



(Ministry of Road Transport & Highways)
Government of India

Letter of Intent (LOI)

For

“Consultancy Services for Preparation of Detailed Project Report (DPR) for Development of self sustainable Bus Port at Pune in the State of Maharashtra”

AUGUST, 2021

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

**PTI BUILDING, 3RD FLOOR, 4, PARLIAMENT STREET,
NEW DELHI-110001**

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

NHIDCL/BusPort/Pune/2018-19

Dated: 02.08.2021

NOTICE INVITING TENDER (NIT)

1. NHIDCL has been assigned the work of Development of Self Sustainable Bus Ports by Ministry of Road Transport and Highways, Government of India *at various States/UTs throughout the country.*

The financial proposals are hereby invited from empanelled Consultants for “Consultancy Services for Preparation of Detailed Project Report (DPR) for Development of self sustainable Bus Port at Pune in the State of Maharashtra”. The Letter of Invitation (LOI) is available online on e-tender portal of NIC <https://eprocure.gov.in>. The document can also be downloaded from NHIDCL website www.nhidcl.com.

2. Bid must be submitted online at e-tender portal i.e. <https://eprocure.gov.in> on or before 23.08.2021 (1100 Hrs).
3. The following schedule is to be followed for this assignment:

Sr.No	Particulars	Date
i	Bid Document Download/ Start Date	02.08.2021
ii	Clarification / Pre bid queries Start Date	02.08.2021
iii	Clarification /Pre bid queries End Date	09.08.2021
iv	Pre bid meeting	09.08.2021 (1500 Hrs)
v	Bid submission start date	17.08.2021
vi	Bid submission End date (online & physical copy)	23.08.2021 (1100 Hrs)
vii	Opening date of Financial Bid	24.08.2021 (1130 Hrs)

Yours sincerely,

(Pankaj Grover)
General Manager (Technical)
Infrastructure
NHIDCL, 2nd Floor, PTI Building
4, Parliament Street, New Delhi-110001
Ph. 011-23461647
Email: gm.infra@nhidcl.com, ed1@nhidcl.com

Letter of Invitation (LOI)

NHIDCL/BusPort/Pune/2018-19

Dated: 02.08.2021

Dear Sir,

Sub: "Consultancy Services for Preparation of Detailed Project Report (DPR) for Development of self sustainable Bus Port at Pune in the State of Maharashtra".

1 INTRODUCTION

1.1 NHIDCL invites proposal from Empanelled DPR consultants for carrying out detailed project report as per details given in Data Sheet and **Annexure-I**.

1.2 A brief description of the assignment and its objectives are given in Annexure-I.

1.3 The NHIDCL invites Financial Proposals only (the "Proposals") *through e-tender* (on-line bid submission) for selection of DPR Consultant (the "Consultant") from the following empanelled consultancy firms, who are approved with NHIDCL Services for the Development of Self-Sustainable Bus Port at various States/UTs throughout the country:

- (i) M/s Delhi Integrated Multi Modal Transit System Limited.
- (ii) M/s Jones Lang Lasalle Property Consultants (India) Pvt. Limited.
- (iii) M/s LEA Associates South Asia Pvt. Ltd.
- (iv) M/s RITES Limited in JV with M/s UMTC Limited.
- (v) M/s TATA Consulting Engineers Limited.

1.3.1 The work shall be awarded to the Consultant based on the least cost for the subject work i.e. L1 cost. The empanelled consultancy firms are hereby invited to submit proposals in the manner prescribed in the LOI.

1.4 To obtain first hand information on the assignment and on the local conditions, the consultants are encouraged to pay a visit to NHIDCL and the project site before submitting a proposal. They must fully inform & acquaint themselves of local and site conditions and take them into account in preparing the proposal.

1.5 The consultancy services will be awarded to the L1 bidder based on the lowest cost. **However, Authority reserves its rights to award the work to L2 bidder on L1 cost if need arises.**

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

1.7 The proposals must be properly signed as detailed below:

- i. by the proprietor in case of a proprietary firm.
- ii. by the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly Notarized shall accompany the Proposal).
- iii. by a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly Notarized shall accompany the proposal).

1.8 Bid Security

1.8.1 The Bidder has to sign a Bid securing declaration accepting that if the bidder withdraw or modify its bid during the period of validity from the bid due date or if the bidder is awarded the contract and fail to sign the contract or to submit a performance security before the deadline defined in the request of the bid documents, the bidder will be debarred for participation in the tendering process for the works of NHIDCL and works under other Centrally Sponsored Scheme, for a period of one year from the bid due date of this work. The bid securing declaration shall be submitted as per the format at Appendix-I (Format for Bid Securing Declaration). The hard copy of the Bid Securing Declaration shall be submitted to the NHIDCL before bid due date.

1.8.2 Any BID not accompanied by the BID securing declaration shall be summarily rejected by the Authority as non-responsive.

1.8.3 Deleted.

1.8.4 The Authority shall be entitled to debar the Bidder from participating in the future projects of NHIDCL, for a period of one year, inter alia in any of the events specified in Clause 2.20.5 herein below. The Bidder, by submitting its BID pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its BID or for any other default by the Bidder during the period of BID validity as specified in this RFP. No relaxation of any kind for BID Securing Declaration shall be given to any Bidder.

1.8.5 The Bidder may be debarred for a period of one year from participating in the future projects of NHIDCL, for causing loss of time and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority under the bidding documents and / or under the Agreement, or otherwise, under the following conditions:

- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice etc.;
- (c) If a Bidder withdraws its BID during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- (d) In the case of Selected Bidder, if it fails within the specified/extended time limit by Authority -

- (i) to sign and return the duplicate copy of LOA;

(ii) to furnish the Performance Security /Additional Performance Security (if any) as per Clause 2.21; or

(iii) to sign the Agreement;.

- 1.9 Document fee:** A Bidder is required to submit, along with its BID, the cost of BID/LOI document of Rs. 5,900/- (Incl. of 18% GST) through RTGS/NEFT/other online mode to the NHIDCL's account, as given below:

Sr. No.	Particulars	Details
1.	Name of Beneficiary	MD-NHIDCL
2.	Beneficiary Bank Account No.	90621010002610
3.	Beneficiary Bank Branch Name and Address	Canara Bank (erstwhile Syndicate Bank), Transport Bhawan, 1st Parliament Street, New Delhi 110001
4.	Beneficiary Bank Branch IFSC	CNRB0019062

A copy of payment receipt (RTGS/NEFT/Other online mode) must be submitted along with bid.

2 DOCUMENTS

- 2.1 To enable you to prepare a proposal, please find and use the attached documents listed in the Data Sheet.
- 2.2 Consultants requiring a clarification of the documents must notify the Client, in writing, till one day before pre-bid end date. Any request for clarification in writing or by e-mail must be sent to the Client's address indicated in the Data Sheet. The Client will upload replies to pre-bid queries on its website.
- 2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the Documents by amendment or corrigendum. The amendment will be uploaded on NHIDCL website. The Client may at its discretion extend the deadline for the submission of proposals and the same shall also be uploaded on NHIDCL website.

3 PREPARATION OF PROPOSAL

3.1 Deleted.

3.2 Financial Proposal

- 3.2.1 The Financial proposal should be submitted on lump sum cost basis assessed by the consultant to be associated with the assignment. These shall cover Survey, Investigation Feasibility Study, Preparation of Detailed Project Report, including support staff and transportation etc. Your financial proposal should be prepared strictly using, the formats attached in Appendix II. Your financial proposal should clearly indicate the

amount asked for by you without any assumptions of conditions attached to such amounts. Conditional offer or the proposal not furnished in the format attached in Appendix-II (BoQ) shall be considered non-responsive and is liable to be rejected. Financial bid should only be submitted online only.

3.2.2 The financial proposal shall take into account all types of the tax liabilities and cost of insurance specified in the Appendix-III excluding GST. Goods & Services Tax (GST) will be payable separately over and above the financial proposal as per actual.

3.2.3 Costs shall be expressed in Indian Rupees in case of domestic as well as for foreign Consultant. The payments shall be made in Indian Rupees by the National Highways & Infrastructure Development Corporation Ltd.

4 SUBMISSION OF PROPOSALS

4.1 The financial proposal must be submitted online before the bid due date and time.

5 PROPOSAL EVALUATION

5.1 Most Preferred Bidder (L-1)

For subject work, a Consultant with the lowest financial quote shall be declared as the **most preferred bidder (L-1)**. However Authority reserves it rights to award the work to L2 bidder on L1 cost if need arises, accordingly most preferred bidder shall be declared.

6 Performance Security

6.1 The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee equivalent to **5% of the total contract value** from **Public Sector Banks or Scheduled Private Banks** having the **Net Worth of Rs 1,000/- crores** or more as per the latest annual report of the bank, in favour of the Authority. The list of such banks is mentioned as below. The Authority reserves the right to add or remove any of names bank on which BG shall be accepted based on advisories from the Govt./RBI. The BGs issued by 'Foreign Banks' and Banks not mentioned in the

List of Public Sector Banks and Scheduled Private Sector Banks

List of Scheduled Public Sector Banks	List of Private Sector Banks
1. Bank of Baroda	1. Axis Bank Ltd.
2. Bank of India	2. Bandhan Bank Ltd.
3. Bank of Maharashtra	3. CSB Bank Ltd.
4. Canara Bank	4. City Union Bank Ltd.
5. Central Bank of India	5. DCB Bank Ltd.
6. Indian Bank	6. Federal Bank Ltd.
7. Indian Overseas Bank	7. HDFC Bank Ltd.
8. Punjab National Bank	8. ICICI Bank Ltd.
9. Punjab & Sind Bank	9. Indusind Bank Ltd.
10. State Bank of India	10. IDFC First Bank Ltd.
11. UCO Bank	11. Jammu & Kashmir Bank Ltd.
12. Union Bank of India	12. Karnataka Bank Ltd.
	13. Karur Vysya Bank Ltd.
	14. Kotak Mahindra Bank Ltd.
	15. Lakshmi Vilas Bank Ltd.
	16. RBL Bank Ltd.
	17. South Indian Bank Ltd.
	18. Tamilnadu Mercantile Bank Ltd.
	19. YES Bank Ltd.
	20. IDBI Bank Ltd.

given list shall not be accepted. In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JVs for an amount equivalent to 5% of the total contract value towards Performance Security valid for a period of One year beyond the date of completion of services, or end of civil works contract, whichever earlier. **The Bank Guarantee will be released by NHIDCL upon expiry of 1 year beyond the date of completion of services, or end of civil works contract, whichever earlier, provided rectification of errors if any, found during implementation of the contract for civil work and satisfactory report by NHIDCL in this regard is issued. However, if contract is foreclosed / terminated by NHIDCL at Inception Stage, with no fault of Consultant, Performance Security shall be released within three months from date of foreclosure / termination.**

6.2 Deleted.

6.3 In the event the Consultant fails to provide the security within 15 days of date of LOA, it may seek extension of time for a period of 15 (Fifteen) days on payment of damages for such extended period in a sum of calculated at the rate of 0.05% (Zero Point Zero Five Percent) of the Bid price for each day until the performance security is provided. For the avoidance of doubt the agreement shall be deemed to be terminated on expiry of additional 15 days time period.

6.4 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Consultant to provide the Performance Security in accordance with the provisions of Clause 6.1 and 6.2 within the time specified therein or such extended period as may be provided by the Authority, in accordance with the provisions of Clause 6.3, all rights, privileges, claims and entitlements of the Consultant under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Consultant and the LoA shall be deemed to have been withdrawn by mutual agreement of the Parties. Authority may take action to debar such firms for future projects for a period of 1-2 year.

7 Penalty

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

8 Award of Contract

The Client shall issue letter of award to selected Consultant and ask the Consultant to provide Performance Security as in Para 6 above. If the selected Consultant fail to provide performance security within the prescribed time or the Consultant fail to sign the Contract Agreement within prescribed time the Client may invite the 2nd Lowest bidder Consultant i.e L-2 and follow the procedure outlined in Para 5.1 and of this Letter of Invitation.

9 Signing of Contract Agreement

After having received the performance security and verified/accepted it, the Client shall invite the selected bidder for signing of Contract Agreement on a date and time convenient to both parties within 10 days of receipt of valid Performance Security. The General Conditions of Contract, Special Conditions of Contract and Integrity Pact enclosed as Appendix - IV, V and VI respectively will form the integral part of the Contract Agreement.

10 Confirmation

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

Thanking you

Encl.: As above.

(Pankaj Grover)
General Manager (T)
Infrastructure, NHIDCL
2nd Floor, PTI Building, 4-Parliament Street
New Delhi-110001
Tel: 011-23461647
E-mail: gm.infra@nhidcl.com, ed1@nhidcl.com
Website: www.nhidcl.com

Annexure - I

Details of the assignment proposed for DPR preparation:

Consultancy Services for Preparation of Detailed Project Report (DPR) for Development of self sustainable Bus Port at Pune in the State of Maharashtra.

Sr. No.	State/UT	City	Location	Nodal Agency nominated for project	Owner of Land	Area
1	Maharashtra	Pune	Survey No.67-A, Shewalwadi, Pune-Solapur Road, Mouza Manjari, Taluka Haveli, Pune District, Maharashtra - 412307	Pune Mahanagar Parivahan Mahamandal Ltd. (PMPML)	Pune Municipal Corporation	35,300 sqm or 8.72 acres

DATA SHEET

(References to corresponding paragraphs of LOI are mentioned alongside)

1. The Name of the Assignment and description of project:

“Consultancy Services for Preparation of Detailed Project Report (DPR) for Development of self sustainable Bus Port at Pune in the State of Maharashtra”

(Ref. Para 1.1)

2. The Name of the Client is:

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

3. Pre-Proposal Queries

Any request for clarification in writing or by e-mail must be sent to the Client’s address mentioned in point 8 of Data Sheet. The Client will upload replies to pre-bid queries on its website.

(Ref. Para 2.2)

4. The Documents are:

- i. Appendix-I: Terms of Reference (TOR)
- ii. Appendix-II: Formats for Financial Proposal.
- iii. Appendix-III: Draft Contract Agreement

(Ref. Para 2.1)

5. The common currency is “Indian Rupee”.

(Ref. Para 3.2.3)

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

6. The Address for Proposal Submission is:

General Manager (T),
Infrastructure,
National Highway & Infrastructure Development Corporation Ltd.
PTI Building, 2nd Floor, 4, Parliament Street,
New Delhi-110001 Ph. 011-23461647
Email: gm.infra@nhidcl.com; ed1@nhidcl.com

(Ref. Para 4.2)

7. The date, time and Address of proposal submission are :

Date	23.08.2021
Time	1100 Hrs
Address	National Highways & Infrastructure Development Corporation Ltd. PTI Building, 2nd Floor, 4, Parliament Street, New Delhi-110001

(Ref. Para 4.1)

8. Proposal Validity Period (Number of days): 120 days

(Ref. Para 4.1)

9. Evaluation of Financial proposal

(Ref. Para 5.2)

For subject work, a Consultant with the lowest financial quote for each location shall be declared as the **most preferred bidder (L-1)**. However Authority reserves it rights to award the work to L2 bidder on L1 cost if need arises, accordingly most preferred bidder shall be declared.

10. Performance Security: 5% of the Contract Price

(Ref. Para 6)

11. Commencement of Assignment: The Consultants shall commence the Services of DPR preparation within Fifteen days of the date of effectiveness of the contract.

APPENDIX - I

TERMS OF REFERENCE (TOR)

Terms of Reference for Consultancy Services (TOR)

1. General

- 1.1 The National Highways & Infrastructure Development Corporation Ltd. has been assigned the work of preparation Detailed Project Report for development of Self-Sustainable bus ports at various locations throughout the country.
- 1.2 NHIDCL will be the employer and executing agency for the consultancy services and the standards of output required from the appointed consultants are of international level both in terms of quality and adherence to the agreed time schedule.
- 1.3 The complete work/ assignment is divided into following two parts:
 - (i) Preparation of Detailed Project report (DPR).
 - (ii) Preparation of Bid Documents and assist NHIDCL in entire bidding process up to successfully awarding of the contract.
- 1.4 All the above mentioned works have to be carried out in sequential manner.
- 1.5 Depending upon the viability and other administrative reasons, authority may or may not continue with the preparation of Detailed Project report for development of Bus port at Pune.
- 1.6 The L1 bidder shall be awarded the work of Consultancy services for preparation of DPR for development of self sustainable Bus Port at Pune in the State of Maharashtra.

2. Objective

- 2.1 The main objective of the consultancy service is to establish the technical, economical, and financial viability of the project and prepare Detailed Project Reports for self-sustainable bus port at given location for which pre-feasibility Report is attached with TOR as Enclosure-IV.
- 2.2 The consultant should ensure Detailed Project preparation incorporating aspects of value engineering, self-sustainable, quality audit and safety audit requirement in design and implementation.
- 2.3 The consultant should, along with Detailed Project Report, clearly bring out through financial analysis and the preferred mode of implementation on which the construction works of the bus ports are to be taken up.

3. Scope of Services

- 3.1 The general scope of services is given in the sections that follow. However, the entire scope of services would, inter-alia, include the items mentioned in the Letter

of Invitation and the TOR. The Consultants shall prepare bid documents for DPR assignment including drawings.

- 3.2 The consultant shall prepare separate documents for PPP, BOT as well as HAM contracts at DPR stage. The studies for financing options like PPP, BOT, Annuity, HAM will be undertaken in DPR stage.
- 3.3 Consultant shall be responsible for sharing the findings from the preparation stages during the bid process. During the bid process for a project, the consultant shall support the authority in responding to all technical queries, and shall ensure participation of senior team members of the consultant during all interaction with potential bidders including pre- bid conference, meetings and site visits etc. In addition, the consultant shall also support preparation of detailed responses to the written queries raised by the bidders.

3.4 SCOPE OF WORK

3.4.1 Preparation of Detailed Project Report

The tasks to be accomplished by the consultants but not necessarily limited to the following tasks:

- i. Preparing detailed designs, detailed working drawings, estimates, Bill of quantities and bid documents for the justified investment proposal.
- ii. Preparation of Packaging Plan, Implementation Plan, O&M Plan, Phasing Plan, etc.
- iii. To prepare Environmental and Social Reports as per requirements.
- iv. Preparation of Development plan of various possible alternatives along with development of bus terminal for revenue maximization and preparation of revenue model for the project.
- v. Carry out site evaluation analysis based on borehole data, required soil tests, topographic and level surveys.
- vi. Collection of information about present volume of vehicular traffic, pedestrian volume and the additional volume projected for the future.
- vii. To propose three alternative plans for selection, considering merits and demerits of each of them. Also incorporate alternate circulation patterns for buses and pedestrians including lay out facilities like bus bays and other passenger amenities like terminal buildings, passenger shelter, bathrooms, toilets, Drainage facilities, restaurant, shops, telephone booths, internet centre, Cafeteria, waiting halls,

parking area/lot for cycles, motor cycles & cars, lighting, landscaping, security, fire safety, rain water harvesting etc highlighting the need based advantages and their estimated cost.

- a) Provision should be made for merging of buses coming out from Bus Port to main road traffic. Logical arrangement of bus bays and other structures should be taken care of inside the Bus Port in order to avoid congestion, chaos and confusion, through a well-designed circulation plan
- b) Providing safe, comfortable and visible waiting area and information panel which announce or displays the current available services to different location.
- c) Sufficient footpath space to minimize conflict between passing pedestrians and waiting passengers while still ensuring unobstructed access for handicapped people.
- d) Bus ports should have even and well-draining non-slippery flooring and surfaces.
- e) Explore the possibility of revenue generation through advertisement all around the bus port, creating commercial spaces, provision of trolley services, electronic info boards, CCTV etc.
- f) Assessment of areas, built up area requirements for the proposed bus port and allied activities/facilities, based on projected volume of bus traffic.
- g) Need based demand assessment of prospective occupants belonging to the commercial establishments based on the market surveys have to be carried out.
- h) Asses the vehicle shift to be expected to take place from existing Bus stand to new Bus Port.
- i) Suggest ways and means of improving the traffic circulation in and around the proposed bus port. Appropriate entry and exit point to the bus port may be fixed to avoid queuing of vehicles, traffic conflicts and congestion onto adjacent roads. Linkages to the main highways, national highways and bypasses are to be considered.
- j) Study ways to connect the main railway station and airport if any with the bus port.

- k) Study for providing Noise pollution and Air pollution monitoring devices in the bus port.
- viii. Study the various rules, regulations guidelines such as land classification, zoning, setbacks, restrictions, open areas, parking requirements etc and apply the same for the project.
- ix. To prepare a revenue model suggesting ways and means for generating alternative revenues such as pay and use toilets, Advertisements (panels, hoardings and compound wall), parking lots, commercial spaces etc.,
- x. Analyze the social tolerance and economical impact on the people who are to use the bus port. This shall be carried out by conducting a structured questionnaire survey.
- xi. Benchmarking of other similar facilities in India.
- xii. Carryout necessary Environmental and Social Assessment for the sites as per Environmental and Social Management Framework.
- xiii. Identify any litigation issues pertaining to the land identified.
- xiv. Design of complete drainage system and disposal point for storm water.
- xv. All required investigations shall be carried out to design and construct basic infrastructure such as road network, passenger amenities, water supply and sewer arrangements, storm water drains and disposals, development of ground water source including rain water harvesting, electrical distribution network with adequate power supply for various operations of the Bus stand and its allied activities.
- xvi. All the surveys, investigations, etc., has to be done as per relevant IS / IRC /NBC manuals/guidelines as required.
- xvii. Soil Investigation and Tests: Geo technical investigation including boreholes with SPT 'N' values, collection of samples and suitable tests as per relevant I.S. / IRC Standards have to be done by consultants to arrive at design parameters for the formation and safe bearing capacity.
- xviii. Considering all the above features the Detailed Project Report shall be prepared based on the site assessment, technical, financial, environmental and social aspects, consisting of detailed designs, drawings (structural, architectural, working drawings), bid documents, cost estimates, specifications, etc.

- xix. The drawings shall consist of site layouts, engineering drawings, structural drawings, architectural drawings etc., which includes also plan, section, elevation, perspectives, floor plans, etc.
- xx. The layout plan showing the location of all the facilities and amenities in the proposed bus port and detailed architectural drawings including cross section and elevation of all structures of the proposed bus port such as terminal buildings, passenger amenities such as shelters etc., bus bays, bathrooms, toilets and commercial structures like shopping arcade, hotels, travel agencies restaurant, shops, telephone booths, internet centre, Cafeteria, waiting halls, parking area/lots for cycles, motor cycles and cars landscaping etc.
- xxi. Designs and drawings for all Plumbing, Sanitary, electrical, Storm water drain requirements with connection to the city network or safe disposal options, electrical lay out drawings, grading plan, rain water harvesting, etc., complete has to be provided as part of the DPR including the tenderable bid documents.
- xxii. Necessary 2D and 3D drawings, plans, perspectives, etc., shall be prepared and presented for various options, as required. The estimation of civil work quantities/cost for the Bus Port project shall be prepared based on the above drawings and plinth area rates of PWD/CPWD. Cost of the Items not covered under plinth area rate shall be taken on the basis of market analysis.
- xxiii. Develop strategy for phasing of the project optimizing revenue generation without jeopardizing the interest of the users of the facility.
- xxiv. Financial analysis considering the projected cost components, Risk assessment, Implementation Strategy, Recommendations, Project Approach & Way forward.
- xxv. It is also important to include commercial nature for the bus port, which can be a source of income to service the debt and Operation & maintenance cost.
- xxvi. A model maintenance manual to be developed by the Consultant for Bus Port.
- xxvii. Prepare operation and maintenance plan and suggest appropriate organizational structure with financing plan to manage the proposed facilities.
- xxviii. Preparation of a calendar of construction activities/activity schedules, project budget with monthly targets and PERT charts and bid documents as required by NHIDCL.

- xxix. Financial analysis considering the projected cost components, Risk assessment, Implementation Strategy, Recommendations, Project Approach & Way forward.
- xxx. To study, analyze and suggest the feasibility of tapping solar power, Wi-Fi, RO plant and other green initiatives as part of the DPR. **Suitable standards should be used for design of various elements such as provision of drinking water, as per WHO standards, number of toilets as per NBC codes, minimum illumination levels in various areas as per Energy Conservation Building Code, etc.**
- xxxi. Apart from the above, the consultants has to study and provide the Feasibility report for implementation of roof top solar power lighting for own use within the bus port and for necessary integration with the local electricity grid.
- xxxii. Necessary fencing, compound wall shall be proposed with innovative designs, as required.

3.4.3 Deleted.

3.5 The Consultant's responsibility would include:

3.5.1 Data

The details given in the technical conditions and specifications taken in conjunction with the study are only a reasonable preliminary basis. The nature of the overall contract is such that after the proposal, the consultant shall be wholly responsible for all the details of the proposal, the physical and conditions, the execution methodology etc. All data utilized in preparation of the proposal shall be presented indicating the sources of the data and also the basis of assumptions, if any. The consultant shall be responsible for all the data or designs and drawings given by them.

3.5.2 Design and Estimates

Consultant is only responsible for data, design, estimates and other details. NHIDCL shall not be responsible (except as to risks specifically accepted under the conditions of contract) for the validity of the project details and designs and estimates.

3.5.3 Soil Investigation and Tests

Geotechnical investigation including bore holes with SPT 'N' values, collection of samples and suitable tests as per relevant I.S. / IRC Standards have to be done by consultants to arrive at design parameters for the formation and safe bearing capacity.

4 Standards and Codes of Practices

All activities related to field studies, design and documentation shall be done as per the latest codes/guidelines. For aspects not covered by codes/guidelines, international standards practices, may be adopted. The Consultants, upon award of the Contract, may finalize this in consultation with NHIDCL and reflect the same in the detailed project report.

5 Viability and Financing Options

- i. The values of input parameters and the rationale for their selection for the economic and commercial analyses shall be clearly brought out and got approved by NHIDCL.
- ii. For models to be used for the economic and the commercial analyses, the calibration methodology and the basic parameters adapted to the local conditions shall be clearly brought out and got approved by NHIDCL.

5.1 Economic Analysis

- I. The Consultants shall carry out economic analysis for the project. The benefit and cost streams should be worked out for the project.
- II. The economic analysis shall cover but be not limited to be following aspects:
 - i. *quantify all economic benefits, including those from reduced congestion, travel distance, maintenance cost savings and reduced incidence of road accidents; and,*
 - ii. *estimate the Equity Internal Rate Of Return (EIRR) for the project over a 30-year period.*
- III. Equity Internal Rate of Return (EIRR) and Net Present Value (NPV), should be worked out based on these cost-benefit stream. Furthermore, sensitivity of EIRR and NPV worked out forth different scenarios as given under:

<i>Scenario - I</i>	<i>Base Costs and Base Benefits</i>
<i>Scenario - II</i>	<i>Base Costs plus 15% and Base Benefits</i>
<i>Scenario - III</i>	<i>Base Costs and Base Benefits minus 15%</i>
<i>Scenario - IV</i>	<i>Base Costs plus 15% and Base Benefits minus 15%</i>

The sensitivity scenarios given above are only indicative. The Consultants shall select the sensitivity scenarios taking into account possible construction delays, construction costs overrun, traffic volume, revenue shortfalls, operating costs, exchange rate variations, convertibility of foreign exchange, interest rate volatility, non-compliance or default by contractors, political risks and force majeure.

- IV. The economic analysis shall take into account all on-going and future Public transport infrastructure projects and future development plans in the project area.

5.2 Financial Analysis

- I. It is envisaged that the project should be implemented on PPP/ BOT/HAM basis, therefore, the Consultant shall study the financial viability of the project under a commercial format and under different user fee scenarios and funding options. The Consultants shall submit and finalize in consultation with the NHIDCL officers the format for the analysis and the primary parameters and scenarios that should be taken into account while carrying out the commercial analysis. The financial model so developed shall be the property of NHIDCL.
- II. The Financial analysis for the project should cover financial internal rate of return, projected income statements, balance sheets and fund flow statements and should bring out all relevant assumptions. The sensitivity analysis should be carried out for a number of probabilistic scenarios.
- III. The financial analysis should cover identification, assessment, and mitigating measures for all risks associated with the project. The analysis shall cover, but be not limited to, risks related to construction delays, construction costs overrun, traffic volume, revenue shortfalls, operating costs, exchange rate variations, convertibility of foreign exchange, interest rate volatility, non-compliance or default by contractors, political risks and force majeure.
- IV. The consultant shall suggest positive ways of enhancing the project Viability and furnish different financial models for implementing on BOT/HAM format.

6. Time period for the service

Time period envisaged for preparation of DPR of Bus Port at Pune in the State of Maharashtra for preparation of Detailed Project Report and Bid documents: 3 Months from the date of commencement of services. (Alternate conceptual Plan Report to be submitted within 45 days from the date of issuance of written instructions).

7. Project Team and Project Office of the Consultant

- (a) The Consultants shall be required to form a multi-disciplinary team for this assignment. The consultant's team shall be manned by adequate number of experts with relevant experience in the execution of similar detailed design assignments.
- (b) List of suggested key personnel to be fielded by the consultant is given in

Enclosure I during the process of empanelment as per client's assessment.

- (c) The Consultants shall establish an office at Pune manned by senior personnel during the course of consultancy services for coordination with NHIDCL.

8. Reports to be submitted by the Consultant to NHIDCL

8.1 All reports, documents and drawings are to be submitted separately for the Bus Port project.

8.2 Project preparation activities will be split into four phases as brought out below.

Phase 1a: Alternate conceptual Plan Report

Phase 1b: Detailed Project Report (DPR)

Phase 3 : Preparation of Bid Documents

8.3 Consultant shall be required to complete, to the satisfaction of the client, all the different Phases of study within the time frame indicated in the schedule of submission in 'Enclosure-I' pertaining to Reports and Documents for becoming eligible for payment for any part of the next Phase.

8.4 The Consultant shall submit to the client the reports and documents after completion of each Phase of work as per the schedule and in the number of copies as given in 'Enclosure-I'. Further, the reports shall also be submitted in soft copies in addition to the hardcopies. Consultant shall submit all other reports mentioned specifically in the preceding paras of the TOR.

8.5 Consultant is advised to go through the entire terms of reference carefully and plan his work method in such a manner that various activities followed by respective. Consultant is, therefore, advised to deploy sufficient number of supporting personnel, both technical and administrative, to undertake the project preparation activities.

9. Interaction with NHIDCL

9.1 During entire period of services, the Consultant shall interact continuously with NHIDCL or its appointed engineer and provide any clarification as regards methods being followed and carry out modification as suggested by NHIDCL. A programme of various activities shall be provided to NHIDCL and prior intimation shall be given to NHIDCL regarding start of key activities such as site visits, boring, survey etc. so that inspections of NHIDCL officials could be arranged in time.

9.2 The NHIDCL officers and other Government officers may visit the site at any time, individually or collectively to acquaint/ supervise the field investigation

and survey works. NHIDCL may also appoint a Proof Consultant to supervise the work of the DPR consultant including inter-alia field investigation, survey work, Design work and preconstruction activities.

9.3 The consultant shall be required to send 3 copies of concise monthly Progress Report by the 5th day of the following month to the designated officer at his Head Quarter so that progress could be monitored by the NHIDCL.

9.4 All equipment, software and books etc. required for satisfactory services for this project shall be obtained by the Consultant at their own cost and shall be their property.

10 Payment Schedule

The Consultant will be paid consultancy fee as detailed in the GCC/SCC.

11 Data and Software

The consultant must submit all basic as well as the processed data from all field studies and investigations, report, appendices, annexure, documents and drawings to NHIDCL at the time of the submission of the Final Report.

Enclosure-I

SCHEDULE OF SUBMISSION OF REPORTS AND DOCUMENTS

S.No	Item	No. of hard copies	Time Period in days
1	Comments on Pre-feasibility Report	4	15 days from the issuance of written instructions
2	Submission of Alternative Conceptual Plan Report	4	45 days from the issuance of written instructions
3	Submission of Draft DPR	5	60 days from the issuance of written instructions
4	Submission of Final DPR	5	30 days after submission of Draft DPR incorporating compliance of comments of Client
5	Submission of Draft Bid Documents	5	30 days after submission of Final DPR
6	Submission of Final Bid Documents	5	15 days after submission of Draft Bid Documents incorporating compliance of comments of Client

Enclosure-II

(Pre Feasibility Report of development of Bus Port at Pune in the State of Maharashtra)

(The Pre-feasibility report is uploaded separately on the CPP portal/ NHIDCL website)

APPENDIX-I

Form-B1

Letter of Proposal (On Applicant's letter head)

(Date and Reference)

To

Sub: "Consultancy Services for Preparation of Detailed Project Report (DPR) for Development of self sustainable Bus Port at Pune in the State of Maharashtra".

Dear Sir,

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

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.

7. I/We declare that we/any member of the consortium, are/is not a Member of any other Consortium applying for Selection as a Consultant.
8. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any NHIDCL or any of the Government agencies or convicted by a Court of Law for any offence committed by us or by any of our Associates.
10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
12. The Bid Security of Rs. 2,00,000/- (Rupees Two Lakh only) in the acceptable form is attached, in accordance with the RFP document.
13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
14. I/We agree to keep this valid for 120 (One hundred and twenty) days from the Proposal Due Date specified in the RFP.
15. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
16. In the event of my/our firm/JV being selected as the Consultant, I/we agree to enter into any Agreement in accordance with the form Appendix V of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
17. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement,

we shall have no claim, right or title arising out of and documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

18. The Financial Proposal is being submitted online only. This proof of Eligibility with Financial Proposal shall constitute the application which shall be binding on us.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

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

Appendix-II

FORMATS FOR FINANCIAL PROPOSAL

Validate		Print		Help				
Tender Inviting Authority: NHIDCL								
Name of work: "Consultancy Services for Preparation of Detailed Project Report (DPR) for Development of self sustainable Bus Port at Pune in the State of Maharashtra."								
BOQ Contract No: NHIDCL/BusPort/Pune/2018-19								
Bidder Name :								
PRICE SCHEDULE								
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
NUMBER #	TEXT #	NUMBER#	TEXT #	TEXT #	NUMBER #	NUMBER #	TEXT #	
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE In Figures To be entered by the Bidder (excluding GST) Rs.	TOTAL AMOUNT (excluding GST)	TOTAL AMOUNT In Words (excluding GST)	
1	2	4	5	12	13	54	55	
1	Key Professionals						INR Zero Only	
1.01	Team Leader cum Sr. Construction Engineer	3	Months	INR		0.00	INR Zero Only	
1.02	Sr. Electrical Engineer	3	Months	INR		0.00	INR Zero Only	
1.03	Sr. Engineer (Material & Quantity)	3	Months	INR		0.00	INR Zero Only	
2	Sub Key Professionals							
2.01	Architect	3	Months	INR		0.00	INR Zero Only	
2.02	Field Engineer (Civil)	3	Months	INR		0.00	INR Zero Only	
2.03	Field Engineer (Electrical)	3	Months	INR		0.00	INR Zero Only	
2.04	CAD cum Computer operator	3	Months	INR		0.00	INR Zero Only	
3	Other Misc. Expenses (Survey, Investigation, Feasibility Study, Preparation of Detailed Project Report, transportation etc.)	1	LS	INR		0.00	INR Zero Only	
Total in Figures						0.00	INR Zero Only	
Quoted Rate in Words		INR Zero Only						

Appendix-III

DRAFT CONTRACT AGREEMENT

Between

**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.
PTI BUILDING, 3RD FLOOR, 4, PARLIAMENT STREET,
NEW DELHI-110001**

and

**M/sin JV with M/s..... and in Association with
M/s.....**

For

“Consultancy services for Consultancy Services for Preparation of Detailed Project Report (DPR) for Development of self sustainable Bus Port at Pune in the State of Maharashtra.

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III. SPECIAL CONDITIONS OF CONTRACT

IV. APPENDICES

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements

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

Appendix C: Hours of work for Consultants' Personnel Appendix D: Duties of the Client

Appendix E: Cost Estimate

Appendix F: Minutes of Financial/ Contract Negotiations with the Consultant

Appendix G: Copy of letter of invitation

Appendix H: Copy of letter of acceptance

Appendix I (1): Format for Bank Guarantee for Performance Security for individual work Appendix I (2): Format for Bank Guarantee for Performance Security for a number of works

Appendix J : Minutes of the Pre-bid meeting

DRAFT CONTRACT FOR CONSULTANT'S SERVICES

INDIA

CONTRACT FOR CONSULTANTS' SERVICES

“Consultancy Services for Preparation of Detailed Project Report (DPR) for Development of self sustainable Bus Port at Pune in the State of Maharashtra”.

This CONTRACT (hereinafter called the “Contract”) is made on the ----- day of the month of -----2021, between, on the one hand, NHIDCL (hereinafter called the “Client”) and,

on the other hand, M/s ----- in JV with ----- and in Association with ----- (herein after called the “Consultants”).

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements

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

Appendix C: Hours of work for Consultants’ Personnel

Appendix D: Duties of the Client

Appendix E: Cost Estimate

Appendix F: Minutes of Financial/ Contract Negotiations with the Consultant

Appendix G: Copy of letter of invitation

- Appendix H: Copy of letter of acceptance
Appendix I: Copy of Bank Guarantee for Performance Security
Appendix-J: Minutes of the pre-bid meeting

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF
NHIDCL

By
Authorized Representative

Witness

1. Signature
Name
Address

2. Signature
Name
Address

FOR AND ON BEHALF OF
(Consultant)

By
Authorized Representative

Witness

1. Signature
Name
Address

2. Signature
Name
Address

Appendex-IV

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 are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) “foreign currency” means any currency other than the currency of the Government;
- (d) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of India;
- (g) “local currency” means the currency of the Government;
- (h) “Member”, in case the Consultants consist of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all of these entities;
- (i) “Personnel” means persons hired by the Consultants or by anySub consultant as employees and assigned to the performance of the Services or any part thereof; “foreign Personnel” means such persons who at the time of being so hired had their domicile outside India; and “local Personnel” means such persons who at the time of being so hired had their domicile inside India;
- (j) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;

- (k) “Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
- (l) “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (m) “Sub consultant” means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (n) “Third Party” means any person or entity other than the Government, the Client, the Consultants or a Sub consultant.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Governing Law and Jurisdiction

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

1.4 Language

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

1.5 Table of Contents and Headings

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

1.6 Notices

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

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

1.7 Location

The Services shall be performed at location specified in 'Annexure-I' in UT of Jammu and Kashmir.

1.8 Authority of Member in Charge

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

1.9 Authorized Representatives

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

1.10 Taxes and Duties

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within 2 months after the date of the Contract signed by the Parties, either Party may, by not less than two (2) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

The Consultants shall begin carrying out the Services for Bus Port project with immediate effect of issuance of such instructions/orders from NHIDCL.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made.

2.5 Entire Agreement

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

2.6 Modification

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

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

- (a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 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.

2.7.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.9.1, terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations are under, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Consultants

The Consultants may, by not less than thirty (30) day's written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.9.2, terminate this Contract:

- (a) if the Client fails to pay any money due to the Consultants pursuant to this contract and not subject to dispute pursuant to Clause 8 hereof within forty-five(45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

- (c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination.
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) except in the case of termination pursuant to paragraphs (a) through (d) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub consultants or Third Parties.

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

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

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates not to be otherwise interested in Project

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

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub consultants nor the Personnel of either of them shall 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 Consultants, their Sub consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information related to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultants

Subject to provisions given below, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

- (a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:
 - (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made

to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

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

3.5 Insurance to be taken out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, given below, and (ii) 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 therefore have been paid.

The risks and the coverage shall be as follows:

- (a) Third Party liability insurance with a minimum coverage, for Rs. 1.00 million for the period of consultancy.
- (b) (i) The Consultant shall provide to NHIDCL Professional Liability Insurance (PLI) upto a period of three years beyond completion of Consultancy services or as per Applicable Law, whichever is higher.
- (ii) The Consultant will maintain at its expense PLI including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, (A) For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, (C) For the amount of Rs 5.00 crore, whichever of (A) or (B) or (C) is higher.
- (iii) The policy should be issued only from an Insurance Company operating in India.
- (iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy" (AOP) and in no case should be for an amount less than stated in the contract.
- (v) If the Consultant enters into an agreement with NHIDCL in a joint venture or 'in association', the policy must be procured and provided to NHIDCL by the joint venture/in association entity and not by the individual partners of the joint venture/ association.

- (vi) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of NHIDCL. The insurance company may provide an undertaking in this regard.
- (c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of Contract Agreement.

3.6 Accounting, Inspection and Auditing

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

3.7 Consultants' Actions requiring Client's prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) appointing /replacement of members of the Personnel as are listed in Appendix B;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

3.8 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in **Appendix A/E** here to, in the form, numbers and within the time periods set forth in the said Appendix.

3.9 Documents prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. The consultants shall not use these documents for purposes unrelated to this contract without the prior written approval of the client.

3.10 Equipment and Materials furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them in an amount equal to their full replacement value.

4. CONSULTANTS' PERSONNEL

4.1 General

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

4.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in carrying out of the Services of each of the Consultants' Key Professional / Sub Professional Personnel as described at the time of empanelment.
- (b) If additional work is required beyond the scope of the Services specified in TOR/Appendix A, the estimated cost may be increased by agreement in writing between the Client and the Consultants.

4.3 Approval of Personnel

For DPR work:

The Key Personnel and Sub consultants listed by title as well as by name in Appendix B at the time of empanelment are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of

their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4

4.4.1 If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable ground to be dissatisfied with the performance of any of the Personnel, then the consultant shall, at the Employer's written request specifying the grounds therefore, forthwith provide a replacement with qualifications and experience acceptable to him.

4.4.2 If the team leader or any other key personnel/ specialist considered pivotal to the project are replaced, the substitute may be interviewed by NHIDCL to assess their merit and suitability.

4.4.3 If any member of the approved team of a consultant engaged by NHIDCL leaves that consultant before completion of the job, he shall be barred for a period of 6 months to 24 months from being engaged as a team member of any other consultant working (or to be appointed) for any other NHIDCL projects.

4.4.4 The CV should be signed by personnel and the consulting firm in every page. If the CV is found incorrect at later date, the personnel accepted would be removed from the assignment and debarred from further NHIDCL works for an appropriate period to be decided by NHIDCL and the new proposed personnel in place of removed personnel would be paid 10% less salary than the original personnel. 10% reduction in the salary will be imposed as penalty for submitting the incorrect information. This penalty will be imposed only once. If the same consulting firm submits incorrect information again second time, necessary action will be taken by NHIDCL to blacklist the firm.

4.5 Removal and/or Replacement of Key Personnel

Removal and/or replacement of Key Personnel shall be regulated as under:

4.5.1 In case notice to commence services pursuant to Clause 2.1 of this Contract is not ordered by Client within 120 days of signing of contract the key personnel can excuse themselves on valid grounds, e.g., selection on some other assignment, health problem developed after signing of contract, etc. In such a case no penalty shall be levied on the Firm or on the person concerned. The firm shall however be asked to give a replacement by an equal or better scoring person, whenever mobilization is ordered.

- 4.5.2 In case notice to commence services is given within 120 days of signing of contract the, the Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than three Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Replacement of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement. Replacement of one Key Personnel shall be permitted subject to reduction of remuneration equal to 5 % (five per cent) of the total remuneration specified for the Key Personnel who is proposed to be replaced. In case of second replacement the reduction in remuneration shall be equal to 10% (ten per cent) and for third and subsequent replacement, such reduction shall be equal to 15% (fifteen per cent). The maximum age limit of replaced key personnel shall be 65 years as on the date of submission of proposal for such replacement.
- 4.5.3 If the consultant finds that any of the personnel had made false representation regarding his qualification and experience, he may request the Employer for replacement of the personnel. There shall be no reduction in remuneration for such replacement. The replacement shall however be of equal or better score. The personnel so replaced shall be debarred from future projects for 2 years.
- 4.5.4 Replacement after original contract period is over:
- There shall be no limit on the replacements and no reduction in remunerations shall be made. The replacement shall however be of equal or better score.
- 4.5.5 If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable ground to be dissatisfied with the performance of any of the Personnel, then the consultant shall, at the Employer' s written request specifying the grounds therefore, forthwith provide a replacement with qualifications and experience acceptable to him. For such replacement there will be no reduction in remuneration.
- 4.5.6 If any member of the approved team of a consultant engaged by <Agency> leaves that consultant before completion of the job, he shall be barred for a period of 6 months to 24 months from being engaged as a team member of any other consultant working (or to be appointed) for any other <Agency> / MoRTH projects.

4.6 Resident Team Leader and Coordinator

The person designated as the Team Leader of the Consultant' s Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person from its Head Office as Project Coordinator who shall be responsible for day to day performance of the Services.

5. OBLIGATION OF THE CLIENT

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) provide the Consultants, Sub consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services;
- (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- (c) facilitate prompt clearance through customs of any property required for the Services;
- (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub consultants or the Personnel of either of them.

5.3 Change 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 or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 6.1(b),

5.4 Services, Facilities and Property of the Client

The client shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6.1(c) hereinafter.

5.5 Payment

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract. The consultant shall be issued LOA clearly mentioning the cost of DPR preparation and Supervision services separately.

6. PAYMENT TO THE CONSULTANTS

6.1 Payment for preparation of DPR

- (a) The LOA issued to the consultant shall clearly mention the cost of DPR preparation services separately payable in **local currency (Indian Rupees)** which will be the ceiling amount.
- (b) Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1(c), the payments under this Contract shall not exceed the ceiling amount specified in the LOA.
- (c) Notwithstanding Clause 6.1(b) hereof, if pursuant to Clauses 5.4 hereof, the Parties shall agree that additional payments shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause 6.1(a) above, the ceiling set forth in Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.
- (d) **Currency of Payment:** The payment shall be made in Indian Rupees.

(e) **Schedule of Payment for DPR Preparation Services**

S.No	Item	Percentage of DPR Cost Payable
1	Comments on Pre-feasibility Report	5 %
2	Submission of Alternative Conceptual Plan Report	15 %
3	Submission of Draft DPR	30 %
4	Submission of Final DPR	20 %
5	Submission of Draft Bid Documents	10 %
6	Submission & Approval of Final Bid Documents	20 %

Note: Consultants have to provide a certificate that all key personnel as envisaged in the Contract Agreement has been actually deployed in the project. They have to submit this certificate at the time of submission of bills to <Agency> from time to time.

- (f) No payment shall become eligible for the next stage till the consultant completes to the satisfaction of the client the work pertaining to the preceding stage.
- (g) The Client shall cause the payment of the Consultants in Para 6.1 (e) above as given in schedule of payment within thirty (30) days after the receipt by the Client of bills. Interests at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (h) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory one hundred and eighty (180) calendar days after receipt of the final report and final statement by the Client unless the Client, within ninety (90) day period, gives written notice to the Consultants specifying in detailed deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after

receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

- (i) All payments under this Contract shall be made to the account of the Consultants specified in the SC.
- (j) Efforts need to be made by the Consultant to submit the schedule reports of each stage. However, due to reasons beyond the reasonable control of Consultant, if the schedule submission of reports / documents of each stage is not done, the payment shall be made on pro-rata basis.

6.2 Payment for Supervision

Deleted.

7. Responsibility for Accuracy of Project Documents

7.1 General

- 7.1.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.
- 7.1.2 The Consultant shall be fully responsible for the accuracy of design and drawings of the structures. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings of the structures noticed during the construction and even thereafter and the Client shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.
- 7.1.3 The survey control points established by the Consultant shall be protected by the Consultants till the completion of the Consultancy Services.

7.2 Retention Money

An amount equivalent to 5% of the contract value shall be retained at the end of the contract for accuracy of design and quantities submitted and the same will be released after the completion of civil contract works or after 3 years from completion of DPR consultancy services, whichever is earlier. The retention money will however be released by the Client on substitution by Bank Guarantee of the same amount valid up to the period as above.

7.3 Penalty

7.3.1 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 consultant, suitable extension of time will be granted.

7.3.2 Total amount of recovery from all penalties shall be limited to 10% of the Consultancy Fee.

7.4 Action for Deficiency in Services

7.4.1 Consultants liability towards the Client

Consultant shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

7.4.2 Warning / Debarring

In addition to the penalty as mentioned in Para 7.3, warning may be issued to the erring consultants for minor deficiencies. In the case of major deficiencies in the Detailed Project Report involving time and cost overrun and adverse effect on reputation of NHIDCL, other penal action including debarring for certain period may also be initiated as per the policy of NHIDCL.

8. Fairness and Good Faith

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. Settlement of Disputes

9.1 Amicable Settlement

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

9.2 Dispute Settlement

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

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

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon by the MD of NHIDCL and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10(ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10(ten) day period or the Dispute is not amicably settled within 15(fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the Provisions of Clause 9.4.

9.4 Arbitration

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 as amended. The venue of such arbitration shall be ***** and the language of arbitration proceedings shall be English.

9.4.2 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 President, Indian Roads Congress, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names 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, the president, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants 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 SC 9.2.A (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.

(d) Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

9.4.3 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.

9.4.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.2.1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

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

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

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

9.4.8 Miscellaneous

In any arbitration proceeding hereunder:

- Proceedings shall, unless otherwise agreed by the Parties, be held in DELHI.
- the English language shall be the official language for all purposes; and [Note: English language may be changed to any other Language, with the agreement of both the Parties.]
- 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.
- The maximum amount payable per Arbitrator in Arbitration clauses shall be as under

S.No	Particulars	Maximum amount payable per Arbitrator/ per case
1	Arbitrator fee	Rs 15,000/- per day subject to a maximum of Rs 4 lacs or Rs 2.5 lacs (lump sum) subject to publishing the award within 12 months.
2	Reading charges	Rs 15,000/-
3	Secretarial Assistance and Incidental charges (telephone, fax, postage etc)	Rs 20,000/-
4	Charges for publishing/ declaration of the award	Rs 20,000/-
5	Other expenses (As per actual against bills subject to maximum of the prescribed ceiling given below)	
	Traveling expenses Lodging and Boarding	Economy class (by air), First class AC (by train) and AC Car (by road) a) Rs 15,000/- per day (in metro cities) b) Rs 7,000/- per day (in other cities) c) Rs 3,000/- per day if any Arbitrator makes their own arrangements.
6	Local travel	Rs 1,500/- per day
7	Extra charges for days other than hearing/ meeting days (maximum for 2 days)	Rs 3,500/- per day
Note:-	1. Lodging boarding and traveling expenses shall be allowed only for those members who are residing 100 kms. Away from place of meeting. 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities.	

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

10. Change of Scope

The change of Scope shall be dealt as follows

- i) During the course of consultancy services in case it is considered necessary to increase/decrease the scope of services by the client the same shall be notified by Change of scope notice. Similarly, if the Consultant determines that change of scope is needed, he shall inform of the same to the Client. The Client will examine and shall either reject the proposal or issue change of scope notice.

Appendex-V

SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

(Amendments of, and Supplements to, Clauses in the General Conditions)

1.6 The addresses are:

For the Client:

Attention: General Manager (Tech.),

Address: NHIDCL, PTI Building, 2nd Floor, 4, Parliament Street, New Delhi-110001

Contact: 011-23461647

E-mail: gm.infra@nhidcl.com

For the Consultants:

Attention:

Name:

Address:

Contact:

E-mail:

Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) In case of E mail, 24 hours following confirmed transmission.

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

1.9 The Authorized Representatives are:

For the Client: The Executive Director (I)

Address: NHIDCL, PTI Building, 3rd Floor, 4, Parliament Street, New Delhi-110001

Contact: 011-23461607

E-mail: ed1@nhidcl.com

For the Consultant:

Name

Designation

2.1 The effectiveness conditions are the following:

a) The contract has been signed between the NHIDCL and the consultant after having received the Performance Security and its verification.

6.1.(b) The ceiling amount in local currency is Rs..... Excluding Goods & Service Tax)
No advance payment will be made.
The interest rate is: @ 12% per annum

The account is:

Account Number : _____

IFSC Code : _____

Appendix A

Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements

Appendix B

Consultants' Sub consultants, Key Personnel and Sub Professional Personnel

Appendix C

Hours of work for Consultants' Personnel

The Consultant's personnel shall normally work for 8 hours in a day and six days a week. Normally Sundays shall be closed for working. In addition they shall also be allowed to avail holidays as observed by the Client's office in the relevant state without deduction of remunerations. In case any person is required to work on Sunday or Holiday due to exigency of work, he/she shall be given compensatory leave within the next 15 days.

Appendix D

Duties of the Client

As per TOR.

Appendix E

Cost Estimate

Appendix F

Minutes of Financial/ Contract Negotiations with the Consultant

Appendix G: Copy of letter of invitation

Appendix H: Copy of letter of acceptance

**Format for Bank Guarantee for Performance Security (For individual work) BANK
GUARANTEE FOR PERFORMANCE SECURITY**

To,

The Managing Director,
NHIDCL, PTI Building, 3rd Floor,
4, Parliament Street, New Delhi-110001

In consideration of “NHIDCL” (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....having its office at (Hereinafter referred to as the “Consultant” which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client’s Contract Agreement no. / Letter of Acceptance No..... dated and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs...../- (Rupees) excluding Goods & service tax for “*Consultancy Services for Preparation of Detailed Project Report (DPR) for Development of self sustainable Bus Port at Pune in the State of Maharashtra.*” under Contract Package No. (Hereinafter called the “Contract”), and the Consultant having agreed to furnish a Bank Guarantee to the Client as “Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs...../- (Rupees.....).

We,having registered office at, a body registered/constituted under the(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all money payable by the Consultant to the extent of Rs.....(Rupees.....) as aforesaid at any time up 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 Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of

any right which they might have against the consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

Notwithstanding anything contained herein,

- a) Our liability under this Bank Guarantee is limited to Rs..... (Rupees.....) and it shall remain in force up to and 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..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

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

S.No.	Particulars	Details
1.	Name of the Beneficiary	National Highways and Infrastructure Development Corporation Limited
2.	Beneficiary Bank Account No.	90621010002659
3.	Beneficiary Bank Branch	IFSC CNRB0019062
4.	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5.	Beneficiary Bank Address	Canara Bank (erstwhile Syndicate Bank), Transport Bhawan, 1st Parliament street, New Delhi-110001

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)

NOTE:

- (i) *The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).*
- (ii) *The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.*
- (iii) *The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).*

Appendix J : Reply to Queries of the Bidder

Appendix-VI

INTEGRITY PACT

BETWEEN

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED (NHIDCL) hereinafter referred to as "The Principal" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

..... hereinafter referred to as "The Bidder/Consultant" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) for (Name of the contract) (hereinafter referred to as the 'Project'). The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal may appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Consultant(s)/Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Consultant (s)/Bidder(s) the same information and will not provide to any Consultant (s)/Bidder(s), confidential/additional information through which the Consultant (s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons. The Principal shall obtain bids from only those parties who have been short-listed or pre qualified or through a process of open advertisement/web publishing or any combination thereof.

(2) If the Principal obtains information on the conduct of any of its employees, Consultant (s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and subject to its discretion, can additionally initiate disciplinary actions.

(3) The Principal will enter into agreements with identical conditions with all Consultant (s)/Bidder(s) for the different Work Packages in the aforesaid Project.

(4) The Principal will disqualify from the tender process all Consultant(s)/Bidder(s) in the range of Rs 50 Crore and above, who do not sign this Pact or violate its provisions.

Section 2 - Commitments of the Bidder(s) / Consultant(s)

(1) The Bidder(s) / Consultant(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s)/Consultant(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.

(b) The Bidder(s)/Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/Consultant(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Consultant(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Consultant(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-"A".

(e) The Bidder(s)/Consultant(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and/ or exclusion from future contracts.

(1) If the Bidder(s)/Consultant(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, is entitled to disqualify the Bidder(s)/ Consultant(s) from the tender process or terminate the contract, if already awarded, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of GCC /SCC of the tender/contract.

(2) If the Consultant(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Consultant(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.

(3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the consultant from further tender/contract award processes.

(4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.

(5) If the Consultant(s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

Section 4: Compensation for Damages

(1) If the Principal has disqualified the Bidder(s)/Consultant(s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (BID SECURITY)/Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/Consultant(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Consultant(s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.

(2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the consultant, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.

The Consultant(s)/Bidder(s) be in addition to the Bidder(s)/Consultant(s), as terms of Section 3 above, understands and agrees that this will disqualification and exclusion of the may be imposed by the Principal.

Section 5: Previous transgression

(1) The Bidder(s)/Consultant(s) herein declares that it has committed no transgressions in the last 3 years with any other Company in any country conforming to the anti corruption approach as detailed herein or with government/ any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

(2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Consultant(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/Consultant(s) can be black listed in terms of Section 3 above.

Section 6: Independent External Monitor / Monitors

(1) The Principal shall, in case where the Project Value is in excess of Rs 50 Crore and above, appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.

(2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the MD, NHIDCL. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid Monitor.

(3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Managing Director, NHIDCL.

(4) The Bidder(s)/Consultant(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the Consultant. The Consultant will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s) /Consultant(s) with confidentiality.

(5) The Principal will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Consultant.

(6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the Principal and request the Principal to discontinue and/or take corrective action, or to take other relevant action (s). The Monitor can in this regard submit non-binding

recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.

(7) The Monitor will submit a written report to the MD, NHIDCL within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.

(8) If the Monitor has reported to the MD, NHIDCL, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, NHIDCL, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, NHIDCL / MD.

(9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

Section 7 - Criminal Consultant(s)/charges against violating Bidder(s) / Sub-consultant(s)

If the Principal obtains knowledge of conduct of a Bidder/Consultant or any employee or a representative or an associate of a Bidder/Consultant, which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the Chief Vigilance Officer, NHIDCL/MD.

Section 8 - Duration of the Integrity Pact

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Consultant(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

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

The Bidder(s)/Consultant(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of the Principal, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Consultant(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

Section 9 - Other provisions

(1) This Agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing.

If the Bidder/Consultant is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.

(3) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement shall remain valid and binding. In such a case, the parties will strive to come to an Agreement in accordance to their original intentions.

(4) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Consultant)

(Office Seal)

(Office Seal)

Place _