant may submit <b>Two (02)</b> completed projects out of which atleast one (01) shall be of Project Development Advisory services to attain maximum marks under this category.</p>	2
A5	<p><b><u>Experience in Advanced Manufacturing &amp; Innovation (Industry 4.0)</u></b></p> <p>The applicant should have experience in the integration of Industry 4.0 technologies (e.g., AI, IoT, digital twin, cloud computing, robotics, Big Data Analytics) into industrial operations in atleast <b>one (1)</b> major <b>infrastructure development programme/projects</b>.</p> <p>Applicant may submit <b>two (02)</b> projects to attain maximum marks under this category.</p>	2
<b>A</b>	<b>Sub-Total</b>	<b>20</b>
B	<p><b><u>Adequacy of the proposed work plan and methodology in response to the TOR</u></b></p> <p>The applicant shall demonstrate its understanding of the assignment through a detailed approach and methodology with respect to the tasks as given in the ToR in form of a report/ppt. The approach and methodology shall include but not limited to:</p> <ul style="list-style-type: none"> <li>• Technical Approach and methodology</li> <li>• Work Plan</li> <li>• Organization and Staffing</li> </ul>	30
<b>B</b>	<b>Sub-Total</b>	<b>30</b>
C1	Qualification and competence of the core team for the Assignment.	50
<b>C</b>	<b>Sub-Total</b>	<b>50</b>
<b>Total Marks</b>		<b>100</b>

**Note:**

- a. For **S.No. A1 to A5** above, the completed project shall also mean ongoing assignments/Projects. However, assignments/projects completed up to 80% (eighty percent) or more shall only be considered for evaluation and marks awarded for such assignments shall only be 80 % (eighty percent) of maximum marks. The Applicant shall provide the proof that the assignment/Project is completed up to 80 % (eighty percent) through proof of payment received till date duly certified by statutory auditor or through certificate from the respective client.

**For sake of clarity payment received certified by chartered accountant will be considered for evaluation or qualification.** However, the Employer reserve the right for verification.

- b. The evaluation committee may ask the Applicants for a presentation to understand their approach and Methodology and pre-experience of undertaking similar assignment.
- c. For **S.No A1 to A5** above, the Applicants are requested to provide the “**Client Certificate**” for the above listed projects. Certificate must confirm the key attributes e.g size, type, value, duration, scope of work and client reserves the right to check the credentials of the project from the respective client. The project shall not be considered for evaluation in absence of a valid certificate from client. Employer reserves the right to verify the credentials / contents of the “**Client Certificate**”.
- d. For the purpose of evaluation, the Programme Management/ Project Management Consultant/Project Development & Management Consultant shall mean experience of providing multi-dimensional consultancy services in managing the whole programme/project, which could inter alia include the following:
1. Project planning, budgeting, supervision, monitoring, reporting and coordination
  2. Drafting and Documentation including internal and external correspondences, tenders, appraisal of proposals received by the client.
  3. Getting technical/ planning / feasibility studies /DPRs done for the project
  4. Bid process management for selection of EPC contractor/ PMCs.
  5. Monitoring and construction supervision of trunk infrastructure implementation works.
  6. Assisting the client in co-ordination with various stakeholders such as Govt agencies / bodies in obtaining requisite approvals for the project implementation.
  7. Bidding out different packages to implementation agencies
  8. Implementing a Document Control System which is cloud based.
  9. Implementing real-time Dashboard for monitoring and reporting project progress
- e. For the Purpose of Evaluation, Infrastructure development programme/ projects shall mean development, implementation and construction supervision of projects in major infrastructure sectors like Industrial townships/ special economic zones / special investment zones/area development (excluding brownfield smart cities)/ Integrated real estate development (having all components like Roads, Storm Water Network, power distribution incl substation, water supply network, Waste water network, STP/WTP)/ power plants/ ports/ airports/ railways (excluding metro rails)/ highways & expressways (4 Lane and above)/ Integrated water supply & waste treatment projects/ Integrated urban infrastructure projects.

The above said Infrastructure development programme/ projects, shall consist of at least - **Three (03) out of Six (06)** different infrastructure components in a single project, will be considered for the purpose of qualification. The infrastructure components that would be considered include:

- i. Roads and Bridges
- ii. Water Supply & Sewerage network
- iii. STP/CETP/WTP

- iv. ICT infrastructure
  - v. Storm water Drainage
  - vi. Power Distribution network including substation.
- f. For the Purpose of Evaluation, **Project Development advisory** services shall mean the following:
1. Preparation of master planning and design of infrastructure and utilities for infrastructure development programme/ projects. **(or)**
  2. Review of master planning and design of infrastructure and utilities for infrastructure development programme/ projects
4. The minimum technical score required to qualify technical evaluation is 70 (seventy) points out of 100 (hundred) points (“**Minimum Technical Score**”). A proposal will be considered unsuitable and will be rejected at this stage if it does not:
- (a) respond to important aspects of RFQ–cum-RFP and the Terms of Reference; or
  - (b) if it fails to achieve the Minimum Technical Score.
5. The Client will notify Applicants who fail to achieve the Minimum Technical Score about the same and their Financial Proposals will not be opened.

**Notes:**

- a. *For the purpose of conversion of foreign currency in to local currency i.e. Indian Rupees (₹) or vice versa, Bidders shall use the Reference Rates of Foreign Currency published by Reserve Bank of India (www.rbi.org.in), on the Base Date (30 days prior to PDD).*

*In case a particular currency rate is not published by Reserve Bank of India, then the selling rate of such currency shall be taken from the following internet web site on the Base Date:*

<http://www.oanda.com>

*In case the exchange rates are not available on the above website also, then mid-market rate of such currency shall be taken from the alternate web site*

*http://www.xe.com for the same date*

*In all above cases, documentary proof satisfying the qualification criteria shall be submitted along with project completion certificate and calculation for project cost.*

**Annexure – III: Parameters for Qualification and Competence of Key Personnel (Core Team)**

1. The total number of marks allocated for qualification and competence of the proposed core team is 50 marks, distributed among Key Personnel, as detailed below:

S.No.	Key Personnel	Number of Marks
1	Programme Director	15
2	Contracts Expert	10
3	Project Controls, Planning and MIS Manager	10
4	Programme ICT Manager	8
5	Design Manager (Design Head)	7
	<b>TOTAL</b>	<b>50</b>

2. Evaluation Criteria for the Key Personnels (Core Team)

<b>A. General Qualification: (30%)</b>	
A1. Education	(10%)
A2. Professional Experience	(15%)
A3. Training and publications	(5%)
<b>B. Adequacy for the Assignment: Project related(60%)</b>	
B1. Experience in similar capacity/ broad sector	(25%)
B2. Experience relevant to TOR/ Assignment	(25%)
B3. Overseas/International experience	(10%)
<b>C. Familiarity with the Local region(3%)</b>	
C1. Experience in any infrastructure project in India	(3%)
<b>D. Association with the firm – (7%)</b>	
D1. Full Time permanent staff	(5%)
D2. Years of association	(2%)
<b>TOTAL MARKS</b>	<b>100%</b>

**Note:** Detailed evaluation criteria to be prepared by the Evaluation Committee for evaluation of the Qualification and Competence of the key staff for the Assignment.

#### **Annexure – IV: Parameters for Evaluation of the Financial Proposal**

1. The Financial Proposals will be opened publicly in the presence of Applicants' representatives who choose to attend. The name of the Applicants, their technical scores and the proposed prices will be read aloud and recorded when the Financial Proposals are opened.
2. 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.
3. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in ₹ 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 include all applicable taxes, duties, fees, levies and other charges. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100(hundred) 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 ₹) under consideration.

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

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

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

5. Subject to preferential procurement policies of the Government of India, 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**”).

#### **Section 4: Prequalification and Technical Proposal -Standard Forms**

The Technical Proposal shall comprise of an Executive Summary, plus 3 Sections as described

below:

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

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

**Section 2 - Proposed technical approach & methodology, work plan and organization/staffing.** The write up in this section shall be limited to 40 single sided pages (20 sheets double sided), minimum 11 font size, A4 paper size.

**Section 3 - Qualification, experience and competence of the Key Personnel.** The write up in this section should provide information on Key Professional qualifications, adequacy for the project assignment and familiarity with the local region. This section shall be limited to 35 single sided pages (10 sheets double sided), minimum 11 font size, A4 paper size. Formats to indicate the cost of additional personnel is not included in the paper count.

- Form 4A: Pre-Qualification Proposal Submission Form
- Form 4B: Format for Pre-Qualification Proposal (Eligible Projects) Project Specific Experience
- Form 4C: Format for Pre-Qualification Proposal (Average Annual Turnover of Applicant)
- Form 4D: Format for Joint Bidding Agreement (in case of JV/ Consortium)
- Form 4E: Format for Power of Attorney for Authorised representative
- Form 4F: Format for Power of Attorney for Lead Member of JV/ Consortium
- Form 4G (I): Format of Bank Guarantee for Bid Security
- Form 4 (II): Format of Bid Security Declaration
- Form 4H: Technical Proposal Submission Form
- Form 4I: Applicants Experience
- Form 4J: Comments and Suggestions on the Terms of Reference and Facilities to be provided by the Client
- Form 4K: Description of Approach, Methodology and Work Plan for Performing the Assignment
- Form 4L: Team Composition and Task Assignments
- Form 4M: Curriculum Vitae (CV) for Proposed Professional Staff (with one page of summary of experience)
- Form 4N: Staffing Schedule for Key Personnel (Core Team)
- Form 4O: Staffing Plan for Resource Pool
- Form 4P: Terms and Conditions: Compliance
- Form 4Q: Integrity Pact
- Form 4R: Authorization to attend pre-Proposal Conference
- Form 4S: Disclosure of Prior Engagements with NICDC/NPICDCL /PUDA

**Form 4A:**

**Pre-Qualification Proposal Submission Form**

RfQ-cum-RfP dated [*insert date*]

Consultant's Name \_\_\_\_\_

[Address and Contact Details]

Consultant's Reference No. \_\_\_\_\_

Date.....

To

CEO & Managing Director,

NICDC Punjab Industrial Corridor Development Corporation Limited(NPICDCL)

PUDA Bhawan, Sector 62, Sahibzada Ajit Singh Nagar,

Punjab - 160062.

Ref: Your RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

Sir/ Madam

1. We, the undersigned, offer to provide consulting services in accordance with your above-referenced RfQ-cum-RfP and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a separately uploaded Financial Proposal. Commercial information about our organisation is enclosed in Format 1.

We are submitting our Proposal without any Sub-consultants or Consortium

Or

We are submitting our Proposal with the following firms as Sub-consultants:  
{Insert a list with each Sub-consultant's full name and address.}

Or

We are submitting our Proposal as a consortium with {Insert a list with each member's full name and legal address and indicate the lead member}. We have attached a copy of the following document signed by every participating member, which details the (likely) legal structure and the confirmation of joint and severable liability of the members of the said consortium.

our letter of intent to form a consortium

the consortium agreement

**2. Our Eligibility and Qualifications to participate**

a) We confirm that we continue to comply with all the eligibility (including the absence of conflict of interest and debarment) and qualification criteria stipulated in the RfQ-cum-RfP, based on which we were shortlisted for participation in this bidding process. We shall be duty bound to proactively inform you of any change in our compliance with these criteria as soon as it occurs.

b) We confirm that we don't have any Conflict of Interest as stipulated in this RfQ-cum-RfP. We shall be dutybound to proactively inform you of any change in our compliance with Conflict-of-Interest stipulations as soon as it occurs.

**3. Our Proposal to deliver Services:**

We offer to deliver the subject Services of requisite performance standards and within delivery schedules in conformity with the RfQ-cum-RfP. The relevant details are submitted in 'Form 4K: Description of Approach, Methodology and Work Plan for performing the assignment'; and Form 4L: Team Composition and Task Assignments'.

**4. Prices:**

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Financial Proposal. It is hereby confirmed that the prices quoted therein by us are:

(a) Based on the terms of delivery and delivery schedule confirmed by us; and

(b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated there in, and

(c) based on the terms and mode of payment as stipulated in the RfQ-cum-RfP. We have understood that if we quote any deviation from the terms and mode of payment, our Proposal is liable to be rejected as nonresponsive, and

(d) have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other Applicant or competitor relating to:

i) those prices; or

ii) the intention to submit an offer; or

iii) the methods or factors used to calculate the prices offered.

(e) Have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other Applicant or competitor before the Proposal opening unless otherwise required by law.

5. We declare regarding commissions or fees paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract, that:

No such commissions or gratuities or fees have been paid are to be paid by usto any third party

Or

We have paid/ are due to pay the following commissions/ gratuities/ fees:

*(Indicate the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.)*

**6. No change in the Key Experts**

Except as stated in the RfQ-cum-RfP, we undertake to negotiate a Contract based on the proposed Key Experts. We accept that substituting Key Experts for reasons other than those stated in Clause 2.5.5 may lead to the termination of contract negotiations.

**7. Affirmation of terms and conditions of the RfQ-cum-RfP:**

We have understood the complete terms and conditions of the RfQ-cum-RfP. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the RfQ-cum-RfP's sections. Deviations, if any, are submitted by us in Form 4P 'Terms and Conditions: Compliance'. We also explicitly confirm acceptance of the Arbitration Agreement as given in the RfQ-cum-RfP.

**8. Bid Security: We have submitted the Bid Security as**

a) Earnest Money Deposit (EMD) for the amount of ₹ (Rupees.....) valid upto .....in favour of..... in the form of Insurance Surety Bonds/ Account PayeeDemand Draft/ Fixed Deposit Receipt/ Banker's cheque/ Payment online/ BankGuarantee in Form 4G, with reference number dated, issued as per the RfQ-cum-RfP.

**9. Abiding by the Proposal's Validity**

We agree to keep our Proposal valid for acceptance for a period upto....., as required in the RfQ-cum-RfP, or for a subsequently extended period, if any, agreed to by us, and are aware of penalties in this regard stipulated in the RfQ-cum-RfP incase we fail to do so.

**10. Non-tampering of Downloaded RfQ-cum-RfP and Uploaded Scanned Copies**

We confirm that we have not changed/ edited the contents of the downloaded RfQ-cum-RfP. We

realise that any change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the RfQ-cum-RfP. We also confirm that scanned copies of documents/ affidavits/undertakings uploaded during the shortlisting process and this RfQ-cum-RfP are valid, true, and correct to the best of our knowledge and belief. We shall be responsible if any dispute arises regarding the validity and truthfulness of such documents/ affidavits/undertakings. We undertake to submit for scrutiny, on-demand by the NPICDCL, originals and self-certified copies of all such certificates, documents, affidavits/undertakings.

**11. A Binding Contract:**

We further confirm that if our proposal is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that until a formal contract is signed or issued, this Proposal and your written Letter of Award shall constitute a binding contract between us.

**12. Performance Guarantee and Signing the contract**

We further confirm that if our proposal is accepted, we shall provide you with performance security of the required amount stipulated in the RfQ-cum-RfP for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/or execute the agreement, the NPICDCL has the right to avail of any or all punitive actions stipulated in the RfQ-cum-RfP.

**13. Penalties for misinterpretation or misrepresentation:**

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any misinterpretation or misrepresentation would violate the Code of Integrity and attract penalties, as this RfQ-cum-RfP mentions.

**14. Consultant's Authorized Signatory:**

- a) Full Name: \_\_\_\_\_  
b) Designation: \_\_\_\_\_  
c) Signing as:

- A sole proprietorship firm. The person signing the Proposal is the sole proprietor/constituted attorney of the sole proprietor,
- A partnership firm. The person signing the Proposal is duly authorised being a partner to do so under the partnership agreement or the general power of attorney,
- A company. The person signing the Proposal is the constituted attorney by a resolution passed

by the board of directors or in pursuance of the authority conferred by the Memorandum of Association.

- A Society. The person signing the Proposal is the constituted attorney.

We confirm that we are duly authorized to submit this Proposal and make commitments on behalf of the Consultant. We acknowledge that our digital/digitized signature is valid and legally binding. Supporting documents are submitted herewith.

*Documents to be submitted: Registration Certificate/ Memorandum of Association/Partnership Agreement/ Power of Attorney/ Board Resolution*

**15. Rights of NPICDCLto Reject Proposal(s):**

We further understand that you are not bound to accept the lowest or any Proposal you may receive against your above-referred RfQ-cum-RfP.

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign Proposal for and on behalf of  
[name, address, and seal of consultant]

**Form 4B:**

**Format for Pre-Qualification Proposal (Eligible Projects) Project Specific Experience**

Ref: Your RfQ-cum-RFP No. RFP No./ xxxx; Tender Title: Consultancy Services

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

- Use projects with copy of proof of experience as required for meeting the minimum qualification criteria prescribed.
- Exhibit only those projects undertaken in the last 10 (ten) years preceding the PDD.
- Projects without the proof of experience from respective client will not be considered

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

Firm's Name:

Authorized Signature:

**Note:**

*For the purpose of conversion of foreign currency in to local currency i.e. Indian Rupees (₹) or vice versa, Bidders shall use the Reference Rates of Foreign Currency published by Reserve Bank of India (www.rbi.org.in), on the Base Date (28 days prior to the last date of second stage bid submission)*

*In case a particular currency rate is not published by Reserve Bank of India, then the selling rate of such currency shall be taken from the following internet web site on the Base Date:*

<http://www.oanda.com>

*In case the exchange rates are not available on the above website also, then mid-market rate of such currency shall be taken from the alternate web site*

<http://www.xe.com> for the same date

*In all above cases, documentary proof satisfying the qualification criteria shall be submitted along with project completion certificate and calculation for project cost.*

*Please limit the description of the project in two A4 size sheet of paper. Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.*

**Form 4C:**

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

Ref: Your RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

S.No.	Financial Year	Annual Turnover of Applicant (₹)
1	2019-2020	
2	2020-2021	
3	2021-2022	
4	2022-2023	
5	2023-2024	
<b>Average Annual Turnover</b>		<i>[indicate sum of the above figures divided by 5]</i>

**Certificate from the Statutory Auditor**

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

Name of Authorized Signatory:

Designation:

Name of Firm:

Signature of the Statutory Auditor

Seal of the Firm

**Note:**

1. *In case of a consortium, above form has to be submitted for each consortium member and Minimum.*

**Form 4D:**

**Format of Joint Bidding Agreement (in case of Consortium)**

*(To be executed on stamp paper of appropriate value)*

Ref: Your RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of 2024.

**AMONGST**

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

**AND**

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

**AND**

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

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

**WHEREAS,**

- (A) NICDC Punjab Industrial Corridor Development Corporation Limited, (herein after referred to as the **“NPICDCL”** which expression shall, unless repugnant to the context or meaning there of, include its administrators, successors and assigns) has invited proposals (the **“Applications”**) by its Request for Qualification-cum-Request for Proposal No....dated.....(the **“RfQ-cum-RfP”**) for appointment as Programme Manager for New Cities (PMNC) for Development and Management of IMC Rajpura at Patiala District, in Punjab under AKIC Project.
- (B) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RfQ-cum-RfP and

other bid documents in respect of the Consultancy, and

- (C) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed there to under the RfQ-cum-RfP.

**2. Consortium**

- a. The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Selection Process for the Consultancy.
- b. The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services (“**Contract**”) with the NPICDCL and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Selection Process for the Consultancy and until the Effective Date under the Contract;
- b. Party of the Second Part shall be [•];

**5. Joint and Several Liability**

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

RfP and the Contract, for the performance of the Contract.

**6. Member in Charge or Lead Member**

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

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

**7. Representation of the Parties**

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

- a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter in to this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;

- (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create alien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
  - d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

**8. Authorised Representation**

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

**9. Termination**

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

**10. Miscellaneous**

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

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

SIGNED, SEALED AND DELIVERED

For

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND  
DELIVERED SECOND PART

and on behalf of LEAD  
MEMBER by:

(Signature)

(Name)(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of  
THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

- 1.
- 2.

**Notes:**

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

**Form 4E:**

**Format of Power of Attorney for Authorised Representative**

Ref: Your RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

Know all men by these presents, We,.....(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms.....son/daughter/wife and presently residing at who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the“Authorised Representative”),with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for selection as the Programme Manager for New Cities (PMNC) for Development and Management of IMC Rajpura at Patiala District, in Punjab under AKIC Project by NICDC Punjab Industrial Corridor Development Corporation Limited(NPICDCL) 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 NPICDCL, representing us in all matters before the NPICDCL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the NPICDCL in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Contract with the NPICDCL.

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

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

For ...

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

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

**Notes:**

- 1 *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal 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 4F:**

**Format of Power of Attorney for Lead Member of Consortium**

*(To be executed by all members of the Consortium)*

Ref: Your RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

Whereas the NICDC Punjab Industrial Corridor Development Corporation Limited (NPICDCL) has invited proposals from applicants for appointment as Programme Manager for New Cities (PMNC) for Development and Management of IMC Rajpura at Patiala District, in Punjab under AKIC Project (the “**Consultancy**”).

Whereas, ..... and ..... (collectively the “**Consortium**”) being Members of the Consortium who are interested in bidding for the Consultancy in accordance with the terms and conditions of the RfQ-cum-RfP and other connected documents in respect of the Consultancy, and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

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

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

IN WITNESS WHERE OF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.. ... ..DAY OF..., 20.....

For.....  
(Signature Name & Title)

For.....  
(Signature,Name& Title)

For .....  
(Signature, Name& Title)

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

Witnesses:

- 1.
- 2.

**Notes:**

- 1 *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 2 *Wherever required,theApplicants shouldsubmitforverificationtheextractofthe charter documents and other documents such as a resolution/powerof 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 ofAttorneyexecutedandissuedoverseas,thedocumentwill alsohaveto 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.*
- 4 *In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by the Lead Member*

**Form 4G (I):**

**Format of Bank Guarantee for Bid Security**

Bank Guarantee No.....

Date.....

To  
CEO & MD,  
NICDC Punjab Industrial Corridor Development Corporation Limited (NPICDCL)  
PUDA Bhawan, Sector 62, Sahibzada Ajit Singh Nagar, Punjab – 160062

[Complete address of the NICDC Punjab Industrial Corridor Development Corporation Limited (NPICDCL)]

Ref: Your RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

Whereas M/s.....with its Registered/ Head Office at..... (name and address of the Consultant, herein after called “**the Consultant**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken to submit a proposal, in pursuance of Tender no ..... date.....(hereinafter called “**the Tender**”).

And Whereas you (unless repugnant to the context or meaning thereof, including your successors, administrators, executors, and assigns) have stipulated in the said Tender that the Consultant shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as Earnest Money Deposit for compliance with its obligations as per the Tender;

And Whereas we ..... with our Head Office at..... (name and address of the Bank, hereinafter referred to as the “**Bank**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) have agreed to give the Consultant such a bank guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of.....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the Tender and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified there in, notwithstanding any difference between you and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the Consultant's.

We further agree that no change or addition to or other modification of the terms of the Tender made by you shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the .....day of .....20.....Our.....branch at.....\*(Name & Address of the.....\*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....\* branch a written claim or demand and received by us at our .....\* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....  
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

\*Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/services or at the concerned district headquarters or the state headquarters.

**Notes**

- 1 *The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.*
- 2 *The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.*
- 3 *If the company is registered under any other act of the Native Country of the bidder, the word Companies Act 1956 may be replaced by that Act.*
- 4 *The Bid Proposal, however, should be accompanied by a certified copy of certificate of incorporation under the concerned act.*

**Form 4G (II):**

**Format of Bid Security Declaration.**

Consultant's Name \_\_\_\_\_

[Address and Contact Details]

Consultant's Reference No. \_\_\_\_\_

Date.....

To CEO & MD,  
NICDC Punjab Industrial Corridor Development Corporation Limited (NPICDCL)  
PUDA Bhawan, Sector 62, Sahibzada Ajit Singh Nagar, Punjab – 160062

Ref: RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

Sir/ Madam,

We, the undersigned, solemnly declare that:

We understand that according to this RfQ-cum-RfP's conditions, the Proposal must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we (all members individually and jointly in case of a Consortium) shall stand automatically suspended from being eligible for bidding in any tender in NPICDCL for 2 (two) years from the date of opening of this Proposal if we breach our obligation(s) under the tender conditions if we:

1. Withdraw/amend/impair/derogate, in any respect, from our Proposal, within the Proposal validity; or
2. Being notified within the Proposal validity of the acceptance of our Proposal by NPICDCL:
  - (a) Refused or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the RfQ-cum-RfP's conditions
  - (b) Fail or refuse to sign the Contract.

We know that this Bid Security Declaration shall expire

1. If the Contract is not decided - 15 (fifteen) days after the expiration of the Proposal validity, any extension to it.

2. If the Contract is not awarded to us - not later than 15 (fifteen) days from the date of our elimination from the relevant Stage of the Selection Process, or
3. If the Contract is awarded to us - not later than 15 (fifteen) days from the receipt of Performance Security by NPICDCL.

(Signature with date) .....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of.....

[name, address, and seal of Consultant]

Dated on ..... day of ..... [insert date of signing]

Place..... [insert place of signing]

DA:.....

**Form 4H:**

**Technical Proposal Submission Form**

[Location, Date]

To  
CEO & Managing Director,  
NICDC Punjab Industrial Corridor Development  
Corporation Limited (NPICDCL)  
PUDA Bhawan, Sector 62, Sahibzada  
Ajit Singh Nagar, Punjab – 160062

Ref: RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

RfQ-cum-RfP dated [insert date and month] 2024 for Programme Manager for New Cities (PMNC) for Development and Management of Integrated Manufacturing Cluster (IMC) Rajpura at Patiala District, in Punjab under AKIC Project.

Dear Sir,

With reference to your RfQ-cum-RfP dated....., we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as Programme Manager for New Cities (PMNC) for Development and Management of Integrated Manufacturing Cluster (IMC) Rajpura at Patiala District, in Punjab under AKIC Project (“**Consultant**”). The Proposal is unconditional and unqualified.

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

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

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

1. We acknowledge that NICDC Punjab Industrial Corridor development corporation Limited (NPICDCL) will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to NPICDCL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of NPICDCL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
  - a. We have examined and have no reservations to the RFP, including any Addendum issued by the NPICDCL;
  - b. We do not have any conflict of interest in accordance with the terms of the 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 RFP, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
  - d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
8. We declare that we are not a member of any other Consortium applying for selection as a Consultant.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse

orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates.
11. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
12. 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.
13. We hereby confirm our Compliance to Rule 144(xi) of GFRs, 2017 including amendment / revision issued vide Order (Public Procurement No. 4), Office Memorandum No. F.7/10/2021-PPD (1) dated 23-02-2023.
14. 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 NPICDCL in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
15. We agree and understand that the Proposal is subject to the provisions of the RFP. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our Proposal is not opened or rejected.
16. In the event of our being selected as the Consultant, we agree to enter into a Contract
17. In accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by Client or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of consultancy.
19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us

20. We agree and undertake to abide by all the terms and conditions of the RFP.

We acknowledge that NPICDCL in the capacity of The Employer invites proposals from  
prospective Applicants to participate in bidding

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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

**Form 4I:**

**Applicant's Experience**

RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

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

- Provide details of project experience in support of evaluation criteria as per **Annexure – II: Parameters for Evaluation of the Technical Proposal** of this document.
- Limit each project to 2 single sided pages (1 sheet double sided)
- Client certificates/ ready for each project
- Use projects with copy of proof of experience as required for meeting the minimum qualification criteria prescribed.
- Exhibit only those projects undertaken in the last 10(ten) years.
- Projects without the proof of experience from respective client will not be considered

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

Firm's Name:

Authorized Signature:

**Note:**

*In all above cases, documentary proof satisfying the qualification criteria shall be submitted along with project completion certificate and calculation for project cost.*

*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.*

*For the purpose of conversion of foreign currency in to local currency i.e. Indian Rupees (₹) or vice versa, Bidders shall use the Reference Rates of Foreign Currency published by Reserve Bank of India ([www.rbi.org.in](http://www.rbi.org.in)), on the Base Date (28 days prior to the last date of second stage bid submission)*

*In case a particular currency rate is not published by Reserve Bank of India, then the selling rate of such currency shall be taken from the following internet web site on the Base Date:*

<http://www.oanda.com>

*In case the exchange rates are not available on the above website also, then mid-market rate of such currency shall be taken from the alternate web site*

*<http://www.xe.com> for the same date*

*In all above cases, documentary proof satisfying the qualification criteria shall be submitted along with project completion certificate and calculation for project cost.*

**Form 4J:**

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

RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

Consultant's Name \_\_\_\_\_

[Address and Contact Details]

Consultant's Reference No. \_\_\_\_\_

Date.....

Form 4J: Comments and Suggestions on the areas that have not been provided or any changes to the existing provisions of the Terms of Reference and Facilities to be provided by the NICDC Punjab Industrial Corridor Development Corporation Limited (NPICDCL) that could improve the quality/effectiveness of the assignment.

Specifically mention where your proposal deviates from Section 6: Terms of Reference.

**A - ON THE TERMS OF REFERENCE**

**Note:** Suggest and justify any modifications or improvements to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, adding another, or proposing a different phasing of the activities). Such suggestions should be concise, to the point, and incorporated into your proposal. Consultants must maintain the same numbering and structure as in Section 6 (*Terms of Reference*).

**B - ON FACILITIES & OTHER AREAS**

{Comments on facilities to be provided by the NPICDCL. For example, administrative support, office space, etc., if any}

*Note: Notwithstanding to the comments and suggestions mentioned hereinabove, NPICDCL reserves the right to accept or reject the same and such comments/suggestions shall not be binding upon NPICDCL and shall not impact the evaluation of the bids.*

**Form 4K:**

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

RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

Consultant's Name \_\_\_\_\_

[Address and Contact Details]

Consultant's Reference No. \_\_\_\_\_

Date.....

Form 4K: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Response:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

**A) Technical Approach and Methodology**

{Please explain your understanding of the objectives of the assignment as outlined in the “**Terms of Reference**” (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs here.}

**B) Work Plan.**

{Please outline the plan for implementing the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the NICDC PUNJAB INDUSTRIAL CORRIDOR DEVELOPMENT CORPORATION LIMITED (NPICDCL)), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.}

**C) Organization and Staffing.**

{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts, and relevant technical and administrative support staff. The Organization and

staffing should be consistent with Form 4L 'Team Composition and Task Assignments'.}

.....  
(Signature with date)

.....  
(Name and designation)  
Duly authorized to sign Proposal for and on behalf of

.....  
[name, address, and seal of Consultant]  
DA: Relevant documents like technical data, literature, drawings, and other documents



<b>NON-KEY EXPERTS</b>														
N-1			Home											
			Field											
n														
														<b>Subtotal</b>

**Form4M:**

**Curriculum Vitae (CV) for Proposed Staff (Key Personnel) with one page of summary of experience**

RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

Consultant's Name \_\_\_\_\_

[Address and Contact Details]

Consultant's Reference No. \_\_\_\_\_

Date.....

<b>Position Title and No.</b>	{e.g., K-1, TEAM LEADER}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship / Residence</b>	

**Education and Training:** {List college/university/ Institution or other specialized education/ Training, giving names of institutions, dates attended, degree(s)/diploma(s)/ Certificate(s) obtained. Highlight relevance to general and specific sectors}

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entities and employing organization(s) who can be contacted for references. Past employment irrelevant to the assignment does not need to be included.}

<b>Period</b>	<b>Employing organization and your title/position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities performed and relevance to the Assignment</b>
[e.g., May 2021-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr ....., deputy minister]		

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Membership in Professional Associations and Publications:

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Language Skills (indicate only languages in which you can work): \_\_\_\_\_

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**Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Consultant's Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
{List all deliverables/tasks as in FORM T5 in which the Expert shall be involved)	

Expert's contact information: (e-mail ....., phone.....)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of a Contract award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification, dismissal, and/or sanctions by the NPICDCL.

---

Name of Expert

Signature

Date

.....  
(Signature with date)

.....  
(Name and designation)  
Duly authorized to sign Proposal for and on behalf of

[name, address, and seal of Consultant ]  
DA: As above, if any

**FORM 4N:**

**Staffing Schedule for Key Personnel (Core Team)  
(Person months per year)**

RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

<b>Key Professional</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
Programme Director	12	12	12	36
Contracts Expert	6	6	6	18
Project Controls, Planning and MIS Manager	12	12	12	36
Programme ICT Manager	4	4	4	12
Design Manager (Design Head)	4	4	4	12
<b>Total</b>	<b>38</b>	<b>38</b>	<b>38</b>	<b>114</b>

- The duration stated for each Key Professional are best estimates based on current scope and client needs. As the Programme evolves, some positions may be changed / replaced with new positions or new Key Professional may be added. All changes to Key Professional will be decided by mutual consent of the Consultant and the Client and be part of future work orders.
- It is envisaged that all the members of the Key Professional shall be required during the term of assignment as mentioned above (3years). However, a fresh assessment of the requirement shall be made at the end of finalization of annual work orders in consultation with the consultant. Payment to the consultant shall take into consideration the actual deployment of the Key Professional and shall be in accordance with the provisions of the Standard Form of Contract in SECTION 6: of this RFQ-cum-RFP. It is clarified that nothing contained in this Form should be interpreted as an assurance (express or implied) that the term of the assignment would be extended beyond the initial 1 (One) year

**FORM 40:**

**Staffing Plan for Resource Pool(Person months for each year for 3years)**

RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

Sl. No.	Functional Role / Discipline	Senior	Associate	Total person months per year
1	Urban and Regional Planner	1	2	3
2	GIS Expert	1	2	3
3	Transportation Planner	1	0	1
4	Highway Design Expert	1	3	4
5	Water Supply Design Expert	1	3	4
6	Sewerage & Wastewater Design Expert	1	3	4
7	Power Infrastructure Design Expert	1	3	4
8	ICT Design Expert	0	2	2
9	Solid Waste Expert	1	2	3
10	Structural Design Engineering	2	3	5
11	Environmental/Sustainability expert	1	2	3
12	MIS Expert cum Document Controller	0	3	3
13	Programme/Project Planning/Scheduling	0	3	3

14	Cost Engineer	1	3	4
15	Health & Safety	1	3	4
16	QA/QC Manager	1	3	4
17	Civil Engineering	3	3	6
18	Mechanical Engineering	0	3	3
19	Marketing Expert	1	1	2
20	PPP, Economic and Financial Expert	1	1	2
21	Legal and Regulatory Expert	1	1	2
22	Land/ Revenue Expert	1	1	2
23	Architect (Buildings/Landscape)	1	1	2
24	MEP Expert (Buildings)	1	2	3
	<b>Total</b>	<b>23</b>	<b>53</b>	<b>76</b>

**Notes:**

1. Assessment of the requirement of the additional personnel shall be made at the time of finalization of annual work order in consultation with the consultant. Payment to the consultant shall be made based on the actual deployment of the additional personnel.
2. The ceiling limits for Key Personnel and Resource Pool are as mentioned in the Payment Schedule of this work order and payments will not exceed the limits. The man-months for each discipline may increase or decrease.
3. Certain additional personnel may be required during the terms of the consultancy (which could last up to 3-years, in the event the consultancy is extended on an annual basis beyond the initial terms of 1-year by the client). However, a fresh assessment of the requirement shall be made at the end of finalization of annual work order in consultation with the consultant. It is clarified that nothing contained in the Form should be interpreted as an assurance (expressed or implied) that the term of the consultancy would be extended beyond the initial 1 (One) year.

**Form 4P:**

**Terms and Conditions: Compliance**

Consultant's Name \_\_\_\_\_

[Address and Contact Details]

Consultant's Reference No. \_\_\_\_\_

Date.....

RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

Note to Consultants: Fill up this Form regarding Terms and Conditions in the RfQ-cum-RfP, maintaining the same numbering and structure. Add additional details not covered elsewhere in your Proposal in this regard.

Sl. No.	Ref of RfQ-cum-RfP Section, Clause		Subject	Confirmation/ Deviation/ Exception Reservation	Justification/ Reason
	Section	Clause / Sub- Clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the RfQ-cum-RfP, except those mentioned above. If mentioned elsewhere in our Proposal, contrary terms and conditions shall not be recognised and shall be null and void.

\_\_\_\_\_  
Signature with date

\_\_\_\_\_  
Name and Designation

Duly authorised to sign Proposal for and on behalf of

\_\_\_\_\_  
(name, address and seal of Consultant)

**Form 4Q:**

**Integrity Pact**

RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

This Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 202\_\_ at \_\_\_\_\_, India.

**BETWEEN**

NICDC Punjab Industrial Corridor Development Corporation Limited (“**NPICDCL**”), -----  
----- through Head of the NPICDCL, for and on behalf of President of India (hereinafter called the “**The Principal**”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

**AND**

M/s. \_\_\_\_\_ (hereinafter called the “**The Consultant**”, which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

**PREAMBLE**

‘The Principal’ intends to award, under laid down organizational procedures, contract(s) for \_\_\_\_\_, ‘The Principal’ values full compliance with all relevant laws of the land, rules, regulations, economical use of resources and fairness/ transparency in its relations with its Consultant(s) and/ or Consultant(s). In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the Procurement Process and the execution of the contract for compliance with the abovementioned principles.

**Section 1 - Commitments of the ‘The Principal’**

- 1 ‘The Principal’ commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - (a) No employee of the Principal, personally or through family members, shall, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal shall, during the Procurement Process, treat all Consultant(s) with equity and reason. The Principal shall, in particular, before and during the Procurement Process,

provide to all Consultant(s) the same information and shall not provide to any Consultant(s) confidential/ additional information through which the Consultant(s) could obtain an advantage in relation to the Procurement Process or the contract execution.

- (c) The Principal shall exclude from the process all known prejudiced persons.
- 2 If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

## **Section 2 - Commitments of the ‘Consultant’**

- 1 The ‘Consultant’ commit themselves to take all measures necessary to prevent corruption. The ‘Consultant’ commit themselves to observe the following principles during participation in the Procurement Process and during the contract execution.
- (a) The ‘Consultant’ shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal’s employees involved in the Procurement Process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Procurement Process or during the execution of the contract.
- (b) The ‘Consultant’ shall not enter any undisclosed agreement or understanding with other Consultants, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Proposals or any other actions to restrict competitiveness or to introduce cartelisation in the Procurement Process.
- (c) The ‘Consultant’ shall not commit any offence under the relevant IPC/PC Act; further, the ‘Consultant’ shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- (d) The ‘Consultant’ of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Consultant/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers”, shall be disclosed by the Consultant. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative must be in Indian Rupees only. A copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed in the Appendix to this agreement.
- (e) The ‘Consultant’ shall, when presenting their Proposal, disclose any and all payments made, are committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the contract award.

- (f) Consultant who has signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2 The 'Consultant' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from Procurement Process and exclusion from future contracts**

If the 'Consultant', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Consultant' from the Procurement Process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

### **Section 4 - Compensation for Damages**

- 1 If the Principal has disqualified the 'Consultant' from the Procurement Process prior to the award according to Section 3, the Principal is entitled to demand and recover from the 'Consultant' the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Consultant liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression**

- 1 Consultant declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the Procurement Process.
- 2 If the Consultant makes an incorrect statement on this subject, he can be disqualified from the Procurement Process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

### **Section 6 - Equal treatment of all Consultants/ Contractors/ Subcontractors**

- 1 In the case of Sub-contracting, the Principal Consultant shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.
- 2 The Principal shall enter into agreements with identical conditions as this one with all Consultants and Contractors.
- 3 Principal shall disqualify from the Procurement Process all Consultants who do not sign this Pact

or violate its provisions.

### **Section 7 - Criminal charges against violating Consultant(s)/ Consultant(s)/ Subcontractor(s)**

If the Principal obtains knowledge of the conduct of a Consultant, Consultant or Subcontractor, or of an employee or a representative or an associate of a Consultant, Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

### **Section 8 - Independent External Monitor**

- 1 The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- 2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Consultants/ Contractors as confidential. He/ she reports to the Head of the NPICDCL.
- 3 The Consultant(s)/ Consultant(s) accepts that the Monitor has the right to access, without restriction, all Project documentation of the Principal, including that provided by the Consultant. The Consultant shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4 The Monitor is under contractual obligation to treat the information and documents of the Consultant(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of Absence of Conflict of Interest. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the NPICDCL and recuse himself/ herself from that case.
- 5 The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Consultant. The parties offer the Monitor the option to participate in such meetings.
- 6 As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7 The Monitor shall submit a written report to the Head of the NPICDCL within 8 to 10 weeks from

the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

- 8 If the Monitor has reported to the Head of the NPICDCL a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Head of the NPICDCL has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9 The word 'Monitor' would include both singular and plural.

### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Consultant, 12 months after the last payment under the contract and for all other Consultants 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the Consultants and exclusion from future business dealings.

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

### **Section 10 - Other provisions**

- 1 This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., Mohali (Punjab).
- 2 Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- 3 If the Consultant is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- 5 Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs.
- 6 In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

For and on behalf of the Principal

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of 'Consultant.'

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of the Principal

Place

Date

Witness 1: (Name & Address)

Witness 2: (Name & Address)

## Appendix to Integrity Pact

### Guidelines for Indian Agents of Foreign Suppliers

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with ‘**The Principal**’ shall apply for registration in the registration form with the appropriate unit.
- 1.1 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement. It should cover - the precise relationship, services to be rendered, and mutual interests in business - generally and/or specifically for the tender. Any commission/ remuneration/ salary/ retainership, which the agent or associate receives in India or abroad from the Principal, whether should be brought on record in the Agreement and be made explicit.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary, or a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalizing the order.
- 2.0 Disclosure of particulars of agents/ representatives in India, if any.
- 2.1 Consultants of Foreign nationality shall furnish the following details in their offers:
  - 2.1.1 The ‘**Consultant**’ of foreign origin shall disclose the name and address of the agents/ representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is an existing Company and details of the same shall be furnished.
  - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
  - 2.1.3 Confirmation of Consultant that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by ‘The Principal’ in Indian Rupees only.
- 2.2 Consultants of Indian Nationality shall furnish the following details in their offers:
  - 2.2.1 The ‘Consultant’ of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing the agent specifically to make an offer in India in response to tender either directly or through the agents/ representatives.

- 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by Consultant for himself.
- 2.2.3 Confirmation of the foreign principals of Consultant that the commission/ remuneration, if any, reserved for Consultant in the quoted price(s), may be paid by 'The Principal' in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Services.
- 2.3 In either case, in the event of contract materializing, the terms of payment shall provide for payment of the commission/ remuneration, if any, payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in clauses above shall render the concerned Proposal liable to rejection or, in the event of a contract materializing, the same liable to termination by 'The Principal'. Besides this, there would be a penalty of banning business dealings with 'The Principal' or damage or payment of a named sum.

**Form 4R:**

**Authorization to Attend Pre-Proposal Conference**

Consultant's Reference No. \_\_\_\_\_

Date.....

To

NICDC Punjab Industrial Corridor Development Corporation Limited (NPICDCL)  
PUDA Bhawan, Sector 62, Sahibzada  
Ajit Singh Nagar, Punjab – 160062

Applicant

[Complete address of the Applicant]

Ref: RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

Subject: Authorization to attend Pre-Proposal Conference on \_\_\_\_\_ (date).

Following persons are hereby authorized to attend the Pre-Proposal Conference for the tender mentioned above on behalf of \_\_\_\_\_ (Consultant) in the order of preference given below.

Sr.	Name	Government Photo ID Type/ Number
-----	------	----------------------------------

I.

II.

Alternate Representative

Note:

*1. Maximum of two representatives (carrying valid Government photo IDs) shall be permitted to attend the Pre-Proposal opening. An alternate representative shall be permitted when regular representatives cannot attend.*

*2. Permission to enter the hall where the pre-Proposal conference is conducted may be refused if authorization as prescribed above is not submitted.*

Signatures of Consultant

or

The officer authorized to sign the Proposal.

Documents on behalf of the Consultant

[name & address of Consultant and seal of company]

**Form 4S**

**Disclosure of Prior Engagements with NICDC/NPICDCL/PUDA**

Consultant's Reference No. \_\_\_\_\_

Date.....

To

CEO & Managing Director,  
NICDC Punjab Industrial Corridor Development  
Corporation Limited (NPICDCL)  
PUDA Bhawan, Sector 62, Sahibzada Ajit Singh Nagar, Punjab – 160062

Applicant

[Complete address of the Applicant]

Ref: RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

*[This form is to be completed by the Applicant to disclose any prior engagements undertaken with NICDC/NPICDCL/PUDA for consulting assignments of a similar nature to the current assignment, in compliance with Clause 2.3.5 of the RfQ-cum-RfP.]*

**1. Prior Engagement Details**

Please provide details of all prior consulting assignments with NICDC/NPICDCL/PUDA of a similar nature to the current assignment.

<b>Engagement Description</b>	<b>Scope of Work</b>	<b>Duration</b>	<b>Project Reference/Name</b>	<b>Client Contact Person</b>

## **2. Declaration**

The Applicant hereby certifies and declares the following:

- The Applicant has fully disclosed all prior engagements with NICDC/NPICDCL/PUDA in compliance with Clause 2.3.5 of the RfQ-cum-RfP.
- The Applicant acknowledges that NPICDCL reserves the exclusive right to determine whether any prior engagement constitutes a Conflict of Interest.

**Section5: Financial Proposal - Standard Forms**

Form5A	Financial Proposal Submission Form
Form5B-1	Standard Schedule of Rates for PMNC Key Personnel
Form5B-2(a)	Standard Schedule of Rates for additional Personnel (Senior)
Form5B-2(b)	Standard Schedule of Rates for additional Personnel (Associate)
Form 5C	Staff Fee Estimate
Form 5D	Out of Pocket (Direct) Expenses
Form 5E	Summary of Financial Proposal

**Form5A:**

**Financial Proposal Submission Form**

[Location] [Date]

To:

CEO & Managing Director,  
NICDC Punjab Industrial Corridor Development  
Corporation Limited (NPICDCL)  
PUDA Bhawan, Sector 62, Sahibzada Ajit Singh Nagar, Punjab – 160062

Dear Sir/Ma'am,

Subject: Programme Manager for New Cities (PMNC) for Development and Management of Integrated  
Manufacturing Cluster (IMC) Rajpura at Patiala District, in Punjab under AKIC Project.

Ref: RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

We, the undersigned, offer to provide the services for [*name of assignment*] in accordance with your  
Request for Qualification –cum-Request for Proposal dated [*date*] and our Proposal. Our attached  
Financial Proposal is for the sum of [*amount(s) in words and figures*] including all applicable taxes for  
3(Three)year Programme Manager for New Cities (PMNC) Consultancy Services.

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

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

We understand you are not bound to accept any Proposal you receive. We remain,  
Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm and Address:

**Form 5B-1:**

**Standard Schedule of Rates for PMNCKey Personnel**

Ref: RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

S.No	Role	Proposed Candidate name	Company	Year 1 Monthly rates for 2025*	
				(in Figures)	(in words)
1	Programme Director				
2	Contracts Expert				
3	Project Controls, Planning and MIS Manager				
4	Programme ICT Manager				
5	Design Manager (Design Head)				

\*Monthly rates are based on a work day of 8 hours considering that there shall be 22 working days in a calendar month; provided that the method payment and manner of calculation of man-months specified in the standard form of contract shall apply even if there are more than 22 working days in any calendar month. The time spent in man-months and the fee payable shall be calculated in accordance with the General conditions of Contract in the Standard Form of Contract of this RfQ-cum-RfP.

**Form5B-2(a):**

**Standard Schedule of Rates for Additional Personnel**

Ref: RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

Sl.No.	Functional Role	Person Months	Senior Monthly Rate in INR**	
			(in figures)	(in words)
1	Urban and Regional Planner	1		
2	GIS Expert	1		
3	Transportation Planner	1		
4	Highway Design Expert	1		
5	Water Supply Design Expert	1		
6	Sewerage & Wastewater Design Expert	1		
7	Power Infrastructure Design Expert	1		
8	ICT Design Expert	1		
9	Solid Waste Expert	1		
10	Structural Design Engineering	1		
11	Environmental/Sustainability expert	1		
12	MIS Expert cum Document Controller	1		
13	Programme/Project Planning/Scheduling	1		
14	Cost Engineer	1		
15	Health & Safety	1		
16	QA/QC Manager	1		
17	Civil Engineering	1		
18	Mechanical Engineering	1		
19	Marketing Expert	1		
20	PPP, Economic and Financial Expert	1		
21	Legal and Regulatory Expert	1		
22	Land/ Revenue Expert	1		
23	Architect (Buildings/Landscape)	1		
24	MEP Expert (Buildings)	1		

\*Monthly rates are based on a workday of 8 hours considering that there shall be 22 working days in a calendar month; provided that the method payment and manner of calculation of man-months specified in the standard form of contract shall apply even if there are more than 22 working days in any calendar month. The time spent in man-months and the fee payable shall be calculated in accordance with the provision of the General conditions of Contract in the Standard Form of Contract of this RfQ-cum-RfP. **The experience for the position of senior expert in the additional resource pool should be a minimum of 12 years.**

**Form5B-2(b):**

**Standard Schedule of Rates for Additional Personnel**

Ref: RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

Sl.No.	Functional Role	Person Months	Associate Monthly Rate in INR**	
			(in figures)	(in words)
1	Urban and Regional Planner	1		
2	GIS Expert	1		
3	Transportation Planner	1		
4	Highway Design Expert	1		
5	Water Supply Design Expert	1		
6	Sewerage & Wastewater Design Expert	1		
7	Power Infrastructure Design Expert	1		
8	ICT Design Expert	1		
9	Solid Waste Expert	1		
10	Structural Design Engineering	1		
11	Environmental/Sustainability expert	1		
12	MIS Expert cum Document Controller	1		
13	Programme/Project Planning/Scheduling	1		
14	Cost Engineer	1		
15	Health & Safety	1		
16	QA/QC Manager	1		
17	Civil Engineering	1		
18	Mechanical Engineering	1		
19	Marketing Expert	1		
20	PPP, Economic and Financial Expert	1		
21	Legal and Regulatory Expert	1		
22	Land/ Revenue Expert	1		
23	Architect (Buildings/Landscape)	1		
24	MEP Expert (Buildings)	1		

\*Monthly rates are based on a work day of 8 hours considering that there shall be 22 working days in a calendar month; provided that the method payment and manner of calculation of man-months specified in the standard form of contract shall apply even if there are more than 22 working days in any calendar month. The time spent in man-months and the fee payable shall be calculated in accordance with the provision of the General conditions of Contract in the Standard Form of Contract of this RfQ-cum-RfP. **The experience for the position of Associate in the additional resource pool should be a minimum of 7 years.**

**Form 5C:**

**Staff Fee Estimate (₹)**

*(Person months multiplied by rates)*

Ref: RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

Sr. No.	Personnel	Year 1	Year 2 <sup>^</sup>	Year 3 <sup>^</sup>	Total
	<b>Key Professionals<sup>^^</sup></b>				
1.	Programme Director				
2.	Contracts Expert				
3.	Project Controls, Planning and MIS Manager				
4.	Programme ICT Manager				
5.	Design Manager (Design Head)				
	<b>Additional Personnel (Senior)<sup>^^^</sup></b>				
1	Urban and Regional Planner				
2	GIS Expert				
3	Transportation Planner				
4	Highway Design Expert				
5	Water Supply Design Expert				
6	Sewerage & Wastewater Design Expert				
7	Power Infrastructure Design Expert				
8	ICT Design Expert				
9	Solid Waste Expert				
10	Structural Design Engineering				
11	Environmental/Sustainability expert				
12	MIS Expert cum Document Controller				
13	Programme/Project Planning/Scheduling				
14	Cost Engineer				

Sr. No.	Personnel	Year 1	Year 2 <sup>^</sup>	Year 3 <sup>^</sup>	Total
15	Health & Safety				
16	QA/QC Manager				
17	Civil Engineering				
18	Mechanical Engineering				
19	Marketing Expert				
20	PPP, Economic and Financial Expert				
21	Legal and Regulatory Expert				
22	Land/ Revenue Expert				
23	Architect (Buildings/Landscape)				
24	MEP Expert (Buildings)				
	<b>Additional Personnel (Associate )<sup>^^^</sup></b>				
1	Urban and Regional Planner				
2	GIS Expert				
3	Transportation Planner				
4	Highway Design Expert				
5	Water Supply Design Expert				
6	Sewerage & Wastewater Design Expert				
7	Power Infrastructure Design Expert				
8	ICT Design Expert				
9	Solid Waste Expert				
10	Structural Design Engineering				
11	Environmental/Sustainability expert				
12	MIS Expert cum Document Controller				
13	Programme/Project Planning/Scheduling				
14	Cost Engineer				
15	Health & Safety				
16	QA/QC Manager				
17	Civil Engineering				

<b>Sr. No.</b>	<b>Personnel</b>	<b>Year 1</b>	<b>Year 2<sup>^</sup></b>	<b>Year 3<sup>^</sup></b>	<b>Total</b>
18	Mechanical Engineering				
19	Marketing Expert				
20	PPP, Economic and Financial Expert				
21	Legal and Regulatory Expert				
22	Land/ Revenue Expert				
23	Architect (Buildings/Landscape)				
24	MEP Expert (Buildings)				
	<b>Total</b>				

<sup>^</sup> The rates for the subsequent years (i.e. years 2,3) shall be same as quoted for the first year being 2025

**Form 5D**

**Out of Pocket (Direct) Expenses (in ₹)**

Ref: RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

Item	Qty	Rate	Year 1	Year 2	Year 3	Total ₹
Air Travel Domestic^						
IT, MIS Hardware and Software and Administrative Expenditure (Provisional)*			8,00,000	8,00,000	8,00,000	<b>24,00,000</b>
<b>Total</b>			<b>8,00,000</b>	<b>8,00,000</b>	<b>8,00,000</b>	<b>24,00,000</b>

^ Domestic Air Travel will be reimbursed for Economy Class only. Any additional air travel expenses over and above the Economy class will be borne by the consultant. Any additional travel expenses over and above the specified class will be borne by the consultant.

Reimbursement of per diem @ Rs. 1000/-and 3 star hotel accommodation on out station travel.

Reimbursement of expenses related to air/rail travel shall be at actuals, subject to the maximum stipulated in this Form (as may be adjusted under and in accordance with the provisions of the Standard Form of Contract).

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

**Form5E**

**Summary of Financial Proposal**

Ref: RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

<b>Item</b>	<b>Year 1 (₹)</b>	<b>Year 2 (₹)</b>	<b>Year 3 (₹)</b>	<b>Total Years 1 to 3 (₹)</b>
<b>a. Staff total fee (Form 5C)</b>				
<b>b. Out of Pocket (Form 5D)</b>				
<b>Total Fee without GST (a) + (b)*</b>				
<b>c. GST</b>				
<b>Total Financial Proposal (a+b+c)</b>				

The total feewithout GST should match with the break-up of costs given as per the Form5B-1, 5B-2(a to b), 5C and 5D.

Total FinancialProposal(in figure): ₹

Total Financial Proposal (in words): ₹

*Note: As mentioned in this RfQ-cum-RfP, the evaluation of Financial Proposal shall be on the basis of the total fee (total staff fee and out of pocket expenses) for a period of Three (3) yearsincluding all applicable taxes.*

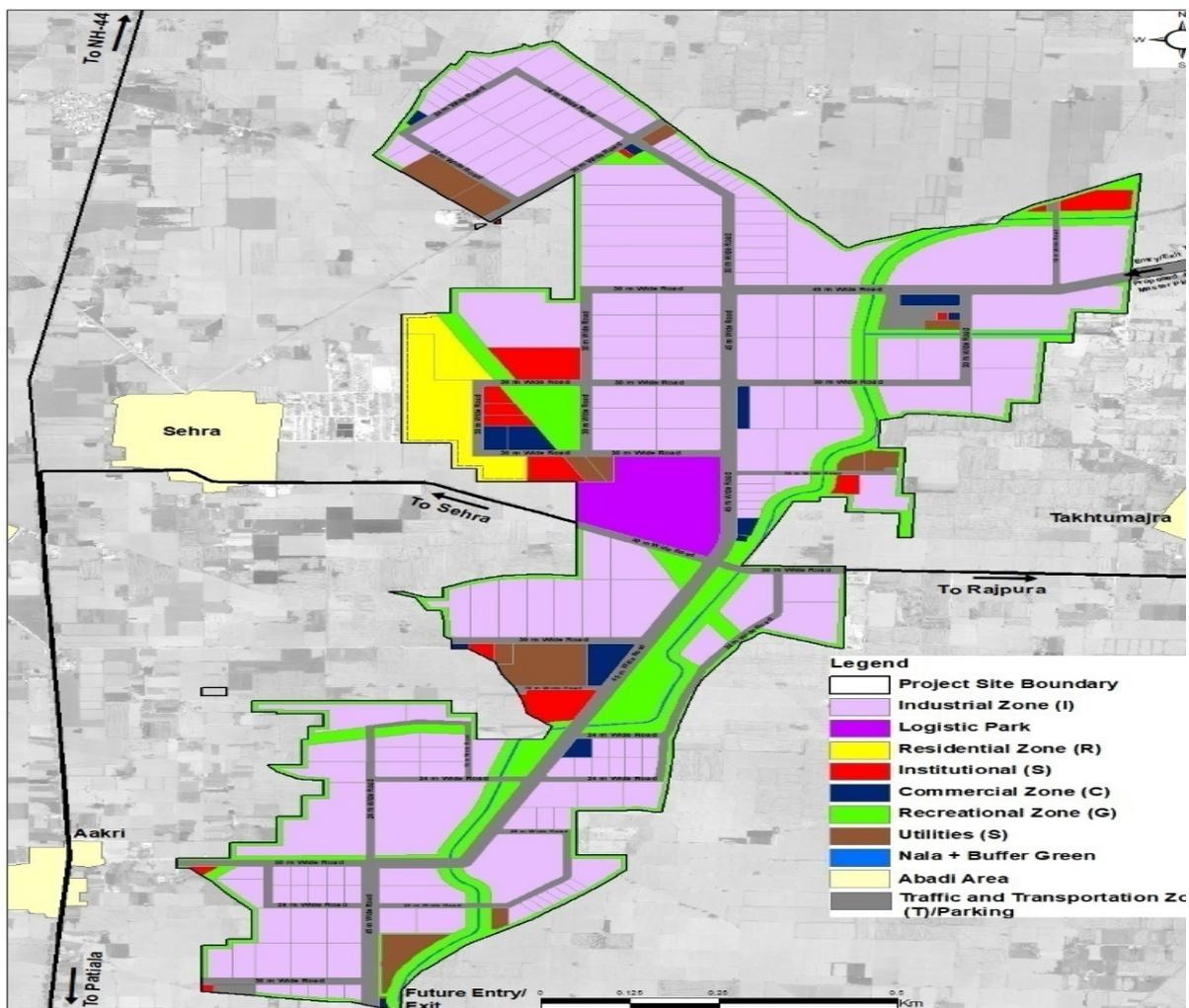
## Section 6: Terms of Reference

### 1 INTRODUCTION

- 1.1 The Government of India (G o I) is developing various Industrial Corridor projects as part of the National Industrial Corridor Project which is aimed at development of futuristic industrial cities in India which can compete with the best manufacturing and investment destinations in the world by unleashing the manufacturing potential, raising its contribution to India's GDP thereby achieving: (a) accelerated development, (b) inclusive growth and (c) gainful employment. The Amritsar Kolkata Industrial Corridor (AKIC) project is one among the eleven corridors promoted by G o I; AKIC is conceptualized along the high capacity, high-speed Eastern Dedicated Freight Corridor (EDFC) as the backbone and runs parallel to the Golden Quadrilateral and its diagonals, thus enhancing the attractiveness for investments.
- The Rajpura-Patiala Node (refer **Error! Reference source not found.** Integrate smart growth within a new sustainable township.
  - Identify high-value manufactured products with high export potential.
  - Maintain a unique cultural heritage.
  - Provide a healthy quality of life.
- 1.2 The Rajpura IMC will be developed as a new industrial township, according to a comprehensive land use framework of international standards. The industrial area will offer parks and open space, public transportation, pedestrian and bicycle trails, and other amenities. Located in Patiala district just 6 kilometers from Rajpura and 8.6 Km from nearest EDFC station, would strengthen the road and rail connectivity, this industrial area is envisioned as a new satellite community to the city of Rajpura.
- 1.3 The site is strategically located between the Rajpura and Patiala town, at an important junction of NH44 and NH64, connecting it to all the important nodes, like Mohali, Ludhiana, Ambala, Baddi and Chandigarh. The area will provide direct connections through the city of Rajpura on to National Highway (NH) 16 Additional regional roads will be provided to connect potential future areas of industrial expansion in and around the town of Rajpura. Because of the industrial area's connectivity, visibility, and strategic location, the area will provide an ideal site for investment and employment growth for years to come.

The site is strategically located between the Rajpura and Patiala town, at an important junction of NH44 and NH64, connecting it to all the important nodes, like Mohali, Ludhiana, Ambala, Baddi and Chandigarh. The area will provide direct connections through the city of Rajpura on to National Highway (NH) 16. Additional regional roads will be provided to connect potential future areas of industrial expansion in and around the town of Rajpura. Because of the industrial area's connectivity, visibility, and strategic location, the area will provide an ideal site for investment and employment growth for years to come.

Figure 1: Land Use Plan



## **1.4 Transportation**

Rajpura IMC is served by the 45m Master Plan Road having divided Six-lane configuration. Traffic demand is expected to increase with the proposed IMC and alternate connectivity will be required. Conceptual transportation system has been proposed during the concept master plan evaluating internal circulation, external access, and internal road layouts. The road circulation proposed provides for safe, convenient, and efficient movement of people and goods integrated into a motorised and non-motorised transport system following a hierarchy of road networks. Public transport will include a bus system serving commuters within the IMC.

## **1.5 Water Supply and Distribution**

Per capita water demand, industrial water demand, sewage generated and treated, wastewater generation, percentage of total water demand, demand for non-potable water by nonindustrial uses, and water demand for open spaces and roads were calculated. Freshwater requirements are estimated at 14.64 million liters per day (MLD), which will be subsidized using treated wastewater. As such, treated water could account for 46.8% of total water demand.

### **1.5.1 Water Sources**

The external source of water supply is from Akash distributary which is located 700 metres from IMC Rajpura. Out of total freshwater demand of 14.64 MLD, 9 MLD will be provided from Akash distributary while the shortfall of 5.64 MLD will be met through borewells. Also, the water demand will be met entirely from borewells, during no supply from Akash distribution in peak summer. A 14.64-MLD-capacity water treatment plant has been proposed. A 45ML Storage reservoir has been proposed for raw water in the North of the IMC at highest elevation.

### **1.5.2 Water Treatment Plant**

A conventional water treatment plant using a unit process of coagulation followed by flocculation, settling, and filtration has been proposed in the master plan. Total WTP capacity is 14.64 MLD

### **1.5.3 Flood and Storm water Management System**

The site experiences moderate rainfall and it is unlikely that the site will be subject to flooding. An initial flood analysis and prevention strategy has been carried out; this strategy includes an analysis of the frequency of daily rainfall, a flood simulation, and a hydraulic design to accommodate the 100-year flood. A seasonal natural drain passes north-south through the site and is retained and defined in the ground with side slopes stabilization. Green areas are proposed on either side of the drain to cater as sponges for any possible overflows during monsoons. The existing drain alignment is mostly retained except where land use efficiency is to be increased and integrated with greens.

#### **1.5.4 Wastewater Management System**

Domestic and industrial wastewater generated will be treated separately. The wastewater from industries and sewage from the residential areas will be treated in a common effluent treatment plant and sewage treatment plant, respectively. The sewage generated in the project area will be treated in the two sewage treatment plants (STP) of total capacity 3.8 MLD, out of which 1.9 MLD capacity (1.2 + 0.7 MLD) will be installed initially and 1.9 MLD capacity (1.2 + 0.7 MLD) in future. Total capacity of Common effluent treatment plant (CETP) planned for IMC is 10 MLD of which 4 MLD capacity will be installed initially and another 3MLD + 3MLD capacity to be operationalized in future as per occupancy. The treated water will be distributed in the project area through recycle/reuse water supply network.

#### **1.5.5 Solid Waste Management—Disposal and Land Requirement**

An analysis of waste-generating sources, quantities of waste, and waste management activities (storage, collection, segregation, treatment, and final disposal) has been provided in the master plan. The solid waste management plan for the Rajpura Industrial Area is expected to set a benchmark for management of green developments. The waste generation has been estimated using factors depending on specific land uses. The master plan estimates waste generation in Rajpura IMC is around 21 tons per day (TPD) of municipal solid waste (MSW). A solid waste management Programme has been developed in compliance with the Municipal Solid Waste Rules 2000 and the Hazardous Wastes Rules 2008. The Programme asserts the practice of waste segregation and provision of suitable bins/containers. A broad collection of municipal waste system is recommended that uses pneumatic automated collection and transportation, door-to-door collection, kerb side collection, block collection, and a community bin system; a secondary waste collection and transportation system is also suggested. The industrial waste collection and transportation systems will be separate.

## 1.6 Works to be done

The PMC has to ensure that the proposed development is not only cost effective but also environment friendly vis-a-vis the normal mode of development / construction currently in use in Punjab and in India. For the same, it is advisable to work on a 3 D technology model for all the infrastructure development and the model should be able to simulate the situation in case of some natural calamity. The modelling should also be used to showcase the cost effectiveness of the technology used and the benefits which can be accrued by the various stakeholders involved with the project. An indicative list of activities (but not limited to) be undertaken for ensuring smooth and sustainable development of the IMC is as follows:

S.No.	Description
<b>A.</b>	Roads, Utilities and Area Landscaping with Water Treatment Plant, STP, CETP, Administration building complex and civil works for Solid Waste Management
<b>B.</b>	Information, Communication & Technology and SCADA works
<b>C</b>	<p>Deposit Works to be undertaken by Punjab State agencies i.e.</p> <ul style="list-style-type: none"> <li>- PSTC; Review option/ schemes for re-routing of 220 KV HT line given by State agencies and integrate the same with overall Construction framework of the IMC project for integrated development and nearest tapping point</li> <li>- Review and integrate for construction of 220 KV GIS Substation and seamless integration with proposed 220 KV line</li> <li>- Irrigation Dept: Rehabilitation of Akash Distributary with construction of the lining of Akash channel from Narwana branch canal to nearest point to IMC site and Construction of Water transmission line of 0.7 km from Akash to the IMC site including any needed Land acquisition</li> <li>- GMADA: Review option/ schemes for Approach road (45 meter width) cross section and DPR being undertaken by GMADA. Coordinate and integrate with IMC for seamless execution of Entry/ Exit to the proposed IMC</li> </ul>
<b>D</b>	<p>Development of Solid Waste Management infrastructure: Framework for construction of Solid waste management infrastructure and strategy for day to day operations such as:</p> <p>The PMC will be responsible for preparation of the Manual for Municipal Solid Waste Management System (MSWM) of IMC which will comprise of collection, treatment and disposal.</p> <p>The PMC will also discuss issues, concerns and possible</p>

	<p>institutional arrangements/ models for private service provider (PSP) engagement.</p> <p>From the point of view of mobilising capex, minimising risks and optimising service levels a set of models for investment and O&amp;M to be examined by the PMC.</p> <p>The work to be taken up as per Swachh Bharat Yojna schemes and guidelines</p>
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#### **1.6.1 Use of waste and manufacturing / process by -products in construction**

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

#### **1.6.2 Use renewable energy (solar.):**

The sustainable master system integration plan should lay emphasis on the usage of renewable sources of energy to the extent possible. The master plan/ development plan prepared by NICDC Punjab Industrial Corridor development Corporation Limited . / nodal agency provides the guidelines with respect to the usage of renewable energy sources and about how the efficiency in energy utilization (at all levels) can be ensured. The PMC has to further dwell upon the same and prepare the implementation plan for maximum utilization of renewable energy at RAJPURA IMC and provide the steps to continuously improve the efficient energy utilization in the built environment e.g. buildings, transportation mode etc

#### **1.6.3 Use technology that require less water during the construction of infrastructure:**

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

#### **1.6.4 Storm Water Management**

The drainage system is planned based on the natural topography of the site. Majority of the project area has a general slope from the north to south. The Nim sahib Nala which flows through the project site forms the valley line for the project for the proposed storm water drainage system. The PMC will need to procure No Objection Certificate from Drainage cum Mining Circle, Patiala, Punjab for proposed alignment and cross section of the Nim Sahib within the IMC.

#### **1.6.5 Recycle and reuse of water and waste:**

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

#### **1.6.6 Gas Pipeline integration & Management**

There is an underground GAIL pipeline crossing the site. The PMC will need to integrate it with overall development of IMC upholding all regulations of GAIL and Punjab State. PMC will need to procure on the proposed Master plan, No Objection Certificate from GAIL, Patiala, Punjab before the commencement of construction at site, based on the existing alignment and depth of pipeline to Ground level within the IMC

#### **1.6.7 3D Model Driven Approach for AKIC Nodes**

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

## 2. SCOPE OF WORK

### 2.1 PMNC OVERVIEW

- 1) Programme Manager for New Cities (“PMNC”) is expected to perform all advisory and technical activities necessary to plan, integrate, package, administer, inspect, and manage the development and construction of projects in the Integrated Manufacturing Cluster RAJPURA (IMC RAJPURA). It will be the PMNC’s primary responsibility to ensure on-schedule, under budget delivery of projects within but not limited to the Programme in consistent with the quality and standards specified Client
- 2) The PMNC to ensure that the proposed development shall be cost effective, environment friendly and uses technologically advanced system vis-a-vis the normal mode of development/ construction currently in use in Uttarakhand and in India. For the same, PMNC shall ensure the use of 3D technology model for all the infrastructure development and the model should be able to simulate the situation in case of some natural calamity. The modelling should also be used to showcase the cost effectiveness of the technology used construction material, use of local resources, use of native tree/plants species etc. and the benefits which can be accrued by the various stakeholders involved with the project. Further, the PMNC shall ensure that sustainability aspects are embedded in infrastructure design and execution and explore the use of renewable energy, use of technology that require less water during the construction of infrastructure, use of sustainable
- 3) The PMNC is expected to provide the scope of services for a period of three (3) years which the Client may renew for a further period of two (2) more years as mutually decided and deemed necessary.
- 4) The Programme management services are divided into two broad categories:
  - Programme Wide services” are those services that focus on the management, planning and administration of the Programme in general, rather than for the specific benefit of a single project or limited set of projects.
  - “Project Specific Services (PSS)” are those services that are for the management, planning, administration, supervision, coordination and implementation of a specific project or set of related projects.
- 5) The PMNC shall set up a Programme Management Office (PMO) and staff it with necessary core staff of Key Professionals to perform the “Programme Wide Services (PWS)”. The key professional composition may subject to change/modifications during the subsequent stages based on the programme requirement as deemed necessary by the client and PMNC team through mutual understanding and

discussions. It is given that the PMNC Key Professionals will report to NICDC PUNJAB INDUSTRIAL CORRIDOR DEVELOPMENT CORPORATION LIMITED.

- 6) Additional resources and experts as listed in this RFQ-cum-RFP will be required over the 3 years of the contract period, to provide “project specific” services as and when required. Work orders will be issued to provide these project specific services as provided in the Contract (refer Section 6). The scope and price for work orders will be negotiated using the schedule of rates submitted in the financial proposal.

## 2.2 SPECIFIC SCOPE OF WORK FOR YEAR 1

The first work order will cover the following tasks envisioned during the year 1:

- 1) Task-1 Setting up the PMO and establishing Programme Management Information System (PMIS) for NPICDCL
- 2) Task-2 Validation studies for entire IMC RAJPURA
- 3) Task-3 Preparation of ICT Master Plan [include tendering for MSI]
- 4) Task-4 Architectural Design for ICCC-cum-Administrative Building Complex and Entry Gate Structures
- 5) Task-5 Preparation of Landscape Master Plan for Green belts, parks and open spaces and tender documents
- 6) Task-6 Appointment of EPC Contractor(s)
- 7) Task-7 Assisting Client on various technical matters

## **Task-1: Setting up the PMO and establishing PMIS for NPICDCL**

### **A. Setting up the PMO:**

- 1) To ensure long term success, PMNC must implement a consistent, thorough, transparent Programme-wide strategy. PMNC will prepare a Programme Implementation Plan (PIP) which will include all the tasks and issues identified in the scope of work described below. The PIP will address the “how”, “what” “when” and “Who” for each scope of work.
  
- 2) In the first 30 days the PMNC will develop and implement the basic systems, tools and processes associated with the items noted below. These systems, tools and processes will be refined and enhanced over time as the Programme evolves. A separate “Mobilization Team” will be deployed to accomplish the task of setting up the PMO and specifically the project management information system (PMIS) and standards, policies and procedures for procurement, contracts, design and construction management, document control system and health and safety. The areas to be addressed by the Key Professional and the PMO mobilization team include:
  - Team Chartering
  - Governance Setting
  - Schedule Development
  - Budget Formulation
  - Baseline Establishment
  - Cash Flow Development
  - Policies Establishment
  - Standards Establishment
  - Procurement Strategy Development
  - Contracts Strategy Development
  - Establish a Programme Delivery Plan including how the different stages of each project will be managed e.g., milestones, gateway approvals etc.
  - Health and Safety Plan
  - Environmental Management Plan
  - Establish all monitoring tools, key performance indicators and all “indicator/performance management tools” and the reporting systems that will govern the progress of the Programme and set alerts, trends analyses and escalation methodologies and change management
  - Establish “E-Systems” to facilitate communications, contracts management, Programme management, design management, procurement and tendering and cost control

- Document Control System
- Stakeholder management plan

## **B. Programme Management Information System (PMIS) for NPICDCL**

- 1) PMNC is required to procure and establishing PMIS including online Dashboard for NPICDCL hosted on cloud servers within India as per guidelines issued by Government of India, for integration with dashboard/ websites hosted by State Government as well as Central Government. The PMIS shall be designed to integrate with EDS, document control, standard operating processes/ procedures, P6 schedule, e-system, project costs/ estimates, spatial mapping and 3D project design, information and software's, land management system, and real time monitoring systems established by PMNC. The PMIS shall be designed to ensure access to designated officials of NPICDCL, PMNC, Master Plan Consultant, EPC Contractor and other line department as finalized by NPICDCL.
- 2) PMNC shall bear the cost of procurement and establishment, and renewal of licenses for 3 years of PMIS, however, the NPICDCL will be owner of PMIS.

## **C. Data Takeover from Master Plan Consultant**

- 1) PMNC, immediately after its appointment, shall initiate discussion with Master Plan consultant and take over all the relevant documents/ drawings/ studies/ report pertaining to IMC RAJPURA project and systematically log them for record. MPC shall be available on virtual calls with prior information & their availability for handholding & sharing of data. PMNC shall ensure that all the information is collected within 1 month from the start of the assignment and intimate the completion of data take over to NPICDCL.

## **Task- 2: Validation Studies for IMC RAJPURA**

### **A. Technical Validation**

- 1) PMNC will perform the technical validation of the Master Plan and Preliminary Engineering Studies and any other ongoing projects related to IMC RAJPURA including Multi-Modal Logistic Hub (MMLH) which are under preparation for the IMC RAJPURA project. PMNC will review and validate reports/ drawings/ major deliverables prepared by Master Plan Consultant, which includes project area base map, Market Demand Assessment for industry and Multi-Modal Logistic Hub (MMLH), technical assessment report, project area land boundary assessment, detailed master plan, design basis report, preliminary design report for roads &

services/ utilities, tender packages and project costs for entire IMC RAJPURA project area, in line with environmental clearance, approval accorded by NIDCIT and applicable statutory and codal provisions, and Rail Connectivity Report and Techno-economic Feasibility Report (TEFR) for MMLH.

- 2) The study result will act as a road map and form the basis for all downstream actions and decisions. In performing the technical validation, PMNC will perform a review of the master plan for IMC RAJPURA, design basis report, and preliminary engineering for trunk infrastructure (on-going) including reviewing, analyzing and evaluating the purpose, intent, applicability, functionality, technology, schedule and cost for each base infrastructure project recommended in the master plan, applicability of technologies to satisfy project objectives e.g. sustainability and smart city, the inter relationship with other projects (sequencing), critical risk areas and assumptions, permissions/ approval requirements and durations etc. If the technical validation review reveals fatal flaws which would prevent or pose risks in implementation e.g., a proposed project in the plan cannot be implemented due to technical deficiencies or delays, the PMNC validation team will recommend alternatives to meet the objectives of the master plan and get plan amended. Redoing the master plan is not part of the scope of work but conducting technical evaluations to recommend alternatives / substitutions to the plan recommendations is part of the scope of work. However, the PMNC is expected to ensure that the modifications are conveyed and carried out by the detailed engineering consultant or consultant carrying out subsequent works. After the technical validation including the project list is approved by the Client, the PMNC will validate and update the Programme cost estimate, prepare budgets, cash flow and schedule for each project with key milestones in each delivery phase e.g., design, construction etc. for IMC RAJPURA project area.
- 3) The PMNC will prepare a master schedule showing the inter relationships between projects; the master schedule along with the budgets will form the baseline for Programme monitoring and performance measurement. The studies shall result in the preparation of broad infrastructure plans including the external infrastructure required for IMC RAJPURA project area (and internal infrastructure (infrastructure requirements within the based on which the strategy for infrastructure creation can be finalised based on discussions with the Client and other key stakeholders such as RIICO etc.
- 4) The PMNC shall submit the draft validation as per the timelines prescribed in the Clause 6.6 of the Special Conditions of Contract and the final validation study will be completed after getting review comments from the Client. The studies shall also include the delineation validation and delineation of the land for the development in the overall master plan prepared by Master Planning Consultant (based on actual availability of land) and taking into consideration the applicable statutory provisions

for preparation of development scheme. The PMNC shall carry this out with the assistance and coordination with Client, line departments and all other relevant stakeholders.

## **B. Economic Validation**

The intent of the economic validation is to provide a very high-level review of the economic and techno-economic feasibility reports (TEFR) including MMLH completed to date and to identify demerits which may limit Industrial Area from meeting economic and growth objectives. The analysis should validate the basis of assumptions and decisions made regarding implementation. Specifically, the high-level analysis shall review:

1) **Industrial sector review:**

Choice of industry cluster planned for the IMC RAJPURA and the basis of the assumptions which may include but not limited to a) future growth propensity of the sector in terms of share of state GDP participation, b) cost competitiveness of the IA, c) existing demand supply gap for industrial sectors, and d) employment multiplier impact of each industrial cluster within the region.

2) **Physical infrastructure review:**

Infrastructure demand and relevant phasing sequencing – both for industrial and non-industrial.

3) **Demographic review:**

Population growth estimates, Employment rate estimates (Industrial Vs Non-Industrial), Non-industrial employment break up (Public Vs Private).

4) **Real estate and land economic review:**

Validation of real estate land demand models for Industrial & Nonindustrial land uses (Residential, Commercial –retail, office, Hospitality, Social Infrastructure-education, health, public use etc.), development phasing and land disposal phasing strategies for optimizing returns from real estate assets.

5) **Policy framework review**

Review of policy intervention and competitive incentives strategies for core industrial and real estate land uses.

**6) Identification of projects & basis for project implementation:**

Based on the review and the list of projects indicated in the RFQ-cum-RFP and any other projects identified as necessary for development in the {IMC Rajpura}, the PMNC shall indicate the initial bundling/ unbundling proposed for the projects and recommend whether they should be implemented on PPP/ non-PPP basis providing the broad rationale/ justification for the recommendations.

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

**C. Procurement Strategy**

- 1) The PMNC shall identify the various kinds of services required to be procured during the term of the Assignment. Based on the services identified, the PMNC shall prepare a procurement strategy appropriate to the services required across project development, design phase and implementation phase. This will include analysis of statutory, legal, and financial aspects of infrastructure delivery models available in India (including PPP delivery models) and appropriateness of the infrastructure delivery model. The procurement strategy will also incorporate inputs from the critical stakeholders from the Central and State Governments. The PMNC shall further prepare the procurement/ tender document formats appropriate for the various kinds of procurement envisaged such as landscape & ICT contractors, works (including EPC, Design-Basis) and PPP projects etc. supported by required technical guidelines.
- 2) The draft report on Procurement Strategy shall be submitted by the PMNC as per the timelines prescribed in the Clause 6.6 of the Special Conditions of Contract. The final Procurement Strategy report will be completed after getting review comments from Client, other critical stakeholders as applicable.

**D. Sustainable/ Low- Carbon master system integration plan**

- 1) The PMNC will prepare a Sustainable/ Low- Carbon master system integration plan, which will highlight the key tasks activities that will be completed in system integration stage. For preparation of sustainability plan, PMNC shall coordinate with NPICDCL for

sustainable development of IMC RAJPURA Region. For sustainable strategies, PMNC shall develop a detailed integration and operations plan around specific system integration designs within the stipulated time frame. All the infrastructure and utilities should be sustainable in terms of utilization of water, usage of energy, generation and re-use of waste and the sustainable master system integration plan should provide steps for continuous improvement in efficiency and monitoring of the same.

#### **E. 3D-Model driven approach**

- 1) Adoption/Implementation of computer based 3D-model driven approach for the detailed planning, design, engineering, construction, and operation of the AKIC nodes on the basis of plan presented at the end of 4 months from project start date; and Detailed specifications, contracting provisions, technical and financial conditions and other guidelines for inclusion in the document for procurement of detailed design and engineering works of the AKIC nodes using computer based 3D-model driven approach for their detailed planning, design, engineering, construction, and operation. This includes providing an aggregate dynamic 3D intelligent information model for the nodes with 3D building models, 3D civil infrastructures, 3D models for rail, roads, and underground and aboveground utilities systems. This is to be further strengthened at the procurement document level for individual infrastructure project, but the guiding principles is to be defined along with the validation study.

#### **Task-3: ICT Master Plan for IMC RAJPURA and ICT Master System Integration (MSI) Plan**

- 1) The PMNC will prepare an ICT Master Plan for entire IMC RAJPURA and Master System Integration (MSI) Plan which will highlight the key tasks and activities that will be completed in the System Integration stage.
- 2) At first, PMNC will prepare ICT Master plan and present the same to client for approval. Based on the ICT master plan, the PMNC will develop a detailed integration and operations plan around specific system integration designs. This plan will act as the baseline control document for the System Integration of entire project.
- 3) The draft ICT MSI plan shall be submitted by the PMNC as per the timelines prescribed in the Clause 6.6 of the Special Conditions of Contract. The final ICT Master System Integration Plan will be completed after getting review comments from Client.

#### **Task-4: Architectural Design for ICCC-cum-Administrative Building Complex and Entry Gate Structures**

- 1) Integrated Command and Control Centre cum Administrative Building is proposed to be developed in .The building is to be designed considering long-term requirements of IMC RAJPURA and executed through EPC tender.

PMNC to work with CEPT, who has been appointed by NICDC in review and development of Design Basis along with development of the procurement documents for the Architect for ICCC- Cum-Administrative Building Complex and Entry Gates

- 2) The ICCC-cum-Administrative Building Complex is estimated to be developed with a built-up area of about 3000 sqm to include Integrated Control and Command Centre, Data Centre, Conference Halls, Meeting Rooms, Server Rooms, Administrative Office (s), Waiting Room, Cafeteria/ Pantry, Toilets etc. along with Reception/ Lobby Area, Lifts and Staircase in a single or multiple buildings as per the design brief agreed with Client.

#### **A. The details of architectural services for designing and tendering the development of ICCC-cum-Administrative Building Complex in IMC RAJPURA would comprise of:**

- Preparation of design brief as per instructions from Client
- Site Assessment and impact of existing and/or proposed development on its immediate environs
- Campus planning and building design including site development along with 3D views.
- Structural design
- Sanitary, plumbing, drainage, water supply and sewerage design
- Electrical, electronic, communication systems and design
- Heating, ventilation, and air conditioning design (HVAC) and other mechanical systems
- Elevators, escalators, etc.
- Fire detection, Fire protection and Security systems etc.
- Campus Landscaping and design elements including Gate(s), external lighting, boundary wall, circulation, lawns, signages. boards etc.
- Interior Designing including furnishing for the building
- Parking Area Design
- Specifications and BoQs for tendering
- Periodic inspection and evaluation of Construction works.

**B. The Architectural Services are further detailed out hereunder for various stages of work:**

**1) Stage-1: Concept Design:**

- 1) Prepare a design brief based on the assessment of site constraints & potential and the requirements of the building ascertained in discussion with client.
- 2) Carry out the detailed survey and soil investigation of the project location of the proposed building for proper foundation design and stability analysis. Testing of the geotechnical parameter should be carried out in a specialized laboratory.
- 3) Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the existing and/or proposed development on its immediate environs.
- 4) Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis. The concept of Architectural Planning must be in at least two alternatives along with 3-D views of the architectural alternatives for helping Client in the selection process of alternative.

**2) Stage-2: Preliminary Design and Drawings**

- 1) Modify the conceptual designs incorporating required changes and prepare the preliminary drawings, sketches, study model, 3D views etc., for the Client's approval along with preliminary estimate of cost on area basis.

**3) Stage-3: Drawings for Client's/ Statutory Approvals**

- 1) Prepare drawings necessary for statutory approvals and ensure compliance with codes, standards, and legislation, as applicable and assist client in obtaining the statutory approvals thereof, if required. These would include Architectural drawings, structural drawings, Electrical drawings, plumbing/services, HVAC, Firefighting, connectivity to external services and any other drawing as may be required for approval and implementation purposes.
- 2) The Consultant will prepare all the Drawings with Green Building concept as per the Byelaws of the Authority for obtaining necessary permission. The Permission will be applied for by the Client based on the document and drawings prepared by the Consultant. The Consultant shall assist the Client in all aspects in this regard. The Charges payable to the Authority will be borne by the Client.
- 3) Preparation of designs, drawings and documents pertaining to connection to external utility services and campus design including landscaping, horticulture, arboriculture, paths, boundary walls and any other specialized extra services as per project requirements suitable for construction and

release to site including getting necessary approvals from client, wherever required.

- 4) The Consultant will prepare all drawings and documents to apply for Green Building Certification from GRIHA/ IGBC and as per norms and standards prescribed by GRIHA/ IGBC. The Certification and application fees payable to GRIHA/ IGBC for this purpose will be borne the Client.

#### **4) Stage-4: Working Drawings and Tender Documents**

- 1) Prepare working drawings, specifications, and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.

#### **5) Stage-5: Assistance during Tendering**

- 1) PMNC shall assist client in appointment of EPC contractor for Building works in form of preparation of necessary technical documents for uploading <https://eproc.Punjab.gov.in/> , attending pre-bid meeting, providing responses to pre-bid queries, evaluations of bids, and any other matter required by client for appointment of EPC contractor.

#### **6) Stage-6: Construction Stage**

- 1) Prepare and issue working drawings and details for proper execution of works during construction.
- 2) Approve samples of various elements and components.
- 3) Check and approve drawings submitted by the contractor/ vendors.
- 4) Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the Client informed and render advice on actions, if required.
- 5) Issue Certificate of Virtual Completion of works.

#### **7) Stage-7: Completion**

- 1) Prepare and submit completion reports and drawings for the project as required and assist the Client in obtaining "Completion/ Occupancy

Certificate" from statutory authorities, wherever required.

- 2) Issue two sets of as built drawings including services and structures.

**Task-5: Detailed Landscape Design for Green belts, parks and open spaces within and tender documents for execution of works**

- 1) Landscape design play an important role in integrating all the land uses, to the entire development through various types of Visual experiences and Landscape elements. A well-implemented landscape design is a fundamental component of good infrastructure design. It can contribute to the character of an area, help integrate the road with the surrounding environment, and become a valuable ecological asset. The rigid structure of industrial zones is balanced by the integration of landscape for the place to be livable. The objective of the landscape design is to preserve and enhance the existing natural terrain while integrating the open space to the built form for people to access these spaces better. The site area consists of water reservoir and the streams, which will be conserved and integrated into functional Landscape. PMNC to develop the design brief along with development of the procurement documents for the Architect for Landscape design as defined under the Contract
- 2) PMNC will carry out detailed landscape design and planning works for green belts, parks, and open spaces falling within IMC RAJPURA. The detailed landscape design shall include but not limited:
  - Open Space Design – Hard & Soft Areas
  - Landscape Structures & Features
  - Illumination Design (including light fixtures, light poles etc.)
  - Water Bodies, Irrigation System, Surface Drainage & Water Management (Rainwater Harvesting)
  - Signage & Graphic Design and Artefacts/ Sculpture (Local Architecture elements)
  - Pedestrian Pathways
  - Kiosks & Recreation Area
  - Street Furniture (including Garbage Bins)
  - Design for planting trees, shrubs, ground cover plants & grass areas to fulfil environmental, aesthetic, and functional requirements.
  - Bill of Quantities, material specifications, tender drawings, and documents and Good for construction drawings.

**PMNC is expected to design and plan the detailed landscape plan through following stages:**

**1) Stage-1: Preparation of Concept Design and its approval**

- 1) PMNC shall prepare the concept landscape plan with overall space planning in the form of plans, drawings, sketches, models, or combination thereof, whichever is appropriate to communicate the Concept, and submit the same to Client for approval.

**2) Stage-2: Preparation of Preliminary Design & Drawings**

- 1) PMNC shall carryout modification to conceptual landscape design incorporating the suggestions/ changes as advised by Client and prepare preliminary drawings for approval by Client.
- 2) Preparation of Rough Cost Estimates on the basis of preliminary drawings for approval by the Client.

**3) Stage-3: Preparation of Working Drawings & Tender Documents At this stage, PMNC will take up:**

- 1) Preparation of detailed tender drawings which shall include drawings for the scope of services mentioned at above.
- 2) Preparation of detailed specifications and schedule of quantities/Bill of Quantities (BOQ), supported with measurement sheets.
- 3) Preparation of detailed estimates of Cost (based on Punjab Schedule of Rates/Market rates).
- 4) Preparation of analysis of rates for all Non-SOR items taken in the estimate.
- 5) Preparation of Tender drawings and Documents.
- 6) PMNC shall get the tender document approved by client for the purpose of appointment of contractor.

**4) Stage-4: Appointment of Contractor for Landscaping works**

- 1) PMNC shall assist client in appointment of contractor for landscaping works in form of preparation of necessary technical documents for uploading <https://eproc.Punjab.gov.in/>, attending pre-bid meeting, providing responses

to pre-bid queries, evaluations of bids, and any other matter required by client for appointment of contractor.

#### **5) Stage-5: Implementation Stage**

- 1) At construction stage, PMNC shall prepare and issue working drawings and details for proper execution of works and render advice on the suitability of various samples of materials, if required. PMNC shall visit site of work at regular intervals for clarification of drawings/decisions, supervision, verification of quality of the work.

#### **Task-6: Appointment of EPC Contractor(s)**

- 1) PMNC will be required to assist the Client on a host of technical, permissions and approval areas. This will include selection of EPC contractors for various works envisaged to be taken up but not limited to the following:
  - Appointment of EPC Contractor for Infrastructure works and packages
  - Appointment of EPC Contractor for ICCC-cum-Administrative Building
  - Appointment of Contractor for Landscape works
  - Appointment of ICT Master Integrator
  - Appointment of Contractor for any other items as may be required for and decided by the client
  - Some of the above activities could be clubbed into a single tender as per the decision of the NPICDCL. The implementation stage for these tenders would be in the first and subsequent years.

#### **Task-7: Technical Assistance**

- 1) PMNC will be required to assist the Client on a host of technical, permissions and approval areas. These may include but not limited to items such as preparing the procurement strategy for selection & appointment of the various consultants required for project development activities and contractors for implementation of projects, EoIs and RFPs, assist the Client in the review, assessment and selection of various consultants, EPC contractors, assisting the permissions and approval process, amendments in EIA clearances, notification of the development scheme under the provisions of Punjab SIR Act based on IMC RAJPURA Master Plan prepared by the Master planning consultant, revalidating/ preparing techno-economic feasibility studies/ detailed project report and transaction advisory services for MMLH, solar park, bulk sale of land for agro cluster etc., assistance in securing necessary

approvals/ permissions from government agencies/ department, coordination with various government agencies/ departments, assistance in preparing database of the land acquired/ being acquired for subsequent phases of the project including MMLH, facilitate in ensuring encumbrance free land is made available in timebound manner to the EPC contractor, assistance in establishing Fire Station, assistance in updation of cost estimates for subsequent Phases as per the requirements and assisting in the review and recommendations for early bird projects and funding assistance.

- 2) The PMNC will also need to coordinate and review the work of consultants already appointed and/or to be appointed by the Client. The PMNC shall also be responsible for preparation of all documents on behalf of NPICDCL related to seeking approvals for specific projects from the NICDC Implementation Trust Fund and other Central/ State Government bodies. The list of deliverables and associated timelines are provided in Clause 6.6 of the Special Conditions of Contract. It may be noted that due to the multidisciplinary nature of the Assignment and dependencies on other agencies and consultants, the timing of the deliverables may vary depending on the requirements of the Client.

## **2.3 GENERAL PROGRAMME MANAGEMENT - SCOPE OF SERVICES (OVER 3 YEARS)**

### **2.3.1 Organization and Governance**

#### **A. The PMNC will:**

- 1) Map the processes required for project development and project implementation and establish processes for issue resolution and decision-making at the Programme level and define how roles and responsibilities will interface across government ministries/departments, Client, Nodal Agencies and PMNC.
- 2) Prepare a consolidated Programme Governance document that consists of all plans, controls, Programmes, manuals, systems, guidelines, and strategies.
- 3) Identify the various stakeholders, individual project bidders and elements such as projects, contracts, and services, required to deliver the Programme together with their interface relationships.

### 2.3.2 Programme Controls

- 1) Programme controls enable proper planning, scheduling, budgeting, and measurement of performance, and help ensure the successful delivery of the Programme. The PMNC shall deploy a Programme controls system (IT Management) to provide integrated processes, methods, procedures, in an automated software Programme that effectively develops, manages, and reports on the Programme schedule and cost baselines as defined by the work breakdown structure (WBS).
- 2) To ensure successful implementation and execution of the Client's Programme, the PMNC will develop and implement a comprehensive process for guiding, developing, planning, and managing overall Programme delivery. The following activity areas are the primary components of a comprehensive Programme Controls function:
  - Schedule Management
  - Cost Management / Earned Value Management
  - Document Control
  - Risk management
  - Scope and Change Management
  - Performance Measurement
  - Schedule Management

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

- 1) Maintain the Programme Master Schedule at various levels of detail for management reporting
- 2) Ensure that changes to baseline schedules only occur through adequate change management processes
- 3) Ensure that Contractors include sufficient and meaningful deliverables and milestones, and communicate any proposed updates to the schedules
- 4) Ensure the Contractors schedules identify highlights and communicate decision points and any other Programme obligations at all stages of the Programme
- 5) Ensure that contractor's baseline their schedules and apply appropriate change management processes to any baseline changes
- 6) Monitor and report on the perceived viability of the Contractor schedule based on realistic assessments of schedule risks; prepare alternatives to correct or avoid schedule variances
- 7) Identify perceived issues with contractor planning and scheduling processes

### **2.3.3 Cost Management and Earned Value Management**

#### **A. For Cost Management (Estimating), the PMNC will:**

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

#### **B. For Earned Value Management, the PMNC will:**

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

### **2.3.4 Document Control**

#### **A. The PMNC will:**

- 1) Implement an electronic document management system to safeguard related
- 2) documents for future reference for the Programme.
- 3) Develop and implement policies, processes, procedures and systems for the collection, storage, protection, and dissemination of all Programme documentation.

- 4) Create a document control and filing system procedure that takes into account all parties involved.
- 5) Train existing, new and future Programme staff and set-up procedures for departments to receive, record, file, retrieve, duplicate, store and issue documents.
- 6) Compile and manage the repository to include Programme standards, policies, procedures, plans, specifications, schedule, acceptance certificates, transmittal letters, meeting minutes and reports, and any other information relevant to the Programme.

### **2.3.5 Risk Management**

#### **A. The PMNC will:**

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

### **2.3.6 Scope and Change Management**

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

- 1) Create and implement an internal Change Management Plan, Change Log, and associated governance processes
- 2) Develop, review and update a change management system and procedures that capture complete, accurate and consistent baseline documents, and ensure changes in design and construction and any other change are controlled in accordance with the contract documents and/or Programme controls procedures.
- 3) Establish the procedures for changes to Programme criteria to create uniformity of application across all existing contracts of the Programme and the projects for design details, material approvals and other related items.
- 4) Assess any change request in terms of the impact on time, cost and quality and recommend mitigation and management strategies.
- 5) Monitor changes and potential changes across the Programme against the contractual and scope baselines
- 6) Monitor the processing of changes which require contractual variations
- 7) Evaluate financial implications of changes to contracts that are determined as necessary to implement
- 8) Advise Client on matters affecting the project budget, provide timely updates that reflect funds received, funds obligated through contract awards and approved change orders, and projected obligations

### **2.3.7 Performance Measurement**

**B. The PMNC will:**

- 1) Develop a web-based reporting platform that will provide "real time" information and be customized to facilitate communication between Client and various stakeholders including contractors, suppliers and other consultants

- 2) Collect, analyze, track, monitor, and separately report the Programme cost, schedule, and budget information on an agreed basis. The report should include all encumbrances, commitments, and actual expenditures and develop earned value, trends, forecasts, and variance information. In addition, the PMNC shall conduct Programme progress review meetings and other related meetings.
- 3) Prepare and submit monthly progress reports to Client within mutually agreed timeframe and format
- 4) Participate in regular Programme progress review meetings, and other Programme performance-related meetings as appropriate, and follow up on corrective/control measures where required
- 5) Assist Client in preparing its periodic Programme status reports to issue to higher authorities and/or other relevant stakeholders

### **2.3.8 Interface Management**

**The PMNC will:**

- 1) Develop an Interface Management Process/System to track interface between investment regions/ nodes
- 2) Coordinate with the Client regarding interface issues
- 3) Manage external interfaces with major stakeholders

### **2.3.9 Stakeholder Management**

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

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

### **2.3.10 Communications**

As the authority charged with overseeing the corridor, the Client will likely maintain responsibility for the public-facing communications responsibilities. However, to facilitate the Client's effective management of its communications Programme, the PMNC will develop a Programme Communication Plan which addresses the following elements:

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

### **2.3.11 Delivery Systems**

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

The delivery systems functional area is composed of the following:

- Planning
- Site control/mapping
- Design and Programme management
- Permissions and approvals
- Procurement & supply chain management
- Site logistics
- Construction management
- Commissioning
- Activation
- Operations and maintenance

### **2.3.12 Planning**

The PMNC will review the Development Plan for IMC RAJPURA Investment Region and provide input in the following key areas and as part of the validation study:

- 1) Land use and mix
  - 2) Transportation
  - 3) Density planning
  - 4) Project phasing
  - 5) Utility capacity such as for water and wastewater facilities
  - 6) Water, waste, and power strategy and planning incorporating sustainability and smart city concepts
  - 7) Operations and Maintenance
- 1) The PMNC, working with the Client and its various consultants will develop a definitive project phasing plan while the same time ensuring that future phases of the Industrial Area are coordinated with the long-term intent. In performing the planning task, PMNC will:
- 1) Develop/Review detailed zonal plans of the approved Development Plan for Project Area and the applicable town planning scheme in coordination with Client, state level agencies and other stakeholders (including any consultants appointed by Client or state agencies on aspects related to the project)
  - 2) Review rules and regulations for implementation of the Development Plan
  - 3) Prepare the project phasing plan and assist the Client to obtain approvals from Government Agencies / Implementation Authority and / or other relevant authorities both at the central and state level

- 4) Coordinate relevant activities including environmental clearances for implementation of Development Plan projects

### **2.3.13 Site Control / Mapping**

This function describes and guides the activities needed to measure and communicate spatial data in relation to the Earth's surface and relate it to Programme site(s). The PMNC will coordinate with consultants appointed by Client or State Government agencies for the demarcation of the land based on the actual land availability. If required, the PMNC may also assist Client in hiring specialty surveyors. The fee for 3rd party surveyors will be borne by the Client.

- 1) Under the guidance and oversight of the PMNC, the surveyor will:
  - 1) Provide a system to coordinate site control and mapping information across the entire scope and lifecycle of the Programme.
  - 2) Provide the standards, means and methods for site control and mapping to ensure consistency among the projects.
  - 3) Identify stakeholder requirements: internal, external, short-term, long-term, each having different requirements on level of accuracy and data content for their specific purpose (planning and studies vs. construction)
  - 4) Devise and maintain a horizontal and vertical control system required to construct and minimize the possibility of positional errors. Determine GPS survey control (primary, secondary, and tertiary) network availability, digital terrain model, topographic survey, 3-dimentional modelling needs.
  - 5) Determine the appropriate techniques, equipment and materials which can achieve the accuracies and standards required and which correspond with current best practices to be used.
  - 6) Additional data types may need to be collected and thus coordinated and planned carefully, i.e., aerial photography, hydro graphic survey, field survey, plan metric control, permanent ground markers to name a few. Consider how this information will be communicated and distributed and what existing information might be affected.

### **2.3.14 Design and Programme Management**

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

- 1) Design Standards: The PMNC shall create a set of design guidelines and standards that will form a coherent brand and identity for the Client. These guidelines and standards will establish not only the quality of the Client proposition but create buying opportunities through driving value in supply chain and procurement activities through advance and bulk purchasing
- 2) Design & Programme Oversight

**B. The PMNC will be responsible for:**

- 1) Preparation of detailed project briefs and managing the appointment of appropriate consultants, with the approval of Client for pre-feasibility / feasibility studies / engineering studies.
- 2) Preparation of design briefs for EPC / Design Build contractors or concessionaires
- 3) Ensuring that the ICT related functional specifications are incorporated in the design briefs for identified services
- 4) Review and update of design basis, criteria and standards to fit Programme requirements and concepts
- 5) Reviewing the constructability of the proposed designs
- 6) Reviewing the constructability and value engineering ideas put forward in order to accomplish time or cost savings
- 7) Ensuring that all value engineering efforts consider the impact on ICT and ICT- enabled services in order to be in alignment with the Smart IMC RAJPURA Investment Region vision
- 8) Carry out reviews were dictated by process or regulatory requirements subject to the approval of the Client

- 9) Proof checking of the designs of structures
- 10) If required, the PMNC shall get engineering designs checked and approved from agencies (IIT/NIT) such if requested by NPICDCL. The expenditure related to this shall be reimbursed to the PMNC by the Client.
- 11) Provide design coordination between project related consultants, state government agencies, and all relevant stakeholders involved in the Programme
- 12) Coordinate design and design issues between contractors at interface points to ensure alignment of systems and schedules
- 13) Oversee the work of all bidders, contractors, vendors, suppliers and assist in coordination and conflict resolution
- 14) Monitor the design schedule and manage any changes or delays
- 15) Initiate and conduct all design value engineering workshops throughout the design process
- 16) Implement a “Gate Review Process” to ensure control of quality, cost, and schedule
- 17) Ensure minimum cost and time overrun to the project

### **2.3.15 Permissions and Approvals**

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

:

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

approvals required.

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

## **2.4 PROCUREMENT and Supply Chain Management**

### **2.4.1 Procurement**

**The PMNC will:**

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

### **2.4.2 Supply Chain Management**

**The PMNC will:**

- 1) Undertake a supply chain analysis and recommendation by incorporating

input from PMs, bidders, contractors and suppliers.

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

### **2.4.3 Tendering Administration**

#### **The PMNC will:**

- 1) Develop Programme-wide tender evaluation and selection criteria.
- 2) Create, administer, or assist as required in the tendering and contract negotiations/award for the contracts required for the successful delivery and operation of the Program.
- 3) Create, review, monitor, evaluate and report on the procurement and tendering packages.
- 4) For each project, oversee the development of the activities undertaken by the

PM that are associated with the preparation of all invitation to tender packages as may be required during the project implementation from expression of interest to tender and tender bulletins.

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

#### **2.4.4 Site Logistics**

##### **The PMNC will:**

- 1) Develop, review, and update a global logistics plan that will consolidate the Programme infrastructure logistics plans.
- 2) Analyse the local and regional conditions to determine supply and demand requirements given the schedule and mix of projects, materials and equipment, staff, and specialty contractors. Provide recommendations to offset any issues identified.
- 3) Develop, review and update traffic and construction access management plans as soon as the intended locations and routings are defined.
- 4) Jointly with the procurement schedule and the PMs/ Client determine individual integrated logistics plans for each of the projects, including lay down space, storage areas for equipment and materials, access, and haul routes, borrow pits, excess material and waste disposal, fabrication yards, personnel access and parking, all should be addressed and resolved before tendering.

## 2.5 Construction Management

- A. The PMNC will be responsible for all activities related to construction management, construction monitoring and role of Independent Engineer for the various projects in IMC RAJPURA. This shall include but not be limited to the following activities:
- 1) Overall supervision and monitoring of construction of identified infrastructure components by contractors.
  - 2) Management of site infrastructure
  - 3) Work scope coordination
  - 4) Workforce management
  - 5) Document management practices
  - 6) Schedule and progress management
  - 7) Material management process
  - 8) Financial management
- B. Review and recommend for approval, the comprehensive Programme provided by the appointed contractors for the specific infrastructure project, for acceptance tests, which meets the provisions under applicable contracts, in all respects, but not limited to specified technical and performance requirements. The system of test checks for the Requests for Inspection issued by the Contractor(s) will be specified by the PMNC.
- 1) The PMNC shall be responsible for the complete administration and management of the construction contracts and coordination with other contracting agencies, State Government and Central Government agencies, local authorities etc.
  - 2) Responsible for ensuring quality control of works at the various project sites. In addition, the PMNC shall provide regular reports, as per schedules agreed with NPICDCL. The contents of the reports shall include maintaining necessary site records with data in support of the same, details of field tests on materials and structures, obtaining necessary approvals thereon and maintaining adequate records, certifications of bills for payments to contractors including recommendation of extension applications, extra items, variation statements, quality control checks for final bills etc. in the formats agreed with NPICDCL.

- 3) Monitor and review of construction progress and the development generally and reporting to Client on a monthly basis including monthly progress reports. The monthly progress reports shall include but not be limited to, review of submissions by contractors, technical memoranda, details of meetings and decisions taken, detailed compliance reports for each activity, status of clearances, progress schedule, reason for any delays along with any recommendations etc.
- 4) Guide and coordinating the contractor's performance in the discharge of their duties and obligations as required by the terms of the works contracts
- 5) Carry out the role of an Independent Engineer including:
  - 1.6.7.1 review of design documents
  - 1.6.7.2 monitoring site availability, land acquisitions and permits
  - 1.6.7.3 review of construction Programme
  - 1.6.7.4 control of construction quality
  - 1.6.7.5 determine extensions of time / compensation / relief from penalties
  - 1.6.7.6 Assessing achievement of satisfactory delivery milestones by contractors, completion of all testing & commissioning tests for various works and issue completion certificates as required
  - 1.6.7.7 Review contractor progress, identify risks to completion within agreed timelines and suggest mitigation measures
  - 1.6.7.8 Certify final amounts due under the construction contracts
  - 1.6.7.9 Review as-built drawings, other technical and design information and completion records
  - 1.6.7.10 Auditing operations and maintenance
- 1) Provide advice, as may be necessary, in respect of any steps which are prudent to be taken in relation to the main contractor and contractors; and take such action as Client may direct
- 2) Where required by Client, review and integrate with the work of the contractors, any work forming part of the development to be executed by other party consultants and entities

- 3) Review the flow of information during the progress of the projects and require that the consultants check and approve in a timely manner all drawings, documents and information submitted by contractors under the works contracts
- 4) Make recommendations in respect of any actions to be taken in relation to such processes
- 5) Provide such information as Client may require in connection with proposed modifications or revisions
- 6) Review the procedures proposed by the consultants for issuing sectional and practical completion certificates under the works contracts
- 7) Co-ordinate the consultants in undertaking defects inspections in connection with the completion of defective and/or outstanding items
- 8) Monitor and approve testing and deployment of proof of concepts/ early-bird projects.
- 9) The PMNC shall collect and deliver to NPICDCL, any specific written warranties or guarantees given by others, including all required trade contractor guarantees and warranties.
- 10) Overall responsibility for coordination between various state and central agencies including assistance to Client for obtaining permissions required for construction

## **2.6 Statutory Requirements**

Ensure that statutory undertakers provide all necessary services in a timely manner and take all reasonable steps to mitigate the effects of any non-performance of the statutory undertakers and keep Client advised of such steps

### **2.6.1 Quality Assurance**

- 1) Review of Good for Construction drawings provided by contractors before construction and recommendations on the same.
- 2) Review with the consultants and main contractors, the establishment and enforcement by the main contractors of suitable safety, quality assurance and industrial relations policies for the specific site and where applicable ensure compliance with industry's standards, processes, and procedures.

- 3) Oversee the work of independent 3rd party reviewers with respect to value engineering and quality control checks at various milestones. The PMNC shall be overall responsible for overseeing the work and informing NPICDCL in a timely and appropriate manner regarding progress and any issues encountered.

#### **2.6.2 Budget**

- 1) Review technical and commercial proposal of the consultants and help the client in the deciding the budgets for the same.

#### **2.6.3 Site attendance and meetings**

- 1) Ensure that the Construction management/Independent Engineers are managing the resident site staff to provide inspections of the contractor's works on site
- 2) Ensure that the Construction management/Independent Engineers are attending site progress meetings and ensuring that representatives of the Client are invited to the same; arranging for the preparation and circulation of minutes of such meetings, as appropriate
- 3) Manage the consultants and the main contractor in resolving any specific queries and disputes on the site
- 4) Ensure that consultants make visits, as necessary, to the premises of the contractors and their sub-contractors and suppliers in order to review progress and quality of goods being manufactured off-site

#### **2.6.4 Alignment with Programme**

- 1) Review progress against the Programme for the development and taking steps to avoid or reduce any delay to any Programme for the development
- 2) Payment certificates
- 3) The PMNC shall examine and certify the release of payments to the contractors/ consultants in accordance with the provisions of the respective contracts executed with the contractors / consultants, the work carried out and actual verification of the bills / invoices and will recommend the same to Client for release of payments. The payments to the respective contractors / consultants will be released by Client based on the recommendation of the PMNC.

## **2.7 Commissioning**

### **The PMNC will:**

- 1) Manage the testing and commissioning process
- 2) Assist the client who will manage the statutory approvals
- 3) Manage the implementation by the consultants and contractors of any handover regime agreed with incoming operators
- 4) Prepare and manage the preliminary and final punch lists
- 5) Oversee issuing of the preliminary / substantial completion certificates and the final certificate of completion (taking over certificate)
- 6) Get prepared the maintenance manuals for all the buildings and services related to the infrastructure components. The PMNC shall also prepare appropriate procedures for rectification of defects during the defect liability period and for final inspections for the works at the end of the defect liability period. The PMNC shall be responsible for the management, compilation, and delivery to Client of the Operations & Maintenance (O&M) Manuals, in the agreed format.
- 7) Preparation and delivery to the Client, as-built drawings, in the agreed formats. The PMNC shall approve the “As Built” drawings prepared by the Contractor(s), at an appropriate scale, indicating the details of the buildings, structures, and services, duly authenticated, and submit 8 sets of built/ completion drawings to NPICDCL, including the originals of the completed drawings. The PMNC shall also get the contractors to submit two sets of soft copies of all the built / completion drawings and two sets of drawings on reproducible paper for the works executed to NPICDCL.
- 8) Handover the commissioned assets to NPICDCL or property manager assigned by Client, along with the necessary documentation, in pre-determined phases and promptly attend to any defects / deficiencies noticed in the completed works within the scope of work of execution, by the above referred agency taking over the commissioned assets, without any demur.
- 9) Monitor and manage the consultants and contractors to ensure that defects are addressed diligently before handover and during the defect’s liability period (12 months).
- 10) Carry out verification by taking and recording joint measurements of the final

bills to be submitted by the Contractor(s), process, certify and recommend as per the terms and conditions for release of final payments by NPICDCL. The PMNC shall also attend to observations / queries raised while processing the same for payments by NPICDCL.

## **2.8 Activation**

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

## **2.9 Operation and Maintenance**

- 1) The PMNC will assist in the development and implementation of an Urban Services Operations and Management model that will provide the Client with the most efficient, effective, and economical means of providing required services to their citizens and businesses, as well as to best protect and maintain the assets. The PMNC shall be responsible for providing Client, the Operation & Maintenance (O&M) manuals for all the assets developed during the Programme. The PMNC shall also develop a detailed Asset Management Strategy applicable for a period of 5-10 years for all the assets developed during the Programme.
- 2) The PMNC will assist the Client in designing governance architecture by bringing in lessons learned from best practices from around the world (e.g., city governance under the municipality act versus done privately, city to be headed by a private vs government professional city manager etc.).
- 3) PMNC is expected to ensure that the Urban Services Operations and Management model incorporates the most efficient methodology to offer and

manage ICT and ICT- enabled services in line with smart city best practices.

## **2.10 Technology Management**

**The PMNC will:**

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

## **2.11 Contract Management**

The PMNC will manage and coordinate all delivery related Contracts for IMC RAJPURA Investment Region on behalf of Client. In this role, the PMNC will:

- 1) Contract dispute resolution
- 2) Perform overall assessment and reporting of Programme Anticipated Final Cost (AFC)
- 3) Manage authority delegations and reporting
- 4) Provide contractual and commercial advice and support project managers
- 5) Manage compliance with contract administration standards, procedures and tools
- 6) Contract management will be fundamental to the management of the Programme.
- 7) Develop the appropriate mix of contract packages for each type of contract/project/facility.
- 8) Evaluate contract packaging against the capacity and capabilities of the potential contractors as well as any special contract requirements that might dictate recommendations to modify contracts.
- 9) Develop the procurement and contracting strategy for the delivery of the

various projects within the Programme.

- 10) The PMNC shall undertake contract administration and management for all project related consultants, bidders, contractors and suppliers at Programme level on behalf of Client;
- 11) The contract management system shall give visibility to the management in the following areas: changes, invoicing, claims, valuations and payments, notices, early warnings, approvals, compliances, breaches, terminations, extensions, entitlements, disputes and reconciliations, insurances, warranties, collaterals, securities and bonds;
- 12) Alert the Client of any actual, perceived or expected departure from contractual requirements and prepare analysis of potential issues, resolution options and related recommendations;
- 13) Assess any potential changes or change requests in terms of their impact on the contract, impact on the Programme, and any potential contract variations required;
- 14) Monitor Programme schedules and plans for compliance with the contract, and advise on the impact of any non-compliance;
- 15) Proactively supervise all aspects of project contracts within the program including, but not limited to: monitoring contract compliance, terms and conditions, supervising and reviewing overall performance of service level agreements, managing receipt and documentation of change requests and coordinate the review process by appropriate program stakeholders, ensure that contract related changes / variations are communicated to appropriate stakeholders, delivery of contract deliverables, payment procedures and management reporting (look at options to break this up);
- 16) Develop a claims management process that includes evaluation of responsibility, impact, and costs and includes a dispute resolution process;
- 17) Create documentation that may be required for claims defence;
- 18) Set construction contract terms and conditions, to ensure that the contractors' understanding is in line with Client's vision and objectives;
- 19) Review and evaluate regularly the status of all existing bidders and construction contracts;

- 20) Perform reviews of the PMs, bidders, contractors and suppliers deliverables to ensure contract compliance and performance.

## **2.12 Finance and Investment Management**

### **2.12.1 Finance Management**

#### **The PMNC will:**

- 1) Develop and implement adequate processes for financial management of the Programme. This includes but is not limited to: cost estimating and cost control processes, payment approval processes, preparation and presentation of the Programme's budgets, and the supervision of data gathering, and financial planning work associated with the Programme
- 2) Create a costing structure that is compatible with the existing Client's system (if any) in order to allocate the cost of each element of the Programme and its projects
- 3) Monitor and control of the Programme/project cash flow periodically (monthly, quarterly, and yearly)
- 4) Develop a code of accounting based on the WBS for each individual project
- 5) Ensure that the system shall take into consideration Client corporate requirements and shall be able to accept inputs from varieties of sources.
- 6) Develop a system capable of providing commitments, expenditures, and forecasts reporting
- 7) Manage the final account process, retention and advance payment recoupment, repayments, deductions, write-offs and keep track of any all variations.
- 8) Receive and review invoices for completeness and accuracy. Following the review, process invoices for PMs, bidders, contractors, suppliers, and vendors and submit monthly together with the progress reporting data used in the budget control activities described above
- 9) Evaluate and forward all documents to Client together with a written recommendation for payment processing in accordance with Client internal processes
- 10) Prepare and submit monthly financial reports in a format to be agreed with Client together with all supporting documentation

- 11) Establish an experienced and thorough commercial group to assess invoices and variations
- 12) Integrate the financial MIS developed with the Client MIS

### **2.12.2 City financing strategy including city financial model**

#### **The PMNC will develop:**

- 1) Detailed financial model to project the following components of the city financials over the specified duration e.g., 10 to 50 years (overall city as well as by asset class): GDP, job creation, tax revenues, capital expenditure, investment mix- private vs. public / equity vs. debt, yearly cash flows etc.
- 2) Land monetization strategy based on population/demographic growth forecast, including optimal real estate asset class (e.g., mass v/s premium, residential vs. commercial), FSI/zoning norms, auctioning strategy and sequencing strategy for monetizing land parcels to maximize recovery
- 3) Overall guidelines to help client identify potential sources of finance through identification of the types of investors, typical characteristics, preferences and risk return profiles
- 4) Identify attractive financial instruments (e.g., equity bonds, refinancing options) and risk mitigation mechanisms (credit guarantees, debt underpinning, performance guarantees) to improve the overall risk-return profile of each asset class

### **2.12.3 Public Private Partnership (PPP) Management**

#### **The PMNC will:**

- 1) Develop and implement a strategy and plan for obtaining and managing Public Private Partnerships for the Programme.
- 2) The PMNC will investigate the statutory, legal, and financial aspects of the PPP delivery models available in India and develop screening and comparative financial models to assess the feasibility of delivering the base infrastructure projects using the PPP delivery approach. The PPP analysis must incorporate input for the key stakeholders e.g., NPICDCL, AKICDC, Government of India/ Government of Punjab, Planning commission etc.
- 3) For PPP projects being implemented by other agencies in Punjab which have an impact on the IMC RAJPURA Investment Region implementation, the PMNC will provide coordination and technical support

- 4) PMNC will assist the Client and PPP transaction advisory consultants in preparing PPP pitch documents for attracting investors/ operators and conducting investor outreach and communications
- 5) Shall assist Client in the tendering and selection of specialized PPP consultants, if required for transaction advisory and structuring
- 6) The PMNC will monitor and manage the work of the third-party PPP consultants so as to ensure seamless execution

## **2.13 Human Resources and Organizational Development**

### **2.13.1 Resource Management**

#### **The PMNC will:**

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

### **2.13.2 Organizational development**

#### **The PMNC will:**

- 1) Monitor the development and implementation of any plans to address changes required to the PMNC organization resulting from the delivery of the Programme
- 2) Ensure that any significant development of new business processes and procedures is adequately documented as part of the overall design process and ensure these are developed as part of a coherent and agreed Business Architecture
- 3) Monitor the development of any related policy changes, procedures, forms,

staffing, job descriptions, remuneration, organizational structure and responsibilities, training, checklists, development of new metrics / KPIS, customer services and implementation support

## **2.14 Information Technology (IT) Management**

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

- 1) Develop a detailed IT implementation schedule for the web-based Management Information System (MIS) proposed for the Programme, along with a description of any requirements for IT hardware & software proposed to be procured. This would be finalised based on the approval of Client as applicable.
- 2) Develop and implement a web-based MIS (including a dashboard) for the Programme and manage the system operation, including software licenses and hardware maintenance
- 3) Ensure that the information is kept up to date and knowledge is transmitted to the Programme team and to Client, State Nodal Agency, PMs, bidders, contractors, suppliers and stakeholders in a timely fashion using the web based tools
- 4) Develop and implement a MIS which will provide accurate and timely reports to Client/ in electronic and hard copy format
- 5) In consultation with Client, implement a suitable web-based Programme management information system (PMIS) and dashboard that will function as a platform for communications / collaboration, document storage and distribution, reporting, contract, and Programme management. The platform will be accessed and used by NPICDCL, its consultants, PMs, stakeholders, bidders, suppliers, and contractors. The software, servers and database shall be provided by the PMNC and can be located in the consultant's home office or the field PMO
- 6) The PMNC shall use the “provisional amounts shown in Form 4D (out of

pocket expenses) for hardware (e.g., servers) and software (e.g. scheduling, cost management, document management software licenses)

- 7) The PMNC shall use the “provisional” amounts shown in Form 4D for web hosting charges and software license costs for up to 20 users
- 8) Train Client/ State Nodal Agency staff in the utilization of the web-based system and ensure knowledge transfer across the teams on a continuous basis

#### **2.14.1 Programme Administration**

##### **The PMNC will:**

- 1) Monitor contractor progress on projects within the Programme
- 2) Implement a process improvement Programme
- 3) Provide and manage professional resources and support services. These services include:
- 4) Provide staff to perform regular project management functions of the projects
- 5) Define, build, and implement project management practices and support expansion and development of new project management practices.
- 6) Implement project management practices including processes, tools and templates for Project Mobilization, Status Reporting, Issue Management, Risk Management, Quality Management, Project Planning, Meeting Management, Project Closeout and Lessons Learned
- 7) Build and support a website for the New City in conjunction with the overall Client website
- 8) Maintain and provide documents for an internal Client website focused on project management manuals that define project management processes, standards, procedures, roles and responsibilities, tools, templates, and processes, and project information related to PMNC projects
- 9) Conduct weekly project management support meeting with contractors’ project managers focused on supporting the project management practices and the completion of the weekly status report
- 10) Maintain project plans for each project

- 11) Provide support and training in PMO processes, procedures, tools and templates to Client/ State Nodal Agency staff
- 12) Arrange and facilitate periodic coordination and review meetings with contractors and generate acceptance checklists
- 13) Oversee the implementation and completion of each stage and the successful achievement of project milestones
- 14) Provide consulting services in special technology areas as necessary and requested

#### **2.14.2 Programme Assurance Functions**

The Programme Assurance Functions include quality, health and safety, sustainability and environment, and security.

#### **2.14.3 Quality Assurance**

**The PMNC will:**

- 1) Establish the quality control frameworks and develop templates along with measures for ensuring quality control compliance
- 2) Establish a quality control plan and development Programme
- 3) Establish the quality assurance and control issues recorded
- 4) Establish the quality assurance inspection Programme
- 5) Oversee and manage the independent 3rd party consultants used for quality checks and value engineering

#### **2.15 Health and Safety**

**The PMNC will:**

- 6) Develop a Programme-wide strategic health and safety plan, as well as requirements for project-specific plans, to enable the standardization of health and safety practices and results across the Programme
- 7) Develop plans for the communication of requirements and assessment of performance against these
- 8) Develop and deliver basic and specified health and safety training across the Programme

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

## **2.16 Sustainability and Environment**

**The PMNC will:**

- 1) Develop and implement a framework that enables the Programme to define its sustainability and environment goals and strategy, as well as Programme- and project- level approaches and performance criteria to reach these goals
- 2) Monitor progress against these goals both at the project and Programme levels, and to communicate these results to the Client

## **2.17 Security**

The PMNC will develop and implement a risk/threat assessment process and security/asset protection strategy, processes, and plan which includes:

- 1) Crisis management response
- 2) Business continuity
- 3) Employee protection
- 4) Information security
- 5) Programme office
- 6) Facilities and job-site security

## **2.18 Capacity Building/ Knowledge Management**

The PMNC will:

- 1) Develop a Capacity Building strategy in conjunction with the Client that will anticipate employment needs during Programme implementation phase and when IMC RAJPURA Investment Region city services are established.
- 2) If required, the PMNC will identify gaps in the skills or capacity of the local staff, and work with government and private sector partners to respond to evolving employment needs by developing capacity and implementing specific

training required to facilitate successful delivery.

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

### **3 TEAM COMPOSITION**

**3.1** PMNC would be required to deploy to NPICDCL an appropriate team consisting of professionals as per the requirements mentioned in Clause 5 below.

**3.2** The broad expectations from the Personnel that would be proposed for the project are as follows:

- The Key Personnels (i.e., the “Core Team”) should have experts as detailed in Clause 5 below.
- The Consultant shall ensure that the appropriate team shall be deployed on an exclusive basis in order to ensure the required coordination with NPICDCL, and to complete the project or tasks assigned.
- 
- Any changes to the Core Team/ deployed personnel shall be subject to the restrictions outlined in the General Conditions of Contract
- 
- In case of replacement of personnel or deployment of additional manpower, if any, the decision of NPICDCL shall be final and binding.
- Consultant shall have no claim for additional costs arising out of or incidental to any removal and / or replacement of Personnel.

**3.3** Since an array of disciplines is required from time to time, the PMNC should propose a resource pool across disciplines, which may be approved by NPICDCL. Through the resource pool, the PMNC shall ensure access to services of its technical, commercial, financial, legal, contractual and other experts, as and when required enabling the Core Team to give all-inclusive comment / opinion on the queries / matters forwarded by NPICDCL.

**3.4** Consultant shall ensure that services of the Core Team are provided full time for the contractual period. Services of other technical, commercial, financial, contractual and legal

experts from the resource pool would normally be on call down basis. For resource pool, man days will be paid in accordance with the Clauses of General Conditions of Contract.

#### 4 MINIMUM REQUIRED EXPERIENCE AND EXPERTISE OF PROPOSED CORE TEAM AND RESOURCE POOL

##### 4.1.1 List of Minimum Key Personnel

S. No	Position	No.	Educational Background and Experience
1	Programme Director	1 No.	<ul style="list-style-type: none"> <li>• Master’s degree in civil engineering or Planning/ equivalent Preferably with active Registration with a relevant recognized international/ national professional association or institute or a Project Management Professional or similar certification from a relevant recognized international/national body or institution.</li> <li>• Minimum of 25 years progressively senior experience in all facets of infrastructure including planning, design, construction, and Programme management.</li> <li>• Experience in at least 1 Programmes in leadership capacity (Programme /project Director) of similar Experience (as defined in the eligibility criteria) during the last 10 years.</li> </ul> <p>Relevant documentation should be provided.</p>
2	Contract Expert	1 Nos.	<ul style="list-style-type: none"> <li>• Graduate in Civil Engineering / Contract Management or equivalent qualification from a reputed institute.</li> <li>• Minimum 15 years of experience working on large infrastructure projects with a strong experience and understanding cash flow, MIS, revenue assurance and land related matters.</li> <li>• Minimum 10 years of progressively responsible positions in procurement and contract / commercial management for Large Infrastructure programmes/projects on PPP and non-PPP basis.</li> <li>• Should have worked in the similar capacity for at least 1 project within the last 10 years.</li> </ul>
3	Project Controls, Planning and MIS Manager	1 No.	<ul style="list-style-type: none"> <li>• Graduate in Engineering or related field e.g., construction management with experience in analysis of “delay claims” and creating claim schedules.</li> <li>• Minimum 15 years of progressive Programme or project experience</li> <li>• Minimum 5 years’ experience on large scale Infrastructure</li> </ul>

			<p>programmes/ projects.</p> <ul style="list-style-type: none"> <li>• Experience with scheduling software e.g., Primavera P6</li> <li>• Familiar with web-based tools</li> <li>• Experience with project management documentation standards for schedules.</li> <li>• Experience in development of used of web based tools and programme management dashboard.</li> <li>• Should have worked in the similar capacity for at least 1 large scale infrastructure programme/ project within the last 10 years.</li> </ul>
4	Programme ICT Manager	1 No.	<ul style="list-style-type: none"> <li>•Should be Graduate in any discipline and preferably with post-graduation in Computer Science/Information Technology/Electronics and Telecommunication.</li> <li>•Should have minimum and exclusive ICT experience of 15 years and should have headed / lead complete (end to end) ICT Infrastructure, Platforms, and smart services implementation for at least 3 city/state/nation level Projects (in developed/ developing countries).</li> <li>•Should have worked in the similar capacity for at least 1 project within the last 10 years.</li> </ul>
5	Design Manager (Design Head)	1 No.	<ul style="list-style-type: none"> <li>• BE/B.Tech with min. 10 years of work experience and should have worked in at least in 1 similar project viz. Road/Water Supply projects</li> </ul>

**Notwithstanding anything to the contrary, the Personnel designated as Key Professionals should preferably be employees of the Consultant, or in the case of a Consortium, employees of any of its Members.**

#### 4.1.2 Resource Pool

In addition to the PMNC deployed at NPICDCL/Site offices, the Consultant shall have an experienced pool of subject matter experts, based out of their home office. These resources / SME shall be deployed at NPICDCL/Site office during the course of the project. Anticipated person month inputs for each resource / SME are estimated, over the period of **3 years**. This deployment shall be agreed in writing with NPICDCL prior to deployment.

Sl.No.	Position
1	Urban and Regional Planner
2	GIS Expert
3	Transportation Planner

Sl.No.	Position
4	Highway Design Expert
5	Water Supply Design Expert
6	Sewerage & Wastewater Design Expert
7	Power Infrastructure Design Expert
8	ICT Design Expert
9	Solid Waste Expert
10	Structural Design Engineering
11	Environmental/Sustainability expert
12	MIS Expert cum Document Controller
13	Programme/Project Planning/Scheduling
14	Cost Engineer
15	Health & Safety
16	QA/QC Manager
17	Civil Engineering
18	Mechanical Engineering
19	Marketing Expert
20	PPP, Economic and Financial Expert
21	Legal and Regulatory Expert
22	Land/ Revenue Expert
23	Architect (Buildings/Landscape)
24	MEP Expert (Buildings)

#### 4.2 Miscellaneous

- 1) Curriculum vistas of the proposed personnel for the above stated resource pool need not to be submitted in the technical proposal. However, the Curriculum vistas of all Resource pool experts shall have to get approved from the Employer, prior to any deployment..
- 2) It is desired that the Key Personnel must be available during all working days on which the NPICDCL/Site office remains open. Even on non-working days the Key Personnel should be available if required by NPICDCL/Site offices.
- 3) NPICDCL reserves the right to ask for the details regarding the proof of age, qualification, and association of the Key Professional with the Consultant. Age limit for Key Professionals mentioned above to be deployed on project should not be more than 65 (sixty-five) years on the date of Proposal submission.

- 4) Consultants, who are executing ongoing mandates from NPICDCL, must propose a separate Core Team while bidding and implementation for this project. A deviation in this condition at any point during the course of contract shall not be allowed without express approval of NPICDCL.

#### **4.3 Institutional And Organizational Arrangement For Services**

Details of Contract Manager of NPICDCL:  
XXX or any authorized by the Client.

#### **4.4 Reporting Requirements**

Reporting requirements shall be as per Clause 5 of this ToR.

#### **4.5 Milestones/Deliverables and the Time Schedule for Milestones/Deliverables**

The Deliverables and the Schedule for Delivery under the RfQ-cum-RfP shall be as per the individual Work Orders issued by the Client to the Consultant. For the First Year, the Milestones/Deliverables and the Delivery Schedule are as follows:

Sl. No.	Milestone	Month (—D denotes Effective Date)	Payment (% of contract value for Year-1)
1.	Mobilization of Core Team for Validation and PMO set up		
2.	First workshop with stakeholders for better understanding of project and presentation on Project Implementation Plan (PIP)	D + 1 month	5%
3.	PMO Procedures draft outline, PMO basic systems (budgets, cash flow, schedule, procurement) functional and getting the list of policies and procedures approved from the Client.		
4.	Finalize PIP for review		
5.	Work shop on Draft Validation Studies (Technical and Economic) including external and internal infrastructure plans and draft list of projects for implementation with critical stakeholders for finalizing projects	D + 2 month	8%

6.	Review of draft procurement document formats including RFPs, RFQs and contract documents for procurement of EPC contractor, consultants, works etc. (including EPC and Design-Build Basis) supported by required technical guidelines	D+3 month	5%
7	Final Procurement Strategy and procurement document formats including RFPs, RFQs and contract documents for procurement of consultants, works etc (including EPC and Design-Build Basis) supported by required technical guidelines		
8	Issue of final tender packages for selection of contractors for engineering of trunk infrastructure for TIA and initiation of procurement / bid process	D + 4 month	8%
9	Programme Controls System and supporting IT based Management Information System (MIS) and Draft ICT MSI Plan	D + 5 month	8%
10	Sustainable / Low Carbon Master System Integration Plan		
11	Draft plan for adoption of 3D model (computer based)		
12	Selection of EPC contractor(s) for TIA	D + 6 month	12%
13	Final ICT MSI Plan	D + 7 month	10%
14	Final Detailed plan for adoption and adoption of 3D model (computer based)	D + 8 month	8%
15	Workshop with critical stakeholders to review progress of Assignment to work out the scope of work for the next year		
16	Mobilization and commencement of works by EPC Contractor		
17	Scope matrix for roles and responsibilities for execution of EPC works Ensuing site availability and permits for construction	D + 9 month	8%
18	Project Briefs for other short term projects i.e. Administrative Building & Landscape Plan identified for implementation in 1-2 years with tender documentation for the same supported by required technical guidelines	D + 10 month	10%
19	Presentation on draft plan for next year indicating and prioritizing critical steps for effective and timely implantation of identified projects and stakeholder discussions	D + 11 month	8%
20	Finalization of work order for Year 2	D + 12 month	10%

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

**i. For the Subsequent Years, the Deliverables and the Schedule of Delivery shall be as per the terms of the Contract.**

**4.6 Facilities and background materials:**

Office Space and Administrative may be provided by NPICDCL as feasible.

**4.7 Statutory and contractual obligations to be complied with by the Consultant:**

The Consultant shall comply with all Applicable Laws and adhere to the terms and conditions of the Contract while performing their obligations under this Agreement.

*For the purpose of this Clause, “Applicable” means all applicable laws of India , including statutes, bye-laws, rules, regulations, notifications, circulars, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, made pursuant thereto, all applicable schemes, guidelines, administrative and departmental regulations of governmental authorities having authority or jurisdiction, all judgments, decrees, injunctions and orders of any court or tribunal of competent jurisdiction and any other instruments having the force of law in the India as they may be issued and in force from time to time;*

**Section 7:Standard Form of Contract**

CONTRACTFORCONSULTANCY SERVICES

between

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**[NameofClient]**

and

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**[NameofConsultants]**

**Dated:**

## 1. Format 1: Form of Contract

Contract to undertake [name of assignment]

This Contract for Consultancy Services (herein called the “**Contract Agreement**”) is made at Patiala, Punjab on the [ ] day of the month of [ ], by and between

NICDC PUNJAB INDUSTRIAL CORRIDOR DEVELOPMENT CORPORATION LIMITED (NPICDPL), 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

{ [ ] (a [company] incorporated under [ ], having its registered office at [ ], hereinafter referred to as the —Consultant, which expression unless repugnant to the context or meaning thereof shall include its successors and permitted assigns).} (*Applicable for Single Entity*)

OR

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

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

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

### WHEREAS

(A) National Industrial Corridor Development Programme (“NICDP”) is a central sector scheme intended to create greenfield industrial smart cities/clusters of global standards. These industrial cities/clusters are built ‘ahead of demand’ with ‘plug-n-play’ infrastructure & ICT enabled utilities, walk to work culture facilitating manufacturing investments. These projects are developed in partnership with State Governments. Government of India provides funds as equity and/or debt for trunk infrastructure development and States provide land as their equity contribution.

(B) The Integrated Manufacturing Cluster at Rajpura, Punjab is priority project under the Amritsar Kolkata Industrial Corridor (AKIC) being developed by the Government of India as part of the National Industrial Corridor Development Programme. The IMC Rajpura under Amritsar Kolkata Industrial Corridor planned with a total area of about 1,098 .85 Acres in the state of Punjab.

(C.) The aim is to develop a Smart Integrated Industrial City with an excellent state-of-the-art infrastructure facilities and professional management to attract and support investments in industrial and allied sectors. The objectives of development are to:

1. Provide a boost to manufacturing activity in state of Andhra Pradesh.
2. Promote integrated development of industrial, urban, social and transport infrastructure and
3. Support the state and central government's objective under NMP, "Make in India theme" and the "Act East Policy".

(D) IMC at Rajpura is spread across the village Patiala District of Punjab, it is in close proximity of NH-44 and NH-7 and is located at a distance of 5 km and 7 Km from Highway.

(E) NPICDCL, a Special Purpose Vehicle, which is a 50:50 JV between NICDIT (GOI) and PUDA, (GoP) has been set up for implementation of IMC Rajpura Project. Whereas, NPICDC has been mandated to act as a project development company which undertakes various pre-feasibility, feasibility, master planning and engineering studies for developing greenfield industrial smart cities. NPICDC also functions as the Knowledge Partner to all Project SPVs, State Government agencies and the Central Government for the implementation of the NICDP.

(F) To effectively manage and monitor the progress the IMC Rajpura project under the AKIC, the appointment of a Programme Manager for New Cities ("PMNC") has been deemed essential by NPICDCL. The PMNC will be responsible for monitoring and management the overall execution of these projects, ensuring alignment and coordination between various stakeholders, including the EPC Contractor which have been previously appointed as well as which will be appointed for IMC Rajpura project to ensure adequate monitoring, coordination and the overall execution of the project.

(G) With the aforesaid background, the Client had issued a letter of invitation to interested Applicants, a copy of which is annexed as Appendix G, and called for Proposals, vide its Request for Qualification-cum-Request for Proposal dated [●] ("RfQ-cum-RfP"), for the appointment of a Programme Manager for New Cities ("PMNC") Consultant Development and Management of Industrial Corridor Projects in India in accordance with the terms specified in the RfQ-cum-RfP.

(H) The Consultant, {which is a joint venture consortium comprising of (i) [●] and (ii) [●]} had submitted a financial and technical proposal for the Project in accordance with the RfQ-cum-RfP and has represented to the Client that it possesses the required professional skills, personnel and technical resources to provide the consulting services as specified in the RfQ-cum-RfP;

(I) After the evaluation of the proposals submitted by the Applicants, the Client shortlisted the Proposal submitted by the Consultant. Thereafter, the Client and the Consultant participated in negotiations pursuant to which the Consultant was issued a letter of award, a copy of which annexed hereto;

(J) The Consultant has proposed to the Client to render certain consulting services and the Client has agreed to avail of such services from the Consultant, in accordance with the terms and conditions specified in this Contract.

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

## 1. CONTRACT

The Parties shall be bound by the terms and conditions contained in this Contract.

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

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

Appendix A	Terms of reference containing, inter-alia, the Description of the Services and reporting requirements.
Appendix B	Key Personnel, Resource Pool and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key Personnel, resource pool.
Appendix C	Approach and methodology.
Appendix D	Duties of the Client.
Appendix E	Cost Estimate.
Appendix F	“Conformed Document” which incorporates all the changes, modifications and results of the contract discussion.
Appendix G	Copy of Letter of Award.
Appendix H	Copy of letter of Award/ acceptance by consultant.
Appendix I	Copy of Bank Guarantee for Performance Security.
Appendix J	Clarifications.

Appendix K	Hours of work for Consultants' Personnel.
Appendix L	Correspondences.

## 2. RIGHTS AND OBLIGATIONS

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

- a. The Consultant shall carry out the Services in accordance with the provisions of the Contract including without limitation, the Terms of Reference (as set forth in **Appendix-A**) annexed herewith and, in the manner, set out in Approach and Methodology (as set forth in **Appendix-C**) submitted by the Consultant along with the Proposal;
- b. The Client shall be responsible to comply with the Duties of the Client (as set forth in **Appendix-D**) and make payments to the Consultant based on the monthly rates for the Consultant's Key Professional and the Additional Personnel (as set forth in **Appendix-E**), in accordance with the provisions of this Contract against completion of the milestones.

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

- a. Perform the Services as detailed in the Terms of Reference (as set forth in **Appendix-A**) and each Work Order and Supplementary Work Order, including any services that are reasonably inferable there from in accordance with Good Industry Practices.
- b. Be responsible for the planning, integration and administration of the Project.
- c. Coordinate and manage works related to the Project.
- d. Monitor the progress of various components of the Project and the performance of the contractors, other consultants, design professionals and other entities involved in execution of the Project.
- e. Prepare the preliminary design for the trunk infrastructure envisaged
- f. Identify risks, problems and issues related to the Project and escalate them as appropriate.
- g. Coordinate and liaison with the contractors, other consultants and other entities involved in the development of the Project.
- h. Ensure effective communication between the various entities involved in the execution of the Project, governmental authorities and other stakeholders.

- i. Arrange meetings with various entities, in consultation with the Client and maintain records of the proceedings.
- j. Manage resources made available for the Project.
- k. Maintain relevant documentation related to the Project

### 3. **PRIORITY OF DOCUMENTS**

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

- a. The Cover Agreement will override all provisions of other documents comprising the Contract.
- b. The provisions of the SCC shall be subject to the Cover Agreement but shall override all provisions of other documents comprising this Contract.
- c. The provisions of the GCC shall be subject to the Cover Agreement and the SCC but shall take precedence over all other documents comprising this Contract.
- d. The Appendices shall be subject to each of the Cover Agreement, SCC and the GCC.
- e. Within each of the documents comprising this Contract, in case of any ambiguities or discrepancies, the specific Clause relevant to the issue will prevail over the general Clauses.

### 4. **WORK ORDERS**

- 4.1 The 1<sup>st</sup> year Work Order is to be undertaken by the Consultant and to be completed within 1 (one) year of the Effective Date. In the event the Client exercises its option to extend the term of this Contract beyond the First Year or any Subsequent Year (as the case may be) in accordance with Clause 2.3 of the SCC, the Client shall, in consultation with the Consultant, issue specific Work Orders in respect of each such Subsequent Year, which shall be subject to the terms and conditions of this Contract.
- 4.2 The Work Orders shall contain detailed provisions regarding the scope of Services, staffing level (including the Key Professional and Additional Personnel expected to be deployed for performance of the Services), quantum of work required from the Key Professional and the Additional Personnel, a list of approved sub-consultants (based on the list of proposed sub-consultants provided by the Consultant), Deliverables and the Milestones in respect of each deliverable under such Work Order, schedule for submission of deliverables, payment schedule, Work Order Value and other such issues in respect of the Services to be performed by the Consultant.

- 4.3 Subject to the maximum OPE and Contract Fee Ceiling in accordance with the provisions of this Contract, the sum of the aggregate fees payable to the Consultant and the aggregate reimbursable OPE in respect of all Work Orders and Supplementary Work Orders issued during the term of this Contract shall not exceed the Contract Value Ceiling as set forth in **Appendix-E**.
- 4.4 The Yearly Fee Ceilings, Yearly Contract Value Ceilings for the First Year and for each Subsequent Year and the Contract Fee Ceiling are as set forth in **Appendix-E**. The deliverables and the monthly Milestones in respect of each Deliverable and the maximum fee payable in respect of each milestone of every deliverable (as a percentage of the Work Order Value) for the Services to be performed in the First Year is as set forth in Section 6 (*Terms of Reference*). The Parties agree that, except for the Yearly Fee Ceiling for the First Year which shall not be subject to change except as expressly provided in this Contract, the Yearly Fee Ceiling for any Subsequent Year may be subject to a proportionate increase or decrease at the time of issuance of a Work Order in the event the Client increases or reduces the level of deployment as set forth in the RfQ-cum-RfP.
- 4.5 In respect of each Subsequent Year, the Client shall at least 60 (sixty) days prior to the commencement of each Subsequent Year, consult with the Consultant on the level of deployment and effort of the Key Professional and Additional Personnel, as applicable, required by the Consultant in respect of each deliverable under the Work Order to be issued by the Client for the immediately Subsequent Year and the division of such man-months between the Key Professional and the Additional Personnel. The Client shall also consult with the Consultant regarding identification of the Milestones in respect of each Deliverable under a Work Order and the maximum fee payable in respect of a Milestone of every Deliverable to be specified in the Work Order.
- 4.6 The Consultant shall, no later than 45 (Forty-Five) days prior to each Subsequent Year, also provide to the Client a list of sub-consultants (together with details of the experience of such proposed sub-consultants) that it proposes to engage in relation to the Services to be rendered in such Subsequent Year and also such other details as may be sought by the Client.
- 4.7 The Consultant agrees and acknowledges that it would be obliged to effect the Services set out in any Work Order even if it disputes the quantum of work required from the Key Professional and the Additional Personnel, Milestones or Deliverables identified or any other particulars as set forth therein. Pending resolution of such dispute in accordance with Clause 5 of the Cover Agreement, the Client will pay for the Milestones achieved under such Work Order as per the terms thereof.

## 5. **GOVERNING LAWS, JURISDICTION, AND DISPUTE RESOLUTION**

### 5.1 Governing Law and Jurisdiction

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by and be construed and interpreted in accordance with Laws of India and subject to Clause 12 of the GCC, the courts of Mohali (Punjab), India shall have exclusive jurisdiction over all matters arising out of or relating to this Contract.

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 NPICDCL  _____ BY AUTHORISED REPRESENTATIVE <b>NAME:</b> <b>DESIGNATION:</b>	WITNESS NO. 1:  <b>NAME OF THE WITNESS:</b> <b>SIGNATURE;</b> <b>ADDRESS:</b>
FOR AND ON BEHALF OF [CONSULTANT]  _____ BY AUTHORIZED REPRESENTATIVE <b>NAME:</b> <b>DESIGNATION:</b>	WITNESS NO. 2:  <b>NAME OF THE WITNESS:</b> <b>SIGNATURE:</b> <b>ADDRESS:</b>

## 2. **Format 2: General Conditions of Contract (GCC)**

### 1. **GENERAL PROVISIONS**

#### 1.1 Definitions

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

“**Additional Personnel**” means Personnel other than the Key Professional engaged by the Consultant in respect of the Services, in accordance with the terms of this Contract;

“**Affected Party**” has the meaning ascribed thereto in Clause 2.4.1(1) of the GCC;

“**Affiliate**” means, with respect to a Party, a public or a private company or other entity that directly or indirectly controls, or is controlled by, or is under common control with, such Party. For the purposes of this definition, “**Control**” means the right to cast more than 26%(twenty six percent) of the votes at a general meeting (or its equivalent) of such Party or company or entity, or ownership of more than 26% (twenty six percent) of the equity share capital or other ownership interests in such Party or company or entity, or the right to appoint majority of directors on the board of directors of such Party or company or entity, or the right to direct the policies or operations of such Party or company or entity;

“**Applicable Law**” means all applicable laws of India, including statutes, bye-laws, rules, regulations, notifications, circulars, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, made pursuant thereto, all applicable schemes, guidelines, administrative and departmental regulations of governmental authorities having authority or jurisdiction, all judgments, decrees, injunctions and orders of any court or tribunal of competent jurisdiction and any other instruments having the force of law in the India as they may be issued and in force from time to time;

“**Applicant**” means an individual entity or a consortium of entities that jointly submit a Proposal in response to the RfQ-cum-RfP.

“**Assets**” mean tangible and intangible property, equipment, materials, tools, documents, or any other items of value that are provided or made available to the Consultant by the Client in connection with the performance of this Contract. These Assets may include, but are not limited to, machinery, office equipment, software, intellectual property, and any other resources necessary for the Consultant to fulfill its obligations under the Contract.

“**Authorised Representative**” has the meaning set forth in Clause 1.5 of the GCC;

“**Bid Security**” shall mean the bid security submitted by the Consultant with the Client in terms of the RfQ-cum-RfP.

“**Client**” has the meaning ascribed thereto in the description of Parties in the Cover Agreement;

“**Code of Integrity**” shall mean the code as specified under Clause 13 of the GCC.

“**Commencement Date**” has the meaning set forth in Clause 2.2.1 of the GCC;

“**Conflict of Interest**” has the meaning set forth in Clause 3.2.1 of the GCC;

“**Consultant**” has the meaning ascribed thereto in the description of Parties in the Cover Agreement;

“**Contract**” has the meaning ascribed thereto in Clause 0 of the Cover Agreement;

“**Contract Fee Ceiling**” means the aggregate of the Yearly Fee Ceilings, as specified in Appendix-E;

“**Contract Manager**” means the individual nominated by the Client who is responsible for overseeing the administration and execution of this Contract.

“**Contractual Material**” has the meaning ascribed thereto in Clause 3.5.1 of the GCC;

“**Contract Value Ceiling**” means the sum of the Contract Fee Ceiling and the maximum aggregate OPE (for a 3 (three) year term) that may be claimed by the Consultant under this Contract;

“**Deliverable**” means a tangible or intangible output or result that the Consultant is required to produce and provide to the Client as part of the Services. It shall be specified in the Work Order (or the Supplementary Work Order as the case may be) and can include reports, documents, software, or any other agreed product or outcome that demonstrates progress or completion of a Work Order.

“**Disclosing Party**” has the meaning ascribed thereto in Clause 3.3.5 of the GCC;

“**Dispute**” shall have the meaning ascribed to it in Clause 12.2 of the GCC;

“**Effective Date**” has the meaning set forth in Clause 2.1 of the GCC;

“**First Year**” has the meaning ascribed thereto in Clause 2.3 of the SCC;

“**Force Majeure**” has the meaning ascribed thereto in Clause 2.4.11 of the GCC;

“**GCC**” means the General Conditions of Contract;

“**GST**” means Goods and Services Tax charged on the supply of material(s) and services. The term “GST” shall be construed to include the Integrated Goods and Services Tax (IGST), Central Goods and Services Tax (CGST), State Goods and Services Tax (SGST), and Union Territory Goods and Services Tax (UGST) depending upon the context. It shall also mean to include GST compensation Cess, wherever applicable.

“**GST Act**” means the Good and Service Tax Act, 2017, and the rules made thereunder.

“**Good Industry Practices**” means the exercise of that degree of skill, diligence and care including compliance with all Applicable Laws which would reasonably and ordinarily be expected from a skilled and experienced consultant engaged in the same type of undertaking under the same or similar circumstances;

“**Government**” means the Government of India;

“**Indian Accounting Standards**” mean the accounting standards notified by the Ministry of Corporate Affairs, Government of India, under Section 133 of the Companies Act, 2013, read with Rule 7 of the Companies (Accounts) Rules, 2014, as amended from time to time.

“**Information**” has the meaning ascribed thereto in Clause 3.3.1 of the GCC;

“**Intellectual Property**” means all intellectual creations, whether tangible or intangible, including but not limited to inventions, patents, trademarks, trade names, service marks, copyrights, trade secrets, industrial designs, know-how, proprietary information, databases, software, literary works, artistic works, and all other forms of intellectual property, whether registered or unregistered, that are created, developed, or acquired in connection with the performance of this Contract.

“**Intellectual Property Rights**” means all legal rights and protections, whether registered or unregistered, that arise in connection with the ownership and use of Intellectual Property, including but not limited to patents, trademarks, copyrights, trade secrets, design rights, and any other similar rights recognized by applicable law, as well as any applications, renewals, extensions, and restorations thereof. These rights shall include the right to use, reproduce, distribute, license, modify, and commercialize the Intellectual Property, subject to the terms and conditions of this Contract.

“**Key Professional**” means the 7 (seven) member Programme Manager for New Cities (PMNC) Personnel specified in **Appendix-B**;

“**Lead Member**” means the Consortium member designated as the ‘Lead Member’ during the Selection Process pursuant to the RfQ- cum-RfP, who shall be authorized and entitled to act on behalf of each of the Members comprising the Consultant in respect of their rights and remedies under this Contract;

“**Local Currency**” means Indian Rupee symbolized with ‘₹’;

**“Material Adverse Effect”** means any event, circumstance, change, or effect that has a material adverse impact on:

- (a) the ability of a Party (including the Consultant) to observe, perform, or comply with any of its rights, obligations, or responsibilities under and in accordance with the provisions of this Contract; and/or
- (b) the legality, validity, binding nature, or enforceability of this Contract against any Party; and/or
- (c) the financial condition, operations, or business prospects of any Party, in a manner that materially impairs their ability to fulfil their obligations under this Contract; and/or
- (d) the overall Project or the Services being delivered under the Contract, such that it causes substantial disruption or delay to the anticipated completion or performance timelines.

**“Member”** means any of the Consortium members, and **“Members”** means all of the Consortium members together;

**“Milestone”** means a significant event or point within a Deliverable that marks the completion of a specific phase under the Deliverable. It shall be specified in the Work Order (or the Supplementary Work Order as the case may be) and can include internal reviews, achievement of performance benchmarks, Client feedback sign-offs, or any other agreed indicator that demonstrates significant progress or a necessary step toward the completion of a Deliverable.

**“Notice of Default”** means a notice of default given by one Party to the other in accordance with provisions of the Agreement.

**“OPE”** means out of pocket expenses incurred by the Consultant in the course of performance of Services under this Contract, as detailed in **Appendix-E**.

**“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them;

**“Performance Security”** means the irrevocable and unconditional bank guarantee provided by the Consultant from a Scheduled Indian Bank as guarantee for the performance of its obligations in respect of this Contract, in the form set out under Format 5 of Section 7 of the RfQ-cum-RfP, and in accordance with the provisions of the SCC. For the purpose of clarity, Scheduled Indian Bank shall mean State Bank of India and its Associates, Nationalised Banks, Other Public Sector Banks and Private Sector Banks as prescribed in the Second Schedule to the Reserve Bank of India Act, 1934.

“**Personnel**” means to include individuals engaged by the Consultant or any Sub-consultant and assigned to perform the Services, or any portion thereof; provided that Personnel constituting the Key Professional shall be employees of the Consultant {(or in case the Consultant is a consortium, employees of any of the Members)};

“**Project**” refers to the Integrated Manufacturing Cluster (IMC) Rajpura at Patiala district in Punjab under AKIC Project as applicable to the context.

“**RfQ-cum-RFP**” means the RfQ-cum-RFP dated to be inserted at the time of finalization issued by the Client for appointment of Programme Manager for New Cities (PMNC);

“**SCC**” means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented.

“**Scheduled Rate**” means the rates specified under Appendix E.

“**Selection Process**” shall mean the methodology adopted by the Client under the RfQ-cum-RFP for the short-listing of Applicants, evaluation of their Proposals, negotiations with successful Applicant(s), and all other acts incidental thereto, prior to the execution of this Contract.

“**Services**” means the work to be performed by the Consultant under the terms of this Contract.

“**Site**” has the meaning ascribed thereto in Clause 1.4 of the GCC;

“**State Governments**” means the government of the State in which the respective Projects are located.

“**Sub-consultant**” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 3.4.1 of the GCC.

“**Subsequent Year**” has the meaning ascribed thereto in Clause 2.3 of the SCC;

“**Supplementary Work Order**” has the meaning ascribed thereto in Clause 6.4.5 of the GCC.

“**Taxes**” means all forms of taxation, duties, fees, imposts, cess, deductions, levies and charges pursuant to Applicable Laws (whether currently in force or coming into force on or after the date of this Agreement), including but without limitation, GST, tax on supply of goods (which includes but is not limited to residential and property tax, customs and other import and export duties), stamp duty, capital duty or other similar amounts (but not including income tax, corporation profits tax, capital gains tax and other amounts corresponding thereto and interest, penalty or any other levy applicable on the income, profits, fringe benefits, personal taxes on salaries earned by employees), and any interest, surcharge, penalty or fine

in connection therewith which may be payable by either Party on such transaction, property, matter mentioned above, levies, cess, imposts, deductions, charges, fees and penalties, withholdings and duties (including stamp, registration and transaction duties).

“**Work Order**” means a work order in respect of the Services to be rendered in the First Year or any Subsequent Year, as the case may be, issued by the Client, in consultation with the Consultant, detailing the scope of Services to be performed by the Consultant, the Deliverables, the Milestones pertaining to each Deliverable and other details as required under this Contract;

“**Works Plan**” shall have the meaning ascribed to it in Clause 8.1.1 of the GCC;

“**Work Order Value**” means, in respect of a Work Order or a Supplementary Work Order, as the case may be, an amount equal to the aggregate of the fees payable in respect of the Deliverables under such Work Order or Supplementary Work Order, as applicable;

“**Yearly Contract Value Ceiling**”, in respect of the First Year and each Subsequent Year, means the sum of the Yearly Fee Ceiling for the First Year or Subsequent Year, as the case may be, and the maximum aggregate OPE that may be claimed by the Consultant under this Contract for the First Year or Subsequent Year, as the case may be;

“**Yearly Fee Ceiling**” means the fee ceilings specified in respect of the First Year and each Subsequent Year in **Appendix-E**.

## 1.2 Interpretation.

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

- 1 The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.
- 2 A reference to any document, agreement, deed or other instrument (including, without limitation, references to this Contract) shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, novated or substituted.
- 3 A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to.
- 4 Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.

- 5 The words “**include**” and “**including**” are to be construed without limitation.
- 6 The terms “**herein**”, “**hereof**”, “**hereto**”, “**hereunder**” and words of similar purport refer to this Contract as a whole. Where a wider construction is possible, the words “**other**” and “**otherwise**” shall not be construed ‘*ejusdem generis*’ with any foregoing words.
- 7 In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
- 8 any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.
- 9 the rule of interpretation which requires that a contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.
- 10 References to a person (or to a word importing a person) shall be construed so as to include:
  - a. Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
  - b. That person’s successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
  - c. References to a person’s representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.
- 11 Reference to a “**day**” shall mean a calendar day.
- 12 Reference to a provision of the GCC shall be a reference to such provision as may be amended or supplemented by the SCC.

### 1.3 Scope of Services:

This Contract is for the performance and delivery of Services as described in **Appendix A-Terms of Reference**, including the scope and quantum specified therein. The Services may

be further detailed in individual Work Orders or Supplementary Work Orders issued during the First Year or any Subsequent Year.

1.4 Location

The Services shall primarily be performed at the NPICDCL/Site office i.e. PUDA Bhawan, Sector 62, Sahibzada Ajit Singh Nagar, Punjab – 160062. However, if the nature of the Services requires the Consultant to deploy personnel at NICDC Punjab Industrial Corridor development Corporation Limited ., PUDA Bhawan, Sector 62, Sahibzada Ajit Singh Nagar, Punjab – 160062 .into a different location, the Consultant shall deploy its personnel accordingly, notwithstanding the generality of the foregoing. (“Sites”)

1.5 Authorized Representatives

1.5.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultant may be taken or executed by the officials designated in the SCC as the representatives of the Client and the Consultant (“**Authorised Representative**”), as the case may be;

1.5.2 Provided that either Party may, from time to time, by giving a 15 (fifteen) days’ notice to the other Party in writing, change its Authorised Representative.

Provided that in case the Consultant is a Consortium, the Authorised Representative of the Consultant must be an employee of the Lead Member.

1.5.3 Notwithstanding anything to the contrary in this Contract, the Client’s Authorised Representative shall have no authority to:

- a. Amend, alter, modify or waive any provision or term of this Contract, or
- b. Relieve the Consultant of any of its duties, obligations or responsibilities under this Contract, or
- c. Waive any failure or breach on the part of the Consultant.

1.6 Taxes and Duties

1.6.1 The Contract Value Ceiling, the Contract Fee Ceiling, the Yearly Contract Value Ceiling, the Yearly Fee Ceilings and the Contract Fee Ceiling stipulated in this Contract shall be deemed to include all the Taxes. Further, the Consultant shall administer, bear and pay all Taxes, including any Taxes in connection with the performance of the Consultant’s obligations under this Contract and the payments to be made by the Client to the Consultant.

1.6.2 If applicable under Applicable Law, the Client shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax

Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.

1.6.3 Payment of GST Tax under the Contract:

- 1 The payment of GST and GST cess to the Consultant shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate duly supported with documentary evidence as per the provision of the relevant GST Act and the rules made there under. The delivery of Services shall be shown as being made in the name, location/ state, and GSTIN of the beneficiary of the Services only; the location of the procurement office of the Client has no bearing on the invoicing.
- 2 Consultant who is required to comply with the requirements of E-invoice as per the GST Act, all payments shall be made against proper e-invoice(s) only. Invoices issued in violation shall not be processed for payment, as Client shall not be allowed to avail of input tax credit against such invoices.
- 3 Returns and details required to be filled under GST Act regarding invoices (or e-invoices) should be filed promptly by the Consultant. If input tax credit is not available to the Client for any reason attributable to the Consultant, then the Client shall not be liable to pay or reimburse GST claimed in the invoice(s) and shall be entitled to deduct / set off/ recover such GST amounts together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Consultant under this contract or under any other contract.
- 4 While claiming reimbursement of Taxes from the Client, as and if permitted under the Contract, the Consultant shall also certify that in case it gets any refund out of such Taxes from the concerned authorities at a later date, the Consultant shall refund to the Client, the Client's share out of such refund received by the Consultant. The Consultant shall also refund the appropriate amount to the Client immediately after receiving the same from the concerned authorities.
- 5 All necessary adjustment vouchers, such as credit notes/ debit notes for any short/ excess delivery of Services or revision in prices or any other reason under the Contract, shall be submitted to the Client in compliance with GST provisions.
- 6 GST shall be paid as per the rate at which it is liable to be assessed or has been assessed, provided the provision of Services is legally liable to such Taxes and is payable as per the terms of the Contract subject to the following conditions:
  - a. The Client shall not pay a higher GST rate if leviable due to any misclassification of the HSN number or incorrect GST rate incorporated in the contract due to the Consultant's fault. Wherever the Consultant invoices the Services at GST rate or HSN number, which is different from that incorporated

in the Contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the Contract or billed.

- b. However, the Client shall not be responsible for the Consultant's Tax payment or duty under a misapprehension of the Applicable Law.
  - c. The Consultant is informed that the Consultant shall be required to adjust the Schedule Rates to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the Contract.
  - d. In case of profiteering by the Consultant relating to GST, the Consultant shall treat it as a violation of the Code of Integrity in the Contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.
- 7 The Consultant should issue receipt vouchers immediately on receipt of all types of payments along with Tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Act.
- 8 Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.

1.6.4 Statutory Variation Clause:

Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to Client's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period (*excepting extension under Clause 8.4 of the GCC*) shall be borne by the Consultant. The benefit of any reduction in the GST rate must be passed on to the Client during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates occurs after the last proposal submission date.

- 1.6.5 Further, in the event that the Client receives notification or assessment of any Taxes (whether as an agent, or in substitution of the Consultant, any Sub-consultants or its Personnel, servants, agents or otherwise) in respect of or arising out of the performance of the Consultant's obligations under this Contract which remain outstanding, the Client shall notify the Consultant of the same and the Consultant shall promptly take all necessary action for settlement and/or any other lawful disposal of such notification or assessment. Furthermore, the Consultant shall pay forthwith on demand to the Client all costs including fines and penalties, which the Client may incur as a result of:

- 1 the Client having been required by any governmental authority to pay any Taxes which the Consultant is liable to bear hereunder; or

- 2 any cost actually sustained by the Client for failure by the Consultant to pay any Taxes for which it is responsible under this Contract.

1.7 Joint and Several Liability; Collective Action by Members

1.7.1 In the event the Consultant is a Consortium, the Members shall be deemed to be jointly and severally liable to the Client for the performance of this Contract. Without prejudice to the foregoing, the Client shall be entitled to terminate this Contract in the event of any change in the structure or composition of the Consortium, including the Lead Member ceasing to act as such.

1.7.2 In the event the Consultant is a Consortium, without prejudice to the joint and several liability of all the Members, each Member agrees that it shall exercise all rights and remedies under this Contract through the Lead Member and the Client shall be entitled to deal with such Lead Member as the representative of all Members. Each Member agrees and acknowledges that, notwithstanding anything to the contrary in the memorandum of understanding or any other such agreement or arrangement between the Members:

- 1 any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Lead Member on any matters related to this Contract shall be deemed to have been on behalf of the Consortium and shall be binding on the same. The Client shall be entitled to rely upon any such action, decision or communication from the Lead Member;
- 2 consolidated invoices for the Services performed by all the Members shall be prepared and submitted by the Lead Member and the Client shall have the right to release payments solely to the Lead Member and the Client shall not in any manner be responsible or liable for the inter-se allocation of payments, works etc. among the Members;
- 3 any notice, communication, information or documents to be provided to the Consultant shall be delivered to the Authorized Representative of the Consultant (*as designated pursuant to Clause 1.5*) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Members.

1.8 Modifications/ Amendments, Waivers and Forbearance

1.8.1 Modifications/ Amendments of Contract

- 1 After the Contract has been signed, no modified provisions, including but not limited to - modification of the Scheduled Rates, or the Contract Value Ceiling, or the Contract Fee Ceiling, or the Yearly Contract Value Ceiling, or the Yearly Fee Ceilings or the Contract Fee Ceiling, shall be applicable unless the Client suo-moto or, on request from the Consultant, by written order, amend the Contract, at any time during the currency of the Contract, by making alterations and modifications within the general scope of

the Contract. Requests for changes and modifications in the Contract may be submitted in writing by the Consultant to the Client.

- 2 If the Consultant does not agree to the suo-moto modifications/ amendments made by the Client, the Consultant shall convey their views within 14 (fourteen) days from the date of amendment/ modification. Otherwise, it shall be assumed that the Consultant has consented to the amendment.
- 3 Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the Contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Client unless and until the same is incorporated in a formal instrument and signed by the Client, and till then the Client shall have the right to repudiate such arrangements.

#### 1.8.2 Waivers and Forbearance

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

- 1 Any waiver of Client's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an Authorized Representative of the Client granting such a waiver and must specify the terms under which the waiver is being granted.
- 2 No relaxation, forbearance, delay, or indulgence by the Client in enforcing any of the terms and conditions of this Contract or granting of an extension of time by the Client to the Consultant shall, in any way whatsoever, prejudice, affect, or restrict the rights of the Client under this Contract, neither shall any waiver by Client of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

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

### 2.1 Effectiveness of Contract

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

### 2.2 Commencement of Services

- 2.2.1 The Consultant shall commence the Services from the Effective Date or any date prior to that with written approval from the Client ("**Commencement Date**"). If the Consultant does not commence the Services within the aforesaid period or if the Consultant fails to provide the Performance Security within the period specified in the SCC, the Client may, by not less than 7 (seven) days' notice to the Consultant, declare this Contract to be null and void and this

Contract shall stand terminated in the event of such declaration, and the Consultant shall be deemed to have accepted such termination.

- 2.2.2 Further, the Client may, in the event of such termination, forfeit the Performance Security as liquidated damages and not as penalty, in respect of losses and costs incurred by the Client on account of such termination.

Provided that in the event the Performance Security has not been submitted by the Consultant, the Client shall be entitled to forfeit the Bid Security and claim the remaining sum (by which the value of the Performance Security exceeds the Bid Security) from the Consultant as liquidated damages. The Parties agree that the liquidated damages amounts specified herein are a genuine pre-estimate as of the date hereof of damages likely to be incurred.

2.3 Term of the Contract

Unless terminated earlier pursuant to Clause 2.5 of the GCC, this Contract shall terminate at the end of such time period as shall be specified in the SCC.

2.4 Force Majeure

2.4.1 Definition

- 1 For the purposes of this Contract, “**Force Majeure**” means an event, act, or circumstances, or combination of events, acts or circumstances, which directly, materially and adversely affects the Party’s (“**Affected Party**”) performance of its obligations pursuant to the terms of this Contract, but only if and to the extent that such events, acts or circumstances are beyond the reasonable control of the Affected Party, were not the fault of the Affected Party, were not reasonably foreseeable at the time of execution of this Contract and could not have been prevented or overcome or mitigated by the Affected Party through the exercise of Good Industry Practices.
- 2 Force Majeure includes, but is not limited to acts of God (but not including negligence or wrongdoing), war, hostilities, acts of public enemy, riots, civil disorder, sabotage, epidemics, quarantine restrictions, strikes or lockouts (excluding strikes or labour disturbance at the facilities of the Consultant or Client) earthquake, fire, explosion, storm, flood or other adverse weather conditions (but not including predictable/seasonal rain), any unlawful or unauthorised act, failure to act, restraint or regulation, of any governmental authority (other than the Client) affecting the performance of its obligations by the Affected Party hereunder; but shall not include the following circumstances, except to the extent that they are consequences of an event of Force Majeure:

- 1 unavailability of Personnel or unavailability, late delivery, or changes in cost of any material, equipment, services, technology, software required for the performance of the Services;
- 2 insufficiency of finances or funds, financial insolvency, financial distress or this Contract becoming onerous to perform;
- 3 failure to comply with any Applicable Law; or
- 4 any delay or default of any Sub-Consultants or Personnel.

#### 2.4.2 No Breach of Contract

- 1 The failure of or delay by the Affected Party to fulfil any of its obligations under the Contract shall not be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Affected Party affected by such an event:
  - a. has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and to mitigate the consequences of any event of Force Majeure; and
  - b. has informed the other party as soon as possible, and in any event within a period of 10 (ten) days of the occurrence of the Force Majeure event:
    - a. about the occurrence of such Force Majeure event;
    - b. the dates of commencement and estimated cessation of Force Majeure event, provided that in case of a continuing Force Majeure event, the Affected Party shall provide periodic reports at intervals of not more than 7 (seven) days; and;
    - c. the manner in which the Force Majeure event(s) affects the Affected Party's obligation(s) under the Contract.
- 2 The Affected Party shall also notify the other Party of the cessation of the Force Majeure event. The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Affected Party has given the notice specified above. Further, the Affected Party shall not be relieved of the performance of that part of its obligations under this Contract which is not affected by the event of Force Majeure.

### 2.4.3 Extension of Time

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

### 2.4.4 Payments

- 1 During the period of existence of an event of Force Majeure, to the extent the Consultant is unable to perform any Services as a result of such event of Force Majeure, the Consultant shall not be entitled to continue to be paid under the terms of this Contract or to be reimbursed for any costs incurred by it during such period (except to the extent such costs relate to that part of the Services that the Consultant continues to perform in accordance with the provisions of this Contract), provided that the Consultant shall be paid reasonable and properly incurred expenses in demobilising and reactivating the Services after the end of such period.
- 2 In the event that a Force Majeure event affecting the Consultant's ability to discharge its obligations under the terms of the Contract, the Consultant and the Client shall engage in discussions and mutually agree on any necessary adjustments to the scope, level, or schedule of the Services provided by the Consultant, as well as any corresponding changes to the Consultant's remuneration. Any such mutually agreed adjustments shall be formalized through the issuance of a Supplementary Work Order by the Client.

## 2.5 Termination

### 2.5.1 Termination by the Client

The Client may terminate the Contract if:

- 1 the Consultant becomes insolvent or bankrupt or is unable to pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for the benefit of its creditors;
- 2 any meeting is convened for consideration of a resolution for, or a resolution is passed for the voluntary winding up of the Consultant, or if the Consultant commences a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary proceeding under any such law, or consents to the appointment or taking possession by a receiver, liquidator, assignee (or similar official) for any part of its property;

- 3 an involuntary proceeding against the Consultant has been commenced under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect, or in any case, proceeding or other action for the appointment of a receiver, liquidator, assignee (or similar official) for any part of its property, or for the winding up or liquidation of its affairs, or other action has been presented to a court or other governmental authority, and such proceedings are not dismissed, withdrawn or stayed within 60 (sixty) days of such commencement;
- 4 the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 12 of the GCC;
- 5 any document, information, data or statement submitted by the Consultant in its proposal in response to the RfQ-cum-RfP, based on which the Consultant was considered eligible or successful is found to be false, incorrect or misleading; or any representation or warranty of the Consultant set forth in this Contract is found to be false, incorrect or misleading;
- 6 the Consultant submits to the Client a false statement which affects the rights, obligations or interests of the Client;
- 7 the aggregate liquidated damages payable by the Consultant under Clause 10 of the GCC exceed the ceiling specified thereunder;
- 8 a Material Adverse Effect occurs and the Consultant fails to cure the same with a period of 14 (fourteen) days from the receipt of Notice of Default;
- 9 there is a breach of the Consultant's obligations under Clause 3 of the GCC and the Consultant fails to cure the same with a period of 14 (fourteen) days from the receipt of Notice of Default;
- 10 the Consultant repudiates or abandons this Contract or otherwise takes any action or evidences or conveys an intention not to be bound by this Contract and the Consultant fails to cure the same with a period of 14 (fourteen) days from the receipt of Notice of Default;
- 11 there is any other breach of the Consultant of the provisions of this Contract(including any change in the structure or composition of the Consortium constituting the Consultant, including the Lead Member ceasing to act as such) or if the Consultant does not remedy a failure in the performance of its obligations under the Contract to the satisfaction of the Client, within a period of 14 (fourteen) days from the receipt of Notice of Default;

- 12 as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services to be performed under a Work Order or a Supplementary Work Order, as the case may be, for a continuous period of more than 90 (ninety) days; or
- 13 the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

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

#### 2.5.2 Termination by the Consultant

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

- 1 if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services to be performed under any Work Order, as the case may be, for a period of more than 90 (ninety) days;
- 2 If the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 12 of the GCC.
- 3 if the Client does not remedy a failure in the performance of its obligations under this Contract, within a period of 60 (sixty) days after receipt of Notice of Default from the Consultant; or

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

#### 2.5.3 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.5.1 and 2.5.2 of the GCC, the Consultant shall, immediately upon dispatch or receipt of such notice, as the case may be, take all necessary steps to bring the Services to a close in a

prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided under Clause 3.10 of the GCC.

#### 2.5.4 Payment upon Termination

- 1 Upon termination of this Contract pursuant to Clause 2.5.1 of the GCC (other than Clause 2.5.1(12) and Clause 2.5.1(13)), the Client shall pay to the Consultant (subject to set-off in respect of any sums due from the Consultant to the Client, including any liquidated damages payable under Clause 10 of the GCC) remuneration pursuant to Clause 7 of the GCC for Deliverables satisfactorily completed prior to the effective date of termination and in respect of such Services, reimbursable expenditures actually incurred prior to the effective date of termination.
- 2 For the avoidance of doubt, it is clarified that termination of this Contract pursuant to Clauses 2.5.1 (other than Clause 2.5.1(12) and Clause 2.5.1(13)), the Consultant shall be entitled to remuneration only in respect of Deliverables and/or Milestones that have been satisfactorily completed and shall, notwithstanding the provisions of Clause 7.1.3 of the GCC, not be entitled to claim any remuneration or reimbursement of OPE in respect of any Milestones/Deliverables that have not been satisfactorily completed.
- 3 Upon termination of this Contract pursuant to Clause 2.5.1(12), Clause 2.5.1(13) and Clause 2.5.2 the Client shall make the following payments to the Consultant (subject to set-off in respect of any sums due from the Consultant to the Client, including any liquidated damages payable under Clause 10 of the GCC):
  - a. remuneration pursuant to Clause 7 of the GCC for Services satisfactorily performed prior to the effective date of termination and in respect of such Services, reimbursable expenditures actually incurred prior to the effective date of termination; and
  - b. reimbursement of reasonable costs incurred by the Consultant incidental to the prompt and orderly close of Services and handing over to the Client.
  - c. For the avoidance of doubt, it is clarified that the Client shall not under any circumstances (either in the event of termination of the Contract for any reason whatsoever or otherwise), be liable for any consequential or indirect loss or damage to the Consultant, including without limitation any loss of profit, loss of contract, liability under other contract, or liability to third parties.
- 4 In case of termination pursuant to Clause 2.5.1 (other than Clause 2.5.1(12) and Clause 2.5.1(13)), the Client shall be entitled to forfeit and appropriate the Performance Security. In the event the termination is due to a failure of the Consultant to establish or maintain the Performance Security in the amounts and on the terms required under this

Contract, the Consultant shall be liable to pay a sum equivalent to the value of the Performance Security as prescribed under the SCC, as liquidated damages and not as penalty, in respect of losses and costs incurred by the Client on account of such termination.

- 5 The Parties agree that the amount of liquidated damages specified herein are a genuine pre-estimate as of the date hereof of damages likely to be incurred. Further, without prejudice to the other rights and remedies of the Client under this Contract or at law, the Client shall be entitled to blacklist the Consultant and/or its Affiliates from participating in any tender or procurement process of the Client issued during a period of 2 (two) years from the date of notification of blacklisting.

#### 2.5.5 Risk and Cost Procurement

- 1 The Client shall be entitled, upon termination of the Contract for the grounds under Clause 2.5.1 (other than Clause 2.5.1(12) and Clause 2.5.1(13)), to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the “Risk and Cost” of the Consultant.
- 2 The Consultant shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be at the discretion of the Client. It shall not be necessary for the Client to notify the Consultant of such procurement. It shall, however, be at the discretion of the Client to collect or not the security deposit from the firm/firms on whom the contract is placed at the risk and cost of the Consultant.

#### 2.5.6 Liability of the Consultant

The Consultant's liability and the Client's remedies under this Contract shall be in addition to and not in derogation of the Client's rights and remedies under Applicable Law. Further the limitation of liability has been set out under the Special Conditions of the Contract below.

### 3. **OBLIGATIONS OF THE CONSULTANT**

#### 3.1 General

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

3.2 Conflict of Interest

3.2.1 Any breach of an obligation under this Clause 3.2 shall constitute a conflict of interest (“**Conflict of Interest**”). The Consultant shall comply and shall ensure the Sub-Consultants and Affiliates of the foregoing comply with the provisions of this Clause 3 and any breach of such an obligation shall constitute an event of default by the Consultant for the purposes of this Contract.

3.2.2 The Consultant shall promptly disclose any Conflict of Interest to the Client. For the avoidance of doubt, the Consultant agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.

3.2.3 Consultant Not to Benefit from Commissions, Discounts, etc

1 The remuneration of the Consultant pursuant to Clause 7 shall constitute the Consultant’s sole remuneration in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants and agents of either of them, similarly shall not receive any such additional remuneration.

2 The Consultant has an obligation and shall ensure that its Personnel have an obligation to disclose any actual or potential conflict that impacts their capacity to serve the best interest of the Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant and/ or the termination of the Contract.

3.2.4 Consultant and Affiliates Not to Engage in Certain Activities

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

Provided that the foregoing restriction shall not be applicable to any Programme management/consultancy/advisory services provided to the Client in continuation of the Services hereunder or to any subsequent Programme management/consultancy/advisory services provided to the Client in accordance with the rules, guidelines, policies of the Client.

- 2 Further, the Consultant shall during the course of performance of the Services and for a period of 2 (two) years after the expiry or termination of this Contract, ensure that there is no conflict of interest with that of the Project or the Client and to this end not enter into any arrangements (formal or informal) or undertake activities such that its interests conflict with any of its obligations under the Contract or are prejudicial to the interests of the Project or of the Client.
- 3 Further the Consultant shall not and shall ensure that the Sub-Consultants, the Affiliates of the foregoing and Personnel will not use improperly, for purposes of competition or gain, or pass on to others, any information or document, provided by the Client or any other persons involved in the Project.

For the purposes of this Clause 3.2.4, an “**Affiliate**” shall also include a partner in the firm of the Consultant/Sub-Consultant, as the case may be, or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant/Sub- Consultant, as the case may be, and any Affiliate thereof.

### 3.2.5 Prohibition of Conflicting Activities

The Consultant shall not and shall ensure that the Sub-Consultants and the Personnel do not engage, either directly or indirectly, for a period of 2 (two) years after the termination or expiry of this Contract, in any business or professional activities which would conflict with the activities assigned to it under the Contract.

Without prejudice to the generality of the foregoing, certain illustrations of activities that would be in conflict with the services assigned to the Consultant under this Contract include the Consultant, any Sub- Consultant or Affiliate would include:

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

### 3.3 Confidentiality

- 3.3.1 The Consultant shall not and shall ensure that the Sub-Consultants, Affiliates of the Consultant and the Sub-Consultants and Personnel do not, without the prior written consent of the Client, disclose, divulge, furnish or make known or accessible to, or use for the benefit of, anyone other than the Parties hereto, the contents of this Contract, any Work Orders or Supplementary Work Orders, any proprietary or confidential information relating to the Project, the Services, any information which may come to the Consultant’s knowledge in the course of negotiations or otherwise concerning this Contract and/or the Project (including but not limited to any information provided by or pertaining to other entities involved in the

Project, such as other Consultants, contractors etc) or the commercial or financial arrangements or affairs of the Client (collectively, “**Information**”); provided.

- 3.3.2 However, that the Consultant may disclose Information to its Personnel and the officers, employees of the Consultant and/or its Affiliates (the “**Consultant’s Representatives**”) who have a legitimate need to know the Information for the performance of Services.
- 3.3.3 The Consultant shall be responsible for informing the Consultant’s Representatives of the confidentiality requirements imposed by this Contract and shall be responsible for any breach of the terms and conditions hereof by the Consultant’s Representatives.
- 3.3.4 Further, the Consultant agrees and acknowledges that monetary damages would not be an adequate compensation for the Client in the event the Consultant breaches its confidentiality obligations under this Contract and the Parties agree that in the event of a breach or threatened breach of confidentiality, the Client shall, at its option, also be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach.
- 3.3.5 The restrictions imposed by Clause 3.3.1 shall not apply to the disclosure of any Information by the Consultant:
- 1 which is now or hereafter comes into the public domain otherwise than as a result of a breach of an undertaking of confidentiality;
  - 2 was in the possession of the Consultant or its Consultant’s Representatives on a non-confidential basis at the time of its disclosure under this Contract;
  - 3 becomes lawfully available to the Consultant or Consultant’s Representatives on a non-confidential basis from any source, except the Client and its Affiliates (the “**Disclosing Party**”), provided that such source was not bound by an obligation of confidentiality to the Disclosing Party or any other person with respect to such information;
  - 4 that is independently developed by the Consultant without reference to Information provided by the Disclosing Party;
  - 5 that is disclosed to the legal advisers, auditors and other professional advisers of the Consultant, provided such persons are under an obligation to maintain confidentiality of such information;
  - 6 that is required to be disclosed by the Consultant pursuant to Applicable Laws;

Provided that the Consultant shall furnish only that portion of the Information which it is advised by its counsel is legally required to be disclosed and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be

accorded to such Information to the extent reasonably requested by the Disclosing Party; or

7 that is approved for disclosure or release by written authorization of the Disclosing Party.

3.3.6 The confidentiality obligations under this Contract shall survive for a period of 2 (two) years after the expiration or termination of this Contract or for a period of 3 (three) years from the date of the latest of the disclosures made under or in relation to this Contract, whichever is later.

### 3.4 **Consultant's Actions Requiring Client's Prior Approval**

3.4.1 Notwithstanding anything contained in the Contract, the Consultant shall obtain the Client's prior approval in writing (such approval not to be unreasonably withheld or delayed) before entering into a subcontract for the performance of any part of the Services, provided that such prior approval shall not be required in case of a sub-contract with a "Sub-Consultant" listed in Appendix-B or with a Sub-Consultant listed in the Work Order.

3.4.2 The Consultant acknowledges that notwithstanding that the selection of the Sub-Consultant (including the list of the Sub-Consultants in **Appendix B** and any Work Order) and the terms and conditions of the subcontract shall have been or may have been reviewed or approved by the Client prior to the execution of the subcontract, the Consultant shall not be relieved of any of its duties, liabilities or obligations under this Contract and shall remain fully liable for the performance of the Services pursuant to this Contract.

3.4.3 The Consultant shall be fully responsible for the acts or omissions of Sub-Consultants and shall take the risk of Sub-Consultants' insolvency and of any acts, defaults, delay, negligence or failure by any Sub-Consultants to perform its obligations in relation to the Services. The Client shall not be deemed to have any contractual obligation or liability to, or relationship with, any Sub-Consultants. For the avoidance of doubt, it is clarified that the Consultant shall be solely responsible for all payments to the Sub-Consultants and the Client shall not, in any manner whatsoever, be liable for any sums payable to the Sub-Consultants.

3.4.4 The Consultant agrees that the aggregate value of all sub-contracts with Sub-Consultants in respect of the Services under a Work Order or a Supplementary Work Order shall not exceed 25% (twenty-five percent) of the Work Order Value. The Client will be provided by the Consultant with the particulars (name, financial & technical background, sub-consultancy fee) of the Sub-Consultant.

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

### 3.5 Documents Prepared by the Consultant to be the Property of the Client

3.5.1 All plans, drawings, specifications, designs, reports, primary data, other documents, and software, that might have been provided by the Client to the Consultant or drafted, prepared, or collected by the Consultant in course of performance of its obligations under this Contract, (“**Contractual Materials**”) shall be the property of the Client, and shall be marked accordingly.

3.5.2 The Consultant shall, no later than upon termination or expiration of this Contract, be under an obligation to dispose/deliver all such Contractual Materials according to the instructions of the Client, together with a detailed inventory thereof.

3.5.3 The Client, in its sole discretion, may require the Consultant to submit certain Contractual Materials either in physical format or a digital format.

3.5.4 Intellectual Property Rights vis-à-vis the Contractual Material, including registrations, applications, renewals, extensions, continuations, divisions or re-issues thereof, now or hereafter, shall not be used by the Consultant for any purpose other than the performance of the Services hereunder;

Provided that the Client may, at its sole discretion, grant a royalty free license to the Consultant for the use of the Contractual Material on other projects undertaken by the Consultant subject to the terms and conditions stipulated by the Client.

3.5.5 Any materials pertaining to the Services, of which the ownership or the Intellectual Property Rights –do not vest with the Client under Applicable Laws or the terms of this Contract, shall absolutely and irrevocably, stand assigned to the Client (without any royalty, fees or payments other than the remuneration provided for in this Contract) as and when such documents or materials are created, and the Consultant agrees to execute all documents and perform such acts as may be required by the Client for securing such assignment.

3.5.6 The Client acknowledges that pre-existing Intellectual Property shall remain the property of the Consultant, and the Consultant hereby provides an irrevocable royalty-free license for pre-existing Intellectual Property to the Client for the Project.

Provided that in respect of licenses in respect of any off-the-shelf software, the Consultant shall be required to provide, at no additional cost to the Client, licenses during the term of this Contract, however, after expiry or termination of this Contract, licenses in respect of off-the-shelf software shall be procured at the Client’s cost.

3.5.7 For the avoidance of doubt, the Consultant agrees and acknowledges that the Client shall be entitled, without requiring the Consultant’s consent, to

1. use or permit the use by any other entity involved in the implementation of the Project of any materials licensed to the Client by the Consultant; and

2. assign the license granted by the Consultant, or any part thereof, to the [State SPV/City SPV/Nodal SPV] or by any other entity involved in the implementation of the Project.
- 3.5.8 The Consultant shall ensure that the Contractual Material provided by the Consultant to the Client pursuant to this Contract does not and will not infringe Intellectual Property Rights of any third-party. The Consultant shall indemnify the Client against all claims, proceedings, actions, damages, legal costs (including but not limited to attorney's fees and court costs), expenses and any other liabilities arising from or incurred by the use by the Client of any Contractual Material provided by the Consultant to the Client pursuant to the terms of this Contract, which involves any infringement or alleged infringement of the Intellectual Property Rights of any third-party. If, in any suit or claim relating to such infringement or alleged infringement, a temporary restraining order or preliminary injunction is granted, the Consultant shall make every effort to secure the suspension of the injunction or restraining order.
- 3.5.9 If, in any such suit or claim, any Contractual Material Provided by the Consultant, or any part, combination or process thereof, is finally held to constitute an infringement of any Intellectual Property Rights of a third-party, and its use is permanently enjoined, the Consultant shall secure for the Client a license, at no cost to the Client, authorizing continued use of such Contractual Material Provided by the Consultant. If the Consultant is unable to secure such license within a reasonable time, the Consultant shall, at its own expense and without impairing any performance requirements, either replace such Contractual Material Provided by the Consultant, or part, combination or process thereof or modify such Contractual Material Provided by the Consultant so that they become non-infringing.
- 3.6 Insurance to be taken out by the Consultant
  - 3.6.1 The Consultant shall, within a period of 30 (thirty) days from the Effective Date, take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at the Consultant own cost (or the Sub-Consultants' own cost, as the case may be) but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SCC.
  - 3.6.2 Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this Clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and, from time to time, evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract.
  - 3.6.3 If the Consultant or any Sub-Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client shall apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and

pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Client.

3.6.4 The insurance policies so procured shall mention the Client as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company in this regard.

### 3.7 Accounts and Audit

3.7.1 The Consultant shall and shall ensure that all Sub-Consultants:

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

### 3.8 Clarification and/or Interpretation of Deliverables

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

### 3.9 Legal Compliance

The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-Consultants comply with the Applicable Law.

### 3.10 Custody and Return of the Client's Assets loaned to the Consultants

3.10.1 The Consultants shall sign accountable receipts for all the Assets made over to them by the Contract Manager on behalf of the Client. All such Assets shall be deemed in good condition when received by the Consultant unless the Consultant has notified the Client to the contrary

within 24 (twenty-four) hours of receipt. In absence of such notification, the Consultant shall be deemed to have waived the right to do so at any subsequent stage.

- 3.10.2 These Assets shall remain the property of the Client, and the Consultant shall take all reasonable care of all such Assets. The Consultant shall be responsible for all damage or loss from whatever cause while Assets are possessed or controlled by the Consultant, staff, workmen, or agents.
- 3.10.3 Where the Consultant insures such Assets against loss or fire at the request of the Client, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the Consultant's liability as aforesaid.
- 3.10.4 The Consultant shall return all such Assets in good order and repair, reasonable wear and tear excepted, before the completion/ closure/ termination of the Contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the Client whose decision shall be final and binding.

#### 4. Deployment of Resources

##### 4.1 Site and Assets thereon

##### 4.1.1 Site of Service Delivery

No Site belonging to or in possession of the Client shall be occupied/ used by the Consultant without the permission of the Client. The Consultant shall not use or allow the Site to be used for any purposes other than executing or concerning the execution of the Services under this Contract.

##### 4.1.2 Prohibition of Smoking and Intoxicants:

- 1 The Consultant shall exercise influence and authority to the utmost extent to secure strict compliance by Consultant's Personnel or any other person employed through Sub-consultants or petty contractors with all the rules and regulations stipulated by the Client relating to the access to Site, including but not limited to

- (i) Prohibition of smoking in 'No Smoking Zone' and in Public Places;

- (ii) Prohibition of the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on-Site or near the Site or in any of the facilities, buildings, encampments, or tenements owned, occupied by or within the control of the Consultant or any their Personnel.

- 2 Safety practices relating to Client's staff, Public and third parties

- 3 Maintenance of peace and business-like ambience

#### 4.1.3 Clearance of Site on Completion

- 1 On completion of the Services, the Consultant shall hand over the Site to the Client on '**as it was**' basis. No final payment in settlement of the accounts for the Services shall be paid to the Consultant till, in addition to any other condition necessary for final payment, Site clearance shall have been affected by the Consultant.
- 2 In the event of failure on the part of the Consultant to comply with this provision within 7 (seven) days after receiving notice for clearance of Site, the Contract Manager shall cause them to be removed in such a way as deemed fit and convenient and cost as increased by supervision and other incidental charges shall be recovered from the Consultant. The Client shall not be held liable for any loss or damage to the Consultant's property as may be on the site and due to such removal.

#### 4.2 Information and approvals

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

### 5. **CONSULTANT'S PERSONNEL**

#### 5.1 General Requirements

##### 5.1.1 Manpower forecasting

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

5.1.2 Terms of Deployment

The terms of deployment of the Consultant's Personnel – including but not limited to working hours, overtime, paid sick leave, vacation leave, and holidays, shall be as detailed in **Appendix-B**.

5.1.3 Restrictions on the Employment of Retired Staff or Officers or Managers of Client within One Year of their Retirement:

The Consultant shall not engage any employee or associate who is a retired Government employee of gazetted rank, if such persons have not completed 1 (one) year from the date of retirement, in connection with this Contract in any manner whatsoever without obtaining prior permission of the Client. If the Consultant is found to have contravened this provision, it shall constitute a breach of Contract, and Client shall be entitled to terminate the Contract and/ or avail any or all the remedies thereunder.

5.1.4 Team Lead:

The Consultant shall nominate a Team Lead, which shall, on receiving reasonable notice, present himself to the Contract Manager. Orders given by the Contract Manager or his representative to the Team Lead shall be deemed to have the same force as if given to the Consultant.

5.2 Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business

5.2.1 The Consultant must proactively keep the Client informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the Contract:

- 1 Where the Consultant is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the Contract:
  - (i) A new partner shall not be introduced in the partnership firm except with the previous written consent of the Client, which shall be granted only upon execution of a written undertaking by the new partner to perform the Contract and accept all liabilities incurred by the partnership firm under the Contract before the date of such undertaking.
  - (ii) On the death or retirement of any partner of the partnership firm before the complete performance of the Contract, the Client may, at his option, terminate the Contract for default as per the Contract and/ or avail any or all remedies thereunder.
  - (iii) If the Contract is not terminated as provided in Sub-clause (ii) above, notwithstanding the retirement of a partner from the partnership firm, that

partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Client in writing or electronically.

### 5.3 Obligation to Maintain Eligibility and Qualifications

The Contract has been awarded to the Consultant based on evaluation and scoring criteria stipulated in the RfQ-cum-RfP process based on eligibility and qualifications criteria stipulated therein. The Consultant is contractually bound to maintain compliance with all such criteria during the execution of the Contract. Any change which would vitiate the basis on which the Consultant was shortlisted or awarded the Contract should be pro-actively brought to the notice of the Client within 7 (seven) days of it coming to the Consultant's knowledge.

### 5.4 Description of Personnel

- 5.4.1 The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement of the Personnel are described in **Appendix-B**.
- 5.4.2 If additional work is required beyond the scope of the Services specified herein, the level of effort and/or staff assigned may be increased/adjusted in accordance with a “**Supplementary Work Order**”, provided that any staff assigned shall meet the minimum qualification criteria set forth in **Appendix-B** and any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the Contract Fee Ceiling and Yearly Fee Ceilings set forth in this Contract.
- 5.4.3 Further, if any specialist consultants or subject-matter experts are required to be engaged by the Consultant in respect of the Services, in addition to the Key Professional, the Consultant shall ensure that such Additional Personnel satisfy the minimum qualification criteria set forth in **Appendix-B**.
- 5.4.4 The Client reserves the right to require the Consultant to provide the curriculum vitae of any Additional Personnel and shall also have the right to verify any information provided (either in respect of the Additional Personnel or the Key Professional). The Consultant shall forthwith, and in any event, within a period of 7 (seven) days from the date of such request by the Client, provide such information and/or documents to the Client.
- 5.4.5 Daily attendance records of the deployed Personnel shall be maintained by the Consultant and shared with the Contract Manager or any person authorized by the Client. If the Contract Manager believes that the Consultant is not employing sufficient Personnel, as is specified or otherwise, for the proper execution of the Services, the Contract Manager shall issue a notice to the Consultant for remedial measures.
- 5.4.6 The Consultant shall forthwith, on receiving intimation to this effect, deploy the additional number Personnel as specified by the Contract Manager immediately, and failure on the part of the Consultant to comply with such instructions shall entitle the Client to suspend

payments as per Clause 10 of the GCC for the shortfall in performance or terminate the Contract and/ or avail all the remedies thereunder.

5.5 Removal of Personnel or Sub-consultants on directions of the Client

5.5.1 The Consultant shall, at the Client's written request, provide a replacement, if the Client finds that any of the Personnel:

- 1 commits severe misconduct or has been charged with having committed a criminal act; and/or
- 2 persists in any misconduct or lack of care; and/or
- 3 is found to be negligent, incompetent or incapable of discharging assigned duties; and/or
- 4 fails to comply with any provision of the Contract; and/or
- 5 based on reasonable evidence, is determined to have engaged breached the Code of Integrity during the execution of the Services.

5.5.2 The Consultant shall take immediate action as appropriate in response to any violation in the sub-Clause above. Such immediate action shall include removing (or causing to be removed) such Personnel or Sub-consultant from carrying out the Services.

5.5.3 Any replacement of the removed Personnel shall possess better qualifications and experience and be acceptable to the Client.

5.5.4 The Consultant shall bear all costs from or incidental to any removal and/or replacement of such Personnel.

5.6 Replacement of Personnel

5.6.1 The Consultant shall ensure that all the Key Professionals specified in Appendix B shall be available during the term of this Contract. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Professional, the Consultant shall forthwith, and in any event within a period of 30 (thirty) days from the date when the relevant Key Professional cease to be available for the performance of Services, provide as a replacement a person of equivalent or better qualifications; provided that during the term of this Contract, the Consultant may replace not more than 2 (two) Key Professionals and there shall be not more than 2 (two) replacements for any particular position.

5.6.2 In case of a critical vacancy, if the Consultant is unable to provide a permanent replacement within the aforementioned period, the Consultant shall, subject to approval by the Client, provide a temporary replacement for no more than 6 (six) months. The temporary resource

shall be of equivalent or better qualifications and the Consultant and shall be paid no more than 90% (ninety percent) of the Scheduled Rate of the personnel being replaced.

- 5.6.3 Permanent replacement of any Key Professional shall be subject to Client's approval, and for the first permanent replacement of Key Professional for a particular role, such permanent replacement shall be paid at 90% (ninety percent) of the Scheduled Rate of the Key Professional being replaced, and for a subsequent replacement for such role, the second permanent replacement Key Professional shall be paid at 80% (eighty percent) of the Scheduled Rate.
- 5.6.4 If the Client finds that any of the Personnel have committed misconduct or has been charged with having committed a criminal action, or if the Client has reasonable cause to be dissatisfied with the performance or conduct of any of the Personnel, then the Consultant shall, without any additional cost to the Client, at the Client's written request forthwith and in any event within a period of 3 (three) months from the date of the request by the Client provide as a replacement a person with qualifications and experience acceptable to the Client.
- 5.6.5 For the avoidance of doubt, it is clarified that the reduction in agreed rate in case of replacement of Key Professional under this Clause 5.6 shall not be applicable in case of changes in Key Professional pursuant to Clause 6.4.5.

## 5.7 Personnel of Consultant

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

## 6. **OBLIGATIONS OF THE CLIENT**

### 6.1 General

- 6.1.1 Unless otherwise specified in the Contract, the Client shall use its best efforts to
- 1 Issue instructions and information to its officials, agents, and stakeholders for prompt and effective implementation of the Services.
  - 2 Provide to the Consultant any other assistance as specified in the Contract.

- 3 Access to Site: The Client warrants that the Consultant shall have, free of charge, unimpeded access to the Site if such access is required for the performance of the Services

## 6.2 Assistance and Exemptions

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

- 1 by making available to the Consultant and the Personnel, for the performance of the Contract, free of any charge (unless otherwise stated therein), the Services, facilities, and property described in the – the Terms of Reference (**Appendix-A**), as per terms and conditions and against appropriate safeguards (including insurances, bank guarantee, indemnity bonds, retention money etc.) specified therein. The Consultant shall use such Services, facilities, and property only for the execution of the Contract and no other purpose whatsoever.
- 2 in obtaining work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services. The Client shall assist the Consultant in procuring necessary entry and exit visas, residence permits, exchange permits and any other documents required for stay in India of the Personnel and, if appropriate, their eligible dependents;
- 3 in arranging for prompt clearance through customs of any property reasonably required for the Services. For the avoidance of doubt, the Parties agree that any import duties and other costs and expenses in respect of such materials shall be borne solely by the Consultant and the Client shall in no manner be responsible for the same;
- 4 in arranging for the issuance to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

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

## 6.3 Payments

- 6.3.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by Clause 7 of the GCC.

6.4 Work Orders

- 6.4.1 The Client may, from time to time, in consultation with the Consultant, issue a Work Order requiring the Consultant to perform the work set out thereunder. The Client shall consult with the Consultant on the level of effort of the Key Professional and Additional Personnel, as applicable, required by the Consultant in respect of each Deliverable under the Work Order proposed to be issued by the Client and the division of such man-months or part thereof between the Key Professional and the Additional Personnel.
- 6.4.2 The Client shall also consult with the Consultant regarding identification of the Milestones in respect of each Deliverable under such proposed Work Order and the maximum fee payable in respect of each Milestone of every Deliverable to be specified in the Work Order. Each Work Order shall contain detailed provisions regarding the scope of Services, staffing level, quantum of work required from the Key Professional and the Additional Personnel, Deliverables and the Milestones in respect of each Deliverable under such Work Order, schedule for submission of Deliverables, the maximum fees payable in respect of each Milestone, Work Order Value and other such issues in respect of the Services to be performed by the Consultant.
- 6.4.3 The Consultant agrees and acknowledges that it would be obliged to effect the work set prescribed in any Work Order even if it disputes the quantum of work required from the Key Professional and the Additional Personnel or any other aspects set forth therein. Pending resolution of such dispute in accordance with Clause 12 of the GCC, the Client will pay for the Milestones achieved under such Work Order as per the terms thereof in the manner specified under this Contract.
- 6.4.4 In the event that the Yearly Fee Ceiling is increased pursuant to the issuance of any Work Order, the Performance Security shall be increased in a proportionate manner and the Consultant shall submit additional bank guarantees as Performance Security for such amount.
- 6.4.5 Without prejudice to Clause 6.4.1 of the GCC, the Client may by way of issuance of a supplementary work order reduce or modify the scope of work set out in an already issued Work Order (“**Supplementary Work Order**”). Such Supplementary Work Order shall contain detailed provisions regarding the impact of such variation on the scope of Services, staffing level, quantum of work required from the Key Professional and the Additional Personnel, Deliverables and the Milestones in respect of each Deliverable under such Work Order, schedule for submission of Deliverables, payment schedule, Work Order Value and other such issues in respect of the Services to be performed by the Consultant under such previously issued Work Order.
- 6.4.6 The Consultant agrees and acknowledges that a Supplementary Work Order issued under Clause 6.4.5 of the GCC shall be binding on it and it shall be required to perform the Services under the previously issued Work Order as it stands varied by such Supplementary Work Order even if the Consultant disputes the effect of such variation on the quantum of work

required from the Key Professional and the Additional Personnel as set forth in such previously issued Work Order.

6.4.7 Pending resolution of such dispute in accordance with Clause 12 below, the Client shall be only obliged to pay as per the terms of such Work Order as varied by the Supplementary Work Order.

6.4.8 In the event any Deliverable set forth in a Supplementary Work Order is one which was required to be performed in a latter Subsequent Year, the Yearly Fee Ceiling for such latter Subsequent Year shall stand reduced to the extent of the sum payable under such Supplementary Work Order.

6.4.9 The Consultant agrees and acknowledges that any correction/re-performance/ performance of defective or omitted Services or any Services required in view of default of the Consultant or any detailing of the Services which is required to be done in accordance with Good Industry Practices and Applicable Laws and in order to ensure that the Project meets the requirements of this Contract and functions in accordance with its intended purpose would be deemed to form part of the Services and not constitute a variation of the scope of Services.

#### 6.5 Change in Applicable Law

6.5.1 If, 3 (three) days prior to date of submission of the Proposal, there is any change in the Applicable Law with respect to Taxes which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by Contract between the Parties hereto, and corresponding adjustments shall be made to the Yearly Fee Ceilings, Contract Fee Ceiling, Yearly Contract Value Ceiling, Contract Value Ceiling, maximum OPE that may be claimed by the Consultant, as applicable.

6.5.2 The Parties agree and acknowledge that for the purposes of this Clause 6.5, Taxes shall mean only such Taxes payable in respect of the performance of the Services under this Contract and would exclude any taxes, imposts or levies, payable on income or profession by the Consultant, the Sub-Consultants or Personnel or for which any of them is obliged to account.

### 7. **PAYMENTS TO THE CONSULTANT**

#### 7.1 Payment Terms

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

7.1.2 The Consultant shall be entitled to raise an invoice on a monthly basis in respect of Services performed in the previous calendar month. The invoice shall be submitted in 3 (three) copies, and each invoice shall be accompanied by the following documents:

- 1 Progress report for the immediately preceding month;
- 2 Certification of the Milestone completion by Client. However, before obtaining milestone completion from the SPV, concurrence of NICDC may also be obtained
- 3 Details of the reimbursable OPE, with supporting documents;
- 4 Details of deployment of Personnel (including time-sheets and attendance records) and supporting documents.

The Consultant shall provide timesheets which shall, for each Personnel, demarcate the man-months or part thereof spent by such Personnel on each Milestone (including details of whether the Services performed relate to Milestones due for completion in the month for which the invoice is raised or whether such Services relate to pending Milestones, location of the Personnel during performance of the specific Services and such other information as may be prescribed by the Client from time-to-time).

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

- 1 In the event the Milestone scheduled for completion in the calendar month for which the invoice has been raised has been satisfactorily completed, the fees payable to the Consultant shall be equal to **the lower of**:
  - a. Fees payable based on actual deployment of the Key Professional and Additional Personnel for the Services to complete such Milestone, as calculated in accordance with Clause 7.1.7; and
  - b. Maximum fee payable in respect of such Milestone as specified in the applicable Work Order or Supplementary Work Order, as the case may be.
- 2 In the event the Milestone that was due for completion in the calendar month for which the invoice has been raised (as per the schedule provided in the Work Order or the Supplementary Work Order, as the case may be), has not been completed (either on account of reasons attributable to the Consultant or otherwise), the fees payable to the Consultant shall be 60% (sixty percent) of **the lower of**:
  - (i) the fees payable based on actual deployment of the Key Professional and Additional Personnel for the Services performed in relation to such Milestone, as calculated in accordance with Clause 7.1.7; or

(ii) Maximum fee payable in respect of such Milestone as specified in the applicable Work Order or Supplementary Work Order, as the case may be.

3 Upon satisfactory completion of Milestones referred to in sub-Clause 3 above, the fees payable to the Consultant shall be equal to:

**the lower of**

(i) fees payable based on actual deployment of the Key Professional and Additional Personnel for the Services to complete such Milestone, as calculated in accordance with Clause 7.1.7; and

(ii) maximum fee payable in respect of such Milestone as specified in the applicable Work Order or Supplementary Work Order, as the case may be;

**less**

the fees already paid to the Consultant in respect of such Milestone under previous monthly invoices.

7.1.4 Further, the Consultant agrees and acknowledges that the provisions of sub-Clauses (2) and (3) of Clause 7.1.3 shall be without prejudice to the Client's right to levy liquidated damages for delay and/or terminate this Contract;

7.1.5 The sums payable as reimbursement of OPE incurred by the Consultant shall be determined in the manner specified in Clause 7.2 of the GCC.

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

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

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

where:

M denotes man-months; and

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

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

The fees attributable to each Personnel on an actual deployment basis shall be equal to M multiplied by the Scheduled Rate applicable to such Personnel.

- 7.1.8 Unless the Client has raised a dispute in respect of any amounts claimed under an invoice, it shall be required to make payment in respect thereof within 60 (sixty) days of having received the invoice complete in all particulars with relevant supporting documents.
- 7.1.9 Subject to Clause 7.2 of the GCC, the Client shall reimburse the reimbursable out of pocket (direct) expenses at actuals provided an invoice for the same is accompanied with the necessary supporting documentation.
- 7.1.10 Subject to adjustment of the rates and Yearly Fee Ceilings in accordance with Clauses 1.8.1, 6.4, 6.5 and 7.1.9 of the GCC, Parties agree and acknowledge that at no time shall:
- 1 the fees payable pursuant to Clauses 7.1.2, 7.1.3 and 7.1.7 of the GCC together exceed the Contract Fee Ceiling, or in case of fees payable in respect of a Work Order or Supplementary Work Order for the First Year or any Subsequent Year, exceed the applicable Yearly Fee Ceiling;
  - 2 the aggregate sums (including reimbursable OPE) payable pursuant to Clauses 7.1.2, 7.1.3 and 7.1.7 of the GCC together exceed the Contract Value Ceiling, or in case of sums payable in respect of a Work Order or Supplementary Work Order for the First Year or any Subsequent Year, exceed the applicable Yearly Contract Value Ceiling.
- 7.1.11 The Parties agree and acknowledge that the Client have no obligation to make, and may withhold, any payment to the Consultant at any time when the Consultant is in material breach of any term or provision of this Contract. On the payment date next succeeding the date on which all such material breaches have been remedied, the Client shall make the payments withheld due to such breaches, less any amounts paid by or on behalf of the Client in an effort to remedy any such breaches or the costs incurred by the Client as a result thereof.

**Note: before certification of final milestone payment endorsement of completion certificate of the milestone deliverable to be taken from NICDC.**

7.2 Out of pocket expense

- 7.2.1 The Consultant agrees and acknowledges that it shall be entitled to reimbursement of OPE incurred in accordance with the terms of this Contract for performance of the Services at actuals;

Provided that in no event shall the Consultant be entitled to reimbursement of sum(s) greater than specified in **Appendix-E** (subject to adjustment of the maximum OPE specified in Appendix E in accordance with the express provisions of this Contract).

7.2.2 The Client shall not be liable to pay and the Consultant agrees and acknowledges that except for the expenses specifically listed in **Appendix-E** hereto (which shall be reimbursed in accordance with the terms of this Contract).

7.2.3 The Consultant shall be entitled to claim domestic travel expenses (airfare/ train fare) in accordance with the terms of this Contract only in respect of travel related to the performance of the Services undertaken in accordance with the instructions or prior approval of the Client.

7.3 Withholding and lien in respect of sums claimed

7.3.1 Whenever any claim or claims for payment of a sum of money arises against the Consultant, out of or under the contract, the Client shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from:

- 1 security or retention money, if any, deposited by the Consultant.
- 2 Any sum(s) payable till now or hereafter to the Consultant under the same Contract or any other contract with the Client if the security is insufficient or if no security has been taken from the Consultant.

7.3.2 Where the Consultant is a partnership firm or a limited company, the Client shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his capacity or otherwise.

7.3.3 It is an agreed term of the Contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is determined under Clause 12. The Consultant shall have no claim for interest or damages whatsoever on any account regarding such withholding or retention under the supra lien and duly notified to the Consultant.

7.3.4 Lien in respect of Claims in other contracts: Any sum of money due and payable to the Consultant (including the security deposit returnable to him) under the Contract may be withheld or retained by way of lien by the Client or Government against any claim of the Client or Government in respect of payment of a sum of money arising out of or under any other contract made by the Consultant with the Client or Government.

7.4 General

- 7.4.1 All payments under this Contract shall be made to the Consultant's accounts as may be communicated by the Authorised Representative of the Lead Member.
- 7.4.2 Unless otherwise specified in the Contract, any payment shall be made in Indian Rupees (₹).
- 7.4.3 Except for the final payment under Clause 7.5 of the GCC below, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations.
- 7.4.4 Unless instructed in writing by the Client, payments shall not be made for any extra Personnel deployed over and above what has been agreed under the terms of the respective Work Orders. However, if the Personnel deployed by the Consultant are less than those stipulated under the respective Work Orders, the Client shall have the right to make deductions based on the rates indicated for the un-deployed Personnel.
- 7.5 Final Payment
- 7.5.1 The final payment under this Clause shall be made upon submission of the Consultant's final invoice, following the expiration of the term specified in Clause 2.3. The invoice must be clearly identified as final and shall only be payable once it has been reviewed and approved as satisfactory by the Client.
- 7.5.2 The Client shall make the final payment after ensuring that the Consultant has discharged all its relevant obligations under the Contract, including –return of all Assets have been returned to the Client as per Clause 3.10 of the GCC.
- 7.5.3 The Services shall be deemed completed and finally accepted by the Client upon the issuance of a '**Client's Acceptance Certificate**' to the Consultant.
- 7.5.4 The Consultant shall submit a final invoice only after receipt of the '**Client's Acceptance Certificate**'. The final payment shall be made as per the following calculations after receiving a clear '**No Claim Certificate**' signed by the Consultant:
- 1 necessary adjustment for any payments already made or retained
  - 2 any deduction which may be made under the Contract,
  - 3 A complete account of all claims the Consultant may have on the Client, and the Client gave a certificate in writing that such claims are correct.
- 7.5.5 The final invoice shall be deemed approved by the Client as satisfactory 90 (ninety) calendar days after receipt of the final invoice by the Client unless the Client, within such 90 (ninety) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services or final invoice. The Consultant shall promptly make any necessary corrections, and the preceding process shall be repeated.

7.5.6 In the event any amount that the Client has paid is more than the amounts that were payable under the provisions of this Contract shall be reimbursed by the Consultant within 30 (thirty) days after receipt by the Consultant of notice thereof.

7.6 No Claim Certificate and Release of Contract Security

7.6.1 The Consultant shall submit a ‘**No Claims Certificate**’ to the Client in such form as shall be required by the Client after the Services are finally accepted and before the final payment/ Performance Security are released. The Client shall release the Performance Security without any interest if no outstanding obligation, asset, or payments are due from the Consultant.

7.6.2 The Consultant shall not be entitled to make any claim whatsoever against the Client under or arising out of this Contract, nor shall the Client entertain or consider any such claim, if made by the Consultant, after he shall have signed a ‘No Claims Certificate’ in favour of the Client. The Contactor shall be debarred from disputing the correctness of the items covered by the ‘No Claims Certificate’ or demanding arbitration.

7.7 Post Payment Audit

Notwithstanding the payment against the final invoice and release of final payment, the Client reserves the right to carry out within 180 (one hundred eighty) days of the final payment, a post-payment audit and/ or technical examination of the Services and the final invoice including all supporting vouchers, abstracts etc. If any over-payment to the Consultant is discovered due to such examination, the Client shall claim such amount from the Consultant.

7.8 Payment against time-bared claims

In accordance with the Limitation Act 1963, all claims against the Client shall be legally time-barred after three years calculated from when the payment falls due unless the payment claim has been under correspondence. The Client is entitled to, and it shall be lawful to reject such claims.

7.9 Commission and Fees

The Consultant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

8. Delivery of Services and Delays

8.1 Delivery of Services and the Works Plan

8.1.1 Before the commencement of the Services under a Work Order, the Consultant shall submit for approval of the Client a works plan showing the methods, schedule of delivery of Services, and deployment plans for Personnel, equipment and materials for the execution of the Services. The programme of delivery of Services amended as necessary by discussions with the Client shall be treated as the agreed works plan for the rendition of Services under the Work Order (“**Works Plan**”). The Services shall be carried out and monitored as per the agreed and approved Works Plan.

8.1.2 The Client shall direct the order in which the several components of the Services under the Work Order shall be provided, and the Consultant shall execute all directions of the Client given from time to time without delay. Still, the Consultant shall not be relieved thereby from responsibility for the due performance of the Services in all respects.

8.1.3 The Consultant shall deliver all Services and submit Deliverables as per the approved work plan in the manner specified in the Contract.

## 8.2 Progress Review

8.2.1 Subject to nuances set out under Section 6 (*Terms of Reference*), the Parties shall undertake the following steps to review the progress under the respective Work Orders:

- 1 **Kick-off Meeting**: The Client and the Consultant/ Team Lead shall meet at the beginning of the execution of the Work Order to ensure that the requirements of the Work Order are clearly understood by all concerned and that the contract management procedures are finalised.
- 2 **Periodic Reviews**: Unless otherwise decided by the Client and the Consultant’s Team Lead, periodic review meetings shall be held to review the pace of progress as compared to the Work Plan and remedial actions thereto.
- 3 **Deliverables Reviews**: The Client and Consultant/ Team Lead may hold other meetings to review and approve specific Deliverables or phases as maybe specified in the Work Plan.

## 8.3 Time of Delivery of Services is of Essence of the Contract:

8.3.1 The time for delivery of Services shall be deemed to be the essence of the Contract. Subject to any requirement in the Contract as to the completion of any portions or portions of the Services before completion of the whole, the Consultant shall fully and finally complete the whole of the Services comprised in the Contract as per the Delivery and Completion Schedule stipulated in Section 6 (*Terms of Reference*).

8.3.2 If at any time during the currency of the Contract, the Consultant encounters conditions hindering the timely performance of Services; the Consultant shall promptly inform the Client in writing about the same and its likely duration.

8.3.3 The Consultant may request to the Client for an extension of the Work Plan not less than 1 (one) month before the expiry of the date fixed for completion of the Services. Client may agree to extend the Work Plan, with or without liquidated damages and denial Clause, by issuing an amendment to the Contract in term of Clause 8.4 below.

8.4 Extension for Excusable Delay Not Due to Consultant

8.4.1 If in the opinion of the Consultant, the progress of Services has at any time been delayed due to the following reasons, then within 15 (fifteen) days of such event causing delay, the Consultant shall give notice thereof in writing to the Client, but shall nevertheless undertake the efforts make good the delays and to proceed with the Services:

- 1 Proceedings taken or threatened by or dispute with external third-parties arising otherwise than from the Consultant's own default; or
- 2 Delay authorized by the Client pending resolution of any dispute between he Parties; or
- 3 Any delay by the Client in the performance of its obligations under the Contract which has an impact on the timely performance of obligations by the Consultant.

8.4.2 The Consultant may also indicate the period for which the Services are likely to be delayed and ask for a necessary extension of time. On receipt of such request from the Consultant, the Client shall consider the same and grant such extension of time as, in its opinion, is reasonable regarding the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for work carried forward to the extended period. The same rates, terms, and conditions as the original Work Order shall apply during the extended period.

8.5 Extension of Time for Inexcusable Delay Due to Consultant

8.5.1 If the Consultant fails to deliver the Services within the fixed/ extended period for reasons other than those stipulated in Clause 8.4 above, the Client may, if satisfied that the Service delivery can still be completed within a reasonable time, extend the period further.

8.5.2 On such extension, the Client shall be entitled, without prejudice to any other right and remedy available to the Client under the terms of this Contract, to recover from the Consultant liquidated damages as per Clause10 below.

8.5.3 Provided further that if the Client is not satisfied that the service can be completed by the Consultant within a reasonable time or in the event of failure on the part of the Consultant to complete the Service within the extension of time allowed under Clause 8.5.2, the Client shall be entitled without prejudice to any other right or remedy available under the Contract, to treat the delays as a breach of Contract and avail any or all the remedies hereunder, whether or not actual damage is caused by such default.

8.6 Extension of Time for Concurrent Delay Due to Both Parties

8.6.1 If the Client determines that two or more events responsible for delay overlap each other, and that such delays are concurrently attributable to both – the Client and the Consultant, the proportion for extension of time as per Clause 8.4 or 8.5, shall be determined by plotting each contributing concurrent delay on the critical path for the performance of Services.

9. **SUSPENSION BY THE CLIENT**

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

9.2 The Client may at any time, following a suspension under this Clause 9, give notice to the Consultant to proceed with the Services which are the subject of the suspension. Upon receipt of such notice, to the extent that any remobilisation is required, the Consultant shall ensure that such remobilisation is achieved within such reasonable period as may be mutually agreed between the Parties.

9.3 Any period of suspension under Clause 9.1 shall not exceed 45 (forty-five) days from the date of issue of the notice of suspension in a single instance and 60 (sixty) days in aggregate in a period of 365 (three-hundred and sixty five) days and if either of the limits are exceeded, the Consultant may notify the Client requiring the Client to hold discussions for mutually agreeing a schedule for resumption of Services.

9.4 Any costs reasonably incurred by the Consultant as a direct result of suspension (including any costs for demobilisation and remobilisation of Personnel) under Clause 9.1 shall be reimbursed by the Client to the Consultant upon receipt of an invoice therefor in respect of each month in which such costs were incurred. The Consultant shall use its best efforts to mitigate and minimise the costs and expenses it incurs as a result of such suspension.

9.5 Without prejudice its rights under Clause 2.5.1 of the GCC, the Client shall have the right to direct suspension of the Services or any part thereof in the event of any default or breach of any requirement of this Contract by the Consultant for such time that the Consultant continues to be in default or breach of such requirement of the Contract and in case of such suspension, the Consultant shall not be entitled to claim any costs arising out of such suspension.

10. **LIQUIDATED DAMAGES**

10.1 If the Consultant fails to achieve the relevant Milestones within the time-period specified in the concerned Work Order or Supplementary Work Order, except to the extent that (i) such delay is solely on account of Force Majeure affecting the Consultant, or (ii) any breach or

default of the Client, the Consultant shall pay to the Client, as fixed and agreed liquidated damages, (and not as penalty) at the rate of 0.5% (zero decimal point five percent) of the applicable Yearly Fee Ceiling for every week of delay in the delivery of the concerned Milestone.

10.2 The aggregate maximum of liquidated damages payable to the Client under this Clause shall be subject to a maximum of 10% (ten percent) of the Yearly Fee Ceiling for the First Year or any Subsequent Year. The Consultant acknowledges that the terms, conditions and amounts fixed pursuant to this Clause 10 for liquidated damages are reasonable, considering the losses and costs that the Client will incur in the event of the Consultant's failure to provide each Deliverable within the period specified therefore.

10.3 The Parties hereby agree that the liquidated damages amounts specified herein are a genuine pre-estimate of the damages likely to be incurred by the Client and shall be without prejudice to the Client's right to terminate this Contract under Clause 2.5.1 of the GCC.

10.4 The Parties agree and acknowledge that liquidated damages, if any, accruing during the First Year or any Subsequent Year, shall be payable on an annual basis at the end of the First Year or the relevant Subsequent Year, as applicable (except in case of forfeiture of the Performance Security upon termination of the Contract in which event such liquidated damages for delay shall be recoverable from the termination payment, if any, payable to the Consultant).

10.5 Liquidated damages shall be recovered from payments due to the Consultant and/or be paid to the Client by the Consultant within a period of 30 (thirty) days from the date of notification of liquidated damages payable by the Consultant.

10.6 Any failure or delay by any Sub-Consultant, though their engagement may have been sanctioned by the Client, shall not be admitted as a ground for any extension of time or for exempting the Consultant from liability for any such loss or damage as aforesaid.

10.7 Denial Clause

10.7.1 For delays covered under Clause 8.5 above, no increases in Scheduled Rates and/or OPE on account of any statutory increase or fresh Imposition of any Taxes leviable in respect of the Services stipulated in the Contract which takes place after the original Milestone date shall be admissible on such of the said Services, as are delivered after the said date; and

10.7.2 Nevertheless, the Client shall be entitled to the benefit of any decrease in Scheduled Rates and/or OPE on account of reduction in or remission of any Taxes, which takes place after the expiry of the original delivery date.

11. **REPRESENTATIONS, WARRANTIES AND DISCLAIMER**

11.1 The Consultant represents and warrants to the Client that:

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

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

## 12. RESOLUTION OF DISPUTES

- 12.1 This Contract shall be governed by and be construed and interpreted in accordance with Indian law and subject to Clause 12.2 below, the courts of Mohali, Punjab, India shall have exclusive jurisdiction over all matters arising out of or relating to this Contract.

- 12.2 If any dispute or difference of any kind whatsoever arises between the Parties in connection with or arising out of or relating to or under this Contract, including disputes related to its validity, interpretation, breach or termination (“**Dispute**”), the Parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement.
- 12.3 In the event no amicable resolution or settlement is reached within a period of 30 (thirty) days from the date on which the Party raising the Dispute notifies the same to the other Party, either Party may refer such Dispute for arbitration.
- 12.4 The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the Parties; {provided that in case the Consultant is a joint venture consortium, the arbitrator agreed between the Lead Member and the Client shall be deemed to have been appointed by the Lead Member on behalf of all the Members}. In case of failure of the Parties to mutually agree on a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each of the Client and the Consultant shall appoint one arbitrator {(in case the Consultant is a consortium, the arbitrator designated by the Lead Member shall be deemed to have been jointly appointed by all Members)} and the two arbitrators so appointed shall jointly appoint the third arbitrator.
- 12.5 The seat of arbitration shall be Mohali, Punjab and the arbitration shall be conducted in the English language.
- 12.6 The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The Parties shall use their reasonable efforts to facilitate the conduct of the arbitration proceedings in an expeditious manner and the award rendered by the arbitral tribunal shall be final and binding on the Parties.
- 12.7 In case of a sole arbitrator, the costs and expenses of the sole arbitrator shall be shared equally between the Parties and in case the arbitral panel consists of three arbitrators, each Party shall bear the cost of the arbitrator appointed by it and the costs of the third/presiding arbitrator shall be shared equally between the Parties, provided that the arbitral tribunal shall have the power to make an order in respect of costs.
- 12.8 The Parties agree that nothing contained herein shall restrict or impair the power of the arbitral panel to make an award in respect of the costs and expenses of the arbitral proceedings and the apportionment thereof.
- 12.9 Notwithstanding any provision to the contrary in this Contract, the Parties agree that any Dispute involving claims exceeding Rs. 10,00,00,000 (Rupees ten crores) shall not be resolved through arbitration but shall be adjudicated by the jurisdictional courts.

### 13. **Code of Integrity**

#### 13.1 The Code

- 1 The Consultant shall, and shall ensure that the Sub-Consultant and Affiliate of the foregoing and Personnel, observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, anti-competitive practice, coercive practice, undesirable practice, conflict of interest, or obstructive or restrictive practice or act or omit to act in a manner prejudicial to the interests of the Client or the Project during the Selection Process or while performing its obligations (collectively, “**Prohibited Practices**”).
  - 2 Notwithstanding anything to the contrary contained in this Contract, the Client shall be entitled to terminate the Contract forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant or the Sub-Consultants or Affiliates of the foregoing or Personnel, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Contract (including in course of performance under or pursuant to this Contract).
  - 3 In such an event, the Client shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Client towards, inter alia, time, cost and effort of the Client, without prejudice to the Client’s any other rights or remedy hereunder or in law.
  - 4 Without prejudice to the rights of the Client under Clause 13.1 of the GCC and the other rights and remedies which the Client may have under this Contract or at law, if the Consultant or any Sub-Consultants or Affiliates of the foregoing are found by the Client to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Contract, the Client shall be entitled to blacklist the Consultant and the Consultant shall not be eligible to participate in any tender (including but not limited to any request for proposal) issued during a period of 2 (two) years from the date the Consultant/any Sub-Consultants or Affiliate is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- (a) “**Corrupt practice**” means the:

- (i) offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process

For removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with Selection Process or LoA or dealing with matters concerning this Contract, or any official of the Government or the State Government or the [State SPV/City SPV/Nodal SPV] before or after the execution thereof (including in course of performance under or pursuant to this Contract), at any time prior to the expiry of 1 (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) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of this Contract, as the case may be, any person in respect of any matter relating to the Project or the LoA or this Contract, who at any time has been or is a legal, financial or technical adviser to the Client in relation to any matter concerning the Project;
- (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in the Selection Process or to secure the Contract, or in the execution of the Contract;
- (c) **“Anti-competitive practice”** means any collusion, proposal-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Applicants, with or without the knowledge of the Client, that may impair the transparency, fairness, and the progress of the Selection Process or to establish bid prices at artificial, non-competitive levels;
- (d) **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Client under or pursuant to the Contract;
- (e) **“Conflict of Interest”** means:
- (i) Participation by an Applicant or any of its Affiliates who are involved in the other contracts to which this procurement is linked;
- (ii) The Applicants and their Affiliates being a part of more than one Proposal in the Selection Process; or
- (iii) Personnel of the Applicant or their Affiliates having a relationship or financial or business transactions with any official of Client who are directly or indirectly related to the Selection Process or execution process of the Contract; or
- (iv) improper use of information obtained by the Applicants from the Client with an intent to gain unfair advantage in the Selection Process or for personal gain;
- (f) **“Obstructive practice”** means to materially impede Client’s investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or concealing evidence material to the investigation; or by making false statements to investigators and/ or by

coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding the Client's rights of an audit or access to information;

- (g) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process or the process of selection of persons for the execution of various components of the Project; or (ii) offering or attempting to offer to any third person any material or other benefit which such person is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Selection Process or during the execution of this Contract; and

13.1.1 For the purposes of Clause 13.1 of the GCC, where the Consultant is a Consortium of Members, the reference to an Affiliate of Consultant shall be deemed to mean an Affiliate of any of the Members.

13.1.2 The decision of the Client as to any matter or thing concerning or arising out of Clause 2.4.2 of the GCC or any other question whether the Consultant or any partner of the Consultant firm has committed a default or breach of any of the conditions shall be final and binding on the Consultant.

### 13.2 Obligations for Proactive Disclosure

The Applicants are obliged under this Code of Integrity to suo-moto proactively declare any violation of the Code of Integrity (pre-existing or as and as soon as these arise at any stage) in the Selection Process or execution of the Contract. Failure to do so shall amount to a violation of this Code of Integrity.

All Applicants must declare any previous transgressions of a similar code of integrity during the last 3 (three) years or of being under any category of debarment by the Central Government or the Ministry/ Department of the Client from participation in Selection Processes. Failure to do so shall amount to a violation of this Code of Integrity.

### 13.3 Misdemeanour

An Applicant shall be deemed to have committed a misdemeanour, either directly or indirectly, at any stage of the Selection Process or during the execution of resultant Contracts, if they:

- 1 Violate the Code of Integrity mentioned in Clause 13.1 of the GCC above or the Integrity Pact included in the RfQ-cum-RfP;
- 2 Engage in any misconduct, including but not limited to:

- (i) Non-performance or abandonment of the Contract;

- (ii) Violation of the conditions of the RfQ-cum-RfP or Performance Security requirements.
- 3 Is convicted of an offence under:
  - (i) The Prevention of Corruption Act, 1988; or
  - (ii) The Bharatiya Nyaya Sanhita, 2023, or any other law in force, for causing loss of life or property or posing a threat to public health during the execution of a public procurement contract.
- 4 Is determined by the Government of India to pose concerns related to national security or display doubtful loyalty to the country
- 5 Employs a government servant who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence in a position where he could corrupt government servants or employs a government officer within 1 (one) year of their retirement, who has had business dealings with them in an official capacity before retirement.

#### 13.3.2 Penalties for Misdemeanour

Without prejudice to and in addition to the rights of the Client to other remedies as per the RfQ-cum-RfP or the Contract, if the Client concludes that any Applicant, directly or through an agent has committed a misdemeanour in competing for the RfQ-cum-RfP or in executing the Contract, the Client shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

- 1 if the Proposals are under consideration in any procurement
  - (i) encashment of Bid Security.
  - (ii) calling off any pre-Contract negotiations and;
  - (iii) rejection and exclusion of Applicants from the Selection Process
- 2 if the Contract has already been awarded
  - (i) Termination of Contract under Clause 2.5 of the GCC and availing all remedies prescribed thereunder;
  - (ii) Encashment and/ or forfeiture of Bid Security;

- (iii) Recovery of payments, including advance payments, if any, made by the Client along with interest thereon at the prevailing bankrate;

3 Remedies in addition to the above: In addition to the above penalties, the Client shall be entitled, and it shall be lawful on his part, to:

- (i) File information against the Applicant (or any of its successors) with the Competition Commission of India for further processing in case of anti-competitive practices;
- (ii) Initiate proceedings in a court of law against the Applicant (or any of its successors) under the Prevention of Corruption Act, 1988 and/or the Bharatiya Nyaya Sanhita, 2023 and/or any other law for transgression not addressable by other remedies listed in this sub-Clause.
- (iii) Remove the Applicant (or any of its successors) from the list of registered suppliers for a period not exceeding 2 (two) years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the removal period.
- (iv) Initiate suitable disciplinary or criminal proceedings against any individual or staff found responsible.
- (v) Debarment of the Applicant from participation in future procurements without prejudice to Client's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm. In the case of a Consortium, all its Members shall also stand similarly debarred.

## 14. MISCELLANEOUS

### 14.1 Assignment and Charges

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

### 14.2 Indemnity

14.2.1 The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation to the extent related to or arising out of, whether directly or indirectly:

- 1 the breach by the Consultant of any obligations under this Contract;
- 2 the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client;
- 3 death or bodily injury to any person (including any third party attributable to any act, omission, breach, default or negligence of the Consultant or any personnel of the Client) or loss of or damage to any property of the Client or any third party (collectively “**Indemnified matter**”)

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

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

#### 14.3 Waiver

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

#### 14.4 Communication

##### 14.4.1 Communications

- 1 All communications under the Contract shall be served by the parties to each other in writing, in the Contract's language, and must be sent by hand, reputed pre-paid commercial courier, registered post or by facsimile.
- 2 The communication shall be deemed to be delivered
  - (i) if personally delivered, when delivered,
  - (ii) 3 (three) days after dispatch if sent within India by courier and five (5) days after dispatch if sent internationally by courier,
  - (iii) 7 (seven) days after mailing, if sent by registered post, postage prepaid and
  - (iv) if sent by facsimile, when successfully transmitted (with electronic evidence of receipt).
- 3 No communication shall amount to an amendment of the terms and conditions of the Contract, except a formal letter of amendment of the Contract expressly so designated.
- 4 Such communications would be an instruction, a notification, an acceptance, a certificate from the Client, or a submission or a notification from the Consultant. A notification or certificate required under the Contract must be communicated separately from other communications.

#### 14.4.2 Persons signing the Communications

For all purposes of the Contract, including arbitration, thereunder all communications to the other party shall be signed by:

- 1 **On behalf of the Consultant:** The person who has signed the Contract on behalf of the Consultant shall sign all correspondences. A person signing communication in respect of the Contract or purported to be on behalf of the Consultant, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the Consultant. If it is discovered at any time that the person so signing has no authority to do so, the Client reserves its right, without prejudice to any other right or remedy, to terminate the Contract for default in terms of the Contract and/ or avail any or all the remedies thereunder and hold such person personally and/ or the Consultant liable to the Client for all costs and damages arising from such misdemeanours.
- 2 **On behalf of the Client:** Unless otherwise stipulated in the Contract, the Contract Manager or any other authorized officer shall administer the Contract and sign communications on behalf of the Client. Paying Authorities mentioned in the Contract shall also administer respective functions during Contract Execution.

- 3 **Address of the parties for sending communications by the other party:** For all purposes of the Contract, including arbitration, thereunder, the address of parties to which the other party shall address all communications and notices shall be:
- (i) The Consultant's address as mentioned in the Contract, unless the Consultant has notified change by a separate communication containing no other topic to the Client. The Consultant shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and
  - (ii) The Client's address shall be the one mentioned in the Contract. The Consultant shall also send additional copies to officers of the Client presently dealing with the Contract.
  - (iii) In case of communications from the Consultant, copies of communications shall be marked to the Contract Manager and the Client's officer signing the Contract and as relevant to the Client. Unless specified before the Contract's start, the Client and the Consultant shall notify each other if additional copies of communications are to be addressed to additional addresses

#### 14.4.3 Severability

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

#### 14.5 No Partnership

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

#### 14.6 Language of the Contract

This Contract has been executed English, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract. However, the language of any printed literature furnished by a Consultant may be written in any other language provided a certified translation accompanies the same in English. For purposes of interpretation, English translation shall prevail.

14.7 The Entire Contract

This Contract and its documents (*Contract Documents and Precedents*) constitute the entire Contract between the Client and the Consultant and supersede all other communications, negotiations, and Contracts (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or Contract not outlined in this Contract.

14.8 Relationship between the Parties

14.8.1 The Parties to the Contract are the Consultant and the Client, as nominated in the Contract.

14.8.2 Nothing contained herein shall be construed as establishing a relationship in the nature of master and servant or principal and agent between the Client and the Consultant.

14.8.3 The Consultant, subject to this Contract, is legally the main principal/ master of the Experts and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

14.8.4 Authority of Lead Member: In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the Contract to act on their behalf in exercising all the Consultant's rights and obligations towards the the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

14.8.5 Authorised Representative: Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the Contract.

14.8.6 Good Faith: The Parties shall act in good faith concerning each other's rights under this Contract and adopt all reasonable measures to ensure the realization of the objectives of this Contract. The Consultant shall always act, in respect of any matter relating to this Contract or the Services, as a faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

14.9 Exclusion of Implied Warranties etc.

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

14.10 Contract to Override Other Contracts

The Contract supersedes all previous Contracts or arrangements between the Parties (except any Contracts or arrangements which form part of this Contract), including any memorandum

of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.

14.11 Survival

Limitation of Liability (Clause 2.5.6), Confidentiality (Clause 3.3), Indemnity (Clause 14.2), Governing Law (Clause 5 of the Cover Agreement) and Dispute Resolution (Clause 12), and any other provisions of this Contract which have been expressly stated to or which by their nature should survive the termination or expiry of this Contract, shall survive any termination or expiry of this Contract. Further, any termination or expiry of this Contract shall be without prejudice to the rights and obligations of the Parties under law or any rights accrued prior to the date of such termination or expiry.

14.12 Counterparts

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

### 3. Format 3: Special Conditions of Contract (SCC)

The Clause numbers referenced below correspond to the respective Clauses in the GCC. Each SCC is intended to supplement and modify the corresponding GCC Clause

GCC Clause	Amendments of, and Supplements to, Clauses in General Conditions of Contract
1.7	<p>The following shall be incorporated in Clause 1.7 of the GCC:</p> <p>The Lead Member is [<i>to be inserted by the Client</i>].</p>
1.5	<p>The following shall be the Authorized Representative:</p> <p>For the Client (i.e., the Contract Manager): [<i>to be inserted by the Client</i>]</p> <p>For the Consultant: [<i>to be inserted by the Client</i>]</p>
2.1	<p>The Effective Date under Clause 2.1 of the GCC shall be: [<i>To be inserted by the Client</i>]</p>
2.3	<p>The following shall be added in Clause 2.3 of the GCC:</p> <p>The initial term of the Contract shall, unless terminated earlier, expire on the date that is 1 (one) year from the Effective Date (“<b>First Year</b>”). The Consultant agrees and acknowledges that the Client may at its sole discretion, not less than 30 (thirty) days prior to the end of the First Year or each Subsequent Year, as applicable, notify the Consultant of an extension of the term of this Contract in which event the term of the Contract shall be automatically extended by a further period of 1 (one) year, in which event the Consultant shall perform the Services at the Scheduled Rates stipulated hereunder and subject to the terms and conditions set forth in this Contract. Such right of automatic year by year extension at the Client’s option may be exercised not beyond an aggregate term of <b>3(three)</b> years (taking into account the First Year).</p> <p>“<b>Subsequent Year</b>” shall mean each period of 1 (one) year commencing from the first anniversary of the Effective Date. The Consultant agrees and acknowledges that in the event the Milestones scheduled for completion in the First Year or a Subsequent Year, as the case may be, are not completed within such year, the Client may, without prejudice to its rights and remedies under this Contract and under law, extend the period of this Contract solely with respect to such Milestones; however any such extension of this Contract in respect of any pending Deliverables shall not ipso facto entitle the Consultant to be granted a Work Order or Supplementary Work Order in respect of any other Services.</p> <p>The Client may seek an extension of the term of this Contract, after expiry of a period of 3 (three) years from the Effective Date, and such extension shall be on such terms as</p>

	may be mutually agreed between the Parties.
2.5.6	<p>The following shall be added in Clause 2.5.6 of the GCC:</p> <p>(a) In any event, neither Party shall be liable for any special, incidental, punitive, exemplary or consequential damages arising out of or in connection with the Contract entered between the Parties.</p> <p>(b) The aggregate liability of either Party, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Value, provided that this limitation shall not apply to:</p> <p>(i) Any obligation or claim arising out of or in connection with any third party claim of IPR infringement; and;</p> <p>(ii) In the event of any gross negligence or willful misconduct on part of either Party, as finally judicially determined by a court of competent jurisdiction.</p> <p>(c) This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties (i.e. any person other than the Client or the Consultant) caused by the Consultant or any person or firm acting on behalf of the Consultant (including Sub-Consultants and Personnel) in carrying out the Services, including by way of indemnity to the Client.</p>
3.6	<p>The risks and the coverage shall be as follows:</p> <p>a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultant or its Personnel or any Sub Consultants or their Personnel for the period of consultancy.</p> <p>b) Third Party liability insurance with a minimum coverage, for ₹ 10,00,000/ (Rupees Ten Lakh) for the period of consultancy.</p> <p>c) Professional Liability Insurance - The Consultant will maintain at its expense Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India and included in the list of General Insurers (Non-Life) approved by the Insurance Regulatory and Development Authority (IRDA), for a period of 5 (five) years beyond the expiry or termination of the Contract and commencing from the Commencement Date, for an amount not less than the Contract Fee Ceiling. The Client shall be designated as a beneficiary in the professional liability insurance procured by the Consultant. In the event the</p>

	<p>Consultant does not intend to procure a separate professional liability insurance policy in respect of this Contract, the Consultant’s general professional liability insurance policy shall procure endorsement of Client’s name as a beneficiary for an amount not less than the Contract Fee Ceiling. The Consultant shall submit the entire policy document for the Professional Liability Insurance.</p> <p>The indemnity limit in terms of “<b>Any One Accident</b>” (AOA) and “<b>Aggregate limit on the policy period</b>” (AOP) should not be less than the amount stated in the Contract. In case the Consultant is a Consortium, the policy should be in the name of the Consortium / association entity and not by the Members</p> <p>d) Employer’s liability and workers’ compensation insurance shall be in respect of the Key Personnel and Additional Personnel of the Consultant and personnel of any Sub-Consultant, in accordance with the relevant provisions of Applicable Law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of Services and remain effective as per relevant requirements of Contract.</p> <p>e) Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.</p>
2.5.4(4)	<p>The following provisions shall be added as Clause 2.5.4(4) of the GCC:</p> <p>The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Contract, in the form set out under Format 5 of Section 7 of the RfQ-cum-RfP, in an amount equal to 5% (five percent) of the Yearly Fee Ceiling for the First Year.</p> <p>Further, in the event the term of this Contract is extended, the Consultant shall at least 15 (fifteen) days prior to the commencement of every Subsequent Year or at least 30 (thirty) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to 5% (five percent) of the sum of the Yearly Fee Ceiling for the applicable Subsequent Year and the Yearly Fee Ceiling for the previous Subsequent Year(s) and/or the First Year, as the case may be.</p> <p>The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the</p>

event the Consultant is a Consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Contract and the other Members.}

The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (sixty) days from the date of submission of the last Deliverable under this Contract. If the Client shall not have received an extended/replacement Performance Security in accordance with this Clause 6.5 atleast 30 (thirty) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Consultant of its obligations under this Contract until such time as the Client shall receive such an extended/replacement Performance Security whereupon, subject to the terms of this Contract, the Client shall refund to the Consultant the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Contract, in //which case only the balance amount remaining shall be returned to the Consultant; provided that the Client shall not be liable to pay any interest on such balance.

The Client shall return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/replacement thereof. Subject to satisfactory completion of all Deliverables under this Contract, the Performance Security shall, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of 180 (one hundred eighty) days from the date of submission of the last Deliverable under this Contract.

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

- (a) the Consultant becomes liable to pay liquidated damages;
- (b) occurrence of any of the events listed in sub-Clauses (1) through (11) of Clause 2.5.1of the GCC;
- (c) any material breach of the terms hereof; and/or

#### 4. Format 4: List of Appendices to the Contract

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

Appendix A	Terms of reference containing, inter-alia, the Description of the Services and reporting requirements.
Appendix B	Key Personnel, Resource Pool and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key Personnel, resource pool.
Appendix C	Approach and methodology.
Appendix D	Duties of the Client.
Appendix E	Cost Estimate.
Appendix F	“Conformed Document” which incorporates all the changes, modifications and results of the contract discussion.
Appendix G	Copy of Letter of Award.
Appendix H	Copy of letter of Award/ acceptance by consultant.
Appendix I	Copy of Bank Guarantee for Performance Security.
Appendix J	Clarifications.
Appendix K	Hours of work for Consultants’ Personnel.
Appendix L	Correspondences.

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

**[To be finalized by the Client]**

RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

Contract No \_\_\_\_\_; Date \_\_\_\_\_

Consultant's Name \_\_\_\_\_

*[This Appendix shall include the final Terms of Reference (TORs), and Work Schedule and Planning of Deliverables, worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, specific tasks that require prior approval by the Client.]*

Terms of Reference

Work Schedule and Planning for Deliverables

**Appendix B: Key Personnel, Resource Pool and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key Personnel, resource pool**

**[To be finalized by the Client]**

RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

Contract No \_\_\_\_\_; Date \_\_\_\_\_

Consultant's Name \_\_\_\_\_

*[Insert a table based on Form 4L of the Applicant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

*[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Assignment Site; entitlement, if any, to leave pay; public holidays in the Client that may affect Applicant's work; etc. Make sure there is consistency with Form 4L. In particular: one month equals 22 (twenty-two) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]*

### Appendix C: Approach and methodology

*[To be finalized by the Client]*

RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

Contract No \_\_\_\_\_; Date \_\_\_\_\_

Consultant's Name \_\_\_\_\_

*[This Appendix shall include the final Approach and Methodology, worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, specific tasks that require prior approval by the Client.]*

## **Appendix D: Duties of the Client**

*[To be finalized by the Client]*

## Appendix E: Cost Estimate

*[To be finalized by the Client]*

RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

Contract No \_\_\_\_\_; Date \_\_\_\_\_

Consultant's Name \_\_\_\_\_

### 1. Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on the Applicant's Proposal and reflect any changes agreed upon at the Contract negotiations, if any. The footnote shall list such changes made at the negotiations or state that none has been made.]

2. [When the Consultant has been selected under the Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations, also add the following: "The agreed remuneration rates shall be stated in the attached Annex to Appendix C. This Annex shall be prepared based on the Breakdown of Remuneration Rates submitted by the Consultant and incorporating any amendments agreed upon during negotiations.]

**Annex to Appendix E: Breakdown of Agreed Fixed Rates in Consultant's Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who shall be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Rate per Working Month/Day/Hour)

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Allowance	Agreed Fixed Rate <sup>1</sup> in Figs	Agreed Fixed Rate in Words
<b>Home Office</b>									
<b>Away from Home Office</b>									

1 Expressed as a percentage of 1

2 Expressed as a percentage of 4

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name and Title: \_\_\_\_\_

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

*[To be inserted basis the outcome of the negotiations]*

### Appendix G: Copy of Letter of Award

**[To be inserted basis the final Letter of Award]**

RfQ-cum-RfP No. RFP No./ xxxx; Tender Title: Consultancy Services

Date:

**To,**  
**[Name of Company]**  
**[Address]**

**Subject:** Request for Qualification – Cum – Request for Proposal (RFQ – Cum – RFP) for \_\_\_\_\_  
\_\_\_\_\_ – Issuance of Letter of Award (LOA) – regarding.

Dear Sir,

1. Kindly refer to your Proposal number \_\_\_\_\_ dated \_\_\_\_\_, regarding Selection of Consultant to act as a Programme Manager for New Cities (PMNC) for **Infrastructure Development of IMC Rajpura in Punjab under AKIC Project.**
- 2.
3. In this regard, we wish to inform you that the Competent Authority has approved your company as Consultant for \_\_\_\_\_ and the project is being awarded to you at the quoted price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) including taxes.
4. You are requested to submit a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the consultant of its obligations under this Contract as per Clause No. Clause 2.5.4(4) of the Special Conditions of Contract of the RfQ – cum – RfP and in the Format 5 of Section 7 of the RfQ – cum – RfP, for an amount equal to **\_\_\_\_\_ percent (\_\_\_%)** of the awarded price of the contract as per Para – 2 above.
5. Also, you are required to procure the following insurance policies as per Clause No. 3.6 of the Special Conditions of Contract of the RfQ – cum – RfP.
  - a. Third Party motor vehicle Liability Insurance.
  - b. Third Party Liability Insurance.
  - c. Professional Liability Insurance.
  - d. Employer’s Liability and Workers’ compensation Insurance.
  - e. Any other insurance.

6. The above required documents must be submitted within 2 (two) weeks from the date of this letter.
7. As per Clause No. 11.1.1 (2) of the RfQ – cum – RfP, you are requested to sign and return the duplicate copy of the Letter of Award (LoA) in acknowledgement thereof, within seven (7) days of receipt of LoA.

Kindly acknowledge the receipt of this letter.

Thanking you,  
*For,* National Industrial Corridor  
Development Corporation Limited

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**Appendix H: Copy of letter of Award/ acceptance by consultant**

*[To be inserted basis the copy of acceptance of final Letter of Award by the Consultant]*

**Appendix I: Copy of Bank Guarantee for Performance Security**

*[To be inserted basis the performance security submitted by the Consultant]*

## Appendix J: Clarifications

*[To be inserted basis the outcome of the negotiations]*

**Appendix K: Hours of work for Consultants' Personnel**

*[To be inserted basis the outcome of the negotiations]*

## **Appendix L: Correspondences**

*[To be inserted basis the outcome of the negotiations]*

**5. Format 5: Format for Performance Security**

(The Bank Guarantee shall be on a Stamp Paper of appropriate value in accordance with Stamp Act and shall be purchased in the name of the guarantee issuing Bank or the Party on whose behalf the BG is being issued.)

Bank Guarantee No.....

Date.....

To  
CEO & Managing Director,  
NICDC Punjab Industrial Corridor development Corporation Limited .,  
PUDA Bhawan, Sector 62, Sahibzada Ajit Singh Nagar, Punjab - 160062.  
Tel No: 01722215501  
Email: ceomd-NPICDCL@punjab.gov.in

Whereas M/s.....with its Registered/ Head Office at..... (name and address of the Consultant, hereinafter called “the Consultant”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken, in pursuance of Contract no ..... date..... to delivery ..... (description of Services) (hereinafter called “the Contract”).

And Whereas you (unless repugnant to the context or meaning thereof, including your successors, administrators, executors and assigns) have stipulated in the said Contract that the Consultant shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the Contract;

And Whereas we ..... with our Head Office at..... (name and address of the Bank, hereinafter referred to as the ‘Bank’, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) have agreed to give the Consultant such a bank guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the Contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, notwithstanding any difference between you and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the Consultant's.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the .....day of .....20.....

Our.....branch at.....\*(Name & Address of the .....\*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....\* branch a written claim or demand and received by us at our .....\* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....  
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

*\*Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/Services or at the concerned district headquarters or the state headquarters.*