



**National Highways & Infrastructure Development Corporation Limited
(Ministry of Road Transport & Highways)
Government of India**

**Consultancy Services for Preparation of Sustainability
Report**

REQUEST FOR PROPOSAL (RFP)

November 2025

1st & 2nd Floor, Tower A, World Trade Centre, Nauroji Nagar, New Delhi – 110029

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National Highways & Infrastructure Development Corporation Limited (NHIDCL)
(Ministry of Road Transport & Highways)
Government of India

NOTICE INVITING TENDER (NIT)

Tender ID: NHIDCL/Sustainability Report/2025

Date: 27.11.2025

Proposals are hereby invited from eligible Consultants for preparation of the Sustainability Report. The Letter of Invitation (LOI) and Terms of Reference (ToR), including Request for Proposal (RFP), are available online on the official portal of the CPPP website <https://eprocure.gov.in/eprocure/app>. The document can also be downloaded from the NHIDCL website (www.nhidcl.com). Cost of the Document in the form of a Non-refundable document fee of Rs. 5,900/- (Rupees Five Thousand Nine Hundred only) including GST.

2. The complete BID document can be viewed / downloaded from official portal of the CPPP website <https://eprocure.gov.in/eprocure/app> from **27/11/2025** to **17/12/2025** (upto 1500 Hrs. IST). Bidder must submit its Financial bid and Technical Bid at <https://eprocure.gov.in/eprocure/app> on or before 17/12/2025 (upto 1500 hours IST). Bids received online shall be opened on **18/12/2025** (at 1530 hours IST).

3. Bid submitted through any other mode shall not be entertained. However, Bid Securing Declaration, Power of Attorney for signing the Bid, Power of Attorney for lead member of Consortium, if any, Joint Bidding Agreement for Consortium, if any, Integrity Pact, and experience certificates apostille at a foreign origin, if any, shall be submitted physically in original by the selected Bidder before issue of LOA by the Authority. Please note that the Authority reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever

Officer In-charge

(Jitendra Kumar Mishra)
Deputy General Manager (Tech)
National Highways and Infrastructure Development Corporation Limited
1st floor, Tower A, World Trade Centre, Nauroji Nagar, New Delhi – 110029

Tel: 011-26768961

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Website: www.nhidcl.com

LETTER OF INVITATION (LOI)

NHIDCL/Sustainability Report/2025

Dated:

Dear Sir,

Sub: Consultancy Services for the preparation of the Sustainability Report.

1. Introduction

1.1 RFP for “Consultancy Services for the preparation of the Sustainability Report.”

1.2 A brief description of the assignment and its objectives is given in the Appendix I, “**Terms of Reference**”.

1.3 Consultant is hereby invited to submit proposal in the manner as prescribed in the RFP. Financial proposal is only to be submitted online and no hard copy of the financial proposal should be submitted. The most preferred bidder would be determined on the basis of quality and cost as mentioned in the RFP. The consultants are hereby invited to submit proposal in the manner prescribed in the RFP.

1.4 Any entity which has been barred by the Ministry of Road Transport and Highways (MORTH) or its implementing agencies would not be eligible to submit the bid, either individually or as a member of a Joint Venture.

1.5 To obtain first-hand information on the assignment and on the local conditions, the consultants are encouraged to pay a visit to the Client, before submitting a proposal if needed. They must fully inform themselves of conditions and take into account in preparing the proposal.

1.6 Financial Proposals will be opened only for the firms found to be eligible and scoring qualifying marks in accordance with RFP conditions hereof. The consultancy services will be awarded to the highest ranking consultant on the basis of Quality and Cost.

1.7 Please note that (i) costs of preparing the proposal and of negotiating the contract, including visits to the Client, etc., are not reimbursable as a direct cost of the assignment; and (ii) Client is not bound to accept any of the proposals submitted and reserves the right to reject any or all proposals without assigning any reasons.

1.8 The proposals must be properly signed as detailed below:

1.8.1 i. by the proprietor in case of a proprietary firm

ii. by the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney on a stamp paper of Rs. 100/- and duly notarized shall accompany the Proposal).

iii. by a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney on a stamp paper of Rs. 100/- and duly notarized shall accompany the proposal).

iv. by the authorized representative in case of a Joint Venture.

1.9 Bid Security

1.9.1 A Bidder is required to submit, along with its BID, a BID Security of amount of **Rs. 2,00,000/- (Rupees Two lakhs only)** (the "BID Security"), valid for a minimum period of 150 days (i.e. 30 days beyond the validity of the bid) and refundable not later than 150 (One hundred fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security as per the provision of this RFP and LOA. BID Security shall be submitted in the form of Insurance Surety Bond, Account Payee Demand Draft, Banker's Cheque or Electronic Bank Guarantee (e-Bank Guarantee). The Insurance Surety Bond shall be verified from the specific portal created for this purpose. The e-Bank Guarantee shall be transmitted through SFMS Gateway to NHIDCL Bank. Details of designated bank account are as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	MD-NHIDCL
2.	Beneficiary Bank Account No.	90621010002659
3.	Beneficiary Bank Branch Name and Address	Canara Bank, Transport Bhawan, 1st Parliament Street, New Delhi- 110001
4.	Beneficiary Bank Branch IFSC	CNRB0019062

Bidder will have facility to deposit the bid security & tender fee (cost of bid documents) of Rs. 5,900/- (Rupees Five Thousand Nine Hundred only) including GST., in favor of NHIDCL through online facility provided by the IndusInd Bank. No amount towards tender fee should be deposited directly in the bank account of NHIDCL. Bidders may refer step by step process for payment of tender fee by visiting IndusCollect website: <https://induscollect.indusind.com/pay/index.php>

For further details and step by step process regarding e-BG and online payment, NHIDCL Office Order 516 dated 22nd March 2023 available on NHIDCL Website. A copy of payment receipt (RTGS/NEFT/Other online mode) must be submitted along with bid. Entity ID of NHIDCL is AAECN7759E. **Note: Tender fee shall be mandatorily deposited through online facility provided by IndusInd Bank only.**

1.9.2 Any Bid not accompanied by the Bid Security of the required value and minimum required validity shall be rejected by the Authority as non-responsive.

1.9.3 The NHIDCL shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

1.9.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the NHIDCL's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia the time, cost and effort of the NHIDCL in regard to RFP including the consideration and evaluation of the Proposal under the following conditions:

(a) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time.

(b) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement.

2. PROCEDURE UNDER E-TENDER:

INSTRUCTIONS TO BIDDER FOR e-TENDERING

Definitions:

a. National Informatics Centre (NIC): A service provider to develop and customize the software and facilitate the process of e-tendering on application service provider model.

b. <https://eprocure.gov.in/eprocure/app>: An e-tendering portal of National Highways and Infrastructure Development Corporation Limited ("NHIDCL") introduced for the process of e-tendering which can be accessed on <https://eprocure.gov.in/eprocure/app>.

c. Words in capital and not defined in this document shall have the same meaning as in the Request for Proposal ("RFP").

Accessing/ Purchasing of BID documents

i. It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organisation / Owner of the Firm or Organization) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of NHIDCL. DSC should be in the name of the authorized signatory as authorized in Appendix III of this RFP or person executing/delegating such Appendix III in favour of Authorized Signatory. It should be in corporate capacity (that is in Bidder capacity / in case of JV in the Lead Member capacity, as applicable). The Bidder shall submit document in support of the class III DSC. In other cases, the bid shall be considered non-responsive.

ii. The Authorized Signatory holding Power of Attorney (POA) or the person executing/delegating such POA shall only be the Digital Signatory. In other cases, the Bid shall be considered nonresponsive.

iii. To participate in the bidding, it is mandatory for the Bidders to get registered their firm / Joint Venture with e-procurement portal <https://eprocure.gov.in> to have user ID & password which has to be obtained free of cost.

1. Following may kindly be noted:

(a) Registration with e-procurement portal should be valid at least up to the date of submission of BID.

(b) BIDs can be submitted only during the validity of registration.

(c) The amendments / clarifications to the BID document, if any, will be hosted on the NHIDCL website (<http://nhidcl.com>) / NHIDCL e-tendering portal <https://eprocure.gov.in/eprocure/app>.

(d) If the firm / Joint Venture is already registered with e-tendering portal of NHIDCL, Government of India and validity of registration is not expired the firm / Joint Venture is not required a fresh registration. It is also mandatory for the Bidders to get their firms registered with e-tendering portal. The Bidders shall update their project and other details on the portal on a regular basis and apply to the tenders via the portal.

iv. The complete BID document can be viewed / downloaded from e-tender portal of NHIDCL <http://www.nhidcl.com> or <http://eprocure.gov.in> from **27.11.2025 to 17.12.2025** (upto 1500Hrs. IST).

v. The Pre-Bid Meeting (Virtual) is on **02.12.2025** (1500 Hrs) and date for publication of response to the queries raised during pre-bid meeting is on **09.12.2025**.

v. To participate in bidding, bidders have to pay a sum of Rs. 5,900/- (Rs. Five thousand nine hundred only) including 18% GST as a cost of the RFP process (non-refundable) in the form of online transfer through the Induscollect to NHIDCL.

2. Preparation & Submission of BIDs:

i. Detailed tender documents for RFP may be downloaded from e-tender portal of NHIDCL <http://eprocure.gov.in> from **27.11.2025 to 17.12.2025** (up to 1500 Hrs. IST) and tender may be submitted online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e-tendering is also available on e- tender portal of NHIDCL, Government of India.

ii. The documents shall be prepared and scanned in different files (in PDF or RAR format) and uploaded during the on-line submission of BID on e-procurement portal.

iii. Bid must be submitted online only through e-procurement portal <https://eprocure.gov.in/eprocure/app> using the digital signature of authorized representative of the Bidder.

A. Only Electronic Form (to be uploaded on the <https://eprocure.gov.in/eprocure/app>) (Refer to Clause 2.11.1 of the RFP)

1. Technical Bid

(a) Appendix-IA (Letter comprising the Technical Bid) including Appendix I-VI and supporting certificates / documents.

(b) Power of Attorney for signing the BID as per the format at Appendix-III;

(c) if applicable, Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV;

(d) if applicable, Joint Bidding Agreement for Joint Venture as per the format at Appendix-V;

(e) BID Securing Declaration in the format at Appendix-II (to be submitted physically as well after declaration of bid evaluation result by the Authority);

(f) Copy of Online receipt towards payment of cost of Bid document of **Rs. 5,900/-** (Rupees Five Thousand Nine Hundred Only) in the form of online transfer through the Induscollect.

- (g) An undertaking from the person having PoA referred to in Sub. Clause-(b) above that they agree and abide by the Bid documents uploaded by NHIDCL and amendments uploaded, if any;
- (h) Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed.
- (i) Copies of duly audited complete annual accounts of the Bidder or of each member (in case of Joint Venture) for preceding 5 years; and
- (j) Copy of experience certificates apostille at foreign origin, if any
- (k) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017, as per format given in Appendix-IX shall be submitted by the Bidder with the RFP Bid duly signed by Authorized signatory & shall be part of the Contract Agreement.

2. Financial Bid

- (l) Appendix-IB (Letter comprising the Financial Bid) shall be submitted online through e-procurement portal <https://eprocure.gov.in/eprocure/app> on or before 1500 hrs IST on **17/12/2025**.

B. Original (in Envelope) by the H1 Bidder before issuance of Letter of Acceptance (LOA) by the Authority.

- (a) Original Power of Attorney for signing the BID.
- (b) If applicable, Original Power of Attorney for Lead Member of Joint Venture.
- (c) If applicable, Original Joint Bidding Agreement for Joint Venture.
- (d) Original Bid Securing Declaration.
- (e) An undertaking from the person having PoA referred to in Sub. Clause-(a) above that they agree and abide by the Bid documents uploaded by NHIDCL and amendments uploaded, if any; and
- (f) if applicable, Original experience certificates apostille at foreign origin.
- (g) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017, in the format shall be submitted by the Bidder with the RFP Bid duly signed by Authorized signatory & shall be part of the Contract Agreement.
- (h) Proof of Registration with the Competent Authority as defined in Public Procurement Order No. F. No. 6/18/2019 – PPD dated 23rd July 2020, if applicable (to be submitted by the “Bidder from a country which shares a land border with India”).

C. The documents shall be required to be submitted after declaration of bid evaluation result but prior to issuance of LOA by the Authority. H1 Bidder (including individual or any of its joint venture members) failing to submit the original documents shall be unconditionally debarred from bidding in NHIDCL projects for a period of 02 years from the date of issue of debarment notice. These documents shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear

the identification “BID for the “Preparation of Sustainability Report of NHIDCL (Project)” and shall clearly indicate the name and address of the Bidder.

ATTN. OF: Sh Jitendra Kumar Mishra
DESIGNATION: DGM (T)
ADDRESS: 1st floor, Tower A, World Trade Centre, Nauroji Nagar, New Delhi – 110029
PHONE NO: 011-26768961
E-MAIL ADDRESS: jitendrskr.mishra@nhidcl.com

D. The Bidder shall upload scanned copies of the documents as specified in point nos. 2(ii) & 2(iii) (A) & (B) above on the <http://eprocure.gov.in> before 1500 hours Indian Standard Time, on the Bid Due Date. In the event of any discrepancy between the original and the copy (in electronic form), the original shall prevail.

E. It may be noted that scan copies can be prepared in different file format i.e. PDF or RAR only. The Bidders can upload a single file of size of 30MB only but can upload multiple files.

3. AMENDMENT OF RFP:

Any Addendum to the RFP shall be uploaded only on the <https://eprocure.gov.in/eprocure/app>

4. Modifications/ Substitution/ withdrawal of BIDs

a. The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID can be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.

b. For modification of e-BID, Bidder has to detach its old BID from e-procurement portal and upload / resubmit digitally signed modified BID. For withdrawal of BID, Bidder has to click on withdrawal icon at e- procurement portal and can withdraw its e-BID. Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, Bidder cannot re-submit e-BID again. For modification of the application mode (sole / JV), Bidder has to switch the mode according to the guidelines provided in the aforementioned Bidder Manual available on the procurement portal. For withdrawal of bid, the Bidder can click on ‘Delete Participation’ as mentioned in the guidelines in the Bidder Manual.

5. Opening & Evaluation of BIDs

The Authority shall open documents of the Bid received in electronic form as mentioned in point nos. 2(ii) & 2(iii) (A) & (B) at 1530 hours Indian Standard Time on **18/12/2025**, online, in the presence of the Bidders who choose to attend. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in the RFP.

DISCLAIMER

The Bidder must read all the instructions in the RFP and submit the same accordingly

3 Documents

3.1 To enable Bidder to prepare a proposal, please find and use the documents listed in the Data Sheet.

3.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the Documents by amendment or corrigendum. The amendment will be uploaded on NHIDCL website. The Client may at its discretion extend the deadline for the submission of proposals and the same shall also be uploaded on NHIDCL website.

4. Preparation of Proposal

The proposal must be prepared in three parts viz.

Part 1: Proof of Eligibility

Part 2: Technical Proposal

Part 3: Financial Proposal

4.1 Document in support of proof of Eligibility

4.1.1 The minimum essential requirement in respect of eligibility has been indicated in the Data Sheet. The proposal found deficient in any respect of these requirements will not be considered for further evaluation. The following documents must be furnished in support of proof of eligibility as per Formats given in Appendix-II:

(i) **Forwarding letter for Proof of Eligibility in the Form-E1.**

(ii) **Firm's relevant experience and performance for the last 7 years:** Project sheets in support of relevant experience as per Form-E2 supported by the experience certificates from clients in support of experience as specified in data sheet for the project, preferably in projects of similar nature as that of proposed project shall be submitted in input data sheet. Certificate should indicate clearly the firm's experience. Scope of services rendered by the firm should be clearly indicated in the certificate obtained from the client. The information given in Form E2 shall also be considered as part of Technical Proposal and shall be evaluated accordingly. The Consultants are therefore advised to see carefully the evaluation criteria for Technical Proposal and submit the Project Sheets accordingly.

(iii) **Firm's turnover for the last 5 years:** A tabular statement as in Form E3 showing the turnover of the applicant firm(s) for the last five years beginning with the last financial year certified by the Chartered Accountant along with certified copies of the audit reports shall be submitted in support of the turnover.

(iv) Power of Attorney on a stamp paper of Rs.100/- and duly notarized authorizing to submit the proposal.

(v) In case of Joint Venture/ Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100/-, signed by all firms to the joint venture/ Association.

4.1.2 The minimum essential requirement in respect of eligibility has been indicated in the data sheet, the proposal found deficient in any respect of these requirements will not be considered for further evaluation.

4.2 Technical Proposal

4.2.1 Bidders are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information will be at your own risk and may result in rejection of your proposal.

4.2.2 During preparation of the technical proposal, you must give particular attention to the following:

*Total assignment period is as indicated in the enclosed TOR. **A manning schedule in respect of requirement of key personnel is also furnished in the TOR which shall be the basis of the financial proposal.** Bidders shall make their own assessment of support personnel both technical and administrative to undertake the assignment. Additional support and administrative staff need to be provided for timely completion of the project within the total estimated cost. **It is stressed that the time period for the assignment indicated in the TOR should be strictly adhered to.***

4.2.3 The technical proposal shall be submitted strictly in the Formats given in Appendix- III and shall comprise of following documents:

i) Forwarding letter for Technical proposal duly signed by the authorized person on behalf of the bidder, as in Form-T-1

ii) Details of projects for which Technical and Financial Proposals have been submitted by a Consultant with a particular Team as in Form-T-2

iii) Firm's references- Relevant Services carried out in the last seven years as per Form – E2. This information submitted as part of Proof of Eligibility shall be evaluated and need not be submitted again as a part of the Technical proposal

iv) The composition of the proposed Team and Task Assignment to individual personnel: Maximum three pages (Form-T3).

v) Proposed methodology for the execution of the services illustrated with bar charts of activities, including any change proposed in the methodology of services indicated in the TOR, and procedure for quality assurance: The proposed methodology should be accompanied by the Consultants initial view, limited to six A4 size pages in 1.5 space and 12 font including photographs, if any items (Form-T4).

b Details of office equipment and software owned by the firm in Form-T5

vi) CVs of 6 (six) Key Personnel is to be submitted in T6.

4.2.4 CVs of Key Personnel:

i) In the format as per Form **T6** is to be furnished on Infracon portal. It may please be ensured that the format is strictly followed and the information furnished therein is true and correct. The CV must indicate the work in hand and the duration till which the person will be required to be engaged in that assignment. If any information is found incorrect, at any stage, action including termination and debarment from future NHIDCL projects for a minimum period of 2 years may be taken by NHIDCL on the personnel and the Firm.

ii. No alternative to key personnel may be proposed and only one CV may be submitted for each position. CV of a person who does not meet the minimum experience requirement of TOR shall be evaluated and the marks obtained shall be taken into consideration during evaluation of Technical Proposal. **The average marks of all CVs should be at least 60% otherwise the entire proposal shall be considered to have failed in the evaluation of Technical Proposals** and shall not be considered for opening of Financial Proposals.

iii. (Sustainability Expert, Highway & Transportation Expert, ESG Expert, Communication Expert, Energy & Climate Change Expert, Design Expert should be available from beginning of the project. **If same CV is submitted by two or more firms, zero marks shall be given for such CV for all the firms.**

iv. The availability of key personnel must be ensured for the duration of the project as per proposed work programme. If a firm claims that key personnel proposed by them is a permanent employee of the firm (the personnel should have worked in the firm continuously for a period of at least 1 year), a certificate to the effect along with **pay slips are required to be submitted.**

v. The age limit for key personnel is **65** years as on the date of bid submission. The proof of age of the key personnel must be furnished in the technical proposal.

vi. An undertaking from the key personnel must be furnished that he/she will be available for entire duration of the project assignment and will not engage himself/herself in any other assignment during the period of his/her assignment on the project. After the award of work, in case of non-availability of key personnel in spite of his/her declaration, he/she shall be debarred for a period of two years for all projects of NHIDCL and MoRTH.

vii. Age limit for supporting staff to be deployed on project is 65 years as on the date of bid submission.

viii. A good working knowledge of English Language is essential for key professional staff on this assignment. Study reports must be in English Language.

ix. Photo, contact address and phone/mobile number of key personnel should be furnished in the CV.

x. It may please be noted that in case the requirement of the 'Experience' of the firm/consortium as mentioned in the "Proof of Eligibility" is met by any foreign company, their real involvement for the intended project shall be mandatory. This can be achieved either by including certain man-months input of key experts belonging to the parent foreign company, or by submitting at least their experience certificate. In case of key personnel proposed by the foreign company, they should be on its pay roll for at least last four months (from the date of submission).

xi. In case a firm is proposing key personnel from educational/research institutions, a '**No Objection Certificate**' from the concerned institution should be enclosed with the CV of the proposed key personnel committing his services for the instant project.

xii Original Curriculum Vitae (CV) and photocopies of certificates shall be recently signed in blue ink by the proposed key personnel.

4.2.5 The technical proposal must not include any financial information.

4.3 Financial Proposal

4.3.1 The Financial proposal should include the costs associated with the assignment. These shall normally cover remuneration for staff (foreign and local, in the field, office etc.), transportation, printing of documents, etc. This cost should be broken down into foreign and local costs. The financial proposal should be prepared strictly using, the formats attached in Appendix– IV. The financial proposal should clearly indicate the amount asked for by the Bidder without any assumptions of conditions attached to such amounts. Conditional offer or the proposal not furnished in the format attached in Appendix-IV shall be considered non- responsive and is liable to be rejected.

4.3.2 The Financial Proposal shall take into account all types of the tax liabilities and cost of insurance specified in the Data Sheet.

4.3.3 Costs shall be expressed in Indian Rupees in case of domestic as well as for foreign Consultant. The payments shall be made in Indian Rupees by the National Highways and Infrastructure Development Corporation Limited and the Consultant themselves would be required to obtain foreign currency to the extent quoted and accepted by NHIDCL. Rate for foreign exchange for payment shall be at the rate established by RBI applicable at the time of making each payment installment on items involving actual transaction in foreign currency. No compensation done to fluctuation of currency exchange rate shall be made.

4.3.4 Consultants are required to charge only rental of software(s) use so as to economize in their financial bid.

5 Submission of Proposals

5.1 The Authority has adopted a single stage two envelop process (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the Bid shall be invited under two envelops. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first envelop (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Consortium). The Financial Bid under the second envelop shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP.

5.2 GOI has issued guidelines for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect.

6 Consultancy Services for preparation of Sustainability Report

Do not open, except in presence of the Evaluation Committee

6.1 The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.

6.2 Complete Proof of eligibility and technical proposal must be submitted on or before the scheduled time and date at the address stated in Data Sheet. Proof of Eligibility, Technical Proposal and Financial Proposal for each package shall have to be submitted online also on or before the time and date at the address stated in Data Sheet

6.3 The proposal must be valid for the number of days stated in the Data Sheet from the closing date of submission of proposal.

7 Proposal Evaluation

7.1 Stage I- Proof of Eligibility

The proposals would be evaluated by a committee constituted by MD, NHIDCL. A three-stage procedure will be adopted in evaluating the proposal. In the first stage- Proof of Eligibility, it will be examined as to whether:

- i. The proposal is accompanied by Document fee.
- ii. The Proposal is accompanied by Bid Security of required value and of validity equal or more than the minimum required validity.
- iii. The firms(s) have required experience.
- iv. The firms(s) have required turnover.
- v. The documents are properly signed by the authorized signatories and whether the proposal contains proper POA.
- vi. The proposals have been received on or before the deadline of submission.
- vii. In case a Joint Venture/Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100/-, signed by all firms to the joint venture/Association.

In case answers to any of the above items is 'No' the bid shall be declared as non- responsive and shall not be evaluated further. A Consultant satisfying the minimum Eligibility Criteria as mentioned in the Data sheet and who had submitted the above-mentioned documents shall be declared eligible in Proof of Eligibility and the Technical Proposals of only those consultants shall be opened and evaluated further.

7.2 Stage II- Technical Evaluation

In this stage the technical proposal shall be evaluated as per the detailed evaluation criteria given in Data Sheet. A proposal securing 75 points shall be declared pass in the evaluation of Technical Proposal. **The technical proposal should score at least 75 points out of 100 to be considered for financial evaluation.**

7.3 Stage III- Financial Evaluation

7.3.1 For financial evaluation, total cost of financial proposal excluding Goods and Service Tax shall be considered. Goods and Service Tax shall be payable extra.

7.3.2 The Evaluation Committee will determine whether the Financial Proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then their cost will be considered as NIL, but the Consultant shall however be required to carry out such obligations without any compensation. In case, if client feels that the work cannot be carried out

within overall cost of Financial Proposal, the proposal can be rejected. The Client shall correct any computational errors and correct prices in various currencies to the single currency specified in Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the applicable law & applied to foreign components/ resident consultants.

7.3.3 The procedure as mentioned below shall be followed for determining the “most preferred bidder (H-1 bidder)” for this package.

7.3.4 The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM / F$$

(SF = Financial Score, FM= Amount of lowest bid, F= Amount of financial proposal converted in the common currency)

7.4 Combined evaluation of Technical and Financial Proposals.

Proposals will finally be ranked according to their combined technical (ST) and Financial (SF) scores using the weights indicated in the Data Sheet:

$$S = ST \times T + SF \times f$$

Where,

S= Combined Score,

ST= Technical Score out of 100

SF= Financial Score out of 100

T and f are values of weight age for technical and financial proposals respectively as given in the Data Sheet.

7.5 Most Preferred Bidder (H-1).

For a particular package, a Consultant with a “particular Team” having the maximum Combined score (S) shall be declared as the most preferred bidder (H-1).

8. Penalty

The consultant will indemnify for any direct loss or damage that accrue due to deficiency in services in preparation of Sustainability Report. Penalty shall be imposed on the consultants for poor performance/ deficiency in service as expected from the consultant and as stated in General Conditions of Contract.

9. Award of Contract

The Client shall issue Letter of Award to the selected Bidder and ask to provide Performance Security. If the Selected Bidder fail to provide performance security within the prescribed time or the Selected Bidder fail to sign the Contract Agreement within prescribed time the Client may invite the 2nd highest ranking bidder and follow the procedure outlined in Para 8 and 9 of this Letter of Invitation.

10. Signing of Contract Agreement:

After having received the performance security and verified it, the Client shall invite the selected bidder for signing of Contract Agreement on a date and time convenient to both parties within 15 days of receipt of valid Performance Security.

11. The Client shall keep the bidders informed during the entire bidding process and shall host the following information on its website:

- i. Notice Inviting Tender (NIT)
- ii. Request For Proposal (RFP)
- iii. Amendments / corrigendum to RFP
- iv. List of bidders who submitted the bids up to the deadline of submission
- v. List of bidders who did not pass the eligibility requirements, stating the broad deficiencies
- vi. List of bidders who did not pass the Technical Evaluation stating the reasons.
- vii. List of bidders along with the technical score, who qualified for opening the financial bid
- viii. Final Score of qualified bidders
- ix. Name of the bidders who is awarded the Contract

12. Commercial Conditions:

Apart from the above, each bidder is required to fulfil the following terms and conditions:

a) Earnest Money & Tender Fee

Each bidder is required to submit EMD as per the directions mentioned in NHIDCL Office Order number NHIDCL/F&A-25/2019-20/E-182855/516 dated 22.03.2023 regarding Mandatory E-BG, EMD and Tender Fee deposit through Induscollect. The EMD shall be submitted on <https://induscollect.indusind.com/pay/index.php>.

(i) Bids not accompanied with EMD shall summarily be rejected.

(ii) No bank guarantee will be accepted in lieu of the Earnest Money Deposit.

(iii) The EMD of the unsuccessful bidders would be returned after award of the contract. No interest shall be payable by the Authority for the sum deposited as EMD.

(iv) EMD is not required to be submitted by MSMEs as per Procurement Policy issued by Department of MSME as per Rule 170 of GFR-2017, for which they shall submit a valid certificate issued by the appropriate Authority in this regard.

(v) **Tender Document Fee:** The cost of the tender document (non- refundable) is mentioned in the Data Sheet. The tender document fee shall be payable as per the directions mentioned in NHIDCL Office Order number NHIDCL/F&A-25/2019-20/E-182855/516 dated 22.03.2023 regarding Mandatory E-BG, EMD (<https://nhidcl.com/wp-content/uploads/2023/03/Notice-for-e-PBG-Tender-Fee-and-EMD.pdf>) and Tender Fee deposit through Induscollect (<https://induscollect.indusind.com/pay/index.php>).

(vi) The bids of the bidders who fail to submit the tender document fee on or before the specified date and time shall be summarily rejected.

b) Performance Bank Guarantee

(i) The successful Bidder shall at his own expense deposit with NHIDCL, within twenty-one (21) working days from the date of issuance of Letter of Award (LoA), an unconditional and irrevocable Performance Bank Guarantee (PBG) from any scheduled commercial bank to NHIDCL, payable on demand, for the due performance and fulfilment of the contract by the bidder.

(ii) This Performance Bank Guarantee will be for an amount equivalent as mentioned in the Bid Data Sheet. PBG as per the directions mentioned in NHIDCL Office Order number NHIDCL/F&A-25/2019-20/E-182855/516 dated 22.03.2023 regarding Mandatory E-BG, EMD and Tender Fee deposit through Induscollect, and shall be invoked by NHIDCL in the event the Bidder:

a. Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of the Authority

b. Misrepresentations of facts/information submitted to the Authority.

(iii) The BG shall be submitted on <https://nesl.co.in/e-bg/>.

(iv) The performance bank guarantee shall be valid for 60 days post satisfactory completion of the overall engagement / work as stipulated in RFP. In the event of any amendments to Agreement, within 15 days of receipt of such amendment furnish the amendment to the Performance Guarantee as required.

(v) The performance bank guarantee may be discharged / returned by the Authority upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

(vi) In the event of the Bidder being unable to service the contract for whatever reason, the Authority would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Authority under the contract in the matter, the proceeds of the PBG shall be payable to the Authority as compensation for any loss resulting from the bidder's failure to perform / comply its obligations under the contract. The Authority shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default.

(vii) The Authority shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction, or misstatement.

In case the project is delayed beyond the project schedule as mentioned in this RFP, the performance bank guarantee shall be accordingly extended by the Bidder.

(viii) In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JVs for an amount equivalent to 6% of the total contract value to be received by him towards Performance Security.

13. Agency Code of Conduct and Business Ethics

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

14. Bribery and Corruption:

Agencies are strictly prohibited from directly or indirectly (through intermediates or sub-contractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.

Agencies shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with the Authority. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suspension of material facts, such contract shall be voidable at the sole option of the competent Authority of the Authority. For avoidance of doubts, no rights shall accrue to the Agency in relation to such business/contract and the Authority or any entity thereof shall not have or incur any obligation in respect thereof. The Agency shall indemnify in respect of any loss or damage suffered by the Authority on account of such fraud, misrepresentation, or suspension of material facts. The agency will be solely responsible for the omission and commission of the employees deployed by them.

15. Applicable Law and Jurisdiction

This contract/work order arising out of this bidding process, including all matters connected therewith with this contract/work order shall be governed by the Indian laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Delhi Court, if required.

16. Confirmation

We would appreciate you informing us by facsimile/e-mail whether or not you will submit a proposal.

Encl. as above

Jitendra Kumar Mishra
Deputy General Manager (Tech)
National Highways and Infrastructure Development Corporation Limited
1st floor, Tower A, World Trade Centre, Nauroji Nagar, New Delhi – 110029
Tel: 011-26768961
E-mail: jitendrskr.mishra@nhidcl.com

DATA SHEET

I (References to corresponding paragraphs of LOI are mentioned alongside)

1. The Name of the Assignment and description of project as mentioned in Annex-I (The Name of project should be indicated in the format given in the technical proposal)

2. The name of the Client is: Managing Director, National Highways and Infrastructure Development Corporation Limited (NHIDCL), 1st and 2nd Floor, Tower-A, World Trade Centre, Nauroji Nagar, New Delhi, 110029

3. Duration of the Project: 90 days

4. The Documents are:

- | | | |
|------|---------------|----------------------------------|
| i. | Appendix-I: | Terms of Reference (TOR) |
| ii. | Appendix-II | Formats for Proof of Eligibility |
| iii. | Appendix-III: | Formats for Technical Proposal |
| iv. | Appendix-IV: | Formats for Financial Proposal |
| v. | Appendix-V: | Detailed Evaluation Criteria |
| vi. | Appendix -VI | Draft Contract Agreement |

5. Bid Security: Rs. 2 Lakhs (Two Lakhs only)

6. Tax and Insurance

(i). The Consultants and their personnel shall pay all taxes (including Goods and service tax), fees, levies and other impositions levied under the laws prevailing seven days before the last date of submission of the bids. The effects of any increase / decrease of any type of taxes levied by the Government shall be borne by the Client / Consultant, as appropriate.

7. The number of copies of the proposal required to be submitted: 1 no.

8. The address is:

Jitendra Kumar Mishra,
Deputy General Manager (Tech),
National Highways and Infrastructure Development Corporation Limited,
1st floor, Tower A, World Trade Centre, Nauroji Nagar, New Delhi – 110029
Tel: 011-26768961

The envelopes must be clearly marked:

- i. Original Proposal;
- ii. Documents in proof of eligibility and technical proposal as appropriate; and,
- iii. Do not open, except in presence of the Evaluation Committee on the outer envelope.
- iv. Project Name: -----
- v. Name and Address of Consultant

9. The date, time and Address of proposal submission are

Date: 17.12.2025

Time: 15:00 hours

Address: National Highways and Infrastructure Development Corporation Limited
(NHIDCL) 1st floor, Tower A, World Trade Centre, Nauroji Nagar, New Delhi
– 110029

10. Proposal Validity period (Number of days): **120** days

11. Evaluation Criteria: As per Appendix-V

12 First Stage Evaluation – eligibility requirement.

12.1 Table-1: Minimum Eligibility Requirements

S. No.	Minimum experience and performance of Preparation of Sustainability Report	Annual average turnover
1	Firm should have prepared at least 03 (three) Sustainability Reports	Annual average turnover for last 5 years of the firm should be equal to or more than (Rs. 5.00) Crore.

12.2 Second stage Technical Evaluation

S. No.	Description	Points
1	Firm's relevant experience in last 7 years	25
2	Adequacy of approach and methodology	50
3	Relevant qualification and experience of the proposed key personnel	25
	Total	100

Further break-up of each criteria has been detailed out below:

A. Firm's relevant experience in last 7 years (25)

The following is the break-up:

S. No.	Description	Maximum Points	Sub-Points
1	Specific experience of the preparation of Sustainability Report consultancy related to the assignment for eligibility	15	
1.1.1	< 3 project		0
1.1.2	3 project		05
1.1.3	4 to 5 projects		10
1.1.4	More than 5 projects		15
2	Experience in preparation of Sustainability Report for a linear/road projects	05	
2.1	< 3 project		0
2.2	3 Projects		02
2.3	4 to 5 Projects		03
2.4	More than 5 projects		05
3	Specific experience of firms in terms of turnover	5	
3.1	Firm's Average Turnover of last 5 years > 50 crore		5
3.2	Firm Average Turnover of last 5 years 20-50 crore		4
3.3	Firm Average Turnover of last 5 years 5-20 crore		3

B. Adequacy of approach and methodology (50)

S. No.	Description	Points
1	Team composition	10
2	Methodology for Assessing present State of Affairs, Stakeholder Engagement, Capacity Building, Materiality Assessment, Data collection and Data Analysis, Gap Analysis, Design and preparation of preliminary Report, Independent external assurance certification etc.	40
	Total	50

C. Relevant experience of the proposed key personnel (25)

The weightage for various key staff is as under:

S. No.	Key personnel	Points
1	Sustainability Expert	05
2	Highway & Transportation expert	05
3	ESG Expert	05
4	Communication Expert	03
5	Energy and Climate Change Expert	05
6	Design Expert	02
	Total	25

12.3 Detailed evaluation criteria which is to be used for evaluation of technical bids is as indicated at Appendix-V.

The Consultant should carryout self-evaluation based on the evaluation criteria at Appendix-V. While submitting the self-evaluation along with bid, Consultant shall make references to the documents submitted in their proposal which have been relied upon in self-evaluation Result of technical evaluation shall be made available on the website giving opportunity to the bidders to respond within 7 days in case they have any objection

12.4 Third stage – Evaluation of Financial proposal

Financial Proposals of all qualified bidders shall be opened in accordance to relevant clauses of RFP.

The consultancy services will be awarded to the consultant scoring highest marks in combined evaluation of Technical and Financial proposals in accordance to relevant clauses.

The Factors are:

The weight given to Technical Proposal (T) = 0.80

The weight given to Financial Proposal (f) = 0.20

13. The common currency is “**Indian Rupee**”.

Consultants have to quote in Rupees both for domestic Consultant as well as Foreign Consultants.

14. Commencement of Assignment (Date, Location): The Consultants shall commence the Services within fifteen days of the date of effectiveness of the contract.

15. Performance Bank Guarantee: 3% of Contract Value

Terms of Reference for the Preparation of the Sustainability Report 2025 of NHIDCL

General

1. Background:

The Ministry of Road Transport & Highways (MoRTH) is an apex organisation under the Central Government, entrusted with the task of formulating and administering, in consultation with other Central Ministries / Departments, State Governments / UT Administrations, organisations and individuals, policies for Road Transport, National Highways and Transport Research with a view to increasing the mobility and efficiency of the road transport system in India.

The National Highways & Infrastructure Development Corporation Limited (NHIDCL) is a fully owned company of the Ministry of Road Transport & Highways (MoRTH). The company promotes, establishes, designs, builds, operates, maintains and upgrades National Highways and Strategic Roads including roads in parts of India that shares international boundaries with neighboring countries. NHIDCL also undertakes development and operations of other infrastructure projects in Himalayan region and UT of Andaman & Nicobar along with anchoring several initiatives under Ministry of Road Transport & Highways (MoRTH).

2. Objective of Assignment:

The main objective is to prepare a Sustainability Report that reflect the impact of works undertaken by NHIDCL including mitigation measures adopted on the economy, environment, society and the people in a comparable and creditable way, thereby increasing NHIDCL's transparency on its contribution to sustainable development. We expect the Sustainability Report to align with the GRI standards if not being fully compliant initially. The report should primarily focus on how effectively NHIDCL is addressing the issues and challenges of sustainable development in highway construction. It is to reflect on how innovative and high serviceability roads are provided by preserving the ecology and environment.

2.1 Additionally, it may point out how NHIDCL is dovetailing the basic tenets of sustainable development in its developmental agenda. Although it is not a statutory obligation of NHIDCL (BRSR of SEBI) to be preparing Sustainability Report, but still in order to ensure its contribution for sustainable development, its management has decided to prepare the Sustainability Report.

2.2 The National Highways and Infrastructure Development Corporation Limited (NHIDCL) has been entrusted with the assignment of consultancy Services for preparation of Sustainability Report. NHIDCL now invites the proposal from consultants for preparation of Sustainability Report as per details given in **Appendix-I**.

2.3 NHIDCL will be the employer and executing agency for the consultancy services and the standards of output required from the appointed consultants are of international level both in terms of quality and adherence to the agreed time schedule. The consultancy firm will solely be responsible for submission of quality work in stipulated period.

2.4 For Consultancy services for preparation of Sustainability Report, consultant is required to co-ordinate with all Stake holders.

3. Scope of the Work:

Disclosure topics are identified as per the information available with NHIDCL. Annexure (tentative) may be referred to for the GRI standards that can be reported fully/partially which can be developed after mutual consultations. For the purpose of this Sustainability Report, which we expect to be ready by April, 2026 complete in all respects by relying on 2024-2025 (ending March, 2025) data sets and also information available prior to that. We also expect to carry forward the sustainability reporting work for the year 2025-2026 with March, 2026 being the cut-off month, if agreed, mutually.

The general scope of services is given in the sections that follow. However, the entire scope of services would, inter-alia, include the items mentioned in the Letter of Invitation, Terms of Reference, General Contract and any supplements and appendices to these documents.

3.1 Primary Tasks

General Scope of Services shall cover but be not limited to the following major tasks:

- i. Review of all available data and published information about the organization and the project influence area.
- ii. Preparation of GRI complied/aligned Sustainability Report of international standard.

3.2 Standards and Codes of Practices

- I. All activities related to data collection, designing and documentation shall be done as per the latest guidelines/ circulars and relevant publications of GRI & others as deemed fit.
- II. All notations, abbreviations and symbols used in the reports, documents and drawings shall be as per international practices and standards.

3.3 Quality Assurance Plan (QAP)

1. The Consultants should have capability of carrying out environment, social, economic & financial analysis, preparation of relevant drawings documentation and final sustainability Report.

2. Data formats for report and investigation result

- i. The consultant will need to propose data formats for use in collecting all relevant data.
- ii. The proposed data forms will need to be submitted for the approval of NHIDCL after the commencement of services.

3.4 Review of Data and Documents

1. The Consultants shall collect the available data and information relevant for the Study.

3.5 List of Tasks and Details of tasks involved:

(i) Project kick-off meeting:

1.1 Mobilization of organization's team;

1.2 Establish a mutual understanding of the project's objectives and details, and agree on the project scope, milestones, deliverables, review dates and plan;

- 1.3 Identify focus areas, activities of NHIDCL across India to be addressed in the report;
- 1.4 Identify comprehensive list of stakeholders and stakeholder groups (internal and external) to be engaged throughout the project and prioritizing them;
- 1.5 Set up and agree on communication protocols and project management tools.

(ii) Assessing present state of affairs:

- 2.1 Collect various reports, data points, content elements currently residing in the organization in various forms;
- 2.2 Develop a structure on the basis of current data/ information available;
- 2.3 Align the available information with GRI and UN SDGs;
- 2.4 Understand the existing sustainability/ESG policies, procedures, initiatives, management approach, governance and the data collection in place for most relevant indicators for NHIDCL;
- 2.5 Identify process/data owners within the organization who would provide data.

(iii) Stakeholder Engagement:

- 3.1 This process shall involve connection with Stakeholders and conduct Stakeholder Engagement and Consultation (SEC) process to carry out materiality mapping exercise;
- 3.2 Material aspects that reflect significant economic, environmental and social impacts in line with NHIDCL's activities shall be identified in this step;
- 3.3 Relevant Questionnaire shall be developed for Materiality Mapping;
- 3.4 The comprehensive stakeholder engagement shall involve interactions and interviews with NHIDCL's management representatives and other stakeholders identified through stakeholder identification process;
- 3.5 Conduct stakeholder engagement workshops, telephonic consultation/ email-based/google form based surveys with virtual meetings, in-person interviews (virtually) as the need be, for both internal and external stakeholders on sustainability reporting and materiality assessment.

(iv) Capacity Building:

- 4.1 Capacity building of employees on various aspects of sustainability reporting standards, good data management practices, most relevant KPIs;
- 4.2 Conduct awareness sessions for key data owners on sustainability reporting and data management framework;
- 4.3 Develop an ESG roadmap with short, medium and long term recommendations.

(v) Materiality Assessment:

5.1 Based on the workshops and other interactions from external and internal stakeholders, initial set of material sustainability issues shall to be prepared.

(vi) Data Collection and Data Analysis:

6.1 Finalizing the structure and format of key performance indicators to be covered;

6.2 Define report boundaries and assessment of data requirement in relation to GRI indicators;

6.3 Developing indicator wise data collection formats and guidance notes for data collection from each of the PMUs/ ROs /HQ;

6.4 Development of data formats leading to a Dash Board to be used for M&E and future Sustainability Reporting.

6.5 Compilation and analysis of data/information received through data formats and through survey of literatures, presentation and other relevant documentation for standard disclosures like Strategy and Profile, Management Approach and Performance Indicators related to economic, environment and social performance of the organization, as per GRI Standards in accordance with Core option.

(vii) Gap Analysis:

7.1 Gap and trend analysis (wherever applicable) based on the review and analysis of the current data status;

7.2 Ensure that mandatory requirements of GRI standards are being adhered to in the report. Discuss the gaps identified, if any, with management for their consideration and evaluation as appropriate.

(viii) Design and Preparation of Preliminary Report:

8.1 Content development for the sustainable report based on the data received and in line with the GRI standards;

8.2 Identifying and developing relevant case studies, write-ups and stories around various sustainability initiatives as per information provided;

8.3 Draft and develop Sustainability Report including theme, statements, texts, graphics, etc. and

8.4 Design the report in consultation with NHIDCL and to ensure that SR shall be credible.

(ix) Independent external assurance certification:

9.1 The Organization shall support during the assurance of the report by involving a third party assurance certifier;

9.2 Third party assurance certifier if possible may be involved preferably from the initial stages of the report to ensure that the data validation is done in parallel to the report.

9.3 Provide inputs and clarifications on observations from assurance providers on the draft report.

(x) Miscellaneous:

10.1 Regular review during the project: To ensure efficiency and to maintain communication in between both the organization and NHIDCL's teams, the organization has to provide with regular written reports that will highlight the following information:

- i. % of project completion;
- ii. key milestones accomplished;
- iii. deliverables provided; and
- iv. Issues and risks highlighted, as well as follow-up actions.

4. Timelines for the submission of reports and documents

Consultant shall be required to complete, to the satisfaction of the client, all the different stages of study within the time frame indicated in the schedule of submission in para 8 pertaining to Reports and Documents for becoming eligible for payment for any part of the next stage.

5. Key Deliverables:

- i. Methodology for SE, MA.
- ii. Questionnaires for SE.
- iii. PPT on MA.
- iv. Materiality-mapping Report.
- v. Data collection templates.
- vi. Gap analysis & Recommendation Report.
- vii. Development of data formats leading to a Dash Board to be used for M&E and future Sustainability Reporting.
- viii. Draft 2021-22 Sustainability Report.
- ix. Case Studies.
- x. Inputs and clarifications on observations from assurance providers.
- xi. Print ready report.

6. Directions for reports and documents to be submitted by the Consultant to NHIDCL

6.1 The Consultant shall submit to the client the reports and documents in bound volumes (and not spiral binding form) after completion of each stage of work as per the schedule and in three (03) copies. Further, the reports shall also be submitted in soft copy in addition to the hardcopies as mentioned in RFP. Consultant shall submit all other reports mentioned specifically in the preceding paras of the TOR.

The time schedule for various submissions shall be strictly adhered to. No time overrun in respect of these submissions will normally be permitted. Consultant is advised to go through the entire terms of reference carefully and plan his work method in such a manner that various activities followed by respective submissions are completed as stipulated. Consultant is, therefore, advised to deploy sufficient number of supporting personnel, both technical and administrative, to undertake the project preparation activities in construction package (Section) simultaneously. As far as possible, the preparation of Sustainability

Report should include complete information such as number of such persons, name, position, period of engagement, remuneration rate etc. The Consultant is also advised to start necessary survey works from the beginning so as to gain time in respect of various other activities in that stage.

6.2 Data formats for report and investigation result submission:

- i. The consultants will need to propose data formats for data collection, documentation and final report for.
- ii. The proposed data forms will need to be submitted for the approval of NHIDCL after the commencement of services.

7. Team Composition:

The team appointed by the Organization for the preparation of sustainability report shall consist of the following key experts along with the supporting staff as required.

S. No.	Area of Specialization	Number of Persons
(i)	Highway & Transportation Expert	1
(ii)	Sustainability Experts	1
(iii)	Communication Expert	1
(iv)	Energy & Climate Change Expert	1
(v)	ESG Experts	1
(vi)	Design Expert	1
(vii)	Other Support Staff	As and when required

8. Payment Structure/Payment Schedule:

S.No.	Task	Payment (% of contract agreement)	No. of days from the date of agreement
(i)	Inception Report	10%	10
(ii)	Materiality Assessment	10%	20
(iii)	Data Collection and Analysis	20%	50
(iv)	Design and preparation of Preliminary Report	20%	60
(v)	Preparation of Final Report	30%	80
(vi)	Printing ready Sustainability Report	10%	90

9. Data & Services by the Client:

- i. Brief about NHIDCL's Sustainability activities and operations;
- ii. Mobilizing internal team and schedule for workshop;
- iii. Coordinating interviews with various stakeholders across the geography;
- iv. Data and information as per the requirement of scope of the report;
- v. Detailed information about current sustainability data management system, key initiatives, existing processes, future goals;
- vi. Coordination and support during the process of stakeholder engagement; and
- vii. Review of draft sustainability report and inputs on the same.

Annexure-A

S. No.	GRI Standard Number	Disclosure Number	Disclosure Title	NHIDCL Compatible Index (Yes/No)
GRI 102: General Disclosures				
1	GRI 102	102-1	Name of the organization	Yes
2	GRI 102	102-2	Activities, brands, products, and services	Yes
3	GRI 102	102-3	Location of headquarters	Yes
4	GRI 102	102-4	Location of operations	Yes
5	GRI 102	102-5	Ownership and legal form	Yes
6	GRI 102	102-6	Markets served	Yes
7	GRI 102	102-7	Scale of the organization	Yes
8	GRI 102	102-8	Information on employees and other workers	Yes
9	GRI 102	102-9	Supply chain	Yes
10	GRI 102	102-10	Significant changes to the organization and its supply chain	Yes
11	GRI 102	102-11	Precautionary Principle or approach	Yes
12	GRI 102	102-12	External initiatives	
13	GRI 102	102-13	Membership of associations	Yes
14	GRI 102	102-14	Statement from senior decision-maker	Yes
15	GRI 102	102-15	Key impacts, risks, and opportunities	Yes
16	GRI 102	102-16	Values, principles, standards, and norms of behavior	Yes
17	GRI 102	102-17	Mechanisms for advice and concerns about ethics	Yes
18	GRI 102	102-18	Governance structure	Yes
19	GRI 102	102-19	Delegating authority	Yes
20	GRI 102	102-20	Executive-level responsibility for economic, environmental, and social topics	Yes
21	GRI 102	102-21	Consulting stakeholders on economic, environmental, and social topics	Yes
22	GRI 102	102-22	Composition of the highest governance body and its committees	Yes

S. No.	GRI Standard Number	Disclosure Number	Disclosure Title	NHIDCL Compatible Index (Yes/No)
23	GRI 102	102-23	Chair of the highest governance body	Yes
24	GRI 102	102-24	Nominating and selecting the highest governance body	Yes
25	GRI 102	102-25	Conflicts of interest	Yes
26	GRI 102	102-26	Role of highest governance body in setting purpose, values, and strategy	Yes
27	GRI 102	102-27	Collective knowledge of highest governance body	Yes
28	GRI 102	102-28	Evaluating the highest governance body's performance	Yes
29	GRI 102	102-29	Identifying and managing economic, environmental, and social impacts	Yes
30	GRI 102	102-30	Effectiveness of risk management processes	Yes
31	GRI 102	102-31	Review of economic, environmental, and social topics	Yes
32	GRI 102	102-32	Highest governance body's role in sustainability reporting	Yes
33	GRI 102	102-33	Communicating critical concerns	Yes
34	GRI 102	102-34	Nature and total number of critical concerns	Yes
35	GRI 102	102-35	Remuneration policies	Yes
36	GRI 102	102-36	Process for determining remuneration	Yes
37	GRI 102	102-37	Stakeholders' involvement in remuneration	Yes
34	GRI 102	102-34	Nature and total number of critical concerns	Yes
35	GRI 102	102-35	Remuneration policies	Yes
36	GRI 102	102-36	Process for determining remuneration	Yes
37	GRI 102	102-37	Stakeholders' involvement in remuneration	Yes
38	GRI 102	102-38	Annual total compensation ratio	Yes

S. No.	GRI Standard Number	Disclosure Number	Disclosure Title	NHIDCL Compatible Index (Yes/No)
39	GRI 102	102-39	Percentage increase in annual total compensation ratio	Yes
40	GRI 102	102-40	List of stakeholder groups	Yes
41	GRI 102	102-41	Collective bargaining agreements	
42	GRI 102	102-42	Identifying and selecting stakeholders	Yes
43	GRI 102	102-43	Approach to stakeholder engagement	Yes
44	GRI 102	102-44	Key topics and concerns raised	Yes
45	GRI 102	102-45	Entities included in the consolidated financial statements	Yes
46	GRI 102	102-46	Defining report content and topic Boundaries	Yes
47	GRI 102	102-47	List of material topics	Yes
48	GRI 102	102-48	Restatements of information	
49	GRI 102	102-49	Changes in reporting	
50	GRI 102	102-50	Reporting period	Yes
51	GRI 102	102-51	Date of most recent report	
52	GRI 102	102-52	Reporting cycle	
53	GRI 102	102-53	Contact point for questions regarding the report	Yes
54	GRI 102	102-54	Claims of reporting in accordance with the GRI Standards	Yes
55	GRI 102	102-55	GRI content index	Yes
56	GRI 102	102-56	External assurance	Yes (Limited)
GRI 103: Management Approach				
57	GRI 103	103-1	Explanation of the material topic and its Boundary	Yes
58	GRI 103	103-2	The management approach and its components	Yes
59	GRI 103	103-3	Evaluation of the management approach	Yes
GRI 200: Economic				
60	GRI 201	201-1	Direct economic value generated and distributed	Yes

S. No.	GRI Standard Number	Disclosure Number	Disclosure Title	NHIDCL Compatible Index (Yes/No)
60	GRI 201	201-1	Direct economic value generated and distributed	Yes
61	GRI 201	201-2	Financial implications and other risks and opportunities due to climate change	Yes
62	GRI 201	201-3	Defined benefit plan obligations and other retirement plans	Yes
63	GRI 201	201-4	Financial assistance received from government	Yes
64	GRI 202	202-1	Ratios of standard entry level wage by gender compared to local minimum wage	Yes
65	GRI 202	202-2	Proportion of senior management hired from the local community	
66	GRI 203	203-1	Infrastructure investments and services supported	Yes
67	GRI 203	203-2	Significant indirect economic impacts	Yes
68	GRI 204	204-1	Proportion of spending on local	
69	GRI 205	205-1	Operations assessed for risks related to corruption	Yes
70	GRI 205	205-2	Communication and training about anti-corruption policies and procedures	Yes
71	GRI 205	205-3	Confirmed incidents of corruption and actions taken	Yes
72	GRI 206	206-1	Legal actions for anti-competitive behavior, anti-trust, and monopoly practices	
73	GRI 207	207-1	Approach to tax	Yes
74	GRI 207	207-2	Tax governance, control, and risk management	Yes
75	GRI 207	207-3	Stakeholder engagement and management of concerns related to tax	
76	GRI 207	207-4	Country-by-country reporting	

S. No.	GRI Standard Number	Disclosure Number	Disclosure Title	NHIDCL Compatible Index (Yes/No)
GRI 300: Environmental				
77	GRI 301	301-1	Materials used by weight or volume	Yes
78	GRI 301	301-2	Recycled input materials used	Yes
79	GRI 301	301-3	Reclaimed products and their packaging materials	
80	GRI 302	302-1	Energy consumption within the organization	Yes
81	GRI 302	302-2	Energy consumption outside of the organization	
82	GRI 302	302-3	Energy intensity	
83	GRI 302	302-4	Reduction of energy consumption	
84	GRI 302	302-5	Reductions in energy requirements of products and services	
85	GRI 303	303-1	Interactions with water as a shared resource	Yes
86	GRI 303	303-2	Management of water discharge-related impacts	Yes
87	GRI 303	303-3	Water withdrawal	Yes
88	GRI 303	303-4	Water discharge	Yes
89	GRI 303	303-5	Water consumption	Yes
90	GRI 304	304-1	Operational sites owned, leased, managed in, or adjacent to, protected areas and areas of high biodiversity value outside protected areas	Yes
91	GRI 304	304-2	Significant impacts of activities, products, and services on biodiversity	Yes
92	GRI 304	304-3	Habitats protected or restored	Yes
93	GRI 304	304-4	IUCN Red List species and national conservation list species with habitats in areas affected by operations	
94	GRI 305	305-1	Direct (Scope 1) GHG emissions	
95	GRI 305	305-2	Energy indirect (Scope 2) GHG emissions	Yes

S. No.	GRI Standard Number	Disclosure Number	Disclosure Title	NHIDCL Compatible Index (Yes/No)
96	GRI 305	305-3	Other indirect (Scope 3) GHG emissions	
97	GRI 305	305-4	GHG emissions intensity	
98	GRI 305	305-5	Reduction of GHG emissions	
99	GRI 305	305-6	Emissions of ozone-depleting substances (ODS)	
100	GRI 305	305-7	Nitrogen oxides (NOX), sulfur oxides (SOX), and other significant air emissions	
101	GRI 306	306-3 (2016)	Significant spills	
102	GRI 306	306-1	Waste generation and significant waste-related impacts	Yes
103	GRI 306	306-2	Management of significant waste-related impacts	Yes
104	GRI 306	306-3	Waste generated	Yes
105	GRI 306	306-4	Waste diverted from disposal	Yes
106	GRI 306	306-5	Waste directed to disposal	
107	GRI 308	308-1	New suppliers that were screened using environmental criteria	Yes
108	GRI 308	308-2	Negative environmental impacts in the supply chain and actions taken	Yes
GRI 400: Social				
109	GRI 401	401-1	New employee hires and employee turnover	Yes
110	GRI 401	401-2	Benefits provided to full-time employees that are not provided to temporary or part-time employees	Yes
111	GRI 401	401-3	Parental leave	Yes
112	GRI 402	402-1	Minimum notice periods regarding operational changes	
113	GRI 403	403-1	Occupational health and safety management system	Yes
114	GRI 403	403-2	Hazard identification, risk assessment, and incident investigation	Yes
115	GRI 403	403-3	Occupational health services	Yes

S. No.	GRI Standard Number	Disclosure Number	Disclosure Title	NHIDCL Compatible Index (Yes/No)
116	GRI 403	403-4	Worker participation, consultation, and communication on occupational health and safety	Yes
117	GRI 403	403-5	Worker training on occupational health and safety	Yes
118	GRI 403	403-6	Promotion of worker health	Yes
119	GRI 403	403-7	Prevention and mitigation of occupational health and safety impacts directly linked by business relationships	Yes
120	GRI 403	403-8	Workers covered by an occupational health and safety management system	Yes
121	GRI 403	403-9	Work-related injuries	Yes
122	GRI 403	403-10	Work-related ill health	Yes
123	GRI 404	404-1	Average hours of training per year per employee	Yes
124	GRI 404	404-2	Programs for upgrading employee skills and transition assistance programs	Yes
125	GRI 404	404-3	Percentage of employees receiving regular performance and career development reviews	Yes
126	GRI 405	405-1	Diversity of governance bodies and employees	Yes
127	GRI 405	405-2	Ratio of basic salary and remuneration of women to men	Yes
128	GRI 406	406-1	Incidents of discrimination and corrective actions taken	Yes
129	GRI 407	407-1	Operations and suppliers in which the right to freedom of association and collective bargaining may be at risk	

S. No.	GRI Standard Number	Disclosure Number	Disclosure Title	NHIDCL Compatible Index (Yes/No)
130	GRI 408	408-1	Operations and suppliers at significant risk for incidents of child labor	
131	GRI 409	409-1	Operations and suppliers at significant risk for incidents of forced or compulsory labor	
132	GRI 410	410-1	Security personnel trained in human rights policies or procedures	
133	GRI 411	411-1	Incidents of violations involving rights of indigenous peoples	
134	GRI 413	413-1	Operations with local community engagement, impact assessments, and development programs	Yes
135	GRI 413	413-2	Operations with significant actual and potential negative impacts on local communities	Yes
136	GRI 414	414-1	New suppliers that were screened using social criteria	Yes
137	GRI 414	414-2	Negative social impacts in the supply chain and actions taken	Yes
138	GRI 415	415-1	Political contributions	
139	GRI 416	416-1	Assessment of the health and safety impacts of product and service categories	Yes
140	GRI 416	416-2	Incidents of non-compliance concerning the health and safety impacts of products and services	Yes
141	GRI 417	417-1	Requirements for product and service information and labeling	
142	GRI 417	417-2	Incidents of non-compliance concerning product and service information and labeling	

S. No.	GRI Standard Number	Disclosure Number	Disclosure Title	NHIDCL Compatible Index (Yes/No)
143	GRI 417	417-3	Incidents of non-compliance concerning marketing communications	
144	GRI 418	418-1	Substantiated complaints concerning breaches of customer privacy and losses of customer data	

Enclosure -I

MANNING SCHEDULE

Sr. No.	Key Personnel	Total Project Assignment 3 months
		Total Time Period (man month)
1	Sustainability Expert	03
2	Highway and Transportation Expert	03
3	ESG Expert	03
4	Communication Expert	03
5	Energy and Climate Change Expert	03
6.	Design Expert	03
Total	18	

Any other expert as required during the course

Other support staff etc.

Consultants have to provide a certificate that all the key personnel as envisaged in the Contract Agreement have been actually deployed in the projects. They have to furnish the certificate at the time of submission of their bills to NHIDCL from time to time.

APPENDIX-II

Proof of Eligibility

Form-E1

Letter of Proposal (On Applicant's letter head)

(Date and Reference)

To, *****

Sub: Appointment of Consultant for preparation of Sustainability Report

Dear Sir,

With reference to your RFP Document dated, I/we i.e. M/s-----
----- (Name of Bidder) having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.

4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we or any of our Associates 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.

7. I/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 in accordance with Clause 1.7 of the RFP document.

8. I/We declare that we/any member of the consortium, are/is not a Member of any other Consortium applying for Selection as a Consultant.

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates 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. I/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 Associates.

11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.

12. I/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 the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

13. The Bid Security of Rs. 2,00,000/- (Rupees Two Lakhs only) in the form of a Bank Guarantee is attached, in accordance with the RFP document.

14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

15. I/We agree to keep this valid for **120** (One hundred and twenty) days from the Proposal Due Date specified in the RFP.

16. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith.

17. In the event of my/our firm/consortium being selected as the Consultant, I/we agree to enter into any Agreement in accordance with the form Appendix V of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of and documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

19. The Proof of Eligibility and Technical proposal are being submitted in separate covers in hard copy and they are being submitted online also. Financial Proposal is being submitted online only. This Proof of Eligibility read with Technical Proposal and Financial Proposal shall constitute the Application which shall be binding on us.

20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,
(Signature, name and designation of the authorized signatory)
(Name and seal of the Applicant/Lead Member)

Form-E2

FIRM'S REFERENCES**Relevant Services carried out in the Last Seven Years (2018-19 onwards) Which Best Illustrate Qualifications**

The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the client:

Assignment Name:		Country:	
Location within Country :		Professional Staff Provided by your firm:	
Name of Client :		No. of Staff :	
Address :		No. of Staff Months :	
Start Date (Month / Year)	Completion Date (Month / Year)	Approx. Value of Services : (in INR/current USD) :	
Name of JV/Association Firm(s) if any :		No. of Months of Professional Staff provided by Associated Firm(s)	
Status of your Company in the Assignment i.e., Sole/Lead Member/Other Member/Associate			
Narrative Description of Project :			

Signature of Authorized Representative

(Certificate from Employer regarding experience should be furnished)

Form- E3

Financial Capacity of the Applicant

Sr. No.	Financial Year	Annual Revenue (Rs in million)
1	2024-25	
2	2023-24	
3	2022-23	
4	2021-22	
5	2020-21	

Certificate from the Statutory Auditor*

This is to certify that ----- (name of the Applicant) has received the payments shown above against the respective years on account of Consultancy Services.

Name of the audit firm Seal of the audit firm Date

(Signature, name and designation of the authorized signatory)

*In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual account of the Applicant.

Note:

Please do not attach any printed Annual Financial Statement.

Form- E4

BANK GUARANTEE FORMAT FOR BID SECURITY

To

Deputy General Manager (T) Environment, National Highways & Infrastructure Development Corporation Limited,
2nd Floor, Tower-A, World Trade Centre, Nauroji Nagar, Delhi-110029

In consideration of "National Highways and Infrastructure Development Corporation Ltd." (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....having its office (Hereinafter referred to as the "Agency" which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement no. / Letter of Award No ... dated and the same having been unequivocally accepted by the Agency, resulting in a Contract valued at Rs...../ (Rupees.....) Including GST for "<Project Description>" (Hereinafter called the "Contract"), and the Agency having agreed to furnish a Bank Guarantee to the Client as "Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs /- (Rupees.....).

We,having registered office at, a body registered / constituted under the(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand any or, all money payable by the Agency to the extent of Rs.....(Rupees.....) as aforesaid at any time up to without any demur, reservation, contest, recourse or protest and/or without any reference to the Agency. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Agency. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Agency and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Agency any other course or remedy or security available to the Client. The bank shall not be

relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

This guarantee shall also be operatable at our Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

The liability of Bank under this Guarantee shall not be affected by any change in the constitution of the Agency or the bank. Notwithstanding anything contained herein,

- a) Our liability under this Bank Guarantee is limited to Rs... (Rupees.....) and it shall remain in force up to and including and shall be extended from time to time for such period as may be desired by M/s_____ on whose behalf this guarantee has been given.
- b) This Bank Guarantee shall be valid up to and claim period up to
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (date of expiry of Guarantee).

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)

NOTE:

1. The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).
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.
The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).

(Form-T1)

TECHNICAL PROPOSAL

FROM:

TO:

Sir:

Subject Consultancy Service for

Regarding Technical Proposal

I/We (name of Bidder) Consultant/Consultancy firm herewith enclose Technical Proposal for Selection of my/our firm/Organization as consultation for

Yours faithfully,

Signature

Full Name

Designation

Address

(Authorized Representative)

Details of projects for which Technical and Financial Proposals have been submitted

Sl. No.	<i>Name of Project</i>	Consultancy Name	Names of Proposed Key Personnel
1			
2			
3			
4			
5			
6			

Composition of the Team Personnel and the task Which would be assigned to each Team Member

I. Technical/Managerial Staff

Sr .No.	Name	Position	Task Assignment
---------	------	----------	-----------------

1.

2.

3.

4.

....

....

....

II. Support Staff

Sr. No.	Name	Position	Task Assignment
---------	------	----------	-----------------

1.

2.

3.

4.

....

....

....

**APPROACH PAPER ON METHODOLOGY PROPOSED FOR PERFORMING THE
ASSIGNMENT**

The approach and methodology will be detailed precisely under the following topics.

- 1) Methodology for services, data collection [not more than 2 pages] and analysis
- 2) Quality Assurance system for consultancy assignment [not more than 1 page]
- 3) The key challenges foreseen and proposed solutions.

Office Equipment and software

Attach a list of office equipment and software owned by the Applicant

(Curriculum Vitae)

CVs of the Key Personnel should be uploaded along with the Technical Proposals.

UNDERTAKING FROM THE PROFESSIONAL

I, (Name and Address) have not left any assignment with the consultants engaged by MORT&H/ NHIDCL for any continuing works of MORT&H/NHIDCL without completing my assignment. I will be available for the entire duration of the current project (named.....). If I leave this assignment in the middle of the completion of the work, I may be debarred for an appropriate period to be decided by NHIDCL. I have also no objection if my services are extended by NHIDCL for this work in future.

UNDERTAKING FROM CONSULTING FIRM

The undersigned on behalf of (name of consulting firm) certify that Shri.....(name of the proposed personnel and address) to the best of our knowledge has not left his assignment with any consulting firm engaged by MORT&H /NHIDCL for the ongoing projects. We understand that if the information about leaving the past assignment with NHIDCL without completing his assignment is known to NHIDCL, NHIDCL would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by NHIDCL.

(Form-I)

FINANCIAL PROPOSALS

FROM:

TO:

Sir:

Subject: Consultants' Services for

Regarding Price Proposal

I/We _____ Consultancy firm herewith enclose *Price Proposal
for selection of my/our firm/organization as Consultant for

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

(Authorized Representative)

***The Financial proposal is to be filled strictly as per the format given in RFP.**

Financial Proposal

Format of Financial Proposal**Summary of Cost in Local Currency**

No.	Description	Quantity	Units	BASIC RATE in Figures to be entered by the Bidder (Excluding GST)	TOTAL AMOUNT (Excluding GST)	TOTAL AMOUNT in Words
1	Remuneration for Staff (inclusive of per diem allowance)					
2	KEY PERSONNEL					
3	Sustainability Expert	3	Man Months			
4	Highway and Transportation Expert	3	Man Months			
5	ESG Expert	3	Man Months			
6	Communication Expert	3	Man Months			
7	Energy and Climate Change Expert	3	Man Months			
8	Design Expert	3	Man Months			
9	Support Staff (inclusive of per diem allowance)					
10	Other Support Staff, if any		Lumpsum			
11	Fixed Costs					
12	Duty Travel to Site (All Trips)		Lumpsum			
13	Office Supplies, Utilities and Communication	3	Months			
14	Reports and Document Printing	3	Months			
Total in Figures						
Quoted Rate in Words						

Note: No escalation will be payable during the services

Insurances shall not be allowed separately. These will be incidental to main items.

Rates for all items shall be quoted in figures as well as in words.

DETAILED EVALUATION CRITERIA

1. First Stage Evaluation -Proof of Eligibility (Para 12.1 of Data Sheet)

1.1 Eligibility criteria for sole applicant firm.

S. No.	Minimum experience and performance of Preparation of Sustainability Report	Annual average turnover
1	A Firm applying should have Experience of preparation of atleast 3 (Three) Sustainability Reports	Annual average turnover for last 5 years of the firm should be equal to or more than Rs. 5.00 Crore.

Annual Average Turn Over for the last 5 shall be considered from 2020-21 to 2024-25 of the firm from Consultancy services should be equal to more than Rs.5 crore.

2. Second Stage Evaluation -Technical Evaluation (Para 12.2 of Data Sheet)

A. Firm's relevant experience in last 7 years (25)

The following is the break-up:

S. No.	Description	Sub Points	Maximum Points
1	Specific experience of the preparation of Sustainability Report consultancy related to the assignment for eligibility		10
1.1.1	< 3 project	0	
1.1.2	3 project	05	
1.1.3	4 to 5 projects	07	
1.1.4	More than 5 projects	10	
2	Experience in preparation of preparation of Sustainability Report for a linear/road projects		10
2.1	< 3 project	0	
2.2	3 Projects	05	
2.3	4 to 5 Projects	07	
2.4	More than 5 projects	10	
3	Specific experience of firms in terms of turnover		5
3.1	Firm's Average Turnover of last 5 years > 50 crore	5	
3.2	Firm Average Turnover of last 5 years 20-50 crore	4	
3.3	Firm Average Turnover of last 5 years 5-20 crore	3	

B. Adequacy of approach and methodology (50)

S. No.	Description	Points	
1	Team composition	10	
2	Methodology for Assessing present State of Affairs, Stakeholder Engagement, Capacity Building, Materiality Assessment, Data collection and Data Analysis, Gap Analysis, Design and preparation of preliminary Report, Independent external assurance certification etc.	40	
Total		50	

C. Qualification and relevant experience of the proposed key personnel (25)

The weightage for various key staff is as under:

S. No.	Key personnel	Points
1	Sustainability Expert	05
2	Highway & Transportation Expert	05
3	ESG Expert	05
4	Communication Expert	03
5	Energy and climate change Expert	05
6	Design Expert	02
Total		25

2.1 Sustainability Expert

S.	Description	Sub Points	Max. Points
No.			
I		Relevant Experience & Adequacy for the Project	
a)	Qualification		20
	Environmental Engg. or M.Sc. (Env. Science) or Equivalent	10	
	M.Tech. (Env. Science) or Ph.D (relevant field) or Equivalent	05	
	MBA or Equivalent or 1 Year PG Diploma in Sustainable Development or Equivalent	05	
II	Total Professional Experience		35
	<05 years	0	
	≥ 05 years and upto 07 years	10	
	> 07 years and upto 10 years	20	
	>10 years	35	
III	Relevant experience and adequacy for the project		40
	< 05 years	0	
	≥ 05 years and upto 07 years	10	
	> 07 years and upto 10 years	20	
	> 10 years	40	
II	Employment with Firm		05
	Less than 1 Year	0	
	1-2 years	3	
	more than 2 years	05	
Total		100	

2.2 Highway & Transportation Expert

S.	Description	Sub points	Max. Points
No.			
I	Relevant Experience & Adequacy for the Project		
a)	Qualification		20
	B.Tech (Civil Eng. or Transportation Eng.) or Equivalent	10	
	M.Tech (Civil Eng. or Transportation Eng.) or Ph.D in relevant field or Equivalent	05	
	MBA or Equivalent or PG Diploma in relevant field or Equivalent	05	
b)	Total Professional Experience		35
	<05 years	0	
	≥ 05 years and upto 07 years	10	
	> 07 years and upto 10 years	20	
	>10 years	35	
c)	Relevant experience and adequacy for the project		40
	< 05 years	0	
	≥ 05 years and upto 07 years	10	
	> 07 years and upto 10 years	20	
	> 10 years	40	
II	Employment with Firm		05
	Less than 1 Year	0	
	1-2 years	3	
	more than 2 years	05	
Total		100	

2.3 ESG Expert

S.	Description	Sub points	Max. Points
No.			
I	Relevant Experience & Adequacy for the Project		
a)	Qualification		20
	Environmental Engg. or Equivalent M.Sc. (Env. Science) or MA (Social Science)/ (Governance) or Equivalent	10	
	M.Tech (Env. Science) or Ph.D (Relevant Field) or Equivalent	05	
	MBA or Equivalent or Masters in Corporate Governance or PG Diploma in ESG or (Relevant field) or Equivalent	05	
b)	Total Professional Experience		35
	<05 years	0	
	≥ 05 years and upto 07 years	10	
	> 07 years and upto 10 years	20	
	>10 years	35	
c)	Relevant experience and adequacy for the project		40
	< 05 years	0	
	≥ 05 years and upto 07 years	10	
	> 07 years and upto 10 years	20	
	> 10 years	40	
II	Employment with Firm		05
	Less than 1 Year	0	
	1-2 years	3	
	more than 2 years	05	
Total		100	

2.4. Communication Expert

S.	Description	Sub points	Max. Points
No.			
I	Relevant Experience & Adequacy for the Project		
1.			
a)	Qualification		20
	Masters in Mass Communication or Relevant field or Equivalent	10	
	Ph.D in relevant field or Equivalent	05	
	MBA or equivalent or PG Diploma in relevant field e.g. Stakeholder Consultation/Resolution or Equivalent	05	
b)	Total Professional Experience		35
	<05 years	0	
	≥ 05 years and upto 07 years	10	
	> 07 years and upto 10 years	20	
	>10 years	35	
c)	Relevant experience and adequacy for the project		40
	< 05 years	0	
	≥ 05 years and upto 07 years	10	
	> 07 years and upto 10 years	20	
	> 10 years	40	
II	Employment with Firm		05
	Less than 1 Year	0	
	1-2 years	3	
	more than 2 years	05	
Total		100	

2.5 Energy and Climate Change Expert

S.	Description	Sub points	Max. Points
No.			
I	Relevant Experience & Adequacy for the Project		
1.			
a)	Qualification		20
	B.Tech (relevant field) or M.Sc. (relevant field) or Equivalent	10	
	MBA or Equivalent or PG Diploma (Relevant field e.g. Energy & Climate Change) or Equivalent	05	
	M.Tech (relevant field) or Ph.D (relevant field) or Equivalent	05	
b)	Total Professional Experience		35
	<05 years	0	
	≥ 05 years and upto 07 years	10	
	> 07 years and upto 10 years	20	
	>10 years	35	
c)	Relevant experience and adequacy for the project		40
	< 05 years	0	
	≥ 05 years and upto 07 years	10	
	> 07 years and upto 10 years	20	
	> 10 years	40	
II	Employment with Firm		05
	Less than 1 Year	0	
	1-2 years	3	
	more than 2 years	05	
Total		100	

2.6 Design Expert for Sustainability Report

S.	Description	Sub points	Max. Points
No.			
I	Relevant Experience & Adequacy for the Project		
a)	Qualification		20
	B.Tech (relevant field) or Masters in relevant field e.g. graphic designer and report formatting or Equivalent	10	
	M.Tech (relevant field) or Ph.D. (relevant field) or Equivalent	05	
	MBA or Equivalent or PG Diploma in (relevant field) or Equivalent	05	
b)	Total Professional Experience		35
	<05 years	0	
	≥ 05 years and upto 07 years	10	
	> 07 years and upto 10 years	20	
	>10 years	35	
c)	Relevant experience and adequacy for the project		40
	< 05 years	0	
	≥ 05 years and upto 07 years	10	
	> 07 years and upto 10 years	20	
	> 10 years	40	
II	Employment with Firm		05
	Less than 1 Year	0	
	1-2 years	3	
	more than 2 years	05	
Total		100	

DRAFT CONTRACT AGREEMENT FOR CONSULTANT'S SERVICES

2.1 CONTRACT FOR CONSULTANTS' SERVICES

2.1.1.1 Consultancy Services for <Project Description>

This CONTRACT (hereinafter called the "Contract") is made on the ---- day of the month of -----2025 , between, on the one hand, (<Agency>), New Delhi (hereinafter called the "Client") and,
on the other hand, M/s ----- in JV with -----
and in Association with (hereinafter called the "Consultants").

WHEREAS

(A) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");

(B) the Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1 The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (hereinafter called "GC");
- (b) The Special Conditions of contract (hereinafter called "SC");
- (c) The following Appendices:

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF

(<Agency>)

Witness

1. Signature Name

Address

By

Authorized Representative

2. Signature

Name Address

FOR AND ON BEHALF OF

Witness

(Consultant)

1. Signature

Name

Address

By

Authorized Representative

2. Signature Name

Address

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) “foreign currency” means any currency other than the currency of the Government;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of India;
- (g) “local currency” means the currency of the Government;
- (h) “Member”, in case the Consultants consist of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all of these entities;
- (i) “Personnel” means persons hired by the Consultants or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof; “foreign Personnel” means such persons who at the time of being so hired had their domicile outside India; and “local Personnel” means such persons who at the time of being so hired had their domicile inside India;
- (j) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- (k) “Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
- (l) “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (m) “Sub consultant” means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (n) “Third Party” means any person or entity other than the Government, the Client, the Consultants or a Sub consultant.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultants. The

Consultants, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Governing Law and Jurisdiction

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and the Courts at New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.4 Language

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

1.5 Table of Contents and Headings

The table of contents, headings or sub-headings in this agreement are for convenience for reference only and shall not be used in, and shall not limit, alter or affect the construction and interpretation of this Contract.

1.6 Notices

1.6.1

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, facsimile or e-mail to such Party at the address specified in the SC.

1.7 Location

The Services shall be performed at such locations as are specified in **Letter of Acceptance (Appendix-G)** hereto and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Client may approve.

1.8 Authority of Member in Charge

In case the Consultants consist of a joint venture of more than one entity, with or without an Associate the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.10 Taxes and Duties

Unless otherwise specified in the SC, the Consultants shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

2.4 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 8.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

2.6 Force Majeure

(a) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations here under 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 and effective equipment, machinery, materials and methods. The Consultants 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.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub consultants, as well as the Personnel and agents of the Consultants and any Sub consultants, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

3.2 Conflict of Interests

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants 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 hereunder, and the Consultants shall use their best efforts to ensure that any Sub consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates not to be otherwise interested in Project

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, and any entity affiliated with consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.3 Confidentiality

The Consultants, and their Personnel shall not, either during the term or within two 1 year after the expiration of this Contract, disclose any proprietary or confidential information relation to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultants

Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.5 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Consultants' costs and charges), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contact, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.6

Documents prepared by the Consultants to be the Property of the Client All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents Restrictions about the future use of these documents.

4 CONSULTANTS' PERSONNEL

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel

Describe the titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Professional Sub Professional Personnel

If additional work is required beyond the scope of the Services specified in RFP, the estimated periods of engagement of Key Personnel set forth in this RFP may be increased by agreement in writing between the Client and the Consultants.

4.3 Approval of Personnel

The Key Personnel and Sub consultants listed by title as well as by name are hereby approved by the Client.

5 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Consultants' costs and charges), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contact, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

A. Amendments of, and Supplements to, Clauses in the General Conditions

1.1(a) The words “**in the Government’s country**” are amended to read “**in INDIA**”

1.4 The language is: **English**

1.6.1 The addresses are:

For the Client : <Agency>, <Address>

Attention : <Agency>, Address> Extn.; Fax: 011-.....

E-mail: <Email>

For the Consultants:

Attention: Name

Designation

Address

Tel: Fax: E-mail address

1.6.2 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) In the case of facsimiles, 24 hours following confirmed transmission.
- (c) In case of E mail, 24 hours following confirmed transmission.

1.8 Entity to Act as Member in charge (In case of Joint Venture of Consultants) with or without an Associate: -

1.9 The Authorized Representatives are:

For the Client : (--)

Director, <Agency> (--)

For the Consultant: Name

Designation

1.10 The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws (prevailing 7 days before the last date of submission of bids) during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.1 The effectiveness conditions are the following:

a) The contract has been approved by <Agency>.

b) The Selected Bidder will furnish within 15 days of the issue of letter of acceptance, an unconditional Bank Guarantee for an amount equivalent to **3%** of the total contract value to be received by him from a Nationalized Bank, IDBI or ICICI/ICICI Bank/Foreign Bank/EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the BG shall be furnished on behalf of the JV or lead partner of JV for an amount equivalent to **6%** of the total contract value to be received by him towards Performance Security Ovalid for a period of six months beyond the date of completion of services.

3.4 Limitation of the Consultants' Liability towards the Client

(a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

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

3.5 The risks and the coverage shall be as follows:

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

(b) Third Party liability insurance with a minimum coverage, for Rs.1.00 million

Format for Bank Guarantee for Performance Security BANK GUARANTEE FOR PERFORMANCE SECURITY

To,

The Managing Director,
1st & 2nd floor, Tower-A,
World Trade Centre, Nauroji Nagar,
New Delhi – 110029

In consideration of <Agency> (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....having its office at

..... (Hereinafter referred to as the “Consultant” which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client’s Contract Agreement no. / Letter of Acceptance No.

dated and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs...../- (Rupees.....) excluding Goods & service tax for “Consultancy Services for preparation of Detailed Project Report of

<Project Description>(Hereinafter called the “Contract”), and the

Consultant having agreed to furnish a Bank Guarantee to the Client as “Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs...../- (Rupees).

We,having registered office at..... , a body registered/constituted

under the(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all money payable by the Consultant to the extent of Rs.

.....(Rupees.....) as aforesaid at any time up to . without any demur,

reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The

bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the

Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities. Notwithstanding anything contained herein,

a) Our liability under this Bank Guarantee is limited to Rs.(Rupees) and it shall remain in force up to and including

.....and shall be extended from time to time for such period as may be desired by M/s , on whose behalf this guarantee has been given.

b) This Bank Guarantee shall be valid up to.....

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (date of

expiry of Guarantee).

(Signature of the Authorized Official)

(Name & Designation with Bank Stamp)

NOTE:

(i) The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).

(ii) 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.

(iii) The bank guarantee for Rs 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).