

Reference Number: *T/3/2024-Sect-NICDC/EF 6522*

NICDC

National Industrial Corridor Development Corporation Limited

National Competitive Bidding

**Engagement of Consultant to act as a
Knowledge Partner
for
Development and Management of
Industrial Corridors Projects in India**

REQUEST FOR QUALIFICATION

CUM

REQUEST FOR PROPOSAL

11th November, 2024

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

National Industrial Corridor Development Corporation Limited

8th Floor, Tower-1, LIC, Jeevan Bharti Building,
Connaught Place, New Delhi – 110001

Email: contactus@nicdc.in



Notice Inviting Tender (NIT)

National Competitive Bidding (NCB)

Reference Number: T/3/2024-Sect-NICDC/EF 6522

**RfQ-cum-RfP for Engagement of Consultant to act as a Knowledge Partner for
Development and Management of Industrial Corridors Projects in India**

Govt of India has recently approved 12 (twelve) Industrial Corridor Projects under the National industrial Corridor Development Programme. National Industrial Corridor Development Corporation (“NICDC”) Limited, an autonomous body under Department for Promotion of Industry and Internal Trade (“DPIIT”), Govt. of India is entrusted for coordinated implementation of these projects.

To effectively manage and monitor these projects, NICDC invites “RfQ-cum-RfP” from interested bidders for the assignment titled “*Engagement of Consultant to act as a Knowledge Partner for development and management of Industrial Corridors Projects in India*”. The salient features of the project including key dates, eligibility criteria and prescribed formats for submission can be accessed from RfQ- cum-RfP document uploaded on the websites <https://www.gem.gov.in> and <https://www.nicdc.in>

Interested and eligible applicants are requested to submit their **online responses** to the RfQ-cum-RfP at <https://www.gem.gov.in> on or before **3:00 pm (IST), 26.12.2024 (Thursday)**.

Sd/-
CEO & MD,
NICDC Ltd.

DISCLAIMER

1. This RfQ-cum-RfP is neither an agreement nor an offer by the National Industrial Corridor Development Corporation Limited (“**NICDC**”) to any of the prospective applicants or any other persons. The purpose of this RfQ-cum-RfP is to provide information to any interested Applicants that may be useful to them in the formulation of their proposal pursuant to this RfQ-cum-RfP.
2. Neither NICDC 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 NICDC 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 NICDC 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 NICDC 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 NICDC or their employees, any associated agencies or otherwise arising in any way from the selection process for the Assignment. NICDC will also not be liable in any manner, whether resulting from negligence or otherwise, however caused arising from reliance by any Applicant upon any statements contained in this RfQ-cum-RfP.
4. NICDC will not be responsible for any delay in receiving the proposals. The issuance of this RfQ-cum-RfP does not imply that NICDC is bound to select or appoint an Applicant, as the case may be, for the Assignment, and NICDC 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. NICDC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted their proposals. NICDC reserves the right to issue another EOI/ RFP for the same or similar Assignment before the award of the contract. NICDC 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 NICDC 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. NICDC 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

Government e Marketplace & website of NICDC and 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 NICDC. No other Government or NICDC'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.

Table of Contents

Section 1: Letter of Invitation.....	8
Section 2: Instructions to Applicants.....	10
1. Background.....	10
2. The RfQ-cum-RfP	10
2.1 Basic Tender Details.....	10
2.2 General	10
2.3 Conflict of Interest.....	11
2.4 Dispute Resolution	13
2.5 Proposal Validity	13
2.6 Brief description of the Selection Process	13
2.7 Right to reject any or all Proposals.....	14
2.8 Acknowledgement by Applicant	14
2.9 Clarification and Amendment of RfQ-cum-RfP.....	15
2.10 Pre-Bid Meeting	16
2.11 Payment Terms.....	16
3. Bid Security	16
4. Eligibility of Applicants	18
5. Preparation of Proposal	22
5.1 Language of the Proposal	22
5.2 Acquaintance with the Local Conditions and Factors	22
5.3 Cost of preparation and submission of Proposals.....	22
5.4 Interpretation of Provisions of the RfQ-cum-RfP	23
5.5 Alternate Proposals are not Allowed.....	23
5.6 Proposal.....	24
6. Proposal Opening	31
7. Modification, Resubmission and Withdrawal of Proposals	31
7.1 Modification & Resubmission.....	31
7.2 Withdrawal	31
8. Evaluation of Proposals and Award of Contract	31
8.1 General Norms.....	31
8.2 Evaluation of Proposals.....	33
9. Discrepancies between Technical and Financial Proposal	37
10. Negotiations.....	38
10.1 Invitation to Negotiate.....	38

10.2	Verification of Original Documents	38
10.3	Availability of Key Personnels:.....	38
10.4	Technical Negotiations	39
10.5	Financial Negotiations	39
10.6	Conclusion of Negotiations	39
11.	Award of Contract	40
11.1	Letter of Award (Acceptance - LOA) and Signing of the Contract.....	40
12.	Grievance Redressal/Complaint Procedure	41
13.	Code of Integrity in Public Procurement, Misdemeanours and Penalties	42
14.	Confidentiality	43
15.	Miscellaneous	43
16.	Tentative schedule for Selection Process	44
Section 3: Data Sheet.....		45
Annexure – I: Parameters for Evaluation of Pre-Qualification		47
Annexure – II: Parameters for Evaluation of the Technical Proposal		51
Annexure – III: Parameters for Qualification and Competence of Key Personnel (Core Team)		55
Annexure – IV: Parameters for Evaluation of the Financial Proposal		56
Section 4: Prequalification and Technical Proposal - Standard Forms		57
Form 4A:		58
Form 4B:.....		63
Form 4C:.....		65
Form 4D:		66
Form 4E:.....		72
Form 4F:		74
Form 4G (I):		76
Form 4G (II):		78
Form 4H:		80
Form 4I:.....		83
Form 4J:.....		85
Form 4K:		86
Form 4L:.....		88
Form 4M:.....		89
FORM 4N:.....		91
FORM 4O:.....		92
Form 4P:		93
Form 4Q:		94
Form 4R:.....		101
Form 4S		102

Section 5: Financial Proposal - Standard Forms	103
Form 5A:	104
Form 5B-1:	105
Form 5B-2(a):	106
Form 5B-2(b):	107
Form 5C:	108
Form 5D	109
Form 5E	110
Section 6: Terms of Reference	111
Section 7: Standard Form of Contract	123
1. Format 1: Form of Contract	124
2. Format 2: General Conditions of Contract (GCC)	130
3. Format 3: Special Conditions of Contract (SCC)	180
4. Format 4: List of Appendices to the Contract	184
5. Format 5: Format for Performance Security	198

Section 1: Letter of Invitation

New Delhi

Date: 11th November 2024

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. The 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 Till date Trunk infrastructure (roads & utilities, STP, CETP, WTP, command & control center, administrative building, area landscaping etc.) has been completed in 4 (four) projects namely, Dholera, Ahmedabad in Gujarat; Shendra-Bidkin, Chhatrapati Sambhaji Nagar in Maharashtra; Integrated Industrial Townships in Greater Noida, Uttar Pradesh & Vikram Udyogpuri, Ujjain in Madhya Pradesh. Land allotment for industrial and mixed use is in progress in these projects.
- 1.3 Four (04) more projects under construction comprise of 2 (two) industrial areas in Tumakuru, Karnataka and Krishnapatnam, Andhra Pradesh. EPC contractors have been appointed in both. Two more under construction projects are, IMLH (Integrated Multimodal Logistics Hub), Nangal Chaudhary, Haryana and MMLH & MMTH (Multimodal Logistics Hub & Multimodal Transport Hub), Greater Noida, UP. Both IMLH and MMLH projects are being developed under PPP mode. MMTH is a transportation hub project for NCR, having both EPC and PPP components.
- 1.4 The Government of India has recently approved 12 (twelve) more Industrial Corridor Projects in Aug, 2024. These 12 (twelve) projects cover the length and breadth of the country which are less served industrial areas requiring planned industrialization. 6 (six) projects are in AKIC – 2 (two) in UP (Agra & Prayagraj) & 1 (one) each in Bihar (Gaya), Uttarakhand (Khurpia), Haryana (Hisar) & Punjab (Rajpura Patiala). 2 (two) projects fall under DMIC – Rajasthan (Jodhpur-Pali – Marwar region) & Maharashtra (Dighi port industrial area). 2 (two) projects in AP – VCIC (Kopparthy) & HBIC (Orvakal). 1 (one) project each in Telangana - HNIC (Zaheerabad) & Kerala - CBIC Extn. (Palakkad).
- 1.5 National Industrial Corridor Development Corporation (“**NICDC**”) Limited, an autonomous body under Department for Promotion of Industry and Internal Trade (“**DPIT**”), Govt of India has been set up for coordinated implementation of the NICDP. 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 the National Industrial Corridor Development and Implementation Trust (“**NICDIT**”) (formerly, DMIC Trust), all Project SPVs and the State Government agencies for the implementation of the NICDP.
- 1.6 To effectively manage and monitor the progress of the 12 (twelve) newly approved projects under the NICDP, the appointment of a Knowledge Partner (“**KP**”) has been deemed essential by NICDC. The KP will be responsible for monitoring the overall execution of these projects, ensuring alignment and coordination between various stakeholders, including the Project Management Consultants (“**PMC**”) which have been previously appointed as well as which will

be appointed for the remaining projects out of total 12 (twelve) projects to ensure adequate monitoring, coordination and the overall execution of the respective projects.

- 1.7 With the aforesaid background, NICDC invites proposals from reputed & eligible applicants for the Assignment entitled **“Engagement of Consultant to act as a Knowledge Partner for development and management of Industrial Corridors Projects in India”**.

2 **Critical Data Sheet:**

- 2.1 Interested Applicants may download the RfQ-cum-RfP online from the following websites: (i) Government E-Marketplace – “<https://www.gem.gov.in>”, or NICDC’s official website – “<https://www.nicdc.in/>” (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.	11-11-2024
2.	Last date of receiving queries/requests for clarification.	18-11-2024
3.	Pre-bid Meeting.	21-11-2024
4.	Uploading of responses to pre-bid queries.	27-11-2024
5.	Last Date for submission of the Proposal.	26-12-2024

- 3 **Objective:** The objective of this RfQ-cum-RfP is to engage a consultant to act as a Knowledge Partner (KP) for the effective development, management, monitoring, and reporting of the sanctioned projects being developed under the NICDP. The KP will be responsible for monitoring the overall execution of these projects, ensuring alignment and coordination between various stakeholders, including the Project Management Consultants (PMC) which have been previously appointed as well as which will be appointed for the remaining projects out of total 12 projects 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:**

Section 1	–	Letter of Invitation
Section 2	–	Instructions to Consultants
Section 3	–	Data Sheet
Section 4	–	Technical Bid – Standard Forms
Section 5	–	Financial Bid – Standard Forms
Section 6	–	Terms of Reference
Section 7	–	Standard Form of Contract
Appendices	–	Other relevant information, forms and formats

- 5 **Clarifications:** All clarifications/ corrigenda/ addenda will be published only on the Official Websites mentioned above.

Yours sincerely,

**CEO & MD,
National Industrial Corridor Development Corporation Ltd.**

Section 2: Instructions to Applicants

1. Background

- 1.1 The Government of India has embarked on a transformative journey to revolutionize the country's industrial landscape through the approval of 12 (twelve) Industrial Smart Nodes under the National Industrial Corridor Development Programme (“**NICDP**”). With a significant investment, this ambitious initiative is poised to create a “Grand Necklace” of Industrial Smart Cities, strategically located along the backbone of the Golden Quadrilateral. This development is a cornerstone of the broader vision of “Viksit Bharat” (Developed India), aimed at fostering industrial growth, creating employment opportunities, and enhancing India's role in global value chains.
- 1.2 National Industrial Corridor Development Corporation (“**NICDC**”) Limited, a Special Purpose Vehicle, has been set up for coordinated implementation of the NICDP. 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 12 (twelve) newly sanctioned projects under the NICDP, the appointment of a Knowledge Partner (“**KP**”) has been deemed essential by NICDC. The KP will be responsible for monitoring the overall execution of these projects, ensuring alignment and coordination between various stakeholders, including the Project Management Consultants which have been previously appointed as well as which will be appointed for the remaining projects out of total 12 (twelve) projects to ensure adequate monitoring, coordination and the overall execution of the respective projects.
- 1.4 With the aforesaid background, NICDC 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 Knowledge Partner (KP) Consultant For Development and Management of Industrial Corridors Projects in India”.

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 Knowledge Partner 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 Knowledge Partner 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 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 New Delhi, 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.
- 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 in term 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, the Government e-Marketplace (“**GeM Portal**”) 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 7 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 through the GeM Portal. 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 GeM 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 Meeting 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 Pre-Bid meeting. 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 Applicant 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 “ **National Industrial Corridor Development Corporation Limited**”, valid for 45 (forty five) days from the date of Proposal opening, payable at New Delhi, 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 GeM 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: National Industrial Corridor Development Corporation Ltd

Bank Name: Central Bank of India

Account Number: 3382758503

IFSC Code: CBIN0280298

Branch Name: Hotel Ashok, Chanakyapuri

- 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 30% (thirty 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% (twenty five 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 Applicants(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 GeM Portal

The Client is neither a party nor a principal in the relationship between the Applicant and the organization hosting the GeM Portal. Applicants must comply with the rules, regulations, procedures, and implied conditions/ agreements of the GeM 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 GeM Portal shall prevail except mentioned otherwise in this 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 GeM Portal

- 1 Proposals must be uploaded on the GeM 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.

- 4 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) .
- 5 Originals of the Bid Security instrument (Bank Guarantee, DD etc.), all Power of Attorneys & Joint Bidding Agreement must be physically submitted sealed in double cover at the venue & time mentioned in Section 3 (*Data Sheet*) on or before the PDD. 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.
- 6 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.
- 7 All Proposals uploaded by the Applicant to the GeM 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 Applicant 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. Applicant 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.
 - (f) Ongoing consulting assignments can be submitted with detail of progress supported by suitable documents. However, assignments completed up to 80% (eighty percent) or more shall only be considered for evaluation and the marks awarded for such assignments shall only be 80 % (eighty percent) of maximum marks. The Applicant shall provide the proof that the assignment 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.
- 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) In case of a Consortium/JV, the Project Director shall be from the lead member of the Consortium/JV.
 - (j) The Proposed Key Personnel should possess good working knowledge of English language.
 - (k) 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.
 - (l) 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 KP 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 KP 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 Personnels and resource pool, as per forms prescribed in this RfQ-cum-RfP.
 - 8 The breakup of the remuneration of Key Personnels 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 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 in the GeM 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 initiated 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 on the GeM Portal, 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: National Industrial Corridor Development Corporation Ltd

Bank Name: Central Bank of India

Account Number: 3382758503

IFSC Code: CBIN0280298

Branch Name: Hotel Ashok, Chanakyapuri

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 NICDC.
- 12.2 Within 5 (five) working days of receipt of the complaint, NICDC 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 NICDC 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 New Delhi 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:

S. No.	Description of the event	Date
1.	Date of the issuance of the RfQ-cum-RFP.	11-11-2024
2.	Last date of receiving queries/requests for clarification.	18-11-2024
3.	Pre-bid Meeting.	21-11-2024
4.	Uploading of responses to pre-bid queries.	27-11-2024
5.	Last Date for submission of the Proposal.	26-12-2024

Section 3: Data Sheet

DATA SHEET

Reference	Description
Clause 2.2.1	The name of Client is: “ National Industrial Corridor Development Corporation Limited (NICDC) ”
Clause 2.2.1	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 Knowledge Partner (KP) for the effective development, management, monitoring, and reporting of the sanctioned projects being developed under the NICDP. The KP will be responsible for monitoring the overall execution of these projects, ensuring alignment and coordination between various stakeholders, including the Project Management Consultants (PMC) which have been previously appointed as well as which will be appointed for the remaining projects out of total 12 (twelve) projects 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.
Clause 2.10.1 and 2.10.2	Date, time and address of venue of Pre-bid meeting – Date & Time: 21st Nov 2024 (Thursday) at 03:00 pm Venue: National Industrial Corridor Development Corporation 8th Floor, Tower-1, LIC, Jeevan Bharti Building, Connaught Place, New Delhi - 110001
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 - Date & Time: 18th Nov 2024 (Monday) up to 06:30 pm Address: National Industrial Corridor Development Corporation 8th Floor, Tower-1, LIC, Jeevan Bharti Building, Connaught Place, New Delhi – 110001 Email: contactus@nicdc.in
Clause 5.6.3	Bid Validity- 120 days
Clause 5.6.6(5)	Venue for receiving the Bid Security, Power of Attorney’s and Joint Bidding Agreement- National Industrial Corridor Development Corporation

	8th Floor, Tower-1, LIC, Jeevan Bharti Building, Connaught Place, New Delhi - 110001
Clause 6	Date & time of the opening for opening of the Proposals – 26th Dec 2024 (Thursday) at 03:30 PM
Clause 6	The Tender Inviting Officer in Clause 6 shall mean to refer to the CEO & MD, NICDC
Clause 12	NICDC as mentioned in Clause 12 shall mean to refer to the CEO & MD of NICDC
-	The preferential procurement policies of Government of India, being – Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended from time-to-time); and Public Procurement (Preference to Make in India, Order 2017) (as amended from time-to-time), shall be applicable to the extent possible.

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 experience* of the applicant:</p> <p>As a sole applicant or lead member of a Joint venture/Consortium should have completed at least one project of working as a Programme Management or Project Management Consultant during last Ten (10) years preceding the PDD, for the planning & supervision, project development and implementation of industrial estates/ special economic zones / special investment zones/ area development plans for an area not less than Ten (10) square kilometers.</p> <p>In the above projects, Programme Management/ Project Management consultant experience of at least - Three (3) out of Six (6) different infrastructure components in a single project in the last Ten (10) years 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"> i. Roads and Bridges ii. Water Supply and Sewerage network iii. STP/CETP/WTP iv. ICT infrastructure v. Storm water Drainage vi. Power substation incl. Distribution network 	<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>
	And			
1b	Specific experience* of the applicant:	NA	NA	Must meet requirement

S. No.	Minimum Qualification Criteria	Single Entity	JV/Consortium	
			Lead Member	Other Member
	<p>As the other member of a Joint venture/Consortium should have completed at least one project of working as a Programme Management or Project Management Consultant during last Ten (10) years preceding the PDD, for the planning, project development and implementation of industrial estates/ special economic zones / special investment zones/ area development plans for an area not less than Two (02) square kilometers.</p> <p>In the above projects, Programme Management/ Project Management consultant experience of at least - Three (3) out of Six (6) different infrastructure components in a single project in the last Ten (10) years preceding PDD, will be considered for the purpose of qualification.</p> <p>The infrastructure components that would be considered include:</p> <ol style="list-style-type: none"> i. Roads and Bridges ii. Water Supply and Sewerage network iii. STP/CETP/WTP iv. ICT infrastructure v. Storm water Drainage vi. Power substation including Distribution network 			At least one (01) No. of project
	<p><i>*Note: 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. Inability to produce the certificate will result in rejection/non-consideration of that project for evaluation.</i></p>			

S. No.	Minimum Qualification Criteria	Single Entity	JV/Consortium	
			Lead Member	Other Member
2	<p>The Sole Applicant or any member of the Consortium should have successfully executed/completed the projects in capacity of the Programme Management/ Project Management Consultant during last Ten (10) years preceding the PDD for Infrastructure Development Programme either of the following:</p> <p>(i) Three (03) similar completed services with the consultancy fees of not less than Rs 20 Crore each; or</p> <p>(ii) Two (02) similar completed services with the consultancy fees of not less than Rs 25 Crore each; or</p> <p>(iii) One (01) similar completed service with the consultancy fees of not less than Rs 40 Crore.</p> <p>For the sake of clarity, similar works shall mean implementation of trunk infrastructure works for industrial estates or parks / special economic zones / special investment zones/ area development plans.</p>	Must meet requirement	Must meet requirement of all members combined	Must meet requirement of all members combined
3	<p>Turnover: Minimum average annual turnover of at least ₹ 100 Crore, out of which at least ₹ 50 Crore should be from Consultancy Service Contracts, calculated as total certified payments received for contracts in progress or completed within the last five (05) years.</p> <p>Bidder shall furnish documentary evidence to demonstrate their current financial capability as per above Criteria.</p>	Must meet requirement	Must meet requirement of all members combined	Must meet requirement of all members combined
4	Should have operational offices (project/branch/regional) in at least 10 different countries. Bidder shall	Must meet requirement	Must meet requirement	NA

S. No.	Minimum Qualification Criteria	Single Entity	JV/Consortium	
			Lead Member	Other Member
	furnish the list, address and contact details of all such offices.			
5	<p>Bidder should have experience in providing project / program management consultancy services in at least 10 large scale infrastructure projects (each with a construction cost greater than ₹ 2,000 Crore) outside India, completed in past 10 years from the date of PDD.</p> <p>For the sake of clarity, large infrastructure projects shall mean implementation of infrastructure works in road, rail, ports, airports, industrial estates or parks and SEZs.</p>	Must meet requirement	Must meet requirement	NA

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.

- 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. *All 10 projects should be located in 10 different countries outside India and should be completed in all respects. Client certificates shall be furnished by the Applicants.*

Annexure – II: Parameters for Evaluation of the Technical Proposal

1. The evaluation committee (“**Evaluation Committee**”) appointed by NICDC will carry out the technical evaluation of Proposals on the basis of the evaluation criteria and points system indicated below.
2. Evaluators 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><u>Similar experience related to the Assignment</u></p> <p>The applicant should have completed at least one (1) similar project of providing Programme Management Consultancy (PMNC) or Project Management Consultancy (PMC) during the last ten (10) years preceding the PDD, to the concerned sovereign entity/ authority/ agency entrusted with the responsibility of development /implementation of Industrial Parks/ Investment region/SEZs.</p> <p>Applicant shall submit three (03) completed projects during the last ten (10) years preceding the PDD, to attain maximum marks under this category.</p>	8
A2	<p><u>Experience in Programme /Project Management for National / State level Infrastructure development programme/ projects</u></p> <p>The applicant shall have, over the last ten (10) years preceding the PDD, undertaken at least two (02) such completed assignments for infrastructure projects on behalf of any Central / State Government agency /private entities for infrastructure development programme/ projects</p> <p>Minimum size of each eligible programme / project package should be at least ₹ 2,000 Cr.</p> <p>Applicant shall submit three (03) completed projects during the last ten (10) years preceding the PDD, to attain maximum marks under this category.</p>	6
A3	<p><u>General experience in Project Development Advisory Consultancy Services</u></p> <p>The applicant should have undertaken during the last ten (10) years preceding the PDD, at least two (02) similar projects of providing Project Development Advisory services for major infrastructure projects like Industrial townships/ special economic zones / investment regions/area development, Integrated real estate development.</p> <p>These projects should have infrastructure components like roads & utilities, power substation, water supply network, solid waste management and sewage treatment plants.</p> <p>The cumulative consultancy Fee of two (02) eligible project shall be ₹ 50 Crore.</p>	2
A4	<p><u>International experience</u></p> <p>The applicant should have undertaken during the last ten (10) years preceding the PDD atleast one (01) project outside India providing Programme Management Consultancy (PMNC) or Project Management Consultancy (PMC) or Infrastructure development</p>	2

	programme/ projects for Industrial townships/ special economic zones / investment zones/Area development with components like roads & utilities, power substation, water supply network, solid waste management and sewage treatment plants. Applicant shall submit two (02) projects to attain maximum marks under this category.	
A5	<u>Experience in Advanced Manufacturing & Innovation (Industry 4.0)</u> 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 one (1) major infrastructure projects. Applicant shall submit two (02) projects to attain maximum marks under this category.	2
A	Sub-Total	20
B	<u>Adequacy of the proposed work plan and methodology in response to the TOR</u> 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: <ul style="list-style-type: none"> • Technical Approach and methodology • Work Plan • Organization and Staffing 	30
B	Sub-Total	30
C1	Qualification and competence of the core team for the Assignment.	50
C	Sub-Total	50
Total Marks		100

4. For Sl. no. A1 to A5 above, the completed project shall also mean ongoing consulting assignments. However, assignments 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 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.
5. The evaluation committee may ask the Applicants for a presentation to understand their approach and Methodology and pre-experience of undertaking similar assignment.
6. 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. NICDC reserves the right to verify the credentials / contents of the “Client Certificate”.
7. For the purpose of evaluation, the **Programme Management Consultancy (PMNC/PgMC) and Project Management Consultancy (PMC)** shall mean experience of providing multi-dimensional advisory services to a client assisting the Client in managing the whole programme, which could inter alia include the following indicative list:

- (a) Project planning, budgeting, supervision, monitoring, reporting and coordination
 - (b) Drafting and Documentation including internal and external correspondences, tenders, appraisal of proposals received by the client.
 - (c) Preparation of Technical/ planning / feasibility studies /DPRs for the project
 - (d) Bid process management for selection of EPC contractor/ PMCs.
 - (e) Monitoring and construction supervision of trunk infrastructure implementation works.
 - (f) Assisting the client in co-ordination with various stakeholders such as Govt agencies / bodies in obtaining requisite approvals for the project implementation.
 - (g) Bidding out different packages to implementation agencies.
 - (h) Implementing a Document Control System which is cloud based.
 - (i) Implementing real-time Dashboard for monitoring and reporting project progress
8. 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 regions/area development, Integrated real estate development (having components like power substation, water supply network, solid waste management and sewage treatment plants), power plants, ports, airports, railways, highways, expressways, integrated water supply, waste treatment projects.
9. For the purpose of evaluation, **Project Development advisory services** shall mean preparation of master planning (Preparation or review services) along with design of infrastructure and utility services for major infrastructure development programme/ projects in sectors like Industrial townships/ special economic zones / special investment zones/area development, Integrated real estate development (having components like power substation, water supply network, solid waste management and sewage treatment plants), power plants , ports, airports, railways, highways, expressways, integrated water supply, waste treatment projects.
10. 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:
- (j) respond to important aspects of RFQ–cum-RFP and the Terms of Reference; or
 - (k) if it fails to achieve the Minimum Technical Score.
11. 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	Project Director/ Team Leader	20
2	Project Controls, Planning and MIS Manager	6
3	Urban Development Expert	6
4	Contracts Expert	6
5	Infrastructure Specialist – Civil	4
6	Infrastructure Specialist – Power Supply	4
7	Infrastructure Specialist – Public Health Engineering	4
	TOTAL	50

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

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

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.

Note: In case of any discrepancy, the formula mentioned above will prevail and supersede the formula as mentioned in the GeM portal.

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 back page if stand-alone document), minimum 11 font size, A4 paper size, inclusive of graphics

Section 1 - Specific experience of the firm(s) related to this assignment. In addition to requisite information as requested in this RfQ-cum-RFP, indicate the projects where the consortium firms/ individuals/ sub consultants have successfully worked 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

**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,
National Industrial Corridor Development Corporation
8th Floor, Tower-1, LIC, Jeevan Bharti Building
New Delhi

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

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 dutybound 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 therein, 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 us to 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 uptoin favour of in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's cheque/ Payment online/ Bank Guarantee 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 in case 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 NICDC, 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 NICDC 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 NICDC to 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:

[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 profiles 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:

S. No.	Financial Year	Annual Turnover of Applicant (₹)
1	2019-2020	
2	2020-2021	
3	2021-2022	
4	2022-2023	
5	2023-2024	
Average Annual Turnover		<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.*
- 2. In case the Consultant does not have a statutory auditor, it may provide the certificate from a practicing-chartered accountant.*

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:

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]..... (hereinafter referred to as the **“First Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

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

AND

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

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

WHEREAS,

- (A) National Industrial Corridor Development Corporation Limited, (hereinafter referred to as the **“NICDC”** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the **“Applications”**) by its Request for Qualification-cum-Request for Proposal No.... dated(the **"RfQ-cum-RfP"**) for appointment as Knowledge Partner for Development and Management of Industrial Corridor Projects in India (the **“Consultancy”**).
- (B) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RfQ-cum-RfP

and other bid documents in respect of the Consultancy, and

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services (“**Contract**”) with the NICDC 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 NICDC 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 NICDC 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 NICDC shall have the right to release payments solely to the Lead Member and the NICDC 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 into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental

authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Authorised Representation

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

9. Termination

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

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 NICDC.

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

SIGNED, SEALED AND DELIVERED

(Signature)

(Name)

(Designation)

For

(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:

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 Knowledge Partner for Development and Management of Industrial Corridor Projects by National Industrial Corridor Development Corporation Limited (“NICDC”) 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 NICDC, representing us in all matters before the NICDC, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the NICDC 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 NICDC.

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:

Whereas the National Industrial Corridor Development Corporation Limited (NICDC) has invited proposals from applicants for appointment as Knowledge Partner for Development and Management of Industrial Corridor Projects in India, (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 NICDC, 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 NICDC.

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

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

For
(Signature Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

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

Witnesses:

- 1.
- 2.

Notes:

- 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.*
- 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,
National Industrial Corridor Development Corporation Limited

[Complete address of the National Industrial Corridor Development Corporation Limited (“NICDC”)]

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

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 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 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 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 of20.....
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. I*
- 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,
National Industrial Corridor Development Corporation Limited ("NICDC")

Ref: RfQ-cum-RfP No. RFP No./ xxxx;

Tender Title:

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 NICDC 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 NICDC:
 - (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 NICDC.

(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,
National Industrial Corridor Development Corporation
8th Floor, Tower-1, LIC, Jeevan Bharti Building,
Connaught Place
New Delhi - 110001

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

RfQ-cum-RfP dated [insert date and month] 2024 for Knowledge Partner Consultant For Development and Management of Industrial Corridor Projects in India

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 Knowledge Partner For Development and Management of Industrial Corridor Projects in India (“**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 National Industrial Corridor Development Corporation Limited (“**NICDC**”) will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to NICDC any additional information it may deem necessary or

- require for supplementing or authenticating the Proposal.
4. We acknowledge the right of NICDC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
 5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
 6. We declare that:
 - a. We have examined and have no reservations to the RfQ-cum-RfP, including any Addendum issued by the NICDC;
 - b. We do not have any conflict of interest in accordance with the terms of the RfQ-cum-RfP;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RfQ-cum-RfP, 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. We further certify

that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RfQ-cum-RfP.

11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/Managers/employees.
12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NICDC in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. We agree and understand that the Proposal is subject to the provisions of the RfQ-cum-RfP. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our Proposal is not opened or rejected.
14. In the event of our being selected as the Consultant, we agree to enter into a Contract
15. In accordance with the contract prescribed in the RfQ-cum-RfP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
16. We have studied RfQ-cum-RfP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by Client or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of consultancy.
17. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us
18. We agree and undertake to abide by all the terms and conditions of the RfQ-cum-RfP.

We acknowledge that NICDC 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:

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

- 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), 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:

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 National Industrial Corridor Development Corporation Limited ("NICDC") 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 NICDC. For example, administrative support, office space, etc., if any }

Note: Notwithstanding to the comments and suggestions mentioned hereinabove, NICDC reserves the right to accept or reject the same and such comments/suggestions shall not be binding upon NICDC 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:

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 National Industrial Corridor Development Corporation Limited (“**NICDC**”)), 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

Form 4L:

Team Composition and Task Assignments

RfQ-cum-RfP No. RFP No./ xxxx;

Tender Title:

Consultant's Name _____

[Address and Contact Details]

Consultant's Reference No. _____

Date.....

Note to Consultants: RfQ-cum-RfP indicates key Personnel (Managers/ Supervisors/ Executives/ Specialists/ Technicians) and the number of non-key staff required to perform the services to the required performance standards and quality. The consultant shall quote the cost of these personnel in the Financial Proposal.

No.	Name	Expert's input (in person-months) per each Deliverable										Total Time Input (in Months)
		Position	Location	D-1		D-2		D-3		D-n	
KEY PERSONNEL												
											Subtotal	
RESOURCE POOL												
											Subtotal	

Form 4M:

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

RfQ-cum-RfP No. RFP No./ xxxx;

Tender Title:

Consultant’s Name _____

[Address and Contact Details]

Consultant’s Reference No. _____

Date.....

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

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. }

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{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 NICDC.

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:

Key Personnel	Year 1	Year 2	Year 3	Total
Project Director	12	12	12	36
Project Controls, Planning and MIS Manager	12	10	10	32
Urban Development Expert	12	12	12	36
Contracts Expert	12	12	12	36
Infrastructure Specialist – Civil	9	6	6	21
Infrastructure Specialist – Power Supply	9	6	6	21
Infrastructure Specialist – Public Health Engineering	9	6	6	21
Total	75	64	64	203

FORM 40:

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

RfQ-cum-RfP No. RFP No./ xxxx;

Tender Title:

#	Functional Role/Discipline	Senior	Associate	Total person months per year
1	Urban Planner	1	3	4
2	Transport Planner	0	0	0
3	Highway Design Expert	1	2	3
4	Railway Expert	1	3	4
5	Power Expert	1	3	4
6	Water Supply Expert	0	3	3
7	Sewerage & Waste Water Expert	0	3	3
8	Solid Waste Expert	0	3	3
9	Environmental expert	0	3	3
10	Contract expert - Support	0	3	3
11	ICT Expert	1	3	4
12	MIS Expert cum Document Controller	0	3	3
13	Sustainability Expert	1	3	4
14	Financial Expert	3	0	3
15	Programme/Project Planning/Scheduling	1	3	4
16	Cost Engineer	1	3	4
17	Structural Engineering	2	3	5
18	Mechanical Engineering	0	3	3
19	Civil Engineering	3	3	6
20	Health & Safety	1	1	2
21	Capacity/Knowledge transfer	0	3	3

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.

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:

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:

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

BETWEEN

National Industrial Corridor Development Corporation Limited (“**NICDC**”), through CEO & MD, NICDC (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 NICDC.
- 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 NICDC 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 NICDC 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 NICDC a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Head of the NICDC 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 NICDC.

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

Applicant

[Complete address of the Applicant]

Ref: RfQ-cum-RfP No. RFP No./ xxxx;

Tender Title:

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

Consultant's Reference No. _____

Date.....

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

Applicant

[Complete address of the Applicant]

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

[This form is to be completed by the Applicant to disclose any prior engagements undertaken with NICDC 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 of a similar nature to the current assignment.

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

2. Declaration

The Applicant hereby certifies and declares the following:

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

Section 5: Financial Proposal - Standard Forms

Form 5A	Financial Proposal Submission Form
Form 5B-1	Standard Schedule of Rates for KP Key Personnel
Form 5B-2(a)	Standard Schedule of Rates for additional Personnel (Senior)
Form 5B-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

Form 5A:

Financial Proposal Submission Form

[Location] [Date]

To:

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

Dear Sir/Ma'am,

Subject: Knowledge Partner (KP) Consultancy Services for Development and Management of Industrial Corridor in India.

Ref: RfQ-cum-RfP No. RFP No./ xxxx;

Tender Title:

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 Knowledge Partner (KP) Consultancy Services.

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

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

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

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm and Address:

Form 5B-1:

Standard Schedule of Rates for KP Key Personnel

Ref: RfQ-cum-RFP No. RFP No./ xxxx;

Tender Title:

S.No	Role	Proposed Candidate name	Company	Year 1 Monthly rates for 2024*	
				(in Figures)	(in words)
1	Project Director				
2	Project Controls, Planning and MIS Manager				
3	Contracts Expert				
4	Urban Development Expert				
5	Infrastructure Specialist - Civil				
6	Infrastructure Specialist – Power Supply				
7	Infrastructure Specialist – Public Health Engineering				

*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.

Form 5B-2(a):

Standard Schedule of Rates for Additional Personnel

Ref: RfQ-cum-RfP No. RFP No./ xxxx;

Tender Title:

S.No	Functional Role	Person Months	Senior Rate**	
			(in figures)	(in words)
1	Urban Planner	1		
2	Transport Planner	1		
3	Highway Design Expert	1		
4	Railway Expert	1		
5	Power Expert	1		
6	Water Supply Expert	1		
7	Sewerage & Waste Water Expert	1		
8	Solid Waste Expert	1		
9	Environmental Expert	1		
10	Contract expert - Support	1		
11	ICT Expert	1		
12	MIS Expert cum Document Controller	1		
13	Sustainability Expert	1		
14	Financial Expert	1		
15	Programme/Project Planning/Scheduling	1		
16	Cost Engineer	1		
17	Structural Engineering	1		
18	Mechanical Engineering	1		
19	Civil Engineering	1		
20	Health & Safety	1		
21	Capacity/Knowledge Transfer	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.**

Form 5B-2(b):**Standard Schedule of Rates for Additional Personnel**

Ref: RfQ-cum-RfP No. RFP No./ xxxx;

Tender Title:

S.No	Functional Role	Person Months	Associate Rate**	
			(in figures)	(in words)
1	Urban Planner	1		
2	Transport Planner	1		
3	Highway Design Expert	1		
4	Railway Expert	1		
5	Power Expert	1		
6	Water Supply Expert	1		
7	Sewerage & Waste Water Expert	1		
8	Solid Waste Expert	1		
9	Environmental expert	1		
10	Contract expert - Support	1		
11	ICT Expert	1		
12	MIS Expert cum Document Controller	1		
13	Sustainability Expert	1		
14	Financial Expert	1		
15	Programme/Project Planning/Scheduling	1		
16	Cost Engineer	1		
17	Structural Engineering	1		
18	Mechanical Engineering	1		
19	Civil Engineering	1		
20	Health & Safety	1		
21	Capacity/Knowledge transfer	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 8 years.**

Form 5C:**Staff Fee Estimate (₹)***(Person months multiplied by rates)*

Ref: RfQ-cum-RfP No. RFP No./ xxxx;

Tender Title:

S.No	Personnel	Year 1 [^]	Year 2 [^]	Year 3 [^]	Total
Key Personnel					
1.	Project Director				
2.	Project Controls, Planning and MIS Manager				
3.	Contracts Expert				
4.	Urban Development Expert				
5.	Infrastructure Specialist – Civil				
6.	Infrastructure Specialist – Power Supply				
7.	Infrastructure Specialist – Public Health Engineering				
Resource Pool/Additional Personnel					
1.	Urban Planner				
2.	Transport Planner				
3.	Highway Design Expert				
4.	Railway Expert				
5.	Power Expert				
6.	Water Supply Expert				
7.	Sewerage & Waste Water Expert				
8.	Solid Waste Expert				
9.	Environmental expert				
10.	Contract expert – Support				
11.	ICT Expert				
12.	MIS Expert cum Document Controller				
13.	Sustainability Expert				
14.	Financial Expert				
15.	Programme/Project Planning/Scheduling				
16.	Cost Engineer				
17.	Structural Engineering				
18.	Mechanical Engineering				
19.	Civil Engineering				
20.	Health & Safety				
21.	Capacity/Knowledge transfer				
	Totals				

[^] The rates for the subsequent years (i.e. years 2 and 3) shall be same as quoted for the first year (2024).

Form 5D**Out of Pocket (Direct) Expenses (in ₹)**

Ref: RfQ-cum-RfP No. RFP No./ xxxx;

Tender Title:

Item	Qty	Rate (₹)	Year 1 (₹)	Year 2 (₹)	Year 3 (₹)	Total (₹)
(A)						
Domestic Travel (Air/Rail) ^						
(B)						
IT, MIS Hardware and Software and Administrative Expenditure (Provisional)*			5,00,000	5,00,000	5,00,000	15,00,000
Total			5,00,000	5,00,000	5,00,000	15,00,000

^ 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. Travel to projects located at shorter distance from Delhi shall be covered by Train (2 AC / Chair Car). Any additional railway travel expenses over and above the specified class will be borne by the consultant. Outstation travel to any project site by rented car shall only be done after express approval of the client and shall be reimbursed on actuals after certification by client.

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.

Form 5E

Summary of Financial Proposal

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

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

The total fee without GST should match with the break-up of costs given as per the Form 5B-1, 5B-2(a to b), 5C and 5D.

Total Financial Proposal (in figure): ₹

Total Financial Proposal (in words): ₹

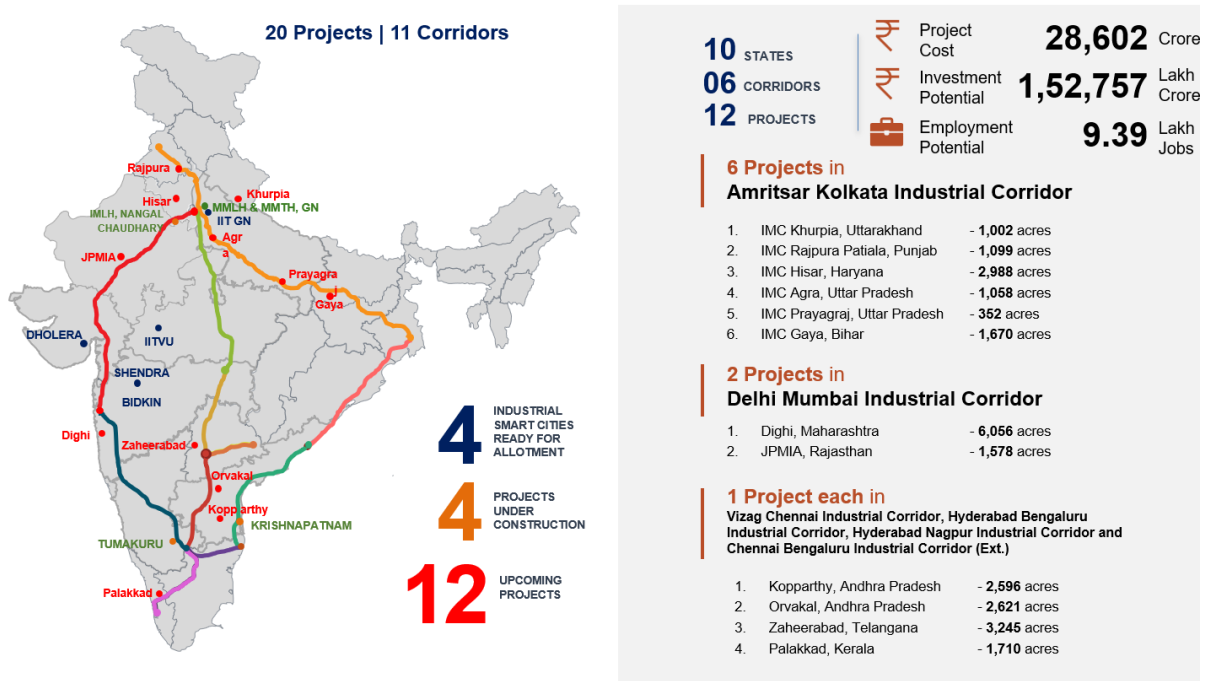
Note: As mentioned in this RfQ-cum-RfP, the evaluation of Financial Proposal shall be on the basis of the total fee (total staff fee and out of pocket expenses) for a period of three (3) years including all applicable taxes.

Section 6: Terms of Reference

1. INTRODUCTION

1.1 The Government of India has embarked on a transformative journey to revolutionize the country's industrial landscape through the approval of 12 Industrial Smart Nodes under the National Industrial Corridor Development Programme. With a significant investment of ₹28,602 crore, this ambitious initiative is poised to create a "Grand Necklace" of Industrial Smart Cities, strategically located along the backbone of the Golden Quadrilateral. This development is a cornerstone of the broader vision of "Viksit Bharat" (Developed India), aimed at fostering industrial growth, creating employment opportunities, and enhancing India's role in global value chains.

Overview of Industrial Corridors



1.2 Aligned with the principles of PM GatiShakti, these nodes will integrate 'plug-n-play' infrastructure and 'walk-to-work' concepts, ensuring planned urbanization and sustainable growth. The project holds the potential to attract investments worth ₹1.5 lakh crore while generating approx. 10 lakh direct and up to 30 lakh indirect jobs.

1.3 To effectively manage and monitor the progress the 12 newly approved projects under the National Industrial Corridor Development Programme (NICDP), the appointment of a Knowledge Partner (KP) is essential. The KP will monitor the overall execution of these projects,

ensuring alignment and coordination between various stakeholders, including the Project Management Consultants (PMC) assigned to each project.

- 1.4 NICDC wishes to engage a Knowledge Partner (KP) consultancy service for a period of 3 year which may be extendable on year-to-year basis on mutual consent to enable NICDC in discharging its functions/responsibilities effectively and efficiently. The KP will work with NICDC officials in discharging its functions/responsibilities for overall management of the project, including project planning, budgeting supervision, monitoring and evaluation, reporting and coordination to ensure project development is in accordance with the Industrial Corridor Projects concept and various other compliances.
- 1.5 The KP would act as a vital link between NICDC, State Governments, various State & Central departments and the working teams to ensure coordinated project development and execution. The KP will actively shape agendas, participate and drive meetings, bring in outside-in topic expertise, proactively challenge content and targets set by consultants to maximize value, and not just play a coordinating role. The KP will track progress, assess the benefits from the projects on a regular, ongoing basis and step in where necessary to ensure that the overall goals are being achieved. Additionally, the KP will actively design overall managerial processes and also shape the growth, structure and culture of NICDC, both at the nodal level as well as for the individual city entities as it takes on a growing scope and scale of activities.
- 1.6 The proposed KP is designed to provide the requisite technical and managerial support to NICDC to ensure effective implementation of the various corridor development projects. The KP would operate as a unit under the overall supervision and guidance of CEO & MD, NICDC.
- 1.7 NICDC in the capacity of the Employer/Client invites proposals from prospective Bidders to participate in bidding process of the above task.

2. Scope of Work:

- 2.1 The broad scope of the KP is given below but not limited to:
 - 2.1.1 Overall Program Management
 - 2.1.2 Project Review
 - 2.1.3 Bid Process Management
 - 2.1.4 Contract Management
 - 2.1.5 Quality Control Assessment & standardization
 - 2.1.6 Value Engineering – Optimizing Designs & Land Use
 - 2.1.7 ICT Implementation
 - 2.1.8 Industry 4.0 Adoption
 - 2.1.9 Management Information System
 - 2.1.10 Budget Control and Finance Management
 - 2.1.11 Development of Organizational capabilities and processes
 - 2.1.12 Statutory Requirements

2.1.1 Overall Program Management

- a. The KP will manage and align all PMNCs responsible for the execution of the 12 nodes, ensuring seamless integration between the different program components.
- b. The KP will support NICDC in overall management of the project, including project planning, design review, budgeting, monitoring & evaluation, reporting, documentation and coordination to ensure project development is in accordance with the concept, and various compliances;
- c. The KP will prepare proposals/write-ups for the consideration of NICDC, Trust, SPV, other depts., ministries, including presentations / write ups / follow ups, etc;
- d. The KP will prepare monthly progress reports for submission to NICDC. The KP will also prepare status reports as and when required by NICDC in their prescribed format;
- e. The KP, would be responsible for overall project management and coordination with various consultants, Master Planners, PMNC, CEI (Construction Engineering Inspection Services, Project specific PMC, detailed engineering companies, SPVs and with the State Govts;
- f. Develop common PMP and PIP plan for all corridors.
- g. Develop design standards and specification which can be modified as needed by the SPV.
- h. Identify areas that need engagement of third-party agencies for effective implementation of projects & assess the efficacy of agencies so engaged.

2.1.2 Project Review

- a. The KP will accompany for site visits to all the project sites on a regular basis as directed by the client;
- b. The KP will be responsible for maintaining a regular progress schedule with updates from the Master Planners/ Design Consultants/ CEI/ PMC for the respective nodes and assist NICDC in ensuring timely project development and implementation;
- c. The KP will review all the submissions, reports and deliverables submitted by the contractor/ PMC prepared for the project;
- d. The KP will attend all project review meetings and appraise the client about the same.

2.1.3 Bid Process Management

- a. The KP shall develop in coordination and assistance to NICDC a procurement strategy for the selection of, CEIs, Project specific PMCs, EPC contractors, etc;
- b. The KP shall also assist the client for inviting tenders for works, based on Tender documents approved by NICDC / State Government / SPV, in accordance with the all prevailing and extant Government norms. The KP would, maintain the records of copies printed, sale of tender documents, etc;
- c. The KP shall assist client in holding pre- bid meetings and offer clarifications if any, sought by the intending bidders;
- d. The KP shall assist the Client in bid evaluation for identification of successful bidder and prepare reports/ppt for management review as deemed necessary.

2.1.4 Contract Management

- a. The KP shall be responsible for monitoring the work for all the consultants, PMC/CEI, Contractors ensuring quality control in accordance with the applicable scope of work and contract conditions;
- b. The KP shall be responsible for coordination with various agencies, State Government and Central Government agencies, local authorities etc.
- c. The KP will assist in review of change orders/variations/EOTs or any other matter related to project implementation.

2.1.5 Quality Control Assessment & standardization

- a. KP will assess and establish robust quality control systems for each project, ensuring compliance with world-class industry standards in project execution.
- b. Standardization and Technology Implementation: KP will ensure that implementation of the projects is in compliance to the approved design standards/ infrastructure components.
- c. Where deficiencies are identified, KP will recommend corrective measures to ensure ongoing quality enhancements.
- d. Establish Audit mechanism & assist NICDC in quality Audits

2.1.6 Value Engineering – Optimizing Designs & Land Use

- a. Value Engineering: KP will review and advise on adoption of latest engineering designs and in compliance to best industry practices to optimize efficiency and costs.
- b. Land Use Optimization: KP will assist in optimizing land use by reviewing the existing master plans and suggest best possible options for better implementation of projects.

2.1.7 ICT Implementation

- a. Digital Infrastructure: The KP will ensure that Information and Communication Technology (ICT) systems are implemented to support real-time monitoring and coordination of activities across all industrial nodes.
- b. Automation & Smart Solutions: The KP will assist in integrating smart city technologies into the industrial nodes, facilitating automation of energy, logistics, and communications systems.

2.1.8 Industry 4.0 Adoption

- a. Advanced Manufacturing & Innovation: The KP will support the integration of Industry 4.0 technologies (e.g., AI, IoT etc.) into industrial operations to enhance innovation and efficiency.
- b. Digital Transformation Roadmap: The KP will develop a roadmap for industrial nodes to adopt emerging technologies and remain competitive in the global market.

2.1.9 Management Information System

- a. The KP will implement a cloud-based Document Control system for NICDC and train the nominated officials for its usage.
- b. The KP will develop a Dashboard for express use of NICDC and will be integrated with all SPV projects.

- c. The KP will be assisting in managing the MIS/ ERP prepared by the Project specific PMCs/ CEI and for preparing weekly / monthly schedule for projects / programs under NICDC;
- d. The KP will also prepare Gantt/ PERT Charts, Master schedule and other relevant information / formats summarizing the overall progress of the project, identify critical paths and activities / interventions required to prevent slippages of the timelines.

2.1.10 Budget Control and Finance Management

- a. The KP shall prepare a Project Budget and cash flow statement as soon as major project requirements have been identified, and update the same periodically and suggest corrective actions if required;
- b. The KP shall submit periodical statement of costs incurred at various stages works and deviation statement of costs compared to budgeted costs at various stages against cash flow;
- c. The KP should provide domain support for analyzing projects, with a specific focus on deep analytical and financial modeling skills;
- d. The KP should assess key financial metrics and various risk factors (planning, strategic, financial market & commercial risks, Environment & Health, fixed asset risks etc.)
- e. Formulate risk management strategies & mitigation plan

2.1.11 Development of Organizational capabilities and processes

- a. The KP will be responsible for preparation of SOP's/Manuals/Charters/any other related documents for NICDC;
- b. Support capability transfer and skill building to NICDC /SPV's and/or associated entities
- c. Develop Capacity Building plan for NICDC/SPV(s) & identify training areas w.r.t technology, quality, monitoring systems, procurement & contract management etc.
- d. Create training calendars based on Capacity Building Plan, facilitate in creation of training modules & facilitate training program
- e. Facilitate in documentation, learning exchange, visits & other knowledge management support required from time to time.
- f. The KP will be also be responsible for any other activity which might be given by NICDC in relation to the assigned projects. The KP shall ensure timely delivery of each and every activity so to enable NICDC for forward submission of various other related activities.

2.1.12 Statutory Requirements

The KP shall 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.

3. TEAM COMPOSITION

- 3.1 KP would be required to deploy to NICDC an appropriate team consisting of professionals as per the requirements mentioned in Clause 4 below.
- 3.2 The broad expectations from the Personnel that would be proposed for the project are as follows:

- (a) The Key Personnels (i.e., the “**Core Team**”) should have experts as detailed in Clause 4 below.
- (b) The Consultant shall ensure that the appropriate team shall be deployed on an exclusive basis in order to ensure the required coordination with NICDC, and to complete the project or tasks assigned.
- (c) Any changes to the Core Team/ deployed personnel shall be subject to the restrictions outlined in the General Conditions of Contract
- (d) In case of replacement of personnel or deployment of additional manpower, if any, the decision of NICDC shall be final and binding.
- (e) 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 KP should propose a resource pool across disciplines, which may be approved by NICDC. Through the resource pool, the KP 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 NICDC.

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 List of Minimum Key Personnel

S. No	Position	No.	Educational Background and Experience
1	Project Director	1 No.	<ul style="list-style-type: none"> • Should have full Time bachelor’s degree in civil engineering from recognized university and a full-time master’s degree in Engineering or Business Administration. • Minimum of 25 years of professional experience across core elements of Project Planning /Structuring/Designing/Construction, Program Management/Supervision of similar large infrastructure projects (construction cost more than ₹ 3,000 Crore). • Should have minimum 7 years of cumulative experience in at least three programs in leadership capacity (Project Director/ Dy. Project Director) with accountability and responsibility for performance including quality, budget, schedule, client and stakeholder

			<p>management.</p> <ul style="list-style-type: none"> • The Project Director shall preferably be an expat with international experience (minimum of 1 year in a single project) of a similar nature. • The Project Director shall preferably be a permanent employee of the applicant for the last 5 years.
2	Project Controls, Planning and MIS Manager	1 Nos.	<ul style="list-style-type: none"> • Should have full time bachelor's degree in engineering from recognized university or institution. • Should have relevant certification in PMP / Construction Management/ Project management tools like Primavera or MS-Projects. • Minimum of 15 years of professional experience in all facets and domains of infrastructure with appropriate experience in planning / supervision / project appraisal of large cities and industrial regions with allied infrastructure (construction cost more than ₹2,500 Crore). • Should have a minimum of 5 years of cumulative experience with at least two programs in - planning, project controls, budget, schedule, client, MIS Control and stakeholder management. • The Project Planning Manager should have exposure of commercial ventures/ business models. • International experience of similar nature (minimum of 1 year in a single project) shall be given preference.
3	Urban Development Expert	1 Nos.	<ul style="list-style-type: none"> • Should have full bachelor's degree in architecture / planning / civil engineering from a recognized university or institutions. • Should have completed Post graduate in Urban/ Regional / Infrastructure Planning from a recognized university or institution. • Minimum 15 years of experience in design / planning / of large industrial areas / integrated townships of area more than 1,000 acres
4	Contracts Expert	1 No.	<ul style="list-style-type: none"> • Should have full time bachelor's degree in engineering (civil/ mechanical/ electrical) from recognized university or institutions.

			<p>Additional Degree in law shall be given preference.</p> <ul style="list-style-type: none"> • Certifications in legal courses related to arbitration and dispute resolution shall be given additional weightage • Should have 15 years of professional experience in - handling contractual and legal issues in case of large infrastructure projects (construction cost more than ₹ 2,500 Crore) implemented on EPC mode. • Should have experience in drafting and vetting of various contract / RfQ-cum-RfP (EPC, Consultancy) related to implementation of infrastructure projects. • Should have knowledge of Govt. of India contracting guidelines like GFR, Manual of Procurement issued by Ministry of Finance and other govt. guidelines issued by NITI Aayog and CVC.
5	Infrastructure Specialist - Civil	1 No.	<ul style="list-style-type: none"> • Should have full time bachelor's degree in civil engineering from recognized university and a full time Master's degree in structural/transportation Engineering is preferable. • Certification in Construction/ Project Management from reputed institute shall be preferred. Minimum 15 years of experience in design and implementation of roads, structures, buildings etc. in large infrastructure projects (at least 1 project having construction cost more than ₹ 1,000 Crore).
6	Infrastructure Specialist – Power Supply	1 No.	<ul style="list-style-type: none"> • Should have full time bachelor's degree in electrical engineering from recognized university and a full time Master's degree in power system or equivalent is preferred. • Minimum 15 years of experience in design, implementation and commissioning of minimum 110 KV power substation, distribution network, underground cabling network etc. in large infrastructure projects. Experience in renewable energy is desirable.
7	Infrastructure Specialist – Public Health Engineering	1 No.	<ul style="list-style-type: none"> • Should have full time Bachelor's Degree in Civil Engineering from recognized university and a full time Master's degree in Environment / Water Resource engineering. • Minimum 15 years of experience in design, implementation and commissioning of 5 MLD of WTP/CETP/STP

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

4.2 Resource Pool

In addition to the KP deployed at NICDC 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 NICDC 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 NICDC prior to deployment.

S. No	Position
1	Urban Planner
2	Transport Planner
3	Highway Design Expert
4	Railway Expert
5	Power Expert
6	Water Supply Expert
7	Sewerage & Waste Water Expert
8	Solid Waste Expert
9	Environmental expert
10	Contract expert - Support
11	ICT Expert
12	MIS Expert cum Document Controller
13	Sustainability Expert
14	Financial Expert
15	Programme/Project Planning/Scheduling
16	Cost Engineer
17	Structural Engineering
18	Mechanical Engineering
19	Civil Engineering
20	Health & Safety
21	Capacity/Knowledge transfer

4.3 Miscellaneous

- (a) Curriculum vistas of the proposed personnel for the above stated resource pool need to be submitted in the technical proposal. But these Curriculum vistas shall not be used for evaluation of technical proposal.

- (b) It is desired that the Key Personnel must be available during all working days on which the NICDC office remains open. Even on non-working days the Key Personnel should be available if required by NICDC.
- (c) NICDC 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.
- (d) Consultants, who are executing ongoing mandates from NICDC, 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 NICDC.

5. Institutional And Organizational Arrangement For Services

Details of Contract Manager of NICDC:

Project Management Expert (PME), NICDC or any other person authorized by the Client.

6. Reporting Requirements

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

7. Milestones/Deliverables and the Time Schedule for Milestones/Deliverables

7.1 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:

MS No	Milestone Description	“D” denotes Effective Date	Payment %
1	a) KP Procedures draft outline, KP basic systems (budgets, cash flow, schedule, procurement) functional and getting the list of policies and procedures approved from the Client.	D+30 Days	4%
	b) First workshop with all the stakeholders for understanding of 12 assigned projects and presentation on Project Implementation Plan (PIP).		4%

2	Draft report on implementation strategy, phasing plan, QA/QC procedures & SOPs, review of master plan, value engineering and optimization of cost estimates along with details of all agencies involved for implementation of 12 nodes.	D+60 Days	8%
3	a) Develop Design standards including adoption of Industry 4.0	D+90 Days	4%
	b) Finalization of EPC tender documents for 12 nodes** for seeking approval of the SPV.		4%
4	a) Floating of EPC tender documents for 12 nodes** by project SPVs.	D+120 Days	4%
	b) Submission of a plan for development of EDCS (Electronic Document Control Systems) for all the projects		4%
5	Implementation of integrated project dashboard for project monitoring and MIS reporting.	D+150 Days	8%
6	Execution of Contract for EPC contractor for 12 nodes**	D+180 Days	9%
7	Preparation of ICT implementation plan integrating Industry 4.0 standards	D+210 Days	8%
8	Finalization of tender document for appointment of Master System Integrator (MSI) for 12 projects**	D+240 Days	9%
9	Finalize the level 2 master schedule (summarizing project's main components and activities) and incorporate 12 Nodes** for tracking the projects	D+270 Days	9%
10	a) Appointment of Master System Integrator (MSI) for 12 projects**	D+300 Days	6%
	b) Draft Validation Study {Technical and Economic} including external & internal infrastructure plans and draft list of projects for implementation during short term {1-2} years and medium term {2-3} years.		4%
11	a) Final report on implementation strategy, phasing plan, land details, critical issues, master planning, engineering and cost estimates along with details of agencies involved for 12 nodes.	D+330 Days	5%
	b) Final Plan for next year indicating and prioritizing critical steps for effective and timely implementation of the projects.		3%

12	Updating PMP/PIP.	D+365 Days	7%
	Total		100%

Note: ***Works to be certified completed for a minimum of 6 nodes for the consultant to be eligible for proportionate payments.*

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.

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

8. Facilities and background materials to be provided by the Client:

Office Space and Administrative Services including printing facilities (A4 & A3) and internet facilities shall be provided by NICDC.

9. 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

CONTRACT FOR CONSULTANCY SERVICES

between

[Name of Client]

and

[Name of Consultants]

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 New Delhi on the [] day of the month of [], by and between

The National Industrial Corridor Development Corporation Limited, 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) Till date Trunk infrastructure (roads & utilities, STP, CETP, WTP, command & control centre, administrative building, area landscaping etc.) has been completed in 4 (four) projects namely, Dholera, Ahmedabad in Gujarat; Shendra-Bidkin, Chhatrapati Sambhaji Nagar in Maharashtra; Integrated Industrial Townships in Greater Noida, Uttar Pradesh & Vikram Udyogpuri, Ujjain in Madhya Pradesh. Land allotment for industrial and mixed use is in progress in these projects.
- (C) Four (04) more projects under construction comprise of two industrial areas in Tumakuru, Karnataka and Krishnapatnam, Andhra Pradesh. EPC contractors have been appointed in

both. 2 (two) more under construction projects are, IMLH (Integrated Multimodal Logistics Hub), Nangal Chaudhary, Haryana and MMLH & MMTH (Multimodal Logistics Hub & Multimodal Transport Hub), Greater Noida, UP. Both IMLH and MMLH projects are being developed under PPP mode. MMTH is a transportation hub project for NCR, having both EPC and PPP components.

- (D) The Government of India has recently approved 12 more Industrial Corridor Projects in August 2024. These 12 (twelve) projects cover the length and breadth of the country which are less served industrial areas requiring planned industrialization. Six (06) projects are in AKIC – 2 in UP (Agra & Prayagraj) & 1 each in Bihar (Gaya), Uttarakhand (Khurpia), Haryana (Hisar) & Punjab (Rajpura Patiala). Two (02) projects fall under DMIC – Rajasthan (Jodhpur-Pali – Marwar region) & Maharashtra (Dighi port industrial area). 2 projects in AP – VCIC (Kopparthy) & HBIC (Orvakal). 1 project each in Telangana - HNIC (Zaheerabad) & Kerala - CBIC Extn. (Palakkad).
- (E) National Industrial Corridor Development Corporation (“**NICDC**”) Limited, an autonomous body under Department for Promotion of Industry and Internal Trade (“**DPIIT**”), Govt of India has been set up for coordinated implementation of the NICDP. 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 the National Industrial Corridor Development and Implementation Trust (“**NICDIT**”) (formerly, DMIC Trust), all Project SPVs and the State Government agencies for the implementation of the NICDP.
- (F) To effectively manage and monitor the progress of the 12 (twelve) newly approved projects under the NICDP, the appointment of a Knowledge Partner (“**KP**”) has been deemed essential by NICDC. The KP will be responsible for monitoring and management the overall execution of these projects, ensuring alignment and coordination between various stakeholders, including the Project Management Consultants (“**PMC**”) which have been previously appointed as well as which will be appointed for the remaining projects out of total 12 (twelve) projects to ensure adequate monitoring, coordination and the overall execution of the respective projects.
- (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 Knowledge Partner (“**KP**”) 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 1st 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 New Delhi, 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

<p>FOR AND ON BEHALF OF NICDC</p> <p>_____</p> <p>BY AUTHORISED REPRESENTATIVE NAME: DESIGNATION:</p>	<p>WITNESS NO. 1:</p> <p>NAME OF THE WITNESS: SIGNATURE; ADDRESS:</p>
<p>FOR AND ON BEHALF OF [CONSULTANT]</p> <p>_____</p> <p>BY AUTHORIZED REPRESENTATIVE NAME: DESIGNATION:</p>	<p>WITNESS NO. 2:</p> <p>NAME OF THE WITNESS: SIGNATURE: ADDRESS:</p>

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 1 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 Knowledge Partner 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 12 (twelve) individual projects under the National Industrial Corridor Development Programme as applicable to the context.

“**RfQ-cum-RfP**” means the RfQ-cum-RfP dated 11th November 2024 issued by the Client for appointment of Knowledge Partner;

“**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 NICDC office located at Jeevan Bharti, 8th Floor, Tower 1, LIC, Connaught Place, New Delhi, Delhi 110001. However, if the nature of the Services requires the Consultant to deploy personnel to 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 / setoff/ 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 for 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 the Contractual Materials 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.
 - 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 KP office (i.e in the office of the NICDC, New Delhi). In case Personnel are not deployed on KP and intend to work from other office location or home office, specific approval needs to be taken from NICDC, 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.

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 Clause 10 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 the 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 Delhi, 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 Delhi 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 bank rate;

- 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 2 [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 (“First Year”). 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 3 (three) years (taking into account the First Year).</p> <p>“Subsequent Year” 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 may be mutually agreed between the Parties.</p>
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>
<p>3.6</p>	<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 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 “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount stated in</p>

	<p>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>
<p>2.5.4(4)</p>	<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 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.}</p> <p>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 at least 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</p>

	<p>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.</p> <p>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.</p> <p>The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:</p> <ul style="list-style-type: none">(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 2.5.1 of 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

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

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

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

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

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

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

Appendix E: Cost Estimate

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

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.

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:

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 Knowledge Partner (KP) for the development and management of Industrial Corridors Projects in India.
2. 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.
3. 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.
4. 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.
5. The above required documents must be submitted within 2 (two) weeks from the date of this letter.

6. 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

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,
National Industrial Corridor Development Corporation
8th Floor, Tower-1, LIC, Jeevan Bharti Building
Connaught Place, New Delhi

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 theday of20.....

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.*