



National Highways and Infrastructure Development Corporation Limited

Request for Proposal

for

**Selection of Transaction Advisor for Development &
Operations of Multi-modal Logistics Park at Jogighopa in
PPP Mode**

Dated: 19 / 11 / 2024

National Highways & Infrastructure Development Corporation Limited
1st Floor, Tower-A, World Trade Centre, Nauroji Nagar, Safdarjung Enclave,
New Delhi-110029

**National Highways Infrastructure Development Corporation Ltd.
NATIONAL COMPETITIVE BIDDING (NCB)**

**Request for Proposal (RFP) for Selection of Transaction Advisor for Development &
Operations of Multi-modal Logistics Park at Jogighopa in PPP Mode**

(Ref No: NHIDCL/MMLP/SPV/TA/2024)

The NHIDCL has developed Phase 1 of Multi Modal Logistics Park, at Jogighopa Assam as a flagship project to capitalize on the emerging market potential and to drive trade, commerce and logistics activities in the North-East regions of India.

NHIDCL invites proposal from interested bidders for Selection of Transaction Advisor for Development & Operations of Multi-modal Logistics Park at Jogighopa in PPP Mode. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RFP document uploaded on the website: www.nhidcl.com

The RFP submissions will necessarily have to be accompanied with a Refundable Bid Security of INR 2,00,000/- (Rupees Two Lacs only) in favour of NHIDCL payable at New Delhi, India.

The submissions must be addressed to:

**NHIDCL Office, 1st & 2nd Floor, Tower A, WTC,
Nauroji Nagar, Safdarjung Enclave,
New Delhi, 110029
Email: gm.infra@nhidcl.com**

Disclaimer

1. This RFP document is neither an agreement nor an offer by National Highway Infrastructure Development Corporation Ltd., Government of India (hereinafter referred to as NHIDCL) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. NHIDCL does not make any representation or warranty as to the accuracy, reliability, or completeness of the information in this RFP document, and it is not possible for NHIDCL to consider needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by NHIDCL in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. NHIDCL will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of NHIDCL or their employees, any Applicant or otherwise arising in any way from the selection process for the program. NHIDCL will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.
4. NHIDCL will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that NHIDCL is bound to select an Applicant or to appoint the Selected Agency, as the case may be, for the services and NHIDCL reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. NHIDCL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Application.
5. The information given is not exhaustive on account of statutory requirements and should not be regarded as complete or authoritative statement of law. NHIDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. NHIDCL reserves the right to change/ modify/ amend/ cancel any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website of NHIDCL and CPP Portal.
7. The agreement shall be subjected to the jurisdiction of the court at New Delhi only.
8. The RFP does not address concerns relating to diverse investment objectives, financial situation, and particular needs of any party. The RFP is not intended to provide the basis for any investment decision and each bidder must make its / their own independent assessment in respect of various aspects of the techno-economic feasibilities of the project. No person has been authorized by NHIDCL to give any information or to make any representation not

contained in the RFP.

9. Information provided in this RFP to the bidders is on a wide range of matters and is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
10. NHIDCL may terminate the bid process in case of any violations / infringement.

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Section 1. Letter of Invitation

New Delhi

Date: November, 2024

1. Project Introduction

NHIDCL (Client) invites proposals to undertake following assignment. The detailed scope of services is provided in the Terms of Reference.

2. Objectives

The objective of this RFP is for **Selection of Transaction Advisor for Development & Operations of Multi-modal Logistics Park at Jogighopa in PPP Mode**

3. A Consultant will be selected under **Quality cum Cost Based Selection (QCBS)** and procedures described in this RFP.

4. The RFP includes the following documents:

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Bidders

SECTION 3: Prequalification and Technical Proposal – Standard Forms

SECTION 4: Financial Proposal - Standard forms

SECTION 5: Terms of Reference

SECTION 6: Standard form of Contract

All clarifications/ corrigendum will be published only on the Client's website. The official website for accessing the information related to this RFP is: eprocure.gov.in and www.nhidcl.com (the "Official Website").

Yours sincerely,

**General Manager
(Tech) Infra Division,
NHIDCL HQ**

Section 2. Instructions to Bidders

2.1 Introduction

- 2.1.1 The Client intends to select a consulting agency (the Consultant), in accordance with the method of selection specified in the data sheet. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by Client through the selection process specified in this RFP (the "Selection Process"). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Client's decisions are without any right of appeal whatsoever.
- 2.1.2 The Applicants are invited to submit Pre-qualification, Technical and Financial Proposals (collectively called as "the Proposal"), as specified in the data sheet, for the services required for the Assignment. The term "Applicant" refers to a single entity for execution of the assignment. The Proposal will form the basis for contract signing with the selected Consultant. The Consultant shall carry out tasks in accordance to the Terms of Reference of this RFP (the "TOR").
- 2.1.3 The Applicant shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith.
- 2.1.4 Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Applicants.
- 2.1.5 Client requires that the Consultant provides professional, objective, and impartial advice and at all times hold Client's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the Project.
- 2.1.6 It is the Client's policy to require that the Applicants observe the highest standard of ethics during the Selection Process and execution of work/assignment. In pursuance of this policy, the Client:
- (a) will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the work order in question.
 - (b) will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the work order.
- 2.1.7 Deleted
- 2.1.8 Deleted
- 2.1.9 The Proposal shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the Proposal Due Date (the "PDD").
- 2.1.10 Joint venture or Consortium is not permitted.
- 2.1.11 Right to reject any or all Proposals:
- (a) Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment,

and without assigning any reasons thereof.

- (b) Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:
 - i. at any time, a material misrepresentation is made or discovered, or
 - ii. The Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
- (c) Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

2.1.12 Acknowledgement by Applicant/ Bidder

- 1. It shall be deemed that by submitting the Proposal, the Applicant has:
 - a) made a complete and careful examination of the RFP;
 - b) received all relevant information requested from the Client;
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
 - d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - e) acknowledged that it does not have a Conflict of Interest; and
 - f) Agreed to be bound by the undertaking provided by it under and in term hereof.
 - g) conducted its own investigations and analysis and checked the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtained independent advice from appropriate sources.
- 2. The Client and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.

2.1.13 Project Office: Consultant must have a functioning office in Delhi/NCR.

2.2 Clarification and amendment of RFP documents

- 2.2.1 Consultants may seek clarification on this RFP document, within a week of the date of issue of this RFP document. Any request for clarification must be sent by standard electronic means (PDF and word file) through e-mail (gm.infra@nhidcl.com) addressed to:

**General Manager (Tech), Infra Division
NHIDCL, 1st and 2nd floor, Tower A, World Trade Centre,
Nauroji Nagar, New Delhi -110029**

- 2.2.2 Bidders may seek clarification on this RFP Document as per the schedule provided in the Data Sheet. Any request for clarification must be shared by electronic means (PDF and Word File) to the email provided in the Data Sheet. The format for preproposal queries is provided below:

S.No	Clause / Page No	Content of the RFP requiring clarifications	Clarifications Requested

The Client will endeavour to respond to the queries prior to the Proposal Due Date. The Client will post the reply to all such queries on CPP Portal and on NHIDCL website.

2.2.3 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP documents by an amendment. All amendments/ corrigenda will be posted on the CPP Portal and Client's Official Website. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the Proposal Due Date.

2.2.4 Date of pre-bid meeting and venue is mentioned in data sheet. Applicants willing to attend the pre-bid should inform client beforehand in writing and email. The maximum no. of participants from an applicant, who chose to attend the pre-bid meeting, shall not be more than two per applicant. The representatives attending the pre-bid meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.

2.3 Bid Security

2.3.1 The Bidder shall furnish as part of its Proposal, a bid security of Rs 2,00,000/- (Rs. Two Lacs Only) in the form of e-Bank Guarantee (e-BG) or may be deposited through online facility provided by the IndusInd Bank in favour of National Highways & Infrastructure Corporation Ltd. payable at New Delhi valid, for a minimum period of 225 days (i.e., 45 days beyond the validity of the bid). The NHIDCL shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.3.2 The Bid submitted without Bid Security will be summarily rejected.

2.3.3 The Bid Security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement with the Employer and has furnished the required Performance Guarantee as specified in the document within 15 days from the receipt of the Letter of Acceptance. Unqualified bidders would be informed regarding their non qualification, without any explanation and thereafter Bid Security would be returned unopened after the evaluation of the financial proposal and signing the contract agreement with the successful bidder.

2.3.4 For further details and step by step process regarding e-BG and online payment, NHIDCL Office Order dated 22nd March 2023 may be referred. A copy of payment receipt must be submitted in case of online payment.

2.3.5 In the case of successful bidder, Bid Security shall be returned only after submission of Performance Security in accordance with relevant clause or it may be forfeited in case the successful bidder refuses to accept the award of supply or fails to complete the required formalities within the specified and permitted time-

2.3.6 Client will be entitled to forfeit and appropriate the Bid Security regarding the RFP without prejudice to client's any other right or remedy under the following conditions:

- (i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as envisaged under this RFP (including the Standard Form of work order).
- (ii) If any 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,
- (iii) In the case of the selected Applicant, if they fail to accept the work order or provide the

Performance Security within the specified time limit, or

- (iv) If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to Client.

2.4 Eligible Applicants/Bidders

- 2.4.1 The Applicant should be registered in India under the Companies Act 2013 or a partnership consultant registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India.
- 2.4.2 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise.
- 2.4.3 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.4.4 An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate. Declaration in this regard has been incorporated in Form 3A: Technical Proposal Submission Form.

2.5 Preparation of proposal

- 2.5.1 Applicants are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.5.2 In preparing their Proposal, Applicants are expected to thoroughly examine the RFP Document.
- 2.5.3 The technical proposal should provide the documents as prescribed in this RFP. No information related to financial proposal should be provided in the technical proposal.
- 2.5.4 Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, Client will be entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal, the Applicant shall be disqualified, and his proposal will not be considered.
- 2.5.5 The Proposals must be digitally pre-signed by the Authorized Representative (the Authorized Representative) as detailed below:
 - (i) by the proprietor in case of a proprietary consultant.
 - (ii) by a partner, in case of a partnership consultant and/or a limited liability partnership; or
 - (iii) by a duly authorized person holding the Power of Attorney/Board Resolution, in case of a Limited Company or a corporation.
- 2.5.6 Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents

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

2.5.7 DELETED

2.5.8 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP in the online portal.

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

2.5.10 The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete contract signing within this period. If the Client wishes to extend the validity period of the proposals, it may ask the consultants to extend the validity of their proposals for a stated period. Consultants, who do not agree, have the right not to extend the validity of their proposals.

2.6 Submission, receipt and opening of proposals

2.6.1 The Proposal shall be submitted through CPP Portal. Files uploaded on the portal should have file name in accordance to following format [**Form name. Applicant name**]. Proposal received in any other manner shall be summarily rejected.

2.6.2 The Authorized Representative of the Applicant should authenticate Bid Security Details, Pre-qualification, Technical and Financial proposal using digital signatures. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal (Pre-Qualification Proposal).

2.6.3 The Applicant shall submit his online proposal including the details of EMD, Pre-Qualification Proposal, Technical Proposal and Financial Proposal respectively, on CPP Portal and NHIDCL website.

2.6.4 A scanned copy (in pdf format) of the submission of Bid Security/e- Bank Guarantee shall also be uploaded on CPP Portal. Bids received without the specified Bid Security will be summarily rejected.

2.6.5 The Applicant shall submit his proposal containing the details of EMD, Pre-Qualification Proposal, Technical Proposal and the Financial Proposal, on E-Procurement Portal.

2.6.6 After the Proposal submission until the grant of the work order, if any Applicant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the Applicant consultant to influence the Client during the Proposal evaluation, Proposal comparison or grant of the work order decisions may result in the rejection of the Applicant's proposal.

2.6.7 After the Proposal submission until the contract is awarded, if any Consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the consultant to influence the Client during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

2.7 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

2.7.1 Document in support of proof of eligibility:

- a) 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 detailed below:**
 - **Forwarding letter for proposal submission form in the Form 3A.**
- b) Firms to submit the registration certificate registered in India under the companies act 2013/ Certificate of registration of Partnership consultant under the Indian Partnership act 1932/ or LLP registration under LLP Act 2008 with their registered office in India.
- c) Firms to submit the self-certification on a stamp paper of Rs. 100 duly notarized that the consultant/ bidder has not been blacklisted by any central/state/UT government/ Public Sector Undertaking in India on the proposal due date.
- d) Firm's **relevant experience and performance for the completed assignments/eligible projects related to Transaction Services in Transport/Logistics sector for the last 7 years:** Project sheets in support of relevant experience as per Form-3B supported by the experience certificates from clients in support of experience as specified in data sheet.
- e) **Firm's turnover from providing consultancy/advisory services (excluding revenue from Audit and Taxation) for the last 3 years:** A tabular statement as in Form 3C showing the turnover of the applicant consultant(s) for the last three years beginning with the last financial year certified by the Chartered Account with UDIN number showing revenues for the said period shall be submitted in support of the turnover.
- f) Bid security: The bidder should submit along with his proposal a bid security as detailed in point 2.3 above. The proof/ transaction receipt of depositing the Bid Security must be furnished while submitting the proposal.
- g) Document fee: The fee for the document amounting to Rs. 5,900 (Rupees Five Thousand Nine Hundred only) through RTGS/NEFT/other online mode) facility provided by the IndusInd Bank i.e. Indus Collect Portal in the NHIDCL's Bank must be furnished in a separate envelope while submitting the proposal. For further details and step by step process regarding online payment, NHIDCL Office Order dated 22nd March 2023 may be referred. A copy of payment receipt must be submitted.
- h) Power of Attorney on a stamp paper of Rs.100 and duly notarized authorizing to submit the proposal as per Form 3D.

- i) Consultants shall comply with the provisions of Integrity Pact (IP) as given in Form 3J and the Integrity Pact (IP) duly signed by Authorized signatory shall be submitted by the Consultant with technical Proposal & shall be part of the Contract Agreement.
- j) The minimum essential requirement in respect of eligibility has been indicated in the RFP, the proposal found deficient in any respect of these requirements will not be considered for further evaluation

2.7.2 Technical Proposal:

The technical proposal shall be submitted strictly in the Formats as detailed below and shall comprise of following documents:

- a) Forwarding letter for Technical proposal duly signed by the authorized person on behalf of the bidder, as in Form 3A.
- b) **Firm's turnover from providing consultancy/advisory services (excluding revenue from Audit and Taxation) for the last 3 years:** A tabular statement as in Form 3C showing the turnover of the applicant consultant(s) for the last three years beginning with the last financial year certified by the Chartered Account with UDIN number showing revenues for the said period shall be submitted in support of the turnover. If this information is submitted as part of Proof of Eligibility and the same shall be evaluated and need not be submitted again as a part of the technical proposal.
- c) Firm's relevant experience and performance for the completed assignments/eligible projects related to Transaction Advisory Services in Transport/Logistics sector with Government Authority-Centre/ State/ or their agencies in India for the last 7 years: Project sheets in support of relevant experience as per Form-3B supported by the experience certificates from clients in support of experience as specified in data sheet.
- d) Firm's relevant experience and performance for the completed assignments/eligible projects related to preparation of Pre-feasibility / Feasibility Report including PPP structuring, preparation of bid documents and assist Client in Bid Process Management for selection of Developer / Concessionaire for an infrastructure project (all activities in a single project), (project cost should exclude the cost of land), in India in last 7 years from Proposal Due Date.
- e) Firms to submit approach and methodology and work plan for the assignment as per Form 3F.
- f) Firms to submit as well as to give presentation on the approach and methodology and work plan for the assignment.
- g) Firms to submit the team composition indicating the name and tasks being assigned as per Form 3G
- h) CV's of Key Personnel: The CVs of the 05 no key personnel and 2 nos Support Analysts with their field and period of experience as per Form 3H are to be furnished. It may please be ensured that the format is strictly followed and the information furnished therein is true and correct. The Firm shall ensure that details furnished in the CV by the personnel are correct. The age Limit of the Key Personnel is 65 years as on date of bid submission. The proof of age and qualification of the key personnel must be furnished in the technical proposal.

2.7.3 **Financial Proposal:**

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

- i. All the costs associated with the Assignment shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Consultants, sub-consultants and their staff. For the avoidance of doubt, it is clarified that all taxes, including GST, shall be deemed to be included in the cost shown under different items of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.
- iii. The financial proposal should be prepared strictly using, the formats provided on CPP portal. Conditional offer or the proposal not furnished in the format attached in Section 4 shall be considered non- responsive and is liable to be rejected.

2.8 **Submission of Proposals:**

- (a) The Applicants shall submit the proposal (Proof of Eligibility and Technical Proposal) comprising the documents as mentioned under clause 2.7.1 and Clause 2.7.2 respectively to meet the requirements of 'Proof of Eligibility' and 'Technical Proposal' online only.
- (b) Financial proposal is to be submitted separately. Financial proposal is only to be submitted online and no hard copy of the financial proposal should be submitted.
- (c) The proposal must be valid for the number of days stated in the Data Sheet from the closing date of submission of proposal

2.9 **Proposal Evaluation:**

- 2.9.1 As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria as in the data sheet. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (**Shortlisted Applicants**), shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
- 2.9.2 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive.

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

2.9.4 As part of the evaluation, the Pre-Qualification Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria as in Data Sheet, the Technical Proposal submission of such an Applicant will not be evaluated further. In such cases, Financial Proposal will not be opened and Bid Security will be returned upon the completion of the procurement process.

2.9.5 **Stage I- Proof of Eligibility**

The proposals would be evaluated by a committee constituted by NHIDCL. A three- stage procedure will be adopted in evaluating the proposal. In the first stage- Proof of Eligibility, it will be examined inline to the conditions set forth in the RFP.

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 t shall be construed as shortlisted for further evaluation of Technical Proposals.

2.9.6 **Stage II- Technical evaluation:**

- a) In the second stage the technical proposal shall be evaluated as per the detailed evaluation criteria given in Data Sheet.
- b) The evaluation committee ("Evaluation Committee") appointed by the Client will carry out the evaluation of Proposals on the basis of the detailed evaluation criteria and points system as stipulated in the Data Sheet. Each evaluated Proposal will be given a technical score (St) as in data sheet. The maximum points/ marks to be given under each of the evaluation criteria are as per the Data Sheet.
- c) A proposal securing 70 points shall be declared pass in the evaluation.
- d) Technical Proposal: The technical proposal should score at least 70 points out of 100 to be considered for financial evaluation.

2.9.7 **Stage III- Evaluation of Financial Proposal:**

- a) The Financial Bids of technically qualified applicants will be opened on the prescribed date in the presence of Applicant representatives.
- b) If a consultant quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered.
- c) The final selection of the Agency would be based on QCBS (Quality-Cum Cost Based Methodology). The technical score would be calculated for each Applicant by the client and all the Applicants who get at least 70 marks out of 100 would be considered for financial evaluation. Applicants who get a technical score of less than 70 out of 100 would not be considered for the financial evaluation.
- d) The financial score would be calculated through a normalization process where the lowest Applicant would be given 100 marks and scores of all other Applicants would be normalized against this. Final selection would be based on weighted score where the weights for technical and financial scores would be in the ratio of 80:20. The Applicant

with the highest weighted score would be awarded the contract. The Applicant with the lowest qualifying financial bid (L1) will be awarded 100% score (amongst the Applicants which did not get disqualified based on point b above). Financial Scores for other than L 1 Applicants will be evaluated using the following formula: Financial Score of an Applicant (Fn) = {(Commercial Bid of L 1/Commercial Bid of the Applicant) X 100}% (Adjusted to two decimal places).

- e) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- f) The bid price will include all taxes and levies and shall be in Indian Rupees.
- g) Any conditional bid would be rejected
- h) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

2.9.8 **Combined and Final Evaluation:**

The final selection of the Agency would be based on QCBS (Quality-Cum Cost Based Methodology)

- a. The technical and financial scores secured by each Applicant will be added using weightage of 80% and 20% respectively to compute a Composite Bid Score.
- b. The Applicant securing the highest Composite Bid Score will be adjudicated as the most responsive Applicant for award of the Project. The overall score will be calculated as follows:

$$B_n = 0.8 * T_n + 0.2 * F_n \text{ Where}$$

B_n = overall score of the Applicant

T_n = Technical score of the Applicant (out of maximum 100 marks)

F_n = normalized financial score of the Applicant

F_m = lowest Financial Proposal

F = Financial Proposal (in INR) under consideration

The lowest Financial Proposal (F_m) will be given a financial score (F_n) of 100 points. The financial scores (F_n) of the other Financial Proposals will be determined using the following formula:

$$F_n = 100 \times F_m / F;$$

- c. In the event the bid composite bid scores are 'tied', the Applicant securing the highest technical score will be adjudicated as the Best Value Applicant for award of the Project.
- d. In case of any discrepancies, the formula mentioned above will prevail and supersede the formula as per CPP Portal.

2.10 **Award of contract**

- 2.10.1 After selection, a Letter of Award (the "LOA") will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA

duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the LOA, and the next highest-ranking Applicant may be considered.

- 2.10.2 **Performance Security:** The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional e-Bank Guarantee equivalent to 5% of the total contract value 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 Rs.1000 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 e-BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the e-BG shall be furnished on behalf of the JV or by the lead member of the JVs for an amount equivalent to 5% of the total contract value to be received by him towards Performance Security valid for a period of three years beyond the date of completion of services, or end of civil works contract, whichever earlier. The e-Bank Guarantee will be released by NHIDCL upon expiry of 3 years beyond the date of completion of services, or end of civil works contract, whichever earlier, provided rectification of errors if any, found during implementation of the contract for civil work and satisfactory report by NHIDCL in this regard is issued. However, if contract is foreclosed / terminated by NHIDCL at Inception Stage, with no fault of Consultant, Performance Security shall be released within three months from date of foreclosure /termination. In case of failure in submission of the Performance Security by the consultant, the Bid Security shall be forfeited. In the event the Consultant fails to provide the security within 15 days of date of LOA, it may seek extension of time for a period of 15 (Fifteen) days on payment of damages for such extended period in a sum of calculated at the rate of 0.05% (Zero Point Zero Five Percent) of the Bid price for each day until the performance security is provided. For the avoidance of doubt the agreement shall be deemed to be terminated on expiry of additional 15 days' time period. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Consultant to provide the Performance Security in accordance with the provisions of Clause 6.1 and 6.2 within the time specified therein or such extended period as may be provided by the Authority, in accordance with the provisions of Clause 6.3, all rights, privileges, claims and entitlements of the Consultant under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Consultant and the LoA shall be deemed to have been withdrawn by mutual agreement of the Parties. Authority may take action to debar such firms for future projects for a period of 1-2 year.
- 2.10.3 **Execution of contract:** After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Agreement within 30 (thirty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement.
- 2.10.4 The Successful Applicant will be required to sign integrity pact with the Client
- 2.10.5 **Commencement of Assignment:** The Successful Applicant/ Consultant is expected to commence the Assignment on the date of Commencement of Services as prescribed in the General Conditions of Contract. If the Successful Applicant fails to either sign the Agreement or commence the assignment as specified herein, the Client may invite the second ranked Applicant for contract signing. In such an event, the Bid Security/ Performance Security, as the case may be, of the first ranked Applicant shall be liable to be forfeited by the Client.

2.11 Confidentiality

Information relating to evaluation of proposals and recommendations concerning grant of the work order shall not be disclosed to the Applicants, their representatives/agents or any person connected to the Applicant(s) who submitted the proposals or to other persons not officially concerned with the process, until the winning consultant has been notified that it has been given the work order.

2.12 Fraud and corrupt practices

- 2.12.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- 2.12.2 Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 2.12.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
1. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;
 2. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 3. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 4. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 5. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.13 Pre-Bid meeting

- 2.13.1 Pre-Bid Meeting of the Applicants will be convened at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of an authorisation letter from the Applicant.
- 2.13.2 During the Pre-Bid Meeting, the Applicants will be free to seek clarifications (posted on the website) and

make suggestions for consideration of the Client. The Client will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive selection process.

2.14 Miscellaneous

- 2.14.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 2.14.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
1. Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 2. Consult with any Applicant in order to receive clarification or further information;
 3. Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
 4. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 2.14.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 2.14.4 All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to Client in relation to the consultancy shall be the property of Client.
- 2.14.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

2.15 Tentative schedule for selection process

The Client will endeavour to follow the following schedule:

Date of issue of RFP	19.11.2024
Last date for receiving queries/requests for clarifications	26.11.2024
Pre-bid meeting	27.11.2024
Client's response to queries/requests for clarifications	03.12.2024
Proposal Due Date	10.12.2024
Opening of Technical proposal	11.12.2024
Presentation by the Applicants meeting the pre-qualification criteria	Shall be intimated later
Opening of financial bid	Shall be intimated later
Bid validity	180 days from due date

*Applicant may note that the venue and time of opening of financial bid shall be posted on official website of client after presentation by Applicants.

2.16 Data Sheet

Reference	Description						
Section 1, Point 2	The main objective of this assignment is to onboard a Transaction Advisor for Development & Operations of Multi-modal Logistics Park at Jogighopa in PPP Mode. The detailed descriptions of services are mentioned in the Terms of Reference.						
Section 1, Point 3	The method of selection is Quality Cum Cost Based Selection (QCBS).						
2.1.1	The name of Client is: "National Highways Infrastructure Development Corporation Ltd." (NHIDCL).						
2.1.9	The proposal of the consultant shall be valid for 180 (One Hundred Eighty) days from the Proposal Due Date.						
2.2	Clarification must be requested as per timelines on CPP Portal. Applicants shall share the MS Word file in soft copy of pre-bid queries at the time of requesting clarifications. The address for requesting clarification is: Attn. of: General Manager (Infra) ADDRESS: NHIDCL Office, 1st and 2nd Floor, Tower-A, WTC, Nauroji Nagar, New Delhi - 110029 Phone no: +91-11-23317889 E-MAIL: gm.infra@nhidcl.com						
2.2.3	Date & Time of pre bid meeting as per timelines on CPP Portal.						
2.6	The last date of submission of Proposal is as per timelines on CPP Portal. The address for submission of Proposal is, ATTN. OF: General Manager (Infra) ADDRESS: NHIDCL Office, 1st and 2nd Floor, Tower-A, WTC, Nauroji Nagar, New Delhi - 110029 E-MAIL: gm.infra@nhidcl.com						
2.6	Consultants must submit: • Technical proposal • Financial proposal						
2.7	The consultant to state cost in Indian Rupees only. The weights given to technical and financial proposals are: • Technical = 0.80 • Financial = 0.20						
Section 5	Duration of engagement of the Consultant/Transaction Advisor : 6 months						
Section 2, 2.7.1.(g)	Document fee: The fee for the document amounting to Rs. 5,900 (Rupees Five Thousand Nine Hundred only) through RTGS/NEFT/other online mode) facility provided by the IndusInd Bank i.e. Indus Collect Portal in the NHIDCL's Bank must be furnished in a separate envelope while submitting the proposal. For further details and step by step process regarding online payment, NHIDCL Office Order dated 22nd March 2023 may be referred. A copy of payment receipt must be submitted:						
	<table><tr><th>S. No</th><th>Particular</th><th>Details</th></tr><tr><td></td><td></td><td></td></tr></table>	S. No	Particular	Details			
S. No	Particular	Details					

	1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited.
	2	Beneficiary Bank Account No.	90621010002659
	3	Beneficiary Bank Branch, Name and Address	Canara Bank, (erstwhile Syndicate Bank) Transport Bhawan, 1 st Parliament Street, New Delhi 110001
	4	Beneficiary Bank Branch IFSC	CNRB0019062
Section 2. Clause 2.3	Bid Security: The Bidder shall furnish as part of its Proposal, a bid security of Rs. 2,00,000 (Tw lacs only) in the form of e-Bank Guarantee (e-BG) or may be deposited through online facility provided by the IndusInd Bank in favour of National Highways & Infrastructure Corporation Ltd. payable at New Delhi valid, for a minimum period of 225 days (i.e. 45 days beyond the validity of the bid).		

Table-1: Minimum Qualification Criteria
(Refer Clause 2.7.1, Clause 2.8, Clause 2.9.5 of section 2)

Sl. No	Criteria	Supporting documents to be submitted
1	Registration: The Bidder should be registered in India under the Companies Act 2013 or a partnership consultant registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 and must have a registered office in India.	Certification of Incorporation/ Partnership Agreement if registered under Partnership Act of 1932 or LLP Act 2008 along with copy of GST Certificate.
2	Blacklisting: Consulting Agency Bidder should not be blacklisted by any Central /State/UT Government / Public Sector Undertaking in India on the proposal due date.	Self-certification on a stamp paper of Rs. 100 duly notarized shall be provided.
3	Financial capacity: Bidder to be an organization with a minimum average annual turnover of more than INR 100 Cr from Consulting and Advisory Services in India in last 3 years (FY 2021-22, FY 2022-23 and FY 2023-24). <i>Note: Turnover from services related to Audit, Taxation etc shall not be considered.</i>	CA certificate along with UDIN showing revenues for the mentioned services in the last three years
4	Technical capacity: Bidder should have completed 2 assignments related to Transaction Advisory services in Transport / Logistics sector in India in the last 07 years with a minimum work order value (inclusive of taxes) of INR 1 Cr each.	Work Order along with the Completion Certificate issued by the Authority.
5	Bid Security: The Bidder shall furnish as part of its Proposal, a bid security of Rs. 2,00,000 (Two Lacs only) in the form of e-Bank Guarantee (e-BG) or may be deposited through online facility provided by the IndusInd Bank in favour of National Highways & Infrastructure Corporation Ltd. payable at New Delhi valid, for a minimum period of 225 days (i.e. 45 days beyond the validity of the bid).	A scanned copy in (PDF Format) for the deposition of the bid security and the tender fees has to be submitted along with the proposal.

Table-2: Technical Evaluation Criteria
(Refer Clause 2.7.2, Clause 2.8, Clause 2.9.6 of Section 2)

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

S. No.	Evaluation Parameter	Criteria for marking	Maximum Marks
A. Annual Turnover			15
A1	Average annual turnover of the Bidder in last 3 (three) financial years (FY 2021-22, 2022-23 and 2023-24) from Consulting & Advisory Services in India (excluding revenues from audit & tax related services)	• INR 100 Cr. to less than INR 150Cr. (3 marks) • INR 150Cr. to less than INR 200 Cr. (6 marks) • INR 200 Cr. to less than INR 250 Cr. (9 marks) • INR 250 Cr. to less than INR 300 Cr. (12 marks) • INR 300 Cr. and above (15 marks)	15
B. Experience of Transaction Advisory in Transport / Logistical sectors.			30
B1	Number of transaction advisory assignments completed in Transport / Logistics Sector with Government Authority (Centre or State/PSUs) or their agencies in India in the Last 07 years from bid due date with minimum work order value of INR 1 Cr.	3 Marks per eligible project with maximum of 5 projects.	15
B2	Experience of preparation of Pre-feasibility / Feasibility Report including PPP structuring, preparation of bid documents and assist Client in Bid Process Management for selection of Developer / Concessionaire for an infrastructure project (all activities in a single project), with a minimum project cost of Rs. 250 Crores without cost of land, in India in last 7 years from Proposal Due Date	3 Marks per eligible project with maximum of 5 projects.	15
C. Approach and Methodology and Working Plan			30
C1	Approach and Methodology and Working Plan	• Understanding of the project, its purpose, scope, key challenges and learnings from past implementations along with consultant's relevant skill sets, pertinent capabilities, tools, etc. • Comprehensive and robust project approach including	20

S. No.	Evaluation Parameter	Criteria for marking	Maximum Marks
		methodology, implementation strategy, management and governance mechanisms, existing tools, IP and assets, and illustrations from related project experience including relevant works. - Detailed methodology for onboarding concessionaire for the project. - Value Additions Proposed for increased outcomes of the engagement - Work Plan (including deliverables and schedule)	
C2	Presentation on the above to be submitted along with the bid and as presented to Evaluation Committee		10
D. Key Personnel			25
D1	Project Director cum PPP Expert	Marking Scheme: - Less than 3 similar assignments (3 marks) 3 to 5 similar assignments (5 marks) 6 or more similar assignments (7 marks)	7
D2	Technical Expert I : Infrastructure Financing Expert	Marking Scheme: - Less than 3 similar assignments (2 marks) 3 to 5 similar assignments (4 marks) 6 or more similar assignments (5 marks)	5
D3	Technical Expert II : Industrial / Logistical Infrastructure Expert	Marking Scheme: - Less than 3 similar assignments (2 marks) 3 to 5 similar assignments (4 marks) 6 or more similar assignments (5 marks)	5

S. No.	Evaluation Parameter	Criteria for marking	Maximum Marks
D4	Procurement & Contract Management Expert	Marking Scheme: - Less than 3 similar assignments (2 marks) 3 to 5 similar assignments (4 marks) 6 or more similar assignments (5 marks)	5
D5	Legal Expert	Marking Scheme: - Less than 3 assignments (1 marks) 3 to 5 assignments (2 marks) 6 or more assignments (3 marks)	3
D6	Support Analyst - 2 No		-

1. All team members must be available in Delhi NCR at all times and shall visit NHIDCL HQ for meetings, discussions, guidance for the work assigned or as required by Client.
2. The key staff proposed above should be available for presentations/ discussions/ meetings with the Client in Delhi
3. Age of the key staff proposed should not be more than 65 Years on the last day of submission of proposal.
4. The client reserves the right to ask for the details regarding the proof of age, qualification, experience and association of the key staff with the consultant
5. The Support Analysts shall be stationed at Client's Office for day to day coordination and support activities.
6. The consultants are free to make their own estimate of man months required for effective execution of the project. However, time lines as given shall be strictly adhered
7. In addition to the working team, the Consultant shall deploy relevant experts and support team as and when required based on their assessment of the project's requirements. The consultant is advised to assess and factor relevant time input of such experts in their financial quotations. No separate payment shall be considered by client on the account of such services.
8. **A technical presentation will be a critical part of the technical evaluation stage along with the submission documents.** The technical presentation will cover topics on approach and methodology and working plan and detailed case studies, and the marks awarded to these topics will be based on both the technical presentation and the written submission.

Section 3. Prequalification and Technical Proposal – Standard Forms

FORM 3A: PROPOSAL SUBMISSION FORM

FORM 3B: FORMAT FOR ELIGIBLE PROJECTS

FORM 3C: FORMAT FOR AVERAGE ANNUAL TURNOVER

FORM 3D: FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE

FORM 3E: FORMAT OF BANK GUARANTEE FOR BID SECURITY

FORM 3F: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN

FORM 3G: TEAM COMPOSITION AND TASK ASSIGNMENTS

FORM 3H: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL KEY STAFF

FORM 3I: WORK SCHEDULE

FORM 3J: INTEGRITY PACT

Form 3A: Proposal Submission Form

[Location, Date]

To

MANAGING DIRECTOR
NHIDCL,
1st & 2nd floor World Trade Centre,
Nauroji Nagar,
New Delhi – 110029
India

RFP dated [date] for selection of consultant for [name of assignment]

Dear Sir,

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

I / We are submitting our Proposal as [sole applicant] [with full name and address of consultant]. We understand you are not bound to accept any Proposal you receive.

Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
 - a) We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
 - b) We do not have any conflict of interest in accordance with the terms of the RFP;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable

practice or restrictive practice.

- e) Statement of legal Capacity duly signed/ self-attested by the Authorised Signatory is per Appendix -1 is attached
- 7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
- 8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
- 9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither I / we not been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
- 10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our Managing Partner / CEO or any of our Directors/ Managers/ employees.
- 11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned Project.
- 12. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
- 13. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
- 14. We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by Client or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
- 15. The Financial Proposal is being submitted in a separate cover online. This Technical Proposal read with the Financial Proposal shall be binding on us.
- 16. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,

Yours

sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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

Form 3B: Format for Eligible Projects

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

- USE "RELEVANT ASSIGNMENTS" WITH COPY OF PROOF OF EXPERIENCE.

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

Firm's Name:

Authorized Signature:

Form 3C: Format for Average Annual Turnover

.SN	Financial years	Revenue from Consultancy & Advisory Services (INR)
1.	2021-22	
2.	2022-23	
3.	2023-24	
	Average Annual Turnover	

Certificate from the Statutory Auditor

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

UDIN:

Name of Authorized Signatory

Designation

Signature & Seal of Authorized Signatory

Name of the Auditor

Signature & Seal of Authorized Signatory

Note:

1. In case the Consultant does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.

Form 3D: Format for Power of Attorney for Authorised representative (on Stamp of Rs 100)

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

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

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

For [name and registered address of

organization] [Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of

witness] Accepted

Signature]

[Name]

[Designation]

[Address]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Form 3E: Format of E-Bank Guarantee for Performance security

To

**The Managing Director,
National Highways & Infrastructure Development Corporation Limited
3rd Floor, PTI Building, 4- Parliament Street,
New Delhi - 110001**

WHEREAS _____ [name and address of Consultant] (hereafter called the "Consultant") has undertaken, in pursuance of Letter of Acceptance (LOA) No. Dated_ for [name of the Project] (hereinafter called the "Contract")

AND WHEREAS the Contract requires the Consultant to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Contract, for a sum of Rs. cr. (Rupees crore) (the "**Guarantee Amount**"¹).

AND WHEREAS we, through our branch at (the "**Bank**") have agreed to furnish this Bank Guarantee (hereinafter called the "**Guarantee**") by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Consultant's obligations during the engagement period under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Consultant, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of [General Manager of National Highways & Infrastructure Development Corporation Limited], that the Consultant has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Consultant is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Consultant is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Consultant, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Consultant for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Consultant and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Consultant before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Consultant contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Consultant, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Consultant or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to

¹ Guarantee Amount for Performance Security and Additional Performance Security shall be calculated as per Contract.

sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the Consultant under the Contract.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on ****\$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

12. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

13. 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.

14. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of [NHIDCL], details of which is as under:

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC CNRB0019062

4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Canara Bank (erstwhile Syndicate Bank) transport Bhawan, 1st Parliament Street, New Delhi-110001

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

Form 3F: Description of Approach, Methodology and Work Plan

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

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

Form 3G: Team Composition and Task Assignments

Professional staff ¹				
S. No.	Name of staff & Position Assigned	Area of expertise	Est. Man-month Input	Tasks assigned

¹Consultants, who are executing ongoing mandates with the Client, must propose a separate team of Key Personnel while bidding for this project. The Key Personnel proposed above should be available for presentations/ discussions /meetings with the Client, State Government etc.

Form 3H: Curriculum Vitae (CV) for Proposed Professional Key Staff

1.	Proposed position				
2.	Name of consultant				
3.	Name of staff		[First] [Middle] [Surname]		
4.	Date of birth				
5.	Nationality				
6.	Education		[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]		
7.	Membership of Professional Organizations				
8.	Training & Publications		[Indicate significant training since education degrees (under 5) were obtained]		
9.	Countries of Work Experience		[List countries where staff has worked in the last ten years]		
10.	Languages	Language	Proficiency (good/ fair/ poor)		
		English	Speaking	Reading	Writing
11.	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	Name of Organization	Position held	Duration	
				YYYY to present	
12.	Details of tasks assigned				
13.	Work Undertaken that Best Illustrates Capability to Assigned Handle the Tasks Assigned	[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned] a. Name of assignment or project: Year: Location: Client: Name & Contact of Client Representative: Project Cost: Main project features: Positions held: Activities performed:			
14.	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.			
Signature		Signature			
Date: [dd/mm/yyyy]		Date: [dd/mm/yyyy]			
Name of staff member:		Name of Authorized Signatory:			

Note: Any key personnel debarred by any Government organisation or Public Entity or organised body for any reason shall not be nominated to this assignment

FORM 3J: Integrity Pact

INTEGRITY PACT FORMAT

(To be signed by the Bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the NHIDCL)

This integrity Pact is made at _____ on this _____ day of _____ 2020.

BETWEEN

[President of India through NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD., established under the Companies Act, 2013, represented by its Managing Director and having its principal office at 3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001], (hereinafter referred to as the **"Principal/Owner"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

AND

{Name and address of the Firm/Company}, (hereinafter referred to as "The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

Whereas, the Principal has floated the Tender {NIT No.dtd.....} (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract/s for {Name of the work} (hereinafter referred to as the "Contract").

And Whereas the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as "Integrity Pact" or "Pact") the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article-1: Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article – 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or consultant, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she

- is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
 - (e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
 - (f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - (g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article - 3 Disqualification from tender process and exclusion from future contracts.

- (1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article- 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
- (2) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.
- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".
- (4) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.
- (6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.

- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages.

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
- (2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article – 5: Previous Transgressions

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anticorruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.

- (1) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Concessionaires/ Consultants and subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s).

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

Article- 8: Independent External Monitor (IEM)

- (1) The Principal has appointed an Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General (Road Development) & Special Secretary.
- (3) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Director General (Road Development) & Special Secretary within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Director General (Road Development) & Special Secretary, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General (Road Development) & Special Secretary has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Article – 9 Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. (In case of BOT Projects) It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded.

If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Director General (Road Development) & Special Secretary.

Article - 10 Other Provisions.

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor/Concessionaire/Consultant is in a partnership or a consortium Joint Venture partner, this pact must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

(For & On behalf of the Principal)

(For & On behalf of the Bidder/ Contractor/
Concessionaire/ Consultant)

(Office Seal)

Place _____ Date _____

Witness 1 : (Name & Address):

Witness 2 : (Name & Address):

Section 4. Financial Proposal – Standard Forms

Form 4A: Financial Proposal Submission

Form 4B: Summary of Costs

Form 4C. Breakdown of Remuneration

Form 4 A: Financial Proposal Submission Form

[Location

] [Date]

To

MANAGING DIRECTOR
NHIDCL,
1st & 2nd floor World Trade Centre,
Nauroji Nagar,
New Delhi – 110029
India

Dear Sir,

Subject: Consultancy Services for [name of assignment].

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date]. In case of any omission /ambiguity, the cost given in words shall final and binding to us.

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

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of
Firm:

Address:

Form 4 B: Summary of Costs

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

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

Form 4 C. Breakdown of Remuneration

S.No	Name	Position	Staff-month Rate	Amount (in Indian Rupees)
1.				
2.				
3.				
4.				
5.				
6.				
	Grand Total			

The remuneration shall include payment for travel expenses, including Transportation Allowance (TA), Daily Allowance (DA), and Meeting expenses and other incidental charges.

Section 5. Terms of Reference

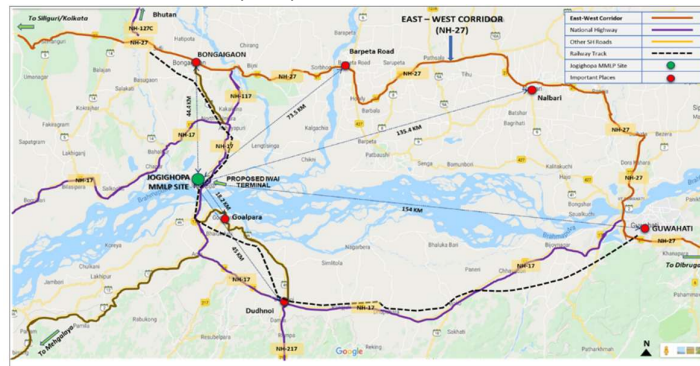
5.1 Introduction

To capitalize on this vast market potential and to drive India's industry and associated programs such as Make in India, promote tourism, trade and commerce activities the NHIDCL has led the development of one of the first MMLP in Jogighopa Assam

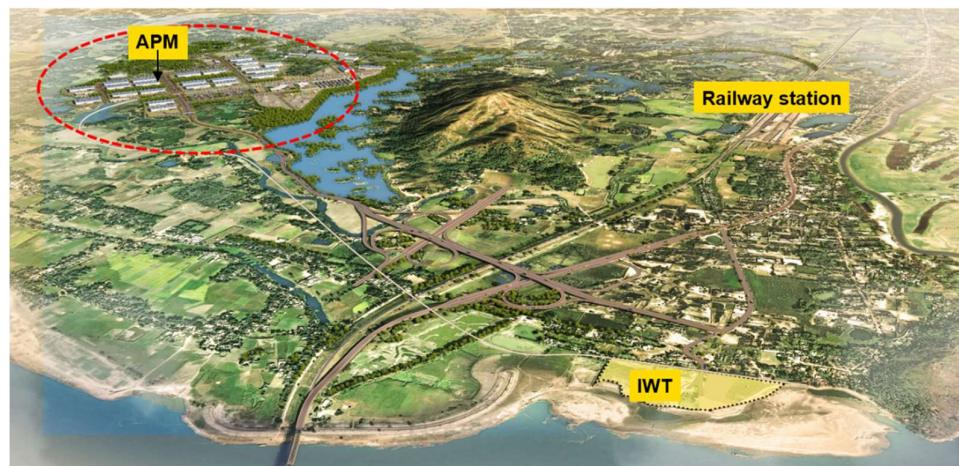
5.2 Brief of the project:

The development of Multi Modal Logistics Park at Jogighopa comprises of three Key components

- (1) 200 acres of Multi Modal Logistics Park at Ashok Paper Mill site comprising of 102 acre of Logistics Park under Phase 1 and 88 acre land parcels to be developed in Phase 2 in PPP mode.
- (2) External Road and Rail connectivity to the Logistics Park and Inland water terminal
- (3) 40 acres of Inland water terminal (IWT)



Map showing location of the MMLP, Jogighopa



Concept Plan of the MMLP Jogighopa.

5.3 Existing Facilities at MMLP (developed under Phase 1):

The Phase-I has been taken up in three packages and completed the works and details are as follows:

(A) **Package-1:** For all road works i.e., external and internal and development of utilities of main line completed and brief of the same is as follows:

- (a) External truck connectivity with MMLP
 - (i) MMLP Connecting Road as green field alignment from 0+000 chainage to 1+400 chainage.
 - (ii) Improving and upgradation of MMLP Connecting Road from chainage 1+400 to

2+835 chainage.

(iii) Improving and upgradation of Port Connecting Road from chainage 0+000 to 1+155 chainage.

(b) Internal Infrastructure Development as below

(i) Rigid Pavement as internal roadwork including culverts, etc.

(ii) Storm water drainage system along the road

(iii) Intake works at Brahmaputra river

(iv) Rising Main from Intake to WTP inside MMLP site

(v) Potable, Fire and recycled water supply network along the road

(vi) Sewerage system including plot connectivity along the road (vii) Power supply network along the road

(viii) Street lighting along the road

(ix) Data & telecommunication along the road

(x) Landscaping work along the road

(B) **Package-2:** For MMLP Infrastructure facility following works have been completed:

(a) Outer boundary wall for 200 acres land including gates

(b) Plinth level boundary wall along with filling of plots up to plinth level ready for construction of warehouses etc.

(c) Administrative building, custom office, electric sub station

(d) Water and sewage treatment plant

(e) Plot connection from main service line of Potable, Fire and recycled water supply network

(f) Landscaping works at green area

(g) Rain Water Harvesting System

(h) Solid Waste Management

(C) **Package-3:** Construction of embankment for main track and siding of railway line from Ch. 0/0 (Jogighopa Railway Station) to Ch. 3700 (MMLP Yard). Contractor has undertaken the supply, installation, testing and commissioning of the Civil, Structure and Track works of the Railway siding from Jogighopa Railway Station Yard to MMLP Yard.

5.4 Details about the Inland Water Terminal belonging to IWAI:

IWAI has completed the construction IWT Terminal on the banks of Brahmaputra river on NW2 and there is a 04 lane road connectivity from the IWT to MMLP yard. The said terminal can be used for Water Transport Mode. IWAI is planning to develop 40 acres in Phase-II.

5.5 Scope of Services

The duration of Assignment shall be 6 months from the Execution Date of the/ Contract. The key work-streams of the Assignment are as follows:

5.5.1 Baselineing and benchmarking

- i. Baselineing: Understand existing master plan, built infrastructure, and assess overall suitability of the site for commercialization
 - o Review of existing documents and conducting discussions with relevant stakeholders at various levels

- Assess key characteristics, site analysis, infrastructure assessment etc. of the land parcel including connectivity, catchment, Applicable Building Bye-laws, development covenants, etc.
- Conduct site visits and interviews to future validate site characteristics, location features, infrastructure requirements, and any other constraints related to the development within the site.
- ii. Benchmarking:
 - Identify success factors behind other similar Multi Modal Logistics Parks (MMLP) projects (Up to 5 MMLPs both in Domestic as well as International sphere)
 - Analyse economic master plan of such projects to identify initiatives taken for maximizing value realization and enhance price/ valuation. Understand underlying economic models and approach to raise capital/ funding and partnership.
 - Identify patterns related to product-mixing and value added components in various similar developments.

5.5.2 Market and consumer potential assessment

- i. Conduct a detailed mapping of existing & upcoming supply (inventory, absorption trends) of relevant asset classes and identify suitable product mix for the MMLP.
- ii. Benchmark current and estimated future price trends in the target micro market and adjoining markets/ relevant benchmarks
- iii. Analyze performance to understand key value drivers and learnings for MMLP Jogighopa including likely impact on supply and price dynamics.
- iv. Evaluate key demand trends playing out in the micro-market, understand voice of buyers/ developers, unmet preferences, and potential white spaces in market today.

5.5.3 Mapping emerging trends and defining Commercialization strategy

- i. Evaluate addressable market & key drivers to determine an optimal asset mix strategy to meet investor preferences and unmet demands.
- ii. Determine priority asset classes, assess relative value potential across land plots for development and a comprehensive phasing plan across the asset class & land plots.
- iii. Create a detailed business plan and financial model for the mix-use development that allows for dynamic modelling of asset class, land plots/ bundles, phasing, development models (JV, lease, etc.), and alternate pricing models to maximize value realization.
- iv. Determine pricing strategy across different development models and investor classes for each asset class, factoring in the absorption capacity of the market.
- v. Estimate valuation benefits and potential value unlock from proposed commercialization strategy and implementation plan.
- vi. Synthesize market feedback received from across developers, investors and end tenants across asset classes and incorporate in the Commercialization Strategy.
- vii. Identify potential risks and challenges or constraints that could impact the implementation of the commercialization strategy such as but not limited to Sustainable development. Evaluate mitigation strategies and alternatives to address these risks.
- viii. Discuss the scope of modification in the existing plans, if any, with NHIDCL and assist with analysis required for approval of scope modification from Competent Authority.
- ix. Analyse/ study the various upfront environmental clearances (EC/CRZ/FC as applicable).
- x. Conducting return on investment assessments including sensitivity and scenario analysis.

5.5.4 Refining value proposition and outreach plan

- i. Refine value proposition for potential developers and investors for prioritized assets and land parcels in terms of connectivity, infra, revenue potential, development models, etc.

- ii. Create long list of potential developers, investors and build a comprehensive investor outreach database with contact details.
- iii. Determine prioritization for targeted reach out for each asset class and schedule preliminary calls to gather feedback.
- iv. Develop promotional material including commercial packs and visualizations (via teaser documents, pitch decks with overview of proposed opportunity, detailed back-ups, FAQs, etc.) for driving discussions with potential developers and investors.
- v. Identify industry events, developer conferences, investor forums for roadshows and socialization of commercialization opportunities.
- vi. Support NHIDCL leadership in participation in such events and roadshows to create awareness in the market on value opportunity.
- vii. Accumulate market feedback on development models, pricing & key transaction elements.
- viii. Recommend suitable project structure

5.5.5 Conduct structured outreach and build robust lead pipeline

- i. Continuously scan market reports to identify qualified leads / companies with announced investment / expansion plans.
- ii. Build detailed investor profiles for each asset class and basis investor type.
- iii. Employ diverse channels to reach out to potential investors and establish connections with key stakeholders.
- iv. Initiate a targeted outreach program for high-priority asset classes with pre-defined development models and proposed transaction structure.
- v. Create robust lead pipeline of potential end-tenants / developer partners / investors for identified asset classes.
- vi. Conduct preliminary meetings on specific proposed transactions.
- vii. Conduct follow up meetings to address investor queries.
- viii. Hand-hold companies to resolve queries pertaining to various topics such as comparison vs. other locations, site visits, finding local partner, etc.
- ix. Program manage leads with all companies to ensure regular follow up and resolution of open points.
- x. Systematic tracking & management of leads for conversions using digital tools to ensure real-time monitoring and reporting.

5.5.6 Financial Feasibility, PPP Structuring and Bid process management

- i. Based on investors feedback, develop product mix and phasing
- ii. Develop a financial model/s to assess the financial feasibility.
- iii. Selection of priority assets classes for tendering process.
- iv. Structure the mode of Public – Private Partnership, which would distribute the risk and return efficiently between private investor and government authority
- v. Gather inputs from multiple stakeholders to structure the bidding model with regards to size of proposed transaction, development model, bidding criteria, optimal tendering process etc. to maximize value realization.
- vi. Develop pre-eligibility criteria for technical and financial qualification to enable broad market participation by reputed partners.
- vii. Develop defining scoring criteria & weightage for evaluation of bidders who participate in the bid process.
- viii. Finalisation of Bid Document using Model Concession Agreement for MMLPs issued by MoRT&H vide Office Memorandum ref no H-39011/09/2020-P&P (Log) dated 07.11.2021 and to be read with Office Memorandum ref no H-39011/09/2020-P&P (Logistics (Computer No. 185714)) dated 27.05.2022 and further amendments, if any, for onboarding the Concessionaire.

5.5.7 Support in tendering process and deal closure

- i. Support in outreach and engagement with various bidders as part of the transaction process, including pre-bid meetings and roadshows.
- ii. Assist NHIDCL in evaluation of proposals received including necessary reviews of Financial Plans.
- iii. Identify negotiation levers at a transaction level basis interaction with interested developer partners and/ or investors.
- iv. Provide support in finalizing key terms & conditions for each transaction and arrive at successful deal closure.
- v. Program-manage and coordinate across multiple stakeholders and provide NHIDCL with a comprehensive progress report across work-streams.
- vi. Handhold stakeholders during the process of negotiations and assist in signing of investment memorandum, relevant agreements & associated documents.
- vii. Any other works as directed by the Authority related to tendering or deal closure activity.

5.6 Teaming Arrangements

The team shall consist of key personnel as listed below:

S. No.	Position	Minimum Qualifications & Experience
1	Project Director cum PPP Expert	i. Graduate in Engineering with Masters in Finance / CA / CMA ii. Should have a minimum experience of 15 years in PPP Transaction in Public Infrastructure Domain iii. Should have experience of conducting market assessment and feasibility analysis in multi-sector ecosystem iv. Should have experience in developing asset commercialisation / asset financing / etc. v. Should have experience of successfully completing at least 3 PPP transactions in India vi. Should have experience in working with Public Sector clients
2	Technical Expert I Infrastructure Financing Expert	i. Bachelor's degree in Engineering with Masters in Finance or Equivalent ii. Should have a minimum experience of 12 years in areas of infrastructure financing / investment promotion, especially in transport / logistics infrastructure iii. Should have experience in developing financial / commercialisation strategies, conducting financial assessments through market inputs and developing financial models based on stakeholders' inputs iv. Should be versed with novel financing mechanisms in infrastructure sector v. Should have developed financial model for atleast 3 similar developments
3	Technical Expert II Transport / Logistical	i. Bachelor's degree in Engineering with Masters in Management / Engineering or Equivalent ii. Should have a minimum experience of 12 years in areas transport / logistics infrastructure development.

S. No.	Position	Minimum Qualifications & Experience
	Infrastructure Expert	iii. Should have deep understanding of infrastructural requirements for transport and logistics sector iv. Should have prior experience in providing technical support to Government Clients in at least 3 similar developments v. Should have experience of conducting infrastructure asset and revenue mapping vi. Should have experience in operational management of MMLPs / similar developments vii. Should be versed with statutory and regulatory compliances related to transport / logistics infrastructure
4	Procurement & Contract Management Expert	i. Bachelor's degree in Engineering with Masters in Law / Management / equivalent ii. Should have a minimum experience of 10 years in procurement and contracts administration with Public Sector Clients iii. Should be versed with standard forms of agreement as released by Government from time to time iv. Should have prior experience of managing procurement for atleast 3 similar developments v. Should have experience of innovative procurement methods such as Annuity, HAM, etc. vi. Should be versed in PPP arrangements and have prior experience of handling PPP assignments with Government Client in infrastructure sector.
5	Legal Expert	i. Bachelor's degree in Law ii. Should have a minimum experience of 10 years in managing legal matters in PPP projects including review of agreements, clarifications of by-laws, etc. iii. Should have experience of working with Government Agencies
6	Support Analysts (2 No – to be stationed at Client's Office)	i. Bachelor's degree in Engineering with Masters in Management / Finance / equivalent ii. Should have a minimum of 5 years of experience in areas of project management / investment promotion / market analysis, etc. iii. Should have experience of conducting market research and demand assessment iv. Should be familiar with data analysis techniques and development of investor pitches, presentations, notes, etc. v. Should have prior experience of working with Government Agencies.

5.7 Deliverables & Payment:

The key deliverables to be submitted by the Consultant and associated timelines are as mentioned in the below table.

S.No.	Deliverables	Targeted Timeline (weeks) T = Zero date	% Payment
1	Inception Report Depicting methodology, timelines and detailed work-plan of sub-activities in detail.	T + 1	10%
2	Baselining and benchmarking report Existing infrastructure landscape and connectivity to nearby economic centres, leveraging lessons from similar developments nationally / globally that helped enhance value/ price.	T + 4	5%
3	Market potential report, Emerging Trends and Benchmarks Upcoming supply in markets, current and estimated future price trends, key value drivers and potential white spaces and Map the emerging trends with regards to new concept formats, development models, pricing mechanisms	T + 6	5%
4	Commercialization Strategy & Financial Model Priority asset classes, Development phasing plan, Pricing strategy & matrix for assets, dev. models, investor classes; Overall business plan and financial model with sensitivity & scenario analysis; ROI Assessment	T + 9	10%
5	Value proposition and Outreach & Finalisation of the bid document Value proposition for potential investors; Customized pitch decks for investors and prioritized asset classes and other inputs / notes; Next steps for engagement with each potential investor and finalisation of Bid document for onboarding of the Concessionaire.	T + 12	5%
7	Release of RFP for Selection of Developer	T + 14	10%
8	Conclusion of Tender Process and Selection of Developer	T + 20	15%
9	Achieving Commercial Closure with selected developer and signing of Investment Memorandum	T + 24	15%
10	Mobilisation of Developer at Site	T + 25	15%
11	Final Project Report	T + 26	10%

- Upon achievement of the above-mentioned milestones, the invoices should be submitted along with complete details of the work undertaken, supporting documents as well as copies of the work/ material / produced for which the bills are submitted.
- The payment shall be released only after acceptance of the required work detailed in the RFP Document against the corresponding deliverable by the corresponding NHIDCL nodal officers. Should there be any observation to correct the key submission deliverables, same would be communicated; else it would be deemed to be accepted and payment shall be processed. The consultant will rectify any shortcoming in the invoice, if pointed out and resubmit within 7 days' time

for its payments.

- The duration of engagement of the Consultant shall be as specified in the data sheet.

Section 6. Standard Form of Contract

STANDARD FORM OF CONTRACT FOR
CONSULTANCY SERVICES

Between

[Name of client]

[Name of Consultants]

[Date]

I. Form of Contract

Contract to undertake [name of assignment]

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

The National Highways Infrastructure Development Corporation Ltd., a company incorporated under the Companies Act, 1956, having its Registered Office at 1st and 2nd floor, Tower A, World Trade Centre, Nauroji Nagar, New Delhi - 110029, India, hereinafter referred to as the "Client" which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the First Part.

and

[Name of Consultants and registered

address] (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 "GCC");
- b) The Special Conditions of contract (hereinafter called "SCC");
- c) The following Appendices:

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

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

Appendix C: Approach and methodology

Appendix D: Duties of the Client

Appendix E: Cost Estimate

Appendix F: Conformed Document" which incorporates all the changes, modifications and results of the contract discussion

Appendix G: Copy of Letter of Award

Appendix H: Copy of letter of Award/ acceptance by Consultant

Appendix I: Copy of Bank Guarantee for Performance Security

Appendix J: Clarifications

Appendix K: Correspondences

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

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

FOR AND ON BEHALF OF Client

[Signature]

[Name]

[Designation]

FOR AND ON BEHALF OF CONSULTANT

[Signature]

[Name]

[Designation]

Witness:

1. [Signature, name and address]

2. [Signature, name and address]

II. General Conditions of Contract

6.1 General provisions

6.1.1 Definitions

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

- a) "Applicable Law" means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b) "Affiliate" means, with respect to any Party, any other entity that, directly or indirectly: (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and "Control" with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms "Controlling" and "Controlled by" shall be construed accordingly;
- c) "Client" means the Party named in the Contract, who employs the Consultant;
- d) "Consultant" or "Consultants" means the party named in the Contract, who is employed as an independent professional consultant by the Client to perform the Services;
- e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) constitute a part, together with all other documents listed in this signed Contract;
- f) "Contract Price" means the price to be paid for the performance of the Services;
- g) "GCC" means the General Conditions of Contract;
- h) "Government" means the Government of Client's country;
- i) "Local Currency" means the currency of the Government;
- j) "Material Adverse Effect" means material adverse effect on (a) the ability of the Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- k) Master Services Agreement (MSA) shall mean the same as "contract";
- l) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- m) "Performance Security" shall mean the irrevocable and unconditional bank guarantee provided by the Consultant from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;
- n) "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;
- o) "Project" means "[name of assignment]";
- p) "SCC" means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
- q) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in TOR;

- r) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of this contract; and,
 - s) "Work Order" means a specific directive or order to perform a defined scope for a defined duration and fee
 - t) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
 - u) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.
- 6.1.2 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at New Delhi.
- 6.1.3 Language: This Contract has been executed in the language specified in the SCC, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 6.1.4 Notices: Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC.
- 6.1.5 Location: The Services shall be performed at such locations as whether in Country or elsewhere, as the Client may approve.
- 6.1.6 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials in the SCC.
- 6.1.7 Taxes and Duties: Unless otherwise specified in the SCC, the Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
- 6.1.7.1 The Client shall be entitled to deduct any Taxes required to be deducted at source under Applicable Law from any payments to be made by it to the Consultant. Further, in the event that the Client receives notification or assessment of any Taxes (whether as an agent, or in substitution of the Consultant, any Sub- consultants or its Personnel, servants, agents or otherwise) in respect of or arising out of the performance of the Consultant's obligations under this Agreement which remain outstanding, the Client shall notify the Consultant of the same and the Consultant shall promptly take all necessary action for settlement and/or any other lawful disposal of such notification or assessment. Furthermore, the Consultant shall pay forthwith on demand to the Client all costs including fines and penalties, which the Client may incur as a result of:
- a) the Client having been required by any governmental authority to pay any Taxes which the Consultant is liable to bear hereunder; or
 - b) any cost actually sustained by the Client for failure by the Consultant to pay any Taxes for which it is responsible under this Contract.
- 6.1.8 Interpretation: In the Contract, unless the context otherwise requires:
- 6.1.8.1 The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.
- 6.1.8.2 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.
- 6.1.8.3 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto,

all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.

- 6.1.8.4 A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to
- 6.1.8.5 Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.
- 6.1.8.6 The words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed *ejusdem generis* with any foregoing words.
- 6.1.8.7 In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
- 6.1.8.8 Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.
- 6.1.8.9 The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.
- 6.1.8.10 References to a person (or to a word importing a person) shall be construed so as to include:
- a) Individual, consultant, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
 - b) That person's successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
 - c) References to a person's representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.

6.2 Commencement, completion, modification and termination of contract

- 6.2.1 **Effectiveness of Contract:** This Contract shall come into effect on the date the Contract is signed by both the Parties, and such other date as may be stated as per SCC.
- 6.2.2 **Commencement of Services:** The Consultants shall commence the Services from 15th (fifteen) day of effectiveness of the Contract or any date prior to that, notified by the Client.
- 6.2.3 **Expiration of Contract:** Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SCC.
- 6.2.4 **Modification:** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
- 6.2.5 **Force Majeure**
- 6.2.5.1 **Definition:** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.
- 6.2.5.2 **No Breach of Contract:** The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such

inability arises from an event of Force Majeure, provided that the Party affected by such an event:

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

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

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

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

6.3 Termination

6.3.1 **By the client:** The Client may terminate this Contract, by not less than thirty (30) days' or sixty (60) written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in this clause:

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

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

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

6.3.3 **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to actual

Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 6.5 hereof, (iv) the rights of indemnity of the Client specified in clause 6.13.2 and (v) any right which a Party may have under the Applicable Law.

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

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

- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- b) If the Contract is terminated pursuant to Clause 6.4.1 a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such liquidated damages to Client within 30 days of termination date.

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

6.4 Obligations of the Consultants

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

6.4.2 Conflict of interest

6.4.2.1 Any breach of an obligation under Clause 6.5 shall constitute a conflict of interest ("Conflict of Interest"). The Consultant shall comply and shall ensure the Sub-consultants and Affiliates of the foregoing comply with the provisions of Clause 6.5 and any breach of such an obligation shall constitute an event of default by the Consultant for the purposes of this Contract. The Consultant shall promptly disclose any Conflict of Interest to the Client. For the avoidance of doubt, the Consultant agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.

6.4.2.2 **Consultants Not to Benefit from Commissions, Discounts, etc.:** The remuneration of the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's 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 under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants and agents of either of them, similarly shall not receive any such additional remuneration.

6.4.2.3 **Consultants and Affiliates Not to Engage in Certain Activities:** The Consultants agree that,

during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.

- 6.4.2.4 **Prohibition of Conflicting Activities:** Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
 - b) after the termination of this Contract, such other activities as may be specified in the SCC.
- 6.4.3 **Confidentiality:** The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 6.4.4 **Consultant's Actions Requiring Client's Prior Approval:** The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:
- a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract, (iii) that the extent of subcontracting would be restricted to 30 (thirty) percent of the contract price, and (iv) the Client will be provided by the Consultant with particulars (name, financial & technical background, sub-consultancy fee) of the sub-consultant.
 - b) appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and
 - c) any other action that may be specified in the SCC.
- 6.4.5 **Reporting Obligations:** The Consultants shall submit to the Client the reports and documents specified in TOR, in the numbers, and within the periods set forth in this contract. All reports to be vetted by a Nodal Agency (which will be notified by the Client) beforehand.
- 6.4.6 **Documents Prepared by the Consultants to be the Property of the Client:** All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract 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 and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
- 6.4.7 **Liability of the Consultants:** Subject to additional provisions, if any, set forth in the SCC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.
- 6.4.8 **Insurance to be taken out by the Consultants:** The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SCC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.

6.5 Consultants' personnel

6.5.1 Description of Personnel

6.5.1.1 The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' core team are described in this contract. The core team are hereby approved by the Client. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned in terms of man month may be increased by an agreement in writing between the Client and the Consultants and the cost relating thereto shall be determined as per the man month rates indicated in the financial bid.

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

6.5.2 Removal and/or Replacement of Key Personnel

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

to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances. During the course of providing services, substitution of key personnel would call for reduction and the reduced remuneration will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.

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

6.5.2.3 Any of the Personnel provided as a replacement under clauses above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

6.6 Obligations of the client

6.6.1 Assistance and Exemptions: Unless otherwise specified in the SCC, the Client will use its best efforts to ensure that the Government will provide the Consultants and Personnel with work permits and such other documents as necessary to enable the Consultants or Personnel to perform the Services:

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

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

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

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

6.7 Payments to the consultants

6.7.1 Payment terms: The Consultants total remuneration shall not exceed the Contract Price and shall

be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services. In addition to these, any conditions mentioned in the SCC shall also be applicable to this contract. The Contract Price may only be increased, if the parties have agreed to additional payments in accordance with relevant clauses hereof.

The client will release 80% payment due against a particular milestone/ deliverable within 15 days from the date of receiving the report and balance payment will be released after acceptance of the corresponding milestone/deliverable.

- **Retention Money:** An amount equivalent to 5% of the contract value shall be retained at the end of the contract for accuracy of details submitted and the same will be released after 6 months after the completion of contract. The retention money will however be released by the Client on substitution by Bank Guarantee of the same amount valid up to the period as above.

6.7.2 **Currency:** The price is payable in local currency i.e. Indian Rupees.

6.8 Settlement of disputes:

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

6.8.2 Dispute Resolution:

6.8.2.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause (i) below.

6.8.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non – privileged records, information and data pertaining to any dispute.

6.8.3 Conciliation

6.8.3.1 In the event of any Dispute between the Parties, either Party may call upon [Managing Director of NHIDCL] and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10(ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10(ten) day period or the Dispute is not amicably settled within 15(fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 6.8.2 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the Provisions of Clause (ii) below.

6.8.4 Arbitration

6.8.4.1. Any Dispute which is not resolved amicably by conciliation shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 as amended. The venue of such arbitration shall be ***** and the language of arbitration proceedings shall be English.

6.8.4.2 Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator to be appointed as per the procedure below

a) Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the president, Indian Roads Congress, New Delhi, shall appoint, upon the

request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

6.8.5 **Substitute Arbitrator**

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

6.8.6 **Qualifications of Arbitrator**

The sole arbitrator selected hereof shall be expert with extensive experience in relation to the matter in dispute.

6.8.6.1 The Arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

6.8.6.2 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

6.8.6.3 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder

6.8.6.4 Miscellaneous

In any arbitration proceeding hereunder:

(a) Proceedings shall, unless otherwise agreed by the parties be held in Delhi.

(b) The English language shall be the official language for all purposes;

(c) The decision of sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement; and

(d) The schedule of Expenses and Fee payable to the Arbitrator shall be as under:

Sr.No.	Particulars of Fees and Expenses	Maximum amount payable per case
1	Fee	(i) Rs. 25,000/- per day (ii) 25% extra on fee at (i) above in case of fast-track procedure as per Section -29 (B) of A&C Act; Or 10% extra on fee at (i) above if award is published within 6 months from date of entering the reference by AT;
2		Alternatively, the Arbitrator may opt for a lump – sum fee of Rs. 5.00 Lakh per case including counter claims.
3	Reading charges- One Time.	Rs 25,000/- per case including counter claims.
4	One –time charges for Secretarial Assistance and Incidental charges (telephone, fax, postage ets.)	Rs. 25,000/- per case
5	One time Charges for publishing/declaration of the award	Rs. 40,000/-
6	Other expenses (As per actual against bills subject to ceiling given below	
7	Travelling expenses Lodging and Boarding	Economy class (by air), First class AC (by train) and AC Car (by road) a) Rs. 15,000/-per day (in metro cities); or a) Rs. 8000 per day (in other cities); or b) Rs. 5,000/- per day if any Arbitrator makes their own arrangements.
8	Local travel	Rs. 2000 /- per day
9	Extra charges for days other than meeting	Rs. 5000 /- per day for outstation Arbitrator

	days (maximum for 2 X ½ days)	
Note:	1. Lodging boarding and travelling expenses shall be allowed only for those arbitrator who is residing 100 kms away from the venue of meeting,	
	2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro cities.	

In exceptional cases, such as cases involving major legal implications/wider ramifications/higher financial stakes etc. a special fee structure could be fixed in consultation with the Consultants and with the specific approval of the <Agency> before appointment of the Arbitrator

6.9 Responsibility for accuracy of project documents

6.9.1 General

- 6.9.1.1 The Consultant shall be responsible for accuracy of the submissions and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the details including financial model, draft contracts etc. if required during the execution of the Services.
- 6.9.1.2 The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the submissions and the Client will bear no responsibility for the accuracy of the details submitted by the Consultants.

6.10 Liquidated damages

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

6.11 Representation, warranties and disclaimer

- 6.11.1 The Consultant represents and warrants to the Client that:
 - 6.11.1.1 It is duly organised, validly existing and in good standing under the applicable laws of its Country;
 - 6.11.1.2 It has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the strategic economic planning & transactions contemplated hereby;
 - 6.11.1.3 It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;
 - 6.11.1.4 It has the financial standing and capacity to undertake the Project;
 - 6.11.1.5 This Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
 - 6.11.1.6 It is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
 - 6.11.1.7 There are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.
 - 6.11.1.8 no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
 - 6.11.1.9 no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the Client in connection

therewith.

6.12 Miscellaneous

6.12.1 Assignment and Charges

- 6.12.1.1 The Contract shall not be assigned by the Consultant save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.
- 6.12.1.2 The Client is entitled to assign any rights, interests and obligations under this Contract to third parties.
- 6.12.2 **Indemnity:** The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.
- 6.12.3 **Governing Law and Jurisdiction:** The Contract shall be construed and interpreted in accordance with and governed by the Applicable Laws of India and subject to relevant clauses hereof and the SCC, the Courts at New Delhi, India shall have jurisdiction over all matters arising out of or relating to this Contract.
- 6.12.4 **Survival:** Termination of the Contract (a) shall not relieve the Consultant or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.
- 6.12.5 **Notices:** Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SCC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.
- 6.12.6 **Severability:** If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.
- 6.12.7 **No Partnership:** Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- 6.12.8 **Language:** All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the

language specified the SCC.

- 6.12.9 Exclusion of Implied Warranties etc.: The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.
- 6.12.10 Agreement to Override Other Agreements: The Contract supersedes all previous agreements or arrangements between the Parties, including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.
- 6.13.12 **Counterparts:** The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract.

III Special Conditions of Contract

I. Clause 6.1.3 of GCC: The Language is English.

II. Clause 6.1.4 of GCC: The addresses are:

**For client: Managing Director,
1st and 2nd floor, Tower A, World Trade Centre,
Nauroji Nagar, New Delhi -110029.**

**Attention: General Manager (Tech), Infra Division,
NHIDCL, 1st and 2nd floor, Tower A,
World Trade Centre, Nauroji Nagar, New Delhi -110029.**

For the consultants: Their registered office address.

III. Clause no 6.1.6 of the GCC: Authorized representatives:

**For client: Managing Director, NHIDCL
1st and 2nd floor, Tower A, World Trade Centre,
Nauroji Nagar, New Delhi -110029.**

IV. **Clause no 6.2.1: Effectiveness of contract:**

a) The consultant will furnish within 15 days of the issue of letter of acceptance, an unconditional Bank Guarantee equivalent to 5 (five) percent of the total cost of Financial Proposal 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 crores as per latest Annual Report of the Bank, before signing the contract in the format specified at Annexure of the contract and will be valid beyond 02 months (60 days) from the date of expiry of contract. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Consultant and will be released 180 (One Hundred Eighty) Days after the completion of the assignment.

V. **Clause no 6.2.3: Expiration of Contract:**

The time period shall be 6 months or such other time period as the parties may agree in writing.

VI. **Clause no 6.4.2.4: Prohibition of conflicting activities: Conflict of Interest.**

VII. **Clause no 6.4.4 (c): Consultant actions requiring client's prior approval:**

The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances. During the course of providing services, substitution of key personnel would call for reduction and the reduced remuneration will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.

VIII. **Clause 6.4.6: The consultant shall not use these documents for purpose unrelated to this Contract without the prior written approval of the Client**

IX. **Clause 6.4.7: Consultant shall be liable to indemnify the client for any direct loss or damage**

accrued or likely to accrue due to deficiency in services rendered by him.

X. Clause 6.4.8:

The risks and the coverage shall be as follows:

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 for the period of consultancy.

(c) (i) The Consultant shall provide to NHIDCL Professional Liability Insurance (PLI) for a period of Five years beyond completion of Consultancy services or as per Applicable Law, whichever is higher.

ii) The Consultant will maintain at its expense PLI including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement,

(A) For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR (B) 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.

iti) The policy should be issued only from an Insurance Company operating in India.

iv)

v) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident"

(AOA) and "Aggregate limit on the policy" (AOP) and in no case should be for an amount less than stated in the contract.

If the Consultant enters into an agreement with NHIDCL in a joint venture or 'in association', the policy must be procured and provided to NHIDCL by the joint venture/in association entity and not by the individual partners of the joint venture/ association.

vi) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of NHAI. The insurance company may provide an undertaking in this regard.

(d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

XI. Clause 6.6.1:

XII. Clause 6.7.1:

XIII. Clause 6.12.4: The addresses are:

**For client: Managing Director,
1st and 2nd floor, Tower A, World Trade Centre,
Nauroji Nagar, New Delhi -110029.**

**Attention: General Manager (Tech), Infra Division,
NHIDCL, 1st and 2nd floor, Tower A,
World Trade Centre, Nauroji Nagar, New Delhi -110029.**

For the consultants: Their registered office address.

XIV. Clause 6.12.8: The Language is English.

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