

National Highways & Infrastructure Development Corporation Limited

REQUEST FOR PROPOSAL (RFP)

FOR

**SELECTION OF CONSULTANTS/ NGOs TO ASSIST IN IMPLEMENTATION OF
RESETTLEMENT ACTION PLAN FOR:**

Improvement and widening to two lane with paved shoulder of road from Km 21.100 to Km 101.30 (Total length: 80.20 km) i.e. Kailashahar - Khowai section of NH-208 in the state of Tripura, with Japan International Cooperation Agency (JICA) loan assistance.

ON

ENGINEERING, PROCUREMENT & CONSTRUCTION (EPC) MODE

**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD
(MINISTRY OF ROAD TRANSPORT & HIGHWAYS, GOVT. OF INDIA)**

AUGUST, 2020

NHIDCL, 3RD FLOOR, PRESS TRUST OF INDIA BUILDING, 4, PARLIAMENT STREET,
New Delhi - 110001

CONTENTS

Title	Page No.
Disclaimer	3-4
Section 1. Letter of Invitation	5-6
Section 2. Instructions to Consultant/ NGOs	7-26
Data Sheet	17-20
Section 3. Technical Proposal - Standard Forms	27-39
Section 4. Financial Proposal - Standard Forms	40-45
Section 5. Terms of Reference	46-58
Section 6. Standard Forms of Contract	59-88

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to the Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Client to the prospective Applicants or any other person. The purpose of this RFP is to provide prospective Applicants with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Applicant upon the statements contained in this RFP.

The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Client is bound to select an Applicant or to appoint the selected Agency, as the case maybe, to provide the Services and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

SECTION-1

LETTER OF INVITATION

To,

M/s.

.....

.....

Dear Sir,

1. National Highways & Infrastructure Development Corporation Ltd. (NHIDCL), a PSU constituted under the Ministry of Road Transport & Highways by Government of India. NHIDCL has been entrusted with ***Improvement and widening to two lane with paved shoulder of road from Km 21.100 to Km 101.30 (Total length: 80.20 km) i.e. Kailashahar - Khowai section of NH-208 in the state of Tripura on EPC Mode, with Japan International Cooperation Agency (JICA) loan assistance.*** JICA is funding under the scheme “North East Road Network Connectivity Project Phase-4” to improve and construct several National Highways in the North East States. The goal of the improvement is to encourage sub-regional socio-economic development, trade and tourism within the country and with the neighboring countries. Resettlement Action Plan (RAP) for project road has been prepared based on the detailed social survey of the project roads. Cost of the Document in the form of a Non-refundable document fee of **Rs 2,950/- (Rs. 2500+ 18% GST) through RTGS/NEFT/other digital mode in the given bank details of NHIDCL on or before 17.09.2020 (1500 hrs). Name- MD-NHIDCL, Account no- 90621010002610, IFSC Code - SYNB0009062** towards cost of bidding document **must** be furnished in a separate envelop while submitting the proposal. The detail of likely impact on the project road is listed in the Table: 1.

Table: 1 Details of Likely Impact on Project Road

NH No.	Name of project Road	Length (in Km.)	District Covered	Total land Acquisition required (in ha)*	Total No. of Structure Affected*	Total No. of Households Affected*	Total No. of Displaced persons PAPs)*	Total No. of CPRs
NH-208 (Phase 4)	Kailasahar-Khowai	80.20	1. Unakoti 2. Dhalai 3. Khowai	136.84	909	1143	5029	38

* The figures are indicative and liable to change after final Verification.

2. The Kailasahar to Khowai Project road is single to intermediate lane with unpaved shoulder and having a right of way (ROW) varying from 10-25m. The

existing ROW is encroached and squatted at various locations specifically in existing Villages/market places.

3. The existing available ROW is not sufficient everywhere to accommodate the widening proposal. Suitable Land Acquisition has to be done for 2 laning, keeping in view the widening of the road. Sufficient consideration has been given at the stage of the project preparation to minimize the adverse impacts on the community in the project areas within the limitation of technical requirement. The Resettlement Action Plan (RAP) is prepared based on detailed design of the alignment, to mitigate all such unavoidable negative impacts caused by the project and to restore affected person's livelihoods.
4. National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) invites the Services of registered eligible Consultants/ NGOs (hereafter referred to as "NGOs") **for the implementation of Resettlement Action Plan** on the project road. Project road is stand alone for implementation of RAP as shown in Table 1. More details on the Services are provided in the attached Terms of Reference.
5. Intending NGOs are invited to submit their proposal for RAP to the Dy. GM (Tech), Tripura, NHIDCL, PTI Building, 3rd Floor, 4, Parliament Street, New Delhi-110001, latest by **17.09.2020** up to 1500 Hrs. The RFP will be opened on **18.09.2020** at 1530 Hrs.
6. NGOs will be selected under Quality and Cost Based Selection (QCBS 80:20) and as per the procedures described in this RFP.
7. The RFP includes the following Sections:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to NGOs
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Form of Contract

Yours sincerely

K.K Agarwal
Dy. General Manager (Technical)
National Highways & Infrastructure
Development Corporation Ltd.
PTI Building, 3rd Floor,
4, Parliament Street,
New Delhi-110001
Tel. no.: 011-2346 1696
Email: gmt-tripura@nhidcl.com

SECTION- 2

INSTRUCTIONS TO NGOs

1. Introduction

- 1.1** The Client named in the **Data Sheet** will select NGOs for the implementation of RAP, who has submitted their Proposal, in accordance with the method of selection indicated in the **Data Sheet**.
- 1.2** NGOs for the implementation of RAP are required to submit a Technical Proposal (essentially in hard bound form) and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**. The Proposal for implementing the RAP must be for the Project Road named in the **Data Sheet**. The Proposal shall be the basis for contract negotiation and ultimately for signing the contract with the selected NGO.
- 1.3** The Assignment shall be implemented in accordance with the phasing indicated in the **Data Sheet**. When the Assignment includes several phases, the performance of the contract under each phase must be to the client's satisfaction before work begins on the next phase.
- 1.4** NGOs, interested to submit the proposal, are advised to familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, NGOs are encouraged to pay a visit to the Client's office before submitting a Proposal, and to attend a pre-proposal conference, if one is specified in the **Data Sheet**. Attending the pre-proposal conference is optional. The NGOs representative should contact the officials named in the **Data Sheet** to arrange for their visit or to obtain additional information on the pre-proposal conference.
- 1.5** The Client will provide the inputs specified in the **Data Sheet**, assist the NGOs by providing Letters needed to carry out the services, and make available relevant project data and reports if required for carrying out the services.
- 1.6** Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost to the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.7** It is expected that NGOs provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own interests. NGOs shall not be hired for any assignment that would be in conflict with their prior or current obligations to

other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, NGOs shall not be selected under the circumstances set forth below:

- (a) A NGO, which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing services for the same project. Conversely, NGOs hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the NGO's earlier consulting services) for the same project.
- (b) NGOs or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the NGO.

1.7.2 As pointed out in Para. 1.7.1 (a) above, NGOs may be hired for downstream work, where continuity is essential, in which case this possibility shall be indicated in the **Data Sheet** and the factors used for the selection of the NGO should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which NGO to hire for the purpose.

1.8 It is the National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) policy that NGOs observe the highest standard of ethics during the selection and execution of Contract. In pursuance of this policy, NHIDCL:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "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; and
 - (ii) "**fraudulent practice**" means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of NHIDCL, and includes collusive practices among NGOs (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive NHIDCL of the benefits of free and open competition.
- (b) will reject a proposal for award, if it determines that the NGO recommended for award, has engaged in corrupt or fraudulent activities in competing for the Contract in question;

- (c) will declare a NGO ineligible, either indefinitely or for a stated period of time, to be awarded a NHIDCL Contract, if it at any time determines that the NGO has engaged in corrupt or fraudulent practices in competing for, or in executing the contract; and
- (d) will have the right to include a clause in contract, requiring NGOs to permit NHIDCL to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the NHIDCL.
- 1.9 NGO shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Govt. entity in accordance with the above sub Para 1.8 (c).
- 1.10 NGO shall furnish information as described in the financial proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to contract execution if the NGO is awarded the contract.
- 1.11 NGOs shall make themselves aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.
- 2. Clarification and amendment to RFP Document:**
- 2.1 NGOs may request a clarification of any of the clause of the RFP documents up to the number of days indicated in the **Data Sheet** before the Proposal submission date. Any request for clarification must be sent in writing by paper mail or electronic mail to the Client's address indicated in the **Data Sheet**. The Client will respond by electronic mail and uploading the response on its website to such requests.
- 2.2 At any time before the submission of Proposal, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited NGO, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be uploaded on the NHIDCL website i.e. www.nhidcl.com and CPP portal i.e. <https://eprocure.gov.in> of Gol. Any addenda, if issued, shall be deemed to have been intimated once uploaded in website and will be binding on the participating NGOs. The Client may at its discretion extend the deadline for the submission of Proposals.
- 3. Preparation of Proposal**
- 3.1 NGOs are requested to submit the Technical Proposal online as well as in hard bound form (Para 1.2) written in the language(s) specified in the **Data Sheet**. The Financial Proposal is to be submitted online only. The Technical Proposal in physical form must be in sealed envelope.

Technical Proposal

- 3.2 In preparing the Technical Proposal, NGOs are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, NGOs must give particular attention to the following:
- (i) If a NGO consider that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with other NGO(s) and/or other Firms or entities in a joint venture relationship or sub-consultancy, as appropriate. NGO may associate with the other NGO invited for this Assignment only with approval of the Client as indicated in the **Data Sheet**. NGO must obtain the approval of the client to enter into a Joint Venture with NGOs not invited for this assignment. The NGOs are encouraged to seek participation of local NGO by entering into a joint venture with, or associating themselves with the local NGO.
 - (ii) For assignments on a staff-time basis, the estimated number of Key Professional staff-months is given in the **Data Sheet/TOR**.
 - (iii) It is desirable that the majority of the Key Professional staff proposed be permanent employees of the NGO or has an extended and stable working relation with it.
 - (iv) Proposed Key Professional staff must, at a minimum, have the experience indicated in the **Data Sheet/TOR**, preferably under conditions similar to those prevailing in the area of the Assignment.
 - (v) Alternative Key Professional staff shall not be proposed, and only one Curriculum Vitae (CV) shall be submitted for each position.
 - (vi) Reports to be issued by the NGOs as part of this assignment must be in the language(s) specified in the **Data Sheet**. It is desirable that the NGO's personnel have a working knowledge of the language spoken/ understood by the general public (Tripura) in the area.
- 3.4 The Technical proposal should provide the following information using the Technical Proposal submission form (Section 3A) and attached Standard Forms (**Section 3**):
- (i) A brief description of the NGOs organization and an outline of recent experience on assignments (**Section 3B**) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and NGO's involvement.
 - (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (**Section 3C**).

- (iii) A description of the methodology and work plan for performing the assignment (**Section 3D**).
- (iv) The list of the proposed staff team by position, the tasks that would be assigned to each staff team member, and their person-month (**Section 3E**).
- (v) CVs signed by the proposed Key Professional staff and the authorized representative submitting the proposal (**Section 3F**). Key information should include number of years working for the Consultant/ NGO/ entity, and degree of responsibility held in various assignments during the tenure.
- (vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each Key Professional staff team member (**Sections 3E and 3G**).
- (vii) Activity Schedule details with field verification, completion and submission reports should be submitted in **section 3H**.
- (viii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (ix) Any additional information requested in the **Data Sheet**.
- (x) The Technical proposal shall be uploaded on CPP Portal i.e. <https://eprocure.gov.in> as well as submitted in hard form at the address mentioned in this RFP at scheduled date and time.

3.5 The Technical Proposal must not include any financial information.

Financial Proposal

- 3.6 In preparing the Financial Proposal, NGOs are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard BOQ uploaded on CPP Portal i.e. <https://eprocure.gov.in>. It lists all costs associated with the Assignment, including remuneration for staff, in the field and at headquarters, local transportation and for mobilization and demobilization, services, hiring charge for vehicles, office equipment, furniture, and supplies, office rent, insurance, printing of documents, surveys etc.
- 3.7 The Financial Proposal should include all the local taxes (including social security), duties, fees, levies, and other charges excluding Goods and Service Tax imposed under the applicable law on the NGO, unless the **Data Sheet** specifies otherwise. Goods and Service Tax will be payable by NHIDCL on submission of Receipt/Challan/Document of GST paid.
- 3.8 NGOs have to express the price of their services in INR only (inclusive of all taxes excluding Goods and Services Tax).

- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the Assignment will be listed in the Financial Proposal submission form (section 4A).
- 3.10 The **Data Sheet** indicates how long the proposals must remain valid after the submission date. During this period, the NGO is expected to keep available the Key Professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the NGO, who do not wish to extend the validity of their proposal, can do so and withdraw from the selection process.
- 3.11 The applicant shall furnish as part of its Proposal, (g) A Bidder is required to submit, along with its BID, a BID Securing Declaration as per Appendix-G (the “**Bid Security**”).

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original Proposal (Technical Proposal; see Para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the NGO itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 4.2 An authorized representative of the NGO initials all pages of the Proposal. The representative’s authorization is confirmed by a written power of attorney accompanying the Proposal.
- 4.3 The NGO shall prepare the number of copies (In Hard and Soft Copy) indicated in the **Data Sheet**. If there are any discrepancies between the physical and the uploaded copies of the Proposal, the provision made in uploaded proposal shall govern.
- 4.4 The physical copy of the Technical Proposal shall be placed in a sealed envelope clearly marked “**Technical Proposal**”. This envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE BID OPENING COMMITTEE.**”
- 4.5 The Proposal must be submitted online and delivered-at the submission address on or before the date and time stated in the **Data Sheet**. Any Proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals the Technical Proposal shall be opened at the date and time stated in the **Data Sheet** by the Bid opening committee. All submitted proposals are to be opened publicly.

5.0 Proposal Evaluation

General

Proposal will be evaluated on three stages:-

Stage-1: Responsiveness

Stage-2: Technical Evaluation

Stage-3: Financial Evaluation

5.1 Criteria for Responsiveness of proposal: Responsiveness of proposal will be checked on the basis of following.

- (A). In case of JV proposal must be accompanied by JV Agreement MOU/ JV agreement.
- (B). Methodology / Work Plan must be submitted with proposal.
- (C). Details of work Experience with value of services render clearly mentioned the name of client along with the official address. The Claim will be subjected to post verification for H1 consultant.
- (D). CV must contain photograph & Signature of the Key Person, age proof Certificate and Educational Qualification documentary evidences must be self attested.
- (E). Proposal must be hard bound.
- (F). Power of Attorney of the person signing the Document.
- (G). Registration certificate of the NGO certified by the Authorized representative.
- (H). Declaration of genuineness of proposal on stamp paper.

Evaluation of Technical Proposals

- 5.2 The evaluation committee appointed by the Client as a whole and each of its members individually shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system specified in the **Data Sheet**. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- 5.3 From the time the bids are opened to the time the contract is awarded, if any NGO wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the **Data Sheet**. Any effort by the NGO to influence the Client in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Consultant/ NGO's proposal.

- 5.4 Evaluators of Technical Proposals shall have no access to the Financial Proposals.

Public Opening and Evaluation of Financial Proposals; Ranking

- 5.5 After the evaluation of Technical Proposal is completed, the Client shall notify those NGO whose Technical proposals did not meet the minimum qualifying requirement or were considered non-responsive to the requirement of RFP and Terms of Reference. The Client shall simultaneously notify the NGOs who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date of Financial Proposal shall be taken into account the time for the NGO to witness the opening of financial proposal. The notification shall be sent by any of the method like registered letter, facsimile, electronic mail or combination thereof in addition to uploading the results and communications on NHIDCL website and CPP Portal.
- 5.6 The Financial Proposals shall be opened publicly in the presence of the NGO's representatives who choose to attend. The name of the NGO, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.7 The evaluation committee will determine whether the Financial Proposals are complete. Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to have been included in the prices of other activities or items, and no corrections will be made to the Financial Proposal. The Client's evaluation committee will correct any computational or arithmetical errors in the Proposals. The evaluation shall include those Local taxes, duties and consultancy services taxes imposed under the applicable law (and to be paid under the contract by the NGO unless the NGO is exempted) and estimated as per Para 3.7.
- 5.8 The lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the **Data Sheet**. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the **Data Sheet**.
Combined Score $S = S_t \times T + S_f \times P$; The NGO achieving the highest rank based on combined technical & financial score, will be invited for negotiations.
- 6. Negotiations**
- 6.1 Negotiations will be held at the address indicated in the **Data Sheet**. The aim is to confirm the availability of all the Key Personnel named in the Technical Proposal and reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the NGO to improve the Terms of Reference. The Client and NGO will then work out final

Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” which shall form part of the contract. Special attention will be paid in clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

- 6.3 The financial negotiations will include a clarification (if any) of the Consultant/ NGO’s tax liability in the Client’s country, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 6.4 After selection of the NGO on the basis of, among other things, an evaluation of proposed Key Professional staff, the Client expects to negotiate the Contract on the basis of the experts named in the Proposal. During contract negotiations, the NGO shall confirm the availability of the persons named in their proposal. Normally no substitution of personal named in the proposal shall be considered, however under compelling circumstances, such substitution may be considered provided, the new substitution CV scores better or at least equal marks than those of the original CV. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the NGO may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the NGO will initial the agreed contract. If negotiations fail, the Client will invite the NGO whose proposal received the second highest score to negotiate a contract.

7. Award of Contract

- 7.1 After successful completion of contract negotiations, the Client shall issue Letter of Acceptance (LOA) to the selected bidder. The selected bidder will furnish within 10 days of the issue of LOA, an unconditional Bank Guarantee for an amount equivalent to 5% of the total contract value in the format prescribed in Appendix-F of Section 6 (Draft form of Agreement) of RFP, from one of the Nationalized/ Scheduled Banks in India, approved by RBI having a net worth of not less than 500 crore as per the latest Annual Report of the Bank, in favour of the Managing Director, National Highways & Infrastructure Development Corporation Limited payable at New Delhi (the “**Performance Security**”). In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JV. The Performance Security shall be valid for a period of stipulated time of completion plus **200 days**. The Bank Guarantee for Performance Security shall be transmitted online through SFMS gateway to NHIDCL banker i.e. Syndicate Bank, 1, Parliament Street, Transport Bhawan, New Delhi-110001. If a Consultant fails to submit the Performance Security (as specified above), it shall attract penalty encashment of Bid Security submitted by the Consultant After verification of the Bank Guarantee for the Performance Security and subsequently signing of the Contract with the selected NGO, the Client will promptly notify other NGO intimating thereby the finalization of Contract.

7.2 The NGO is expected to commence the Assignment on the date specified in the **Data Sheet**.

8. Confidentiality

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

DATA SHEET
Information to NGOs

Reference Clause to Section-2	Details
1.1	The name of the Client is: National Highways & Infrastructure Development Corporation Ltd. (NHIDCL), New Delhi. Method of selection: Quality-and Cost-Based Selection (QCBS) 80:20
1.2	Proposal invited are: Technical and Financial Proposals are requested. Assignment Name: Selection of Consultants/ NGOs to assist in implementation of Resettlement Action Plan for: Improvement and widening to two lane with paved shoulder of road from Km 21.100 to Km 101.30 (Total length: 80.20 km) i.e. Kailashahar - Khowai section of NH-208 in the state of Tripura, with Japan International Cooperation Agency (JICA) loan assistance Descriptions of the Assignment are provided in the TOR.
1.3	The Assignment is phased: No.
1.4	A pre-proposal conference will be held: on 08.09.2020 at 1500 hrs at below mentioned address. The name, address and telephone/numbers of the Client's Official are: K K Agarwal Dy. General Manager (Technical) National Highways & Infrastructure Development Corporation Ltd. PTI Building, 3 rd Floor , 4, Parliament Street, New Delhi-110001 Ph.: 011-2346 1696, Email: gmt-tripura@nhidcl.com
1.5	The Client will provide the following inputs: Resettlement Action Plan, Technical Drawings and Letter of introduction as and when required for both Phase 1 (existing highway) and Phase 2 (bypasses)
1.7.2	The Client envisages the need for continuity for downstream work: No
1.11	The clauses on fraud and corruption in the contract are: Sub-Clauses 2.6.1(d) of G.C.C.
2.1	Clarifications may be requested up to the next day of the date of pre-proposal conference. The address for requesting clarifications is

	K K Agarwal Dy. General Manager (Technical) National Highways & Infrastructure Development Corporation Ltd. PTI Building, 3 rd Floor , 4, Parliament Street, New Delhi-110001 Ph.: 011-2346 1696, Email: gmt-tripura@nhidcl.com
3.1	Proposals should be submitted in the English language.
3.3	(i) Short-listed NGO may associate with other short-listed NGO: No (ii) The estimated number of Key Professional staff months required for the assignment is given in the TOR. (iv) The minimum required experience of proposed Key Professional staff provided in the TOR. (vi) Reports which are part of the assignment must be written in English and in Hindi/ Local language, wherever required.
3.4	(viii) Training is a feature of this Assignment: Yes (As per the provisions of TOR) (ix) None
3.7	Taxes - NGOs should submit the Financial Proposal inclusive of all tax excluding Goods and Service Tax.
3.10	Proposals must remain valid 120 days after the latest date of submission.
3.11	Bid Security: A Bidder is required to submit, along with its BID, a BID Securing Declaration as per Appendix-G of this Document
4.3	NGOs must submit an original hard-bound copy of the Technical proposal. Soft Copy of the proposal to be uploaded on CPP Portal i.e. https://eprocure.gov.in .
4.5	The proposal submission address is K K Agarwal Dy. General Manager (Technical) National Highways & Infrastructure Development Corporation Ltd. PTI Building, 3 rd Floor , 4, Parliament Street, New Delhi-110001 Ph.: 011-2346 1696, Email: gmt-tripura@nhidcl.com Proposals must be submitted not later than the following date and time: 17.09.2020 at 1500 hrs.

4.6	The Technical Proposals shall be opened on 18.09.2020 at 1530 hrs.	
5.2	The number of points to be given under each of the evaluation criteria are:	Points
	(i) Specific experience of the NGO related to the Assignment.....	20
	(ii) Adequacy of the proposed work plan and methodology in responding to the TOR	10
	(iii) Qualifications and competence of the Key Professional staff for the Assignment Team Leader..... (25) R&R Expert (15) Civil Engineer (10) Social Development Expert (10) Communication and Facilitation Expert..... (10)	70
	Total Points :	100

The weightage to be given for qualifications and competence of the Team Leader, Key Personnel for the assignment are:

Particulars	Weightage (%)
(i) General qualifications	45
(ii) Adequacy for the project	50
(iii) Experience in region & language	5
Total :	100

Minimum 75% marks required. CV of proposed Team Leader should score at least 75% marks. If not, the proposal shall not be considered further. If a CV score less than 75% marks, whatever marks it score will be carried forward for maximum 3 nos. key personnel for determining the total score of the firm. In case more than 3 CV scores less than 75% marks or Team leader scores less than 75% marks, the proposal shall be considered non-responsive.

Table regarding Detailed Evaluation Criteria for Specific experience of the NGO related to the Assignment (for total 20 points)

i)	Year of Establishment of Firm.....	4
(a)	Minimum 5 Years from due date of submission of proposal	2
(b)	1 marks for each additional 3 complete years	2
(ii)	Number of Highway project completed as Consultant/NGO at least one project with minimum one year duration	8
(a)	2 project	4
(b)	2 marks for each additional project	4

(iii)	Number of Highway project completed as Consultant/ NGO (multilateral funding agencies at least one project with minimum one year duration).....4	
(a)	1 project	2
(b)	1 marks for each additional project	2
(iv)	Experience in region & language4	
(a)	Experience of similar project in NER region (at least one project with minimum one year duration)	2
(a)	Experience of similar project in Tripura (at least one project with minimum one year duration)	2

Detailed Evaluation Criteria for Key Personnel**Team Leader**

Sr. No.	Qualification	Marks
1.	General Qualification	45
(a)	Post Graduate degree in Social Science / Sociology/ Economics/ Social work/ Rural development	35
(b)	Bachelor's degree in Law	10
2.	Adequacy for the Project	50
(a)	(i) Minimum Professional Experience of 7 Years in implementation of R&R	9
	(ii) Additional 1 mark for each additional two year (up to 5 marks maximum)	5
(b)	(i) Minimum relevant experience of in Land Acquisition, R & R activities (3 nos. of projects).	15
	(ii) Additional 2.5 marks for each additional project (up to 5 marks maximum)	5
(c)	(i) Experience of Land Acquisition, R&R in minimum two linear highway project of minimum length of 20km.	6
	(ii) Additional 1 mark for each additional such project (upto 2 marks maximum)	2
(d)	(i) Experience (minimum 2 projects) as responsible position (TL, R&R Expert, Civil Engineer, Social Development Expert and Communication and Facilitation Expert)	6
	(ii) Additional 1 marks for each additional project (up to 2 marks maximum)	2
3.	Experience in region & language	5
(a)	(i) Experience of minimum 2 years in NER region for similar assignment	2
	(ii) Additional 0.5 mark for experience of additional 2 years	0.5
(b)	(i) Experience of minimum 2 years in Tripura State for similar assignment	2
	(ii) Additional 0.5 mark for experience of additional 2 years	0.5

R&R Expert

Sr. No.	Qualification	Marks
1.	General Qualification	45
(a)	Bachelor's degree in any discipline	35
(b)	Post Graduate degree in social science	10
2.	Adequacy for the Project	50
(a)	(i) Minimum Professional Experience of 7 Years in implementation of R&R and rural development	10
	(ii) Additional 1 mark for each additional two year (up to 5 marks maximum)	5
(b)	(i) Minimum relevant experience in Land Acquisition, R & R activities (3 nos. of projects) in linear highway project	10
	(ii) Additional 2.5 marks for each additional project (up to 5 marks maximum)	5
(c)	(i) Experience in minimum 2 Project regarding Land measurement/ Land valuation process	15
	(ii) Additional 2.5 marks for each additional such project (up to 5 marks maximum)	5
3.	Experience in region & language	5
(a)	(i) Experience of minimum 2 years in NER region for similar assignment	2
	(ii) Additional 0.5 mark for experience of additional 2 years	0.5
(b)	(i) Experience of minimum 2 years in Tripura State for similar assignment	2
	(ii) Additional 0.5 mark for experience of additional 2 years	0.5

Civil Engineer

Sr. No.	Qualification	Marks
1.	General Qualification	45
(a)	Bachelor's degree in Civil Engineering	35
(b)	Post Graduate degree	10
2.	Adequacy for the Project	50
(a)	(i) Minimum Professional Experience of 7 Years	7.5
	(ii) Additional 0.5 mark for each additional two year (up to 2 marks maximum)	2.5
(b)	(i) Minimum relevant experience of 5 years in Land Acquisition, R & R activities	15
	(ii) Additional 1 marks for each additional years (up to 5 marks maximum)	5
(c)	(i) Experience in minimum 2 Project regarding Land acquisition involving valuation of land and assets	15
	(ii) Additional 2.5 marks for each additional such project (up to 5 marks maximum)	5
3.	Experience in region & language	5
(a)	(i) Experience of minimum 2 years in NER region for similar assignment	2
	(ii) Additional 0.5 mark for experience of additional 2 years	0.5
(b)	(i) Experience of minimum 2 years in Tripura State for similar assignment	2
	(ii) Additional 0.5 mark for experience of additional 2 years	0.5

Social Development Expert

Sr. No.	Qualification	Marks
1.	General Qualification	45
(a)	Bachelor's degree in any discipline	35
(b)	Post Graduate degree in social science	10
2.	Adequacy for the Project	50
(a)	(i) Minimum Professional Experience of 7 Years in community development & community awareness project	15
	(ii) Additional 2 mark for each additional year (up to 10 marks maximum)	10
	(iii) Additional 5 marks for each linear highway project of minimum length of 20km (maximum 10 marks)	10
(b)	(i) Minimum 5 years Experience in project involving HIV/ AIDS awareness.	10
	(ii) Additional 1 marks for each additional year (up to 5 marks maximum)	5
3.	Experience in region & language	5
(a)	(i) Experience of minimum 2 years in NER region for similar assignment	2
	(ii) Additional 0.5 mark for experience of additional 2 years	0.5
(b)	(i) Experience of minimum 2 years in Tripura State for similar assignment	2
	(ii) Additional 0.5 mark for experience of additional 2 years	0.5

Communication and Facilitation Expert

Sr. No.	Qualification	Marks
1.	General Qualification	45
(a)	Bachelor's degree in any discipline	35
(b)	Post Graduate degree in any discipline	10
2.	Adequacy for the Project	50
(a)	(i) Minimum Professional Experience of 7 Years in projects involving Land acquisition and R&R.	20
	(ii) Additional 1 mark for each additional year (up to 10 marks maximum)	10
(b)	(i) Minimum 5 years experience in R&R or rural development works.	15
	(ii) Additional 1 marks for each additional year (up to 5 marks maximum)	5
3.	Experience in region & language	5
(a)	(i) Experience of minimum 2 years in NER region for similar assignment	2
	(ii) Additional 0.5 mark for experience of additional 2 years	0.5
(b)	(i) Experience of minimum 2 years in Tripura State for similar assignment	2
	(ii) Additional 0.5 mark for experience of additional 2 years	0.5

5.3	The address to send information to the Client is: K K Agarwal Dy. General Manager (Technical) National Highways & Infrastructure Development Corporation Ltd. PTI Building, 3rd Floor , 4, Parliament Street, New Delhi-110001 Ph.: 011-2346 1696, Email: gmt-tripura@nhidcl.com
5.8	The formula for determining the financial scores is the following: [$S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price, and F, the price of the proposed under consideration] The weights given to the Technical and Financial Proposals are: T = 0.80, and F = 0.20
6.1	The address for negotiations is: National Highways & Infrastructure Development Corporation Ltd., Conference Hall at PTI Building, 3rd Floor, 4, Parliament Street, New Delhi-110001 Tel. Ph.: 011-2346 1696 e-mail: gmt-tripura@nhidcl.com
7.2	The Assignment is to commence from the date of signing of the Contract.

SECTION 3**TECHNICAL PROPOSAL - STANDARD FORMS**

3A.	Technical Proposal submission form.
3B.	Consultant/ NGO's references.
3C.	Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.
3D.	Description of the methodology and work plan for performing the assignment.
3E.	Team composition and task assignments.
3F.	Format of Curriculum Vitae of proposed key professional staff.
3G.	Time schedule for professional personnel.
3H.	Activity (work) schedule.
3I.	Bank Guarantee format for Bid Security.

3A. Technical Proposal Submission Form

[Location, Date]

FROM: (Name of Consultant/ NGO)

To: (Name and Address of Client)

Sir/Madam:

Subject: Hiring of Consultant/ NGO Service for -----

-----Technical Proposal.

We, the undersigned, offer to provide the Consultancy/ NGO services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, under sealed envelope and uploaded on CPP portal i.e. <https://eprocure.gov.in> and financial proposal uploaded only on CPP Portal.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant/ NGO:

Address:

3B. NGO's References

Relevant Services Carried Out in the Last Five Years that Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your NGO, either individually as a corporate entity or as one of the major companies within an association, was legally contracted. (Certificate with Values of Services from Employer regarding experience must be furnished)

Assignment Name:		Country:	
Location within Country:		Key professional staff Provided by Your NGO (profiles):	
Name of Client:		No. of Staff:	
Address:		No. of Staff-Months; duration of assignment:	
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in INR):	
Name of Associated NGOs, if any:		No. of Months of Key professional staff, provided by Associated NGOs:	
Name of Senior Staff (Team Leader etc.) involved and functions performed:			
Narrative Description of Project:			
Description of Actual Services Provided by Your Staff:			

Consultant/ NGO's Name: _____

Signature of Authorized Representative with seal:- _____

3C. Comments and Suggestions of NGO on the Terms of Reference and On Data, Services and Facilities to be provided by the Client

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client

- 1.
- 2.
- 3.
- 4.
- 5.

Consultancy firm/ NGO's Name:

3D. Description of the Methodology and Work Plan for Performing the Assignment

3E. Team Composition and Task Assignments**1. Key Personnel**

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

2. Sub Key Personnel

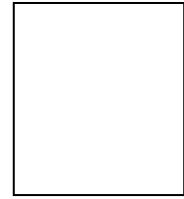
Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

3F. Format of Curriculum Vitae (CV) For Proposed Key Professional staff

(Maximum age of Key professional should not be greater than 65 years on date of submission of proposal.)

Proposed Position: _

Name of Consultant/ NGO: ____



Name of Staff: ____

Profession: ____

Date of Birth: ____ (Please furnish proof of age)

Years with Consultancy firm/ NGO: __ Nationality: ____

Membership in Professional Institution: ____

Detailed Tasks Assigned: ____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize College/University and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. (Please furnish proof of educational qualification)].

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. [Use about two pages].

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing].

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date: _

[Signature of staff member and authorized representative of the Consultant/ NGO]

Signature of staff member	Authorized Representative	Consultant/ NGO	Day/Month/Year

Full name of staff member :

Full name of authorized representative :

Note: Each page of the CV should be signed in ink by self attested.

Request For Proposal 2020

3G. Time Schedule for Key Professional Personnel

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)												Number of Months
				1	2	3	4	5	6	7	-	-	-	-	-	
1.																Subtotal (1)
2.																Subtotal (2)
3.																Subtotal (3)
4.																Subtotal (4)

Full-time: _____ Part-time: _____

Reports Due: _____

Activities Duration: _____

Signature:_____
(Authorized Representative)

Full Name :_____

Title :_____

Address :_____

3H. Activity (Work) Schedule

A. Field Work and Study Items:

Month-wise Program (in form of Bar Chart) [1st, 2nd, etc. are months from the start of assignment]

Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	-	-	-	-	-

B. Completion and Submission of Reports

Reports:	Programme: (Date)
1. Inception Report	
2. Progress Report (a) Monthly Progress Report (b) Quarterly Progress Report	
3. Draft Final Report	
4. Final Report	

31. BANK GUARANTEE FORMAT FOR BID SECURITY

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

Ref.: Tender No. , dated

Bank Guarantee:

Date:

WHEREAS, _____ (Name of Bidder) ____ (hereinafter called "the bidder") has submitted his bid dated _____ (date) for the **Tender No.** _____, dated _____ (hereinafter called "the Bid". KNOW ALL MEN by these presents that We, _____ [Name of Bank] of _____ [Name of Country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of employer] (hereinafter called "the Employer") in the sum of Rs. _____ (Rupees _____ Lakhs only) for which payment will and truly to be made to the said employer the bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 201_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or
2. If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity,
 - a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - b. fails or refuses to furnish the Performance Security, in accordance with the letter of invitation,

we undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 150 (one hundred and fifty) days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to _____ Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease

DATE _____

SIGNATURE OF THE BANK _____

SEAL OF THE BANK _____

SIGNATURE OF THE WITNESS _____

Name and Address of the Witness _____

The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India.

This guarantee shall also be operable at our -----, New Delhi office, 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 there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

The liability of bank under this Guarantee shall not be affected by any change in the constitution of the consultant or of the Bank.

NOTE for Issuing Bank (Not to be included in the BG):-

- (i) The bank guarantee(s) contain(s) the name, designation and Code number of the officer(s) signing the guarantee(s).
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.
- (iii) The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).
- (iv) The Bank Guarantee shall be transmitted through SFMS gateway to our banker with following details:

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	SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank transport Bhawan, 1st Parliament Street, New Delhi-110001

- (v) The confirmation with supporting details if any shall be specifically mentioned in the covering letter issued with the Bank Guarantee.

SECTION 4

FINANCIAL PROPOSAL - STANDARD FORM

Financial proposal submission template shall have to be downloaded from CPP Portal and submitted as per the instruction.

- 4A. Financial Proposal submission form.**
- 4B. Summary of costs.**
- 4C. Breakdown of Remuneration.**
- 4D. Office and Travel Expenses.**
- 4E. Miscellaneous Expenses.**

4A. Financial Proposal Submission Form

[Location, Date]

FROM: (Name of Firm)

TO: (Name and Address of Client)

Sir/ Madam:

Subject: Hiring of Consultant/ NGO's Services for -----
-----Financial Proposal.

We, the undersigned, offer to provide the Consultancy/ NGO services for the above assignment in accordance with your Request for Proposal dated [Date], and our Proposal (technical and Financial Proposals).

Our attached financial proposal is for the sum of amount as uploaded on CPP Portal in the prescribed format of Financial Proposal in BOQ. This amount is inclusive of the all taxes excluding Goods and Services Tax.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

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

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and contract execution, if we are awarded the contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Firm:

Address:

4B. Summary of Costs

Sl. No.	Name of Activity	Costs	Currency (INR)	Amounts	
				In Figures	In Words
1.	Key Professional Personnel) i. Team Leader ii. R&R Expert iii. Civil Engineer iv. Social Development Expert v. Communication and facilitation Expert vi. Technical support staff				
2.	Office and Travel Expenses				
3.	Miscellaneous				
Total Amount of Financial Proposal (inclusive of the all taxes excluding Goods and Services Tax)					

4C. Breakdown of Remuneration

Sl.No.	Names	Position	No. of persons	Input (Months)	Remuneration		Amount
					Currency (INR)	Rate	
A.	Expert Team (Key Personnel)						
1.		Team Leader	1	18			
2.		R&R Expert	2	2x18=36			
3.		Civil Engineer (intermittent)	1	15			
4.		Social development expert (intermittent)	2	2 X 15 = 30			
5.		Communication and facilitation expert (intermittent)	1	15			
B.	Non-key Personnel (Technical support Staff)						
1.		Technical support staff (intermittent)	5	5 X 15 = 75			
Grand Total			5				

4D. Office and Travel Expenses

Sl. No.	Description	Unit	Quantity	Unit Price in	Total Amount in
1	Travel expenses (Home office to Field Office)	Trip	10		
2.	Local transportation costs	Month	18		
3.	Office rent/ accommodation including furniture, clerical assistance etc.	Month	18		
Grand Total					

4E. Miscellaneous Expenses

Sl. No.	Description	Unit	Qty.	Unit Price	Total Amount
1.	Communication costs between Field and Office (telephone, etc.)	Month	18		
2.	Drafting, reproduction of reports	Month	18		
3.	Equipment: Vehicles, Computers including software etc.	Month	18		
	Grand Total				

SECTION-5**Terms of Reference (TOR) for the NGOs (Phase 1 and Phase 2)****1. Objectives of the Assignment**

- 1.1 The main objective of the NGO consultancy is to facilitate the affected community in their Resettlement and Rehabilitation processes and help NHIDCL and Tripura State Government in the implementation of RAP. Specifically, the main tasks of the selected NGO would be as follows:
- (i) Assist Project Monitoring Unit (PMU) of NHIDCL in identification of PAPs through detailed measurement survey and inventory of loss survey
 - (ii) Assist PMU, NHIDCL in undertaking awareness raising and communication campaigns in the project areas to inform about the project and proposed measures
 - (iii) Educate PAPs regarding their likely losses due to the project, their entitlements as per the Resettlement policy of the project and the obligations under the RAP
 - (iv) Ensure that PAPs get the compensation for the loss of their land and other assets at the replacement cost. At the same time, it is important to ensure that PAPs receive their full entitlements under the RAP and use them productively. Where options are available, the NGO shall provide advice to PAPs on the relative benefits of each option
 - (v) Assist the physically displaced PAPs in their relocation including counseling and coordination with the local authorities, particularly on housing and infrastructure in the places where PAPs will be relocated
 - (vi) Assist PAPs in their economic rehabilitation including counseling and coordination with the local authorities, particularly those implementing the government schemes for the socio-economic development of the affected communities
 - (vii) Assist PAPs in the redress of their grievances through the system implemented as part of the RAP. In this regard, inform PAPs about the functional aspects of various committees set up by the project/District Administration and assist them in fully benefiting from such institutional mechanisms
 - (viii) Assist PMU, NHIDCL in ensuring social responsibilities of the project, such as compliance with the labor laws, prohibition of child labor, HIV/AIDS and gender issues
 - (ix) Any other relevant task that would be assigned by the project during the

course of the consultancy period

2. Scope of Work

- 2.1 The NGO will be one of the stakeholders in the entire project cycle with primary responsibility of facilitating the implementation of RAP and help NHIDCL/Tripura State Government in mitigating the adverse impacts of the project. This necessarily requires the selected NGO to only work with PAPs but also interface between the local communities of the project area and State and District administrations. At the same time, NGO will function as a link between the PMU and relevant government agencies. The NGOs shall remain responsible for the development of a comprehensive livelihood system and facilitate PAPs to take advantage of the options available. More details are discussed in section 4 of this TOR.
- 2.2 The NGO shall report to the Branch office on a monthly basis. The report should include physical and financial progress both in terms of quantitative and qualitative terms. The report should prominently feature the problems and issues addressed and tackled with the PAPs and the solutions found. The report should have a separate chapter covering the gender issues, their problems and what has been done (within the framework of the RAP) to ensure their participation in decision making as well as the options made available for them to access economic opportunities. The report should clearly include the number of field units made by the NGO's staff and the outcome of consultation with the people. NGO shall also produce quarterly process documentation report for NHIDCL headquarter in Delhi.

3. Responsibility of NGO in Implementing RAP

3.1 Awareness raising and communication

- 3.1.1 Undertake a public information campaign at the commencement of the project as well as continuing through project implementation to inform the affected communities of
- (i) The need for land acquisition
 - (ii) The reasons and need for eviction of displaced households
 - (iii) The likely consequences of the project on the community's livelihood
 - (iv) Proposed mitigation measures.
- 3.1.2 The NGOs shall establish rapport with the PAPs, consult them, provide them information about the respective entitlements as proposed under the RAP and distribute identity cards to the eligible PAPs.

3.2 Verify and update RAP

- 3.2.1 The NGO shall undertake a verification exercise of PAPs identified in the RAP to check the validity of the information on the affected and eligible families including the individual losses. This activity will be simultaneously carried out while PMU will be carrying out the detailed measurement survey upon the confirmation of the final alignment. Based on the above verification exercise, the NGO shall prepare a list of PAPs eligible for R&R assistance and relocation, enlisting their entitlement as per the Policy and RAP after verification. The NGO shall display the list of eligible PAPs in prominent public places such as District office or Village Council or any other public place in the vicinity.
- 3.2.2 During the verification of the eligible PAPs, the NGO shall ensure that each of the PAPs is contacted and consulted either in groups or individually. The NGO shall specially ensure consultation with the women headed and other vulnerable families. Participatory methods should be applied in assessing the needs of the PAPs, especially, with regard to the vulnerable group. The methods of contact may include: (i) village level meetings; (ii) focus group meeting specific groups (e.g. gender, age, vulnerability); and (iii) individual meetings and interactions.
- 3.2.3 Based on the final list of PAPs, NGOs will help the Tripura Government to prepare Identity Cards for individual PAPs and distribute it to them; and prepare micro plan for each PAP and get it approved from competent authority.

3.3 Land Acquisition and Coordination

- 3.3.1 The NGO should provide following assistance throughout the process of land acquisition.
- (i) Assist project in arriving at land cost for private negotiation
 - (ii) Facilitate private negotiation with the land owners Explain to the PAPs, the need for land acquisition, the provisions of the policy and the entitlements under the RAP
 - (iii) Help project in disbursement of compensation in timely manner
 - (iv) Hold specific discussions with the vulnerable groups of the affected community and help them understand their losses and entitlements
 - (v) Distribute the copy of approved project specific Resettlement & Rehabilitation Policy and the translated version of the policy (into Tripura)

to each and every PAF which would help them understand their entitlements and decide on their R&R options

- (vi) Disseminate information to the PAPs on the possible consequences of the project on the community's livelihood systems and the option available
- (vii) Help PAPs in making decisions and finalizing their option with regard to relocation and income restoration measures
- (viii) Help PAF to enter in to a written agreement with NHIDCL/Tripura State Government as an acceptance to the R&R options

3.4 Disbursement of R&R Assistance

3.4.1 The role of the NGO in disbursement of R&R assistance includes:

- (i) Determine the R&R alternatives opted by PAPs and accordingly document their R&R entitlements (for each PAF) on the basis of the RAP. In case of discrepancies, the NGO shall try to resolve it in consultation with the PMU on the basis of policy guidelines and if necessary, pursue the matter through the grievance redress mechanism
- (ii) Assist the project in ensuring a smooth transition during the relocation of the displaced families. In close consultation with the PAPs, the NGO shall inform PMU about the shifting dates agreed with the PAPs in writing and the arrangements desired by the PAPs with respect to their relocation
- (iii) Assist the PAPs in opening a joint bank accounts if necessary, and explain the implications, the rules and the obligations of a joint account, and how she/he can access the resources she / he is entitled to.
- (iv) Ensure proper utilization of the R&R support provided to PAPs and help restore and improve their lost income/assets
- (v) Identify means and accordingly advise PMU/ State Government/ CALA to disburse the entitlements to the eligible persons / families in a manner that is transparent and conform to the prevailing social norm in the area

3.5 Facilitate the effective and fair use of Grievance Redress Mechanism

3.5.1 The NGO shall make PAPs aware of the availability of Grievance Redress Mechanism (GRM) and its procedures. The tasks related to GRM include:

- (i) Organize training/sensitization for PAPs on the procedures to file a grievance application and to confirm that a statement of claim from the concerned PAF accompanies each grievance application. In this regard, the NGO shall help PAPs in filing their grievances and also in clearing their doubts about the procedure as well as the context of the Grievance Redress Committee (GRC) award.
- (ii) Record the grievance and bring the same to the notice of the GRC within a reasonable time (at least within 15 days) after receiving the grievance from the PAPs. It shall submit a draft resolution with respect to the

particular grievance of the PAF, suggesting multiple solutions, if possible, and deliberate on the same in the GRC meeting through the NGO representation in the GRC.

- (iii) Accompany PAPs to the GRC meeting as necessary and help them express his/her grievance to GRC members. The NGO will inform the PAPs of the decision taken by the GRC within 3 days of receiving a decision from the GRC (The time frame for the GRC to take a decision is 45 days).

3.6 Assist displaced families in their relocation

- (i) Obtain and confirm PAPs' choice in terms of: (i) site for relocation; (ii) identification of land for alternate housing; (iii) shifting plan and arrangements; (iv) resettlement assistance utilization plan; (v) community asset building plan; and (vi) institutional arrangements for maintenance of the community assets developed by the project.
- (ii) Assist PAPs in accessing government housing program (particularly for vulnerable groups) and in accessing institutional housing construction loans if applicable.
- (iii) Guide PAPs in the construction of houses using locally available construction material, in procuring quality construction material at reasonable prices and check exploitation by vested interests.

3.7 Assist PAPs in their economic rehabilitation

3.7.1 In line with the RAP policy framework, the NGO shall support Tripura State Government to develop Income Restoration Plan with inputs from PAPs. Throughout the preparation and implementation of such plan, the NGO shall provide following assistance:

- (i) Define, evolve and implore alternative methods of livelihood using the local skill, resources and opportunities available both in the project and outside. Help the PAPs in realizing and optimizing the indigenous technology knowledge through the use of local resources.
- (ii) Assist PAF, interested in land-based economic rehabilitation, in identifying suitable land for continuing with agriculture. This will require a survey of land market in the area, both for identification of land and negotiating price.
- (iii) Inform eligible PAPs about various economic opportunities available with the project such as employment (including with contracting agencies); allotment of shops/kiosks, award of petty contracts, vehicle hiring among others. NGO shall also help PAPs and local people in the formation of cooperatives and facilitate in their registration. Coordinate with the project staff to ensure that these cooperatives get contracts from the project on a preferential basis.
- (iv) Undertake a training need assessment for PAPs, particularly on the activities opted by PAPs for their economic rehabilitation. Organize

training programs on various income generation activities.

- (v) Coordinate the training and capacity building program with the project and relevant government and non-government training agencies and ensure that skill level of PAPs is upgraded to help them in their income restoration process. This will include the training to be given to members of the self-help group in accounting, record maintenance, skill acquisition in the chosen enterprise.
- (vi) Establish linkages with the district administration for ensuring that the PAPs get access to public sector schemes available for the socio-economic development of the people, particularly those belonging to vulnerable sections. Similar efforts need to be made for the PAPs interested in availing institutional credit for scaling the operation of economic schemes. The focus for this component of the NGO's work shall be the vulnerable PAPs for their income restoration. The NGO shall maintain a detailed record of such facilitation.
- (vii) Develop good rapport with the local financial institutions and facilitate PAPs to access credit at acceptable terms and conditions.
- (viii) Work closely with local Government agencies and particularly District Administration to ensure linking their socio-economic development programs and help enrolling PAPs in their development schemes, particularly for housing and improving the economic status of PAPs.
- (ix) Coordinate with the local Training institutes for imparting skill and management of training programs for enterprise development.

3.8 Assisting PIU in its Social Responsibility

- 3.8.1 As part of social responsibility, PMU might plan and implement a number of programs focused on the socio-economic development of the communities in the project area. The facilitating NGO will help PMU to plan this component in such a way that it meets the requirement of the local population (including the affected community) as well as to ensure that such activities help in their socio-economic development. They will include:
- 3.8.2 Undertake sensitizing campaign and media/advertisement in collaboration with line agencies, local NGOs and international donor agencies active in Tripura. There is also a need to link the HIV/AIDS and other sexually transmitted diseases with the medical facilities available in the area. In this regard, attention is required on labor camps of the project and flow of new population in the project area. The NGO shall assist PMU to implement these measures, including collaborating with the line agencies.
- 3.8.3 The NGO shall assist PMU to ensure that the contractors are abiding by the applicable laws, concerning women's and the child labor issues, parity in wages, control of HIV/AIDS, etc. Any divergence from women's and child labor issues should be brought to the notice of PMU, NHIDCL.

4. Monitoring and Evaluation

The implementation of RAP requires regular monitoring, both internal and external monitoring. The NGO involved in the implementation of the RAP will monitor the implementation and collect the required information. In addition, it should also provide the required information and documents for both internal and external monitoring. To this end, the contracted NGO shall keep proper documentation of its work and the R&R processes employed in RAP implementation. The NGO will be responsible for the upkeep and updating of such data/information and relevant documents regularly. The documents shall include photographs and videotapes of the pre-intervention, intervention and post intervention scenario of all R&R measures undertaken in the area.

5. Reporting System

5.1 The NGO selected for the assignments shall be responsible to:

- (i) Prepare and submit an inception report within **three weeks** on signing up of the contract, detailing the plan of action, manpower deployment, time schedule, detailed methodology and a withdrawal plan at the end of the period of contract. The withdrawal plan shall be detailed and shall reflect how the PAPs/local communities will maintain the assets created and transferred to the PAPs.
- (ii) Prepare monthly progress reports to be submitted to the PMU indicating the weekly progress and its synchronization with the project construction schedule. Prepare any other report as required by the Project.
- (iii) Collect data required on monitoring of RAP implementation and on selected impact indicators at monthly frequency.
- (iv) Submit a completion report at the end of the contract period summarizing the actions taken during the project, the methods and personnel used to carry out the assignment, a summary of supports / assistance given to the PAPs and lessons drawn.
- (v) Submit all other reports / documentation as described in the terms of reference.

5.2 All progress reports shall include data on input and output indicators as required by the Project. Documentation should be in writing as well as in photographs and videos/ CDs taken during the assignment which should be submitted to PMU along with the reports. Accounts on expenditure, office administration, training and other heads shall be submitted in the form of quarterly reports and final report along with the completion report. The NGO shall document in full details the consultation processes, the process of identification of the resettlement sites and a full description of the training

imparted (or facilitated) as part of the assignment. These documents shall be submitted to PMU as annual reports.

6. Conditions of Services

The NGO shall ensure that the RAP is implemented on an effective and proper manner. The prime responsibility of the NGO shall be to ensure that each and every eligible PAF receive appropriate and due entitlement (within the R&R policy of the project). Additionally, the NGO shall help PMU in all other matters deemed to be required to implement the RAP. All documents created, generated or collected during the period of contract in carrying out the services under this assignment will be the property of PMU. No information gathered or generated during and in carrying out this assignment shall be disclosed by the NGO without the explicit permission of the PMU. In order to carry out above tasks, NGO staff (responsible for RAP implementation) will have to be stationed in the project area. While the NGO will have its head office at Teliamaru, its team members will be stationed in all districts along the project corridors. Besides contacting PAPs on an individual basis to regularly update the baseline information, group meetings and village level meetings will be conducted by the NGOs on a regular basis. The frequency of such meetings will depend on the requirements of the PAPs but should occur at least once a month to allow the PAPs to remain up to date on project development. NGO will encourage participation of individual PAPs in such meetings by discussing their problems.

7. Timeframe for Services

- 7.1 The NGOs will be contracted initially for a period of eighteen months from the date of their appointment. This contract can be renewed, on mutual agreement, for another year based on the performance of the selected NGO to the satisfaction of the PMU.

S. No.	Task Description	Time for completion
1	Inception Report	At the end of the 2 nd week after commencement of services.
2	a. Joint verification, issue of identity card and submission of corrected data, if any, including proposal for replacement and upgradation of community assets b. Additional and /or missing census survey records of PAPs (to be collected only after due approval of such cases by RO in writing) including	At the end of the 2nd month after commencement of services At the end of the 3rd month after commencement of services.

S. No.	Task Description	Time for completion
	profiles of PAPs in such survey	
3	Monthly Progress Report /Quarterly Progress Report covering the activities in the scope of works and corresponding deliverables	In 7 days from the end of each month /quarter.
4	Facilitating disbursement of the entitlements for 50% of total PAPs in the 1st milestone coinciding with the milestone sections fixed by PMU, Teliamaru.	At the end of the 4 th month after commencement of services.
5	Disbursement of the entitlements for the remaining PAPs in the 1st milestone	At the end of the 6 th month after commencement of services.
6	a. Disbursement of the entitlements for remaining PAPs in the 2nd milestone b. Facilitating resettlement of PAPs to the resettlement site(s)	At the end of the 9 th month after commencement of services.
7	Draft Final Report summarizing the action taken and other resettlement works to be fulfilled by the NGO	Three month before the completion of service / 15 th month after commencement of services.
8	Final report summarizing the action taken and other resettlement works to be fulfilled by the NGO	At the end of the service / 18 st month after commencement of services incorporating suggestions of PMU on the draft report.

8. Data, Services and Facilities to be provided by the Client

The NHIDCL will provide the NGO copies of the EIA and RAP report, the list of the PAPs, the land acquisition plan and any other relevant reports/data prepared during the feasibility study. All facilities and support required in the performance of the assignment shall be extended to the NGO.

9. Staff Requirement

The NGO team will have the following technical experts. Proficiency of local language is necessary qualification.

Table: NGO Expert Team Composition

Sl. No	Position	No. of positions	Qualification
1.	Team Leader	1	The team leader should be a Post-Graduate in social sciences in Sociology, Economics, Social works, Rural development, Bachelors of Law. S/he should have about 7 years experience in implementation of R&R and have experience in linear highway project works. Should have participated in about three (03) projects involving R&R activities. She/he should have held responsible position for about 7 years in the previous assignments. She/he should possess participatory management skills and should have good knowledge of the region and the local languages.
2.	R&R expert	2	R&R expert should have about 7 years experience in implementation of R&R and rural development. She/he should have participated in about three (03) projects involving R&R activities in linear highway projects. Should have participatory management skills and knowledge of land measurement, and should be conversant with land valuation methods. Knowledge of local language is a necessary qualification.
3.	Civil Engineer	1	Civil Engineer should have about 7 year experience in field work. She/he should have participated in about Two (02) projects involving R&R activities experience in linear highway project. Should have sound understanding of the land acquisition process, and should be well conversant with the valuation methods of land and assets. Should have sound knowledge of preparation of estimates. Should have experience in participatory management. Knowledge of local language is a necessary qualification.

Sl. No	Position	No. of positions	Qualification
4.	Social development expert	2	Social development expert should have about 7 years of working experience in community development and community awareness projects, preferably in linear project. Should have about 5 years experience in the field of HIV/AIDS. Knowledge of local language is a necessary qualification.
5.	Communication and Facilitation Expert	1	Communication and Facilitation Expert should have about 7 years of working experience in consultation and other participatory activities associated with land acquisition and resettlement and in supporting PAPs. Should have worked for about 5 years in R&R or rural development projects. Knowledge of local language is a necessary qualification.
6.	Technical Support Staffs	5	Technical Support Staffs should have about 5 years of working experience in working in R&R and/or rural development project. Knowledge of local language and experience of working in the region is essential.
7.	MIS Officer	3	Minimum: Bachelor's degree in computer application or related fields. 3 years of minimum professional experience Proficient in operating computer and Microsoft Word, and Excel. Ability to design and manage database. Proficient in English and local language.

Additionally the following conditions shall apply to the team proposed by the NGO.

- (i) The proposal should accompany a personnel deployment schedule, clearly indicating whether the deployment is home-office based or in the field.
- (ii) The NGO must propose at least one woman as part of the key personnel. The person-month deployment of the woman key personnel shall constitute at least 20 % of the person-month deployment of all key professionals (i.e. excluding technical support staffs) in the assignment.
- (iii) All key Professionals and Technical Support Professionals should have not attained maximum age of greater than 65 Years on the date of submission of proposal.

10. Payment Schedule:

- 10.1** The following payment milestone is proposed for making the payment to the NGO. The payment will be made subject to the submission of a certificate from the PMU-Teliamaru, NHIDCL that the targets have been achieved in a satisfactory manner.

Sl. No.	Indicative Payment Milestone	Payment (% of Contract Value)
1	On submission of the inception Report complete in all respects	10%
2	On completion of the identification, verification of DPs and initial consultation sessions, and submission of updated data on PAPs (Identification and Verification report) and review of the same by the NHIDCL.	14%
3	On submission and approval of first 30% of the Micro Plans of PAPs	8%
4	On submission and approval of second 30% of the Micro Plans of PAPs	9%
5	On submission and approval of final 40% of the Micro Plans of PAPs	9%
6	On completion of the rehabilitation process and implementation of Livelihood and Income Restoration Program and HIV/AIDs, health and hygiene, and human trafficking in affected villages.	16%
7	On submission of the Final Completion Report	14%
8	On approval of the Final Completion Report	20%
	Total	100%

Note: 70% of the eligible payment for each milestone shall be payable on achievement of that milestone for Phase 1 (NH-54) and 30% shall be payable on achievement of that milestone for Phase 2.

- 10.2** For livelihood restoration and HIV/AIDS awareness component, NHIDCL will provide additional funding specific for those activities. NGO will submit cost proposal to NHIDCL for approval prior to implementation of specific component. NGO will be reimbursed based on actual costs.
- 10.3** The above remuneration includes all costs related to carrying out the services, including overhead and inclusive of all taxes excluding Goods and Service tax.

SECTION - 6

STANDARD FORMS OF CONTRACT

**Selection of Consultants/ NGOs to assist in implementation of Resettlement
Action Plan for:**

**Improvement and widening to two lane with paved shoulder of road from Km
21.100 to Km 101.30 (Total length: 80.20 km) i.e. Kailashahar - Khowai
section of NH-208 in the state of Tripura, on Engineering, Procurement and
Construction (EPC) mode, with Japan International Cooperation Agency (JICA)
loan assistance.**

Between

**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT
CORPORATION LTD. (NHIDCL)**

and

[Name of Consultancy firm/ NGO]

Place:

Dated:

CONTENTS

Sr no.	Particulars	Page No.
I.	FORM OF CONTRACT	62
II.	GENERAL CONDITIONS OF CONTRACT	64
1.	General Provisions	64
1.1	Definitions	64
1.2	Law Governing the Contract	64
1.3	Language	65
1.4	Notices	65
1.5	Location	65
1.6	Authorized Representatives	65
1.7	Taxes and Duties	65
2.	Commencement, Completion, Modification, and Termination of Contract	65
2.1	Effectiveness of Contract	65
2.2	Commencement of Services	65
2.3	Expiration of Contract	65
2.4	Modification	65
2.5	Force Majeure	66
2.5.1	Definition	66
2.5.2	No Breach of Contract	66
2.5.3	Extension of Time	66
2.6	Termination	66
2.6.1	by the Client	66
2.6.2	by the NGO	67
2.6.3	Payment upon Termination	67
3.	Obligations of the NGO	67
3.1	General	67
3.2	Conflict of Interest	67
3.2.1	NGO Not to Benefit from Commissions, Discounts, etc	67
3.2.2	NGO and Affiliates Not to Be Otherwise Interested in Project	68
3.2.3	Prohibition of Conflicting Activities	68
3.3	Confidentiality	68
3.4	Insurance to Be Taken Out by the NGO	68
3.5	NGO's Actions Requiring Client's Prior Approval	68
3.6	Reporting Obligations	68
3.7	Documents Prepared by the NGO to be the Property of the Client	69
4.	NGO's Personnel	69
4.1	Description of Personnel	69
4.2	Removal and/or Replacement of Personnel	69
5.	Obligations of the Client	70

Sr no.	Particulars	Page No.
5.1	Assistance and Exemptions	70
5.2	Changes in the Applicable Law	70
5.3	Services and Facilities	70
6.	Payments to the NGO	70
6.1	Lump Sum Remuneration	70
6.2	Contract Price	70
6.3	Payment for Additional Services	70
7.	Settlement of Disputes	70
7.1	Amicable Settlement	70
7.2	Dispute Settlement	71
8.	Retention Money	71
9.	Penalty	71
9.1	Penalty for Error Variation	71
9.2	Penalty for Delay	71
10.	Performance Security	71
III.	SPECIAL CONDITIONS OF CONTRACT	73
IV.	APPENDICES	79
	Appendix A — Description of the Services	80
	Appendix B — Reporting Requirements	81
	Appendix C — Key Personnel and Sub-consultants	82
	Appendix D — Breakdown of Contract Price in Local Currency	83
	Appendix E — Services and Facilities Provided by Client	84
	Appendix F — Format for Bank Guarantee for Performance Security	85
	Appendix G — Bid Securing Declaration	88

I. FORM OF CONTRACT

Lump Sum Remuneration

This CONTRACT (hereinafter called the “Contract”) is made the _____ day of the month of _____, 20____, between, on the one hand, _____ (hereinafter called the “Client”) and, on the other hand, _____ (hereinafter called the “NGO”).

[*Note: If the NGO consist of more than one entity, the above should be partially amended to read as follows:

“.....(hereinafter called the “Client”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the NGO obligations under this Contract, namely, _____ and _____ (hereinafter called the “NGO”)”]

WHEREAS

- (a) the Client has requested the NGO to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the NGO, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (hereinafter called “GC”);
 - (b) The Special Conditions of contract (hereinafter called “SC”);
 - (c) The following Appendices:
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub-consultants
 - Appendix D: Breakdown of Contract Price in Local Currency
 - Appendix E: Services and Facilities Provided by the Client
- 2. The mutual rights and obligations of the Client and the NGO will be as set forth in the Contract, in particular:
 - (a) The NGO will carry out the Services in accordance with the provisions of the Contract; and

- (b) The Client will make payments to the NGO in accordance with the provisions of the Contract.

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

**FOR AND ON BEHALF OF
[NAME OF CLIENT]**

**By
(Authorized Representative)**

**FOR AND ON BEHALF OF
[NAME OF NGO]**

**By
(Authorized Representative)**

[Note: If the NGO consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

**FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE NGO**

[Name of Member]

**By
(Authorized Representative)**

[Name of Member]

**By
(Authorized Representative)**

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) **“Contract” means** the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) **“Contract Price”** means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) **“Foreign currency”** means any currency other than the currency of Government;
- (e) **“GC”** means these General Conditions of Contract;
- (f) **“Government”** means the Government of India or Government of Tripura as the case may be;
- (g) **“Local currency”** means the currency of the Government;
- (h) **“Member”**, in case the NGOs consist of a joint venture of more than one entity, means any of these entities, and **“Members”** means all of these entities; **“Member in Charge”** means the entity specified in the SC to act on their behalf in exercising all the NGO’s rights and obligations towards the Client under this Contract.
- (i) **“Party”** means the Client or the NGO, as the case may be, and Parties means both of them;
- (j) **“Personnel”** means persons hired by the NGO or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) **“SC”** means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (l) **“Services”** means the work to be performed by the NGO pursuant to this Contract as described in Appendix A; and
- (m) **“Sub-consultant”** means any entity to which the NGO subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

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

1.4 Notices

Any notice, request or consent made pursuant to this 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, or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

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 NGO may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

Unless otherwise specified in the SC, the NGO, Sub-consultant 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.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The NGO will begin carrying out the Services fifteen (15) days within the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

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.

2.5 Force Majeure**2.5.1 Definition**

For the purpose 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 as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable 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.

2.5.3 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.

2.6 Termination**2.6.1 By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the NGO, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the NGO do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) if the NGO become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the NGO is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the NGO, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“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.

“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 NGO (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.

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

2.6.2 By the NGO

The NGO may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- (a) if the Client fails to pay any monies due to the NGO pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the NGO that such payment is overdue; or
- (b) if, as the result of Force Majeure, the NGO is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the NGO:

- (a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) Except in the case of termination pursuant to paragraphs (a) and (d) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. OBLIGATIONS OF THE NGO

3.1 General

The NGO will 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 NGO will 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-consultant or third parties.

3.2 Conflict of Interests

3.2.1 NGO Not to Benefit from Commissions Discounts, etc.

The remuneration of the NGO pursuant to Clause 6 shall constitute the NGO's sole remuneration in connection with this Contract or the Services, and the NGO will 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 NGO will use their best efforts to ensure that the Personnel, any Sub-consultant, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 NGO and Affiliates Not to Be Otherwise Interested in Project

The NGO agree that, during the term of this Contract and after its termination, the NGO 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.

3.2.3 Prohibition of Conflicting Activities

Neither the NGO nor their Sub-consultant nor the Personnel will engage, either directly or indirectly, in any of the following activities:

- (a) During the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) After the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The NGO, their Sub-consultant, 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.

3.4 Insurance to be taken out by the NGO

The NGO (a) shall take out and maintain, and shall cause any Sub-consultant to take out and maintain, at their (or the Sub-consultant's, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 NGO's Actions Requiring Client's Prior Approval

The NGO will 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,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultant"), and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The NGO will submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the NGO to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the NGO in accordance with Clause 3.6 shall become and remain the property of the Client, and the NGO will, 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 NGO may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

4. NGO'S PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the NGO's Key Personnel are described in Appendix C. The Key Personnel and Sub-consultant listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the NGOs, it becomes necessary to replace any of the Key Personnel, the NGO will forthwith provide as a replacement a person of equivalent or better qualifications. In case notice to commence services is given within 120 days of negotiations, reduction in remunerations for the balance period after replacement shall be: (i) @ 5% of the monthly rate for replacement up to 33%; (ii) @ 10% of the monthly rate for replacement more than 33% and up to 50%; and (iii) @ 15% of the monthly rate for replacement more than 50% and up to 66%. In case, replacement beyond 66% is required (in exceptional circumstances, where it becomes absolutely essential) the remunerations of the substitute shall be reduced by 50 % of the original person replaced; the Department may initiate action for termination/debarment of such Consultant for future projects of NHIDCL/ MORTH for a period of 6 months to 24 months depending upon the severity of case.
- (b) 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 NGO will, 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.
- (c) The NGO will have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT**5.1 Assistance and Exemptions**

The Client will use its best efforts to ensure that it will provide the NGO such assistance and exemptions as specified in the SC.

5.2 Changes in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of services rendered by the NGO, then the remuneration and reimbursable expenses otherwise payable to the NGO under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the ceiling amounts referred to in Clause 6.2, as the case may be.

5.3 Services and Facilities

The Client shall make available to the NGO the Services and Facilities listed under Appendix E.

6. PAYMENTS TO THE NGOS**6.1 Lump Sum Remuneration**

The NGO's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultant's costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the NGO in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The price payable in local currency (INR) is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the NGO and according to the payment schedule stated in the SC. All payment shall be made after the conditions listed in the SC for such payment have been met, and the NGO has submitted an invoice to the Client specifying the amount due. 10% of each payment will be deducted from each in-voice (Bill) maximum up to 10% of the Accepted Contract Amount as a security deposit which would be returned back to the NGO after 06 (Six) months of satisfactory completion of the complete assignment.

7. SETTLEMENT OF DISPUTES**7.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

8. Retention Money

An amount equivalent to 5% of the accepted Contract amount shall be retained at the end of the Contract in the form of Performance BG for accuracy of work and **same will be released after 06 months of the successful completion of complete assignment.**

9. Penalty

9.1 Penalty for Error Variation

If error variation in any of the assigned work is more than +/-15%, the penalty equivalent to 5% of contract value shall be imposed. For this purpose, retention money equivalent to 5% of the contracted value will be forfeited.

9.2 Penalty for Delay

In case of delay in completion of services, a penalty equal to 0.05% of the Contract price per day subject to a maximum 5% of the Contract value will be imposed and shall be recovered from payments due/ performance security. However, in case of delay due to reasons beyond the control of the NGOs, suitable extension of time will be granted.

10. Performance Security

10.1 The Bid Security paid by the Consultant shall be returned to the consultant after receipt of Bank Guarantee for Performance Security for an amount equal to **5%** of the total contract value in the format prescribed in Appendix-F, from one of the Nationalized/ Scheduled Banks in India, approved by RBI having a net worth of not less than 500 crore as per the latest Annual Report of the Bank, in favour of the Managing Director, National Highways & Infrastructure Development Corporation Limited payable at New Delhi (the **"Performance Security"**). In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JV. The Performance Security shall be valid for a period of stipulated time of completion plus **200 days**. The Bank Guarantee for Performance Security shall be transmitted online through SFMS gateway to NHIDCL banker i.e. Syndicate Bank, 1, Parliament Street, Transport Bhawan, New Delhi-110001.

- 10.3 It is expressly understood and agreed that the Performance Security is intended to secure the performance of entire contract. The performance security will be discharged by NHIDCL and returned to the Consultancy firms after six months of successful completion of the services.
- 10.5 NHIDCL reserves the right of forfeiture of the Performance Security in addition to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of Contract.
- 10.6 Should the stipulated time for completion of work for whatever reason get extended, the consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of Performance Security furnished by him extended and shall furnish the extended / revised Bank Guarantee to NHIDCL at least one month before the expiry date of the Bank Guarantee originally furnished.

III. SPECIAL CONDITIONS OF CONTRACT

Number of Amendments of, and Supplements to, Clauses in the General
GC Clause *Conditions of Contract

[1.1 (h) The Member in Charge is _____].

1.3 The language is: English

1.4 The addresses are:

Client : NHIDCL,
PTI Building, 3rd Floor
4, Parliament Street,
NEW DELHI-110001

Attention : _____

Facsimile : _____

NGOs : _____

Attention : _____

Facsimile : _____

1.6 The Authorized Representatives are :

For the Client : _____

For the NGO : _____

* Clauses in brackets are optional; all notes should be deleted in final text.

1.7 The NGO, Sub-consultant and their Personnel shall pay all taxes inclusive of duties, fees, levies and other impositions excluding Goods and Service Tax levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.1 The date on which this Contract shall come into effect is: the date of signing of the Contract.

- 2.2 The date for commencement of Services is: the date of signing of the Contract.
- 2.3 **The period shall be 18 months** from the date mentioned in 2.2 above.
- 3.2.3 **Note :** It is essential that NGO who advise Clients on the privatization of state-owned enterprises or other assets (or on related problems), be prohibited from “switching sides” upon completion of their assignment and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context. In these situations, the following provision must be added to Clause 3.2.3:
- “For a period of two years after the expiration of this Contract, the NGO will not engage, and shall cause their Personnel as well as their Sub-consultant and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract, nor shall they engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The NGO also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities”.
- 3.4 **The risks and the coverage shall be:**
- (1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the NGO or their Personnel or any Sub-consultant or their Personnel, for the period of Consultancy;
 - (2) Third Party liability insurance, with a minimum coverage for one percent of the contract amount for the period of Consultancy;
 - (3) Client’s liability and workers' compensation insurance in respect of the Personnel of the NGO is 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;
 - (4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and
 - (5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the NGO's property used in the performance of the Services, and (iii) any documents prepared by the NGO in the performance of the Services.
- 3.5 (c) Participation in similar services in the client organisation.
- 3.7 The NGO will not use these documents for purposes unrelated to this Contract without prior written approval of the Client.

5.1 Nil.

6.2 The amount in local currency is

6.4 The accounts are:
for local currency:

Payments shall be made according to the following schedule:

Payment Milestones

Sr. no.	Indicative Payment Milestone	Indicative Payment (% of contract Value)
1	On submission of the inception Report complete in all respects	10%
2	On completion of the identification, verification of PAPs and initial consultation sessions, and submission of updated data on PAPs (Identification and Verification report) and review of the same by the NHIDCL.	14%
3	On submission and approval of first 30% of the Micro Plans of PAPs	8%
4	On submission and approval of second 30% of the Micro Plans of PAPs	9%
5	On submission and approval of final 40% of the Micro Plans of PAPs	9%
6	On completion of the rehabilitation process and implementation of Livelihood and Income Restoration Program	16%
7	On submission of the Final Completion Report	14%
8	On approval of the Final Completion Report	20%
Total		100%

Note: 70% of the eligible payment for each milestone shall be payable on achievement of that milestone for Phase 1 (NH-54) and 30% shall be payable on achievement of that milestone for Phase 2.

7.2 Dispute Settlement

- 7.2 (i) Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with following provisions:
- 7.2 (ii) Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:
- (a) Where the Parties agree that the dispute concerns a technical matter, they 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 Director (A&F), National Highway & Infrastructure Development Corporation Ltd., New Delhi for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the 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, Director (A&F), National Highways & Infrastructure Development Corporation Ltd., New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
 - (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the NGO shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the later of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
 - (c) If, in a dispute subject to Clause 7.2 (ii) (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.2(iii) Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India.

7.2(iv) Substitute Arbitrators

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.

7.2(v) Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2 (ii) hereof shall be recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2(vi) Miscellaneous

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in NEW DELHI.
- (b) The English language shall be the official language for all purposes.
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) 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.

IV. APPENDICES

Appendix A

Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

----- Given in the TOR -----

Appendix B

Reporting Requirements

[List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies, etc. If no reports are to be submitted, state here “Not Applicable”.]

--Five (05) copies of each report are to be submitted.

Detail of submission of Report and the time line shall be as per Clause 5 of Section-5, TOR

All other reports/ documents as required and mentioned in TOR shall be submitted by NGO.

Appendix C

Key Personnel and Sub-consultants

(Refer Clause 4.1 of the Contract)

List under:

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications and experience of Personnel to be assigned to work in India, and staff-months for each.
- C-2 List of approved Sub-consultant [if already available]; same information with respect to their Personnel as in C-1
- C-3 Same information as C-1 for local Key Personnel.

Appendix D

Breakdown of Contract Price in Local Currency

List here the elements of cost used to arrive at the breakdown of the lump sum price - local currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures.

This appendix will inclusively be used for determining remuneration for additional services.

Appendix E

Services and Facilities Provided by the Client

- Nil -

Appendix F

Format for Bank Guarantee for Performance Security

To,
Managing Director,
National Highways and Infrastructure Development Corporation Ltd.
PTI Building, 3rd Floor, 4, Parliament Street
New Delhi - 110001

(Kind Attention: Shri W. Blah, Executive Director)

In consideration of "National Highway and Infrastructure Development Corporation Ltd. " (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....having its office at (Hereinafter referred to as the "NGO" which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement no. / Letter of Acceptance No. dated and the same having been unequivocally accepted by the NGO, resulting in a Contract valued at Rs...../- (Rupees.....) inclusive of all taxes excluding Goods & Service Tax for "***Contract for Consultancy/ NGO's Services to assist in implementation of Resettlement Action Plan for Improvement and widening to two lane with paved shoulder of road from Km 21.100 to Km 101.30 (Total length: 80.20 km) i.e. Kailashahar - Khowai section of NH-208 in the state of Tripura, with Japan International Cooperation Agency (JICA) loan assistance***" under - Contract Package No. (Hereinafter called the "Contract"), and the NGO having agreed to furnish a Bank Guarantee to the Client as "Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs...../- (Rupees.....).

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

shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the NGO. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the NGO and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the NGO any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

Notwithstanding anything contained herein,

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

This guarantee shall also be operable at our_____, New Delhi office, 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 there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

The liability of bank under this Guarantee shall not be affected by any change in the constitution of the consultant or of the Bank.

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)

NOTE for Issuing Bank (Not to be included in the BG):-

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

(ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

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

(iv) The Bank Guarantee shall be transmitted through SFMS gateway to our banker with following details:

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	SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank transport Bhawan, 1st Parliament Street, New Delhi-110001

(v) The confirmation with supporting details if any shall be specifically mentioned in the covering letter issued with the Bank Guarantee.

APPENDIX - G Bid Securing Declaration

I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, [Name of the bidder], either sole or in JV, shall not be withdrawn or modified during the period of validity i.e. not less than 180 (one hundred eighty) days from the bid due date.

I, on behalf of the bidder, [Name of the bidder], also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in clause 7 of the Request for Proposal (RFP), then [Name of the bidder] will be suspended for participation in the tendering process for the works of NHIDCL and works under other Centrally Sponsored Schemes, for a period of one year from the bid due date of this work.

(Signature of the Authorised Signatory)

(Official-Seal)