



(Ministry of Road Transport & Highways)
Government of India

Project Management Consultancy for preparation of Pre-feasibility Report, DPR and carrying out Supervision work for Development of Self-Sustainable Bus Port at various States/UTs throughout the country.

NOVEMBER, 2019

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

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

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

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.*
2. Proposals are hereby invited from eligible Consultants for “*Project Management Consultancy for preparation of Pre-feasibility Report, DPR and carrying out Supervision work for Development of Self-Sustainable Bus Port at various States/UTs throughout the country*”. The Letter of Invitation (LOI) and Terms of Reference (ToR) including Request for Proposal (RFP) 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.
3. Bid must be submitted online at e-tender portal i.e. <https://eprocure.gov.in> on or before **16.12.2019 (1100 Hrs)**.
4. The following schedule is to be followed for this assignment:

Sr.No	Particulars	Date
i	Bid Document Download/ Start Date	01.11.2019
ii	Clarification Start Date (Pre bid queries)	01.11.2019
iii	Clarification End Date (Last date for receipt of pre bid query)	14.11.2019
iv	Pre bid meeting	15.11.2019 (1100 Hrs)
v	Bid submission start date	12.12.2019
vi	Bid submission End date (online & physical copy)	16.12.2019 (1100 Hrs)
vii	Opening date of Technical Bid	17.12.2019 (1130 Hrs)

Yours sincerely,

(Ashok Kumar Singh)
General Manager (Technical)
NHIDCL, 3rd Floor, PTI Building
4, Parliament Street, New Delhi-110001
Ph. 011-23461684
Email: ashok.singh23@gov.in

Letter of Invitation (LOI)

Dated: 01.11.2019

Dear Sir,

Sub: Project Management Consultancy for preparation of Pre-feasibility Report, DPR and carrying out Supervision work for Development of Self-Sustainable Bus Port at various States/UTs throughout the country.

1. INTRODUCTION

1.1. The National Highways and Infrastructure Development Corporation Ltd. (the “NHIDCL”) has been entrusted with the assignment of **preparation of Pre-feasibility Report, DPR and carrying out Supervision work for Development of Self-Sustainable Bus Port at various States/UTs throughout the country.**

NHIDCL (the “Client”) now invites proposal from Technical consultants for **Project Management Consultancy for preparation of Pre-feasibility Report, DPR and carrying out Supervision work for Development of Self-Sustainable Bus Port at various States/UTs throughout the country.**

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

1.3. The National Highways and Infrastructure Development Corporation Ltd. (the “NHIDCL”) invites Proposals (the “Proposals”) **through e-tender** (on-line bid submission) for selection of Technical Consultant (the “Consultant”) who shall prepare the Pre-feasibility Report, Detailed Project Report & shall carry out supervision of the development of Bus Port work.

1.4. The consultants shall submit proposals either in sole capacity or in JV or in Association. Joint Venture/Association shall not have more than two firms. Any entity which has been barred by the Govt. of India or its agencies for poor performance or otherwise and the bar subsists as on the date of application, would not be eligible to submit the bid, either individually or as a member of a Joint Venture/Association.

1.5. To obtain first hand information on the assignment and responsibilities, the consultants must attend a pre-proposal conference.

1.6. Financial Proposals will be opened only for the firms found to be eligible and

scoring qualifying marks in accordance with Para 5 hereof. The consultancy services will be awarded to the top two highest ranking consultant on the basis of Quality and Cost as detailed further under clause 5.

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

1.8. The proposals must be properly signed as detailed below:

1.8.1

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

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

- i. *Date and place of signing*
- ii. *Purpose of Joint Venture/Association (must include the details of contract works for which the joint venture has been invited to bid)*
- iii. *A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment. Name of Lead Firm and other partner of JV should be clearly defined in the MOU*
- iv. *Delineation of duties/ responsibilities and scope of work to be undertaken by each firm along with resources committed by each partner of the JV/Association for the proposed services*
- v. *An undertaking that the JV firms are jointly and severally liable to the Employer for the performance of the services*
- vi. *The authorized representative of the joint venture/Association*

The Association firm shall give a Letter of Association, MOU as in i to vi above except v, letter of Authorization, copies of GPA/SPA for the person signing the

documents and a certificate of incorporation.

- 1.8.3 In case of Joint venture, one of the firms which preferably have relatively higher experience will act as the lead firm representing the Joint Venture. The duties, responsibilities and powers of such lead firm shall be specifically included in the MOU/agreement. It is expected that the lead partner would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Joint Venture. Payment can also be made to the account of any partner of the JV/Association provided all the partners are local (Indian). For a JV to be eligible for bidding, the experience of lead partner and other partner should be as indicated in data sheet.
- 1.8.4 A firm can bid for a project either as a sole consultant or in the form of joint venture with other consultant or in association with any other consultant. However, alternative proposals i.e. one as sole or in JV with other consultant and another in association / JV with any other consultant will be summarily rejected. In such cases, all the involved proposals shall be rejected.
- 1.8.5 Pre-proposal conference shall be held on the date, time and venue given in Data Sheet.
- 1.9. **Document fee**
- The fee for the document of the amount as mentioned in the Datasheet, can be paid in the form of Demand Draft favoring '**National Highways & Infrastructure Development Corporation Ltd.**' payable at **New Delhi** and the bidder must furnish original Demand Draft while submitting the proposal. The document fee can also be deposited online (RTGS/NEFT/Other online mode) to the NHIDCL's Bank account (Account details specified in data sheet) and the bidder must furnish a copy of the online transaction receipt while submitting the proposal.
- 1.10. **Bid Security**
- 1.10.1 The applicant shall furnish as part of its Proposal, a Bid Security of amount mentioned in Datasheet in the form of a Bank Guarantee in the prescribed format given at Instruction to Consultants (Form-B4 of Appendix-II) issued by one of the Nationalized/Scheduled Banks in India, in favor of "National Highways & Infrastructure Development Corporation Ltd" payable at New Delhi (the "Bid Security") valid for a minimum period of 150 days (i.e. 30 days beyond the validity of the bid) from the last date of submission of proposals. The Bid security may also be furnished in the form of a Demand Draft issued by one of the Nationalized/Scheduled Banks in India in favour of the "National Highways and Infrastructure Development Corporation Ltd. payable at New Delhi OR pay online through RTGS/NEFT/Other online mode to the NHIDCL's Bank account (Account details specified in data sheet).
- The BID shall be summarily rejected if it is not accompanied by the BID Security. The Bank Guarantee/Demand Draft in original or copy of payment receipt

(RTGS/NEFT/Other online mode) must be furnished while submitting the proposal alongwith soft copy.

- 1.10.2 Any Bid not accompanied by the Bid Security of the required value and minimum required validity shall be rejected by the Authority as non-responsive.
- 1.10.3 The NHIDCL shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 1.10.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the NHIDCL's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia the time, cost and effort of the NHIDCL in regard to RFP including the consideration and evaluation of the Proposal under the following conditions:
 - (a) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time.
 - (b) In the case of the Selected Applicants, if the Applicant fails to reconfirm its commitments during negotiations as required vide Para 6.
 - (c) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement.

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 conference. 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

The proposal must be prepared in two parts viz.,

Part 1: Eligibility cum Technical Proposal

Part 2: Financial Proposal

3.1. Document in support of Eligibility

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

- i. **Forwarding letter for proposal (Eligibility+Technical) in the Form-B1.**
- ii. **Firm's relevant experience and performance for the last 10 years:** Project sheets in support of relevant experience as per Form-B2 supported by the experience certificates from clients in support of experience. Certificate should indicate clearly the firm's Pre-feasibility/DPR/PMC experience. Scope of services rendered by the firm should be clearly indicated in the certificate obtained from the client. The information given in Form B2 shall also be considered as part of Technical Proposal and shall be evaluated accordingly. The Consultants are therefore advised to see carefully the evaluation criteria for Eligibility, Technical Proposal and submit the Project Sheets accordingly.
- iii. **Firm's turnover for the last 5 years:** A tabular statement as in Form B3 showing the turnover of the applicant firm(s) for the last five years beginning with the last financial year certified by the Chartered Account along with certified copies of the audit reports shall be submitted in support of the turnover.
- iv. **Document fee:** The fee for the document of the amount as mentioned in the Datasheet, can be paid in the form of Demand Draft favoring '**National Highways & Infrastructure Development Corporation Ltd.**' payable at **New Delhi** and the bidder must furnish original Demand Draft while submitting the proposal. The document fee can also be deposited online (RTGS/NEFT/Other online mode) to the NHIDCL's Bank account (Account details specified in data sheet) and the bidder must furnish a copy of the online transaction receipt while submitting the proposal.
- v. **Bid Security:** Bank Guarantee in support of bid security for an amount specified in Data Sheet and having validity for **a minimum period of 150 days (i.e. 30 days beyond the validity of the bid)**, from the last date of submission of proposals in the Form B4. The Bid Security of the amount as mentioned in the Datasheet, can also be paid in the form of Demand Draft favoring '**National Highways & Infrastructure Development Corporation Ltd.**' payable at **New Delhi** and the bidder must furnish original Demand Draft while submitting the proposal. The Bid Security can also be deposited online (RTGS/NEFT/Other online mode) to the NHIDCL's Bank account (Account details specified in data sheet) and the bidder must furnish a copy of the

online transaction receipt while submitting the proposal.

- vi. Power of Attorney on a stamp paper of Rs.100 and duly notarized authorizing to submit the proposal.
 - vii. In case a Joint Venture/Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100, signed by all firms to the joint venture/Association as detailed at para 1.8.2 above.
- 3.1.2 The minimum essential requirement in respect of eligibility has been indicated in the data sheet, the proposal found deficient in any respect of these requirements will not be considered for further evaluation.

3.2. Technical Proposal

- 3.2.1 You are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information will be at your own risk and may result in rejection of your proposal.
- 3.2.2 The technical proposal shall be submitted strictly in the Formats given in Appendix- II and shall comprise of following documents:
- i. Forwarding letter for proposal (Eligibility + Technical) duly signed by the authorized person on behalf of the bidder, as in Form-B1.
 - ii. Firm's references - Relevant Services carried out in the last Ten years as per Form- B2.
 - iii. Comments on Terms of Reference: limited to two A4 size pages in 1.5 space and 12 font (Form-B5).
 - iv. Proposed methodology for the execution of the services illustrated with bar charts of activities, including any change proposed in the methodology of services indicated in the TOR: Maximum 4 pages (Form-B6)
 - v. CVs of Key Personnel as per Form-B7.

3.2.4 CVs of Key Persons:

- i. The CVs of the key personnel in the format as per Form B7 is to be furnished. It may please be ensured that the format is strictly followed and the information furnished therein is true and correct. The CV must indicate the work in hand and the duration till which the person will be required to be engaged in that assignment. Experience certificates shall also be submitted. If any information is found incorrect, at any stage, action including termination and debarment from future NHIDCL projects upto 2 years may be taken by NHIDCL on the personnel and the Firm.
- ii. No alternative to key personnel may be proposed and only one CV may be submitted for each position. The minimum requirements of Qualification and

Experience of all key personnel are listed in Enclosure-II of TOR. CV of a person who does not meet the minimum experience requirement as given at enclosure-II of TOR shall be evaluated and the marks obtained shall be taken into consideration during evaluation of Technical Proposal. However if a firm with such key personnel is declared the “preferred bidder”, such key personnel should be replaced at the time of Contract Negotiations with a person meeting requirements of Qualification and Experience as given at enclosure-II of TOR and whose CV secures 60 % marks and above.

- iii. If the same CV of Key Personnel is submitted by two or more firms, zero marks shall be given for such CV for all the firms.
- iv. *The availability of key personnel must be ensured for the duration of the project. If a firm claims that a key personnel proposed by them is a permanent employee of the firm (the personnel should have worked in the firm continuously for a period of at least 1 year) , a certificate to the effect along with pay slips are required to be submitted.*
- v. *The age limit for key personnel is 70 years as on the date of bid submission. The proof of age and qualification of the key personnel must be furnished in the technical proposal.*
- vi. *An undertaking from the key personnel in Form B8 must be furnished that he/she will be available for entire duration of the project assignment. After the award of work, in case of non-availability of key personnel in spite of his/her declaration, he/she shall be debarred for a period of two years for all projects of NHIDCL.*
- vii. *Age limit for supporting staff to be deployed on project is 65 years as on the date of bid submission.*
- viii. *A good working knowledge of English Language is essential for key professional staff on this assignment. Study reports must be in English Language.*
- ix. *Photo, contact address and phone/mobile number of key personnel should be furnished in the CV.*
- x. *It may please be noted that in case the requirement of the ‘Experience’ of the firm/consortium as mentioned in the “Proof of Eligibility” is met by any foreign company, their real involvement for the intended project shall be mandatory. This can be achieved either by including certain man-months input of key experts belonging to the parent foreign company, or by submitting at least the draft feasibility report and draft DPR duly reviewed by the parent*

firm and their paying visit to the site and interacting with NHIDCL. In case of key personnel proposed by the foreign company, they should be on its pay roll for at least last six months (from the date of submission).

- xi. In case a firm is proposing key personnel from educational/research institutions, a 'No Objection Certificate' from the concerned institution should be enclosed with the CV of the proposed key personnel committing his services for the instant project. If the bidder itself is educational research institute, NoC is not required.*
- xii. Original Curriculum Vitae (CV) and photocopies of certificates shall be recently signed in blue ink by the proposed key professional staff on each page and also initialed by an authorized official of the Firm and each page of the CV must be signed. The key information shall be as per the format. Photocopy of the CVs will not be accepted. Unsigned copies of CVs shall be rejected.*

3.2.5 The technical proposal must not include any financial information.

3.3. Financial Proposal

- 3.3.1 The Financial proposal should include the costs associated with the assignment. These shall normally cover: remuneration for staff (foreign and local, in the field, office etc), accommodation, transportation, equipment, printing of documents, surveys, geotechnical investigations etc. Your financial proposal should indicate the amount asked for by you without any assumptions of conditions attached to such amounts. Conditional offer shall be considered non- responsive and is liable to be rejected.
- 3.3.2 The financial proposal shall take into account all types of the tax liabilities and cost of insurance specified in the Data Sheet. Goods & Services Tax (GST) will be payable separately over and above the financial proposal as per actual.
- 3.3.3 **Costs shall be expressed in Indian Rupees in case of domestic as well as for foreign Consultant.** The payments shall be made in Indian Rupees by the National Highways & Infrastructure Development Corporation Limited.

4. SUBMISSION OF PROPOSALS

- 4.1. The Applicants shall submit the proposal (Eligibility + Technical Proposal) in hard bound form with all pages numbered serially and by giving an index of submissions. Copies of Applications shall not be submitted and considered. **Financial proposal are only to be submitted online and no hard copy of the financial proposal should be submitted.**

- 4.2. You must submit original proposal (Eligibility + Technical) in original and hard bound. The proposal will be sealed in an outer envelope which will bear the address and information indicated in the Data Sheet and shall be submitted to NHIDCL on or before the deadline for submission of bids. The envelope must be clearly marked:

Project Name: Project Management Consultancy for preparation of Pre-feasibility Report, DPR and carrying out Supervision work for Development of Self-Sustainable Bus Port at various States/UTs throughout the country.

Do not open, except in presence of the evaluation committee.

- 4.2.1 This envelope will contain proposal (Eligibility + Technical) and other documents mentioned in Clause 3.1 and 3.2.
- 4.2.2 The proposal must be prepared in indelible ink and must be signed by the authorized representative of the consultants. The letter of authorization must be confirmed by a written power of attorney accompanying the proposals. All pages of the Proposal must be initialed by the person or persons signing the proposal.
- 4.3. The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.
- 4.4. Your completed proposal (Eligibility + Technical) must be delivered in hard copy on or before the time and date at the address stated in Data Sheet. The Proposal (Eligibility + Technical) shall have to be submitted online also on or before the time and date at the address stated in Data Sheet. The Financial Proposal shall have to be submitted online only on or before the time and date stated in Data Sheet.
- 4.5. Your proposal must be valid for the number of days stated in the Data Sheet from the closing date of submission of proposal.

5. PROPOSAL EVALUATION

- 5.1 The proposals would be evaluated by a Committee constituted by NHIDCL. A two-stage procedure will be adopted in evaluating the proposal. In the first stage, it will be examined first as to whether the bidder is eligible or not:
- i) The proposal is accompanied by Document fee
 - ii) The Proposal is accompanied by Bid Security of required value and of

- validity equal or more than the minimum required validity
- iii) The firms(s) have required experience
- iv) The firms(s) have required turnover
- v) The documents are properly signed by the authorized signatories and whether the proposal contains proper POA as mentioned at para 1.8.1 above
- vi) The proposals have been received on or before the dead line of submission.
- vii) In case a Joint Venture/Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100, signed by all firms to the joint venture/Association as detailed at para 1.8.2 above.

In case answers to any of the above items is 'No' the bid shall be declared as non- responsive and shall not be evaluated further.

A Consultant satisfying the minimum Eligibility Criteria as mentioned in the Data sheet and who had submitted the above mentioned documents shall be declared "pass" in Eligibility and the Technical Proposals of only those consultants shall be evaluated further.

- 5.2 After evaluating eligibility, the Technical proposal shall be evaluated as per the detailed evaluation criteria given in Data Sheet.

A proposal securing 60 points shall be declared pass in the evaluation of Technical Proposal. The technical proposal should score at least 60 points out of 100 to be considered for financial evaluation. The CV of the proposed Team Leader should score at least 60% marks **otherwise the entire proposal shall be considered to have failed in the evaluation of Technical Proposals** and shall not be considered for opening of Financial Proposals.

5.3 Evaluation of Financial Proposal

- 5.3.1 In case, only one firm is eligible for opening of Financial Proposals, the Financial Proposal shall not be opened, the bids shall be cancelled and NHIDCL shall invite fresh bids. For financial evaluation, total cost of financial proposal excluding GST shall be considered. Goods & Service Tax (GST) shall be payable extra.

- 5.3.2 The evaluation committee will determine whether the financial proposal is acceptable. In case, if client feels that the work cannot be carried out within overall cost of financial proposal or the proposal is on the higher side, the proposal can be rejected. The client shall correct any computational errors and correct prices in various currencies to the single currency specified in Data Sheet.

- 5.3.3 The procedure at Clauses 5.3.4, 5.4 and, 5.5 as mentioned below shall be followed for determining the “preferred bidders (H-1 and H-2 bidder)”.
- 5.3.4 The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

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

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

- 5.4 Combined evaluation of Technical and Financial Proposals. Proposals will finally be ranked according to their combined technical (ST) and Financial (SF) scores using the weights indicated in the Data Sheet:

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

Where,

S= Combined Score,

ST= Technical Score out of 100,

SF= Financial Score out of 100

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

- 5.5 A Consultant with a “particular Team” having the maximum Combined score (S) shall be declared as the ‘first preferred bidder’ (H-1). The consultant with the second highest score shall be declared as H-2 and the same with third highest score obtained shall be declared as H-3.
- 5.6 NHIDCL intends to appoint two consultants for the work for a period of two years. The most preferred bidder (H-1) will be the first shortlisted consultant. In case the financial quote of H-2 bidder is lower than H-1 bidder, the H-2 bidder shall be declared ‘second preferred bidder’, if not, the H-2 bidder will be given opportunity to match the financial quote of H-1 bidder. In case H-2 bidder does not agree to match the financial quote of H-1, H-3 bidder will be offered the consultancy work as second preferred bidder in the same way as offered to H-2 bidder. In case H-3 bidder also, refuses the same, only one bidder/consultant will be short listed.
- 5.7 Although it's NHIDCL's prerogative, to allot/distribute the consultancy work among the two shortlisted consultants, the second preferred bidder will be allotted half the number of assignment allotted to the first preferred consultant to prepare pre-feasibility or/and Detailed Project Report for

development of Bus Ports. The supervision work shall be carried out by the respective consultant only.

- 5.8 NHIDCL has already prepared pre-feasibility reports of some Bus Port projects, the Consultant shall be required to prepare DPR for the same and will be paid for DPR work only.

6. NEGOTIATIONS

- 6.1 Prior to the expiration period of proposal validity, the Client will notify the first preferred & second preferred Consultant/Bidder i.e. the H-1 & H-2/H-3 ranking consultant in writing by registered letter, e-mail and invite him to negotiate the Contract.

- 6.2 Before the start of negotiations, NHIDCL may ask the first preferred Consultant/Bidder (H-1) to give justification for the cost quoted by them to the full satisfaction of NHIDCL.

There shall not be any interaction/Interview of the Key Personnel at the time of negotiation.

- 6.3 The aim is to reach to an agreement on all points and initial a draft contract by the conclusion of Negotiations.

- 6.4 Negotiations will commence with discussion on technical proposal, the proposed methodology (work plan), staffing and any suggestions made to improve the TOR, the staffing and bar charts, which will indicate activities, periods in the field and in the home office, staff months, logistics and reporting. The financial proposal is subject to rationalization. Special attention will be paid to optimize the required outputs from the Consultants within the available budget and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Assignment.

- 6.5 Changes agreed upon will then be reflected in the contract.

- 6.6 Having selected Consultants, among other things, on the basis of an evaluation of proposed key professional staff, the Client expects to negotiate, within the proposal validity period, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurances that the staff will be actually available. The Client may ask to give a replacement for the key professional who has scored less than 60 % marks by a person of at least 60 % score. No reduction in remuneration would be made on account of above change.

If for any reason beyond the reasonable control of the consultants, it becomes necessary to replace any of the personnel, the consultants shall forthwith provide as a replacement, a person of equivalent or better qualification and experience.

- 6.7 The negotiations will be concluded with a review of the draft Contract Agreement attached at Appendix-V. The Client and the Consultants will finalize the contract to conclude negotiations.
- 6.8 If a Consultant fails to conclude the negotiations with NHIDCL or in case a consultant withdraws without starting / completing the negotiations with NHIDCL, it shall attract penalty - encashment of Bid Security submitted by the Consultant.

7. PERFORMANCE SECURITY

The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee of amount mentioned in data sheet from a Nationalised Bank, IDBI or ICICI Bank/Foreign Bank/EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalised Bank in India. 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 mentioned in Data Sheet towards Performance Security initially valid for a period of **three years** from the date of issuance of LOA and should be extended annually 15 days before the expiry date, failing which the Performance Bank Guarantee shall be encashed. **The Bank Guarantee will be released by NHIDCL upon expiry of one year beyond the date of completion of services. However, if contract is foreclosed by NHIDCL, with no fault of Consultant, Performance Security shall be released within three months from date on which the contract has been foreclosed.** If a Consultant fails to submit the Performance Security (as specified above), it shall attract penalty - encashment of Bid Security submitted by the Consultant.

8. 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.

9. AWARD OF CONTRACT

After successful Negotiations with the selected Consultants the Client shall issue letter of award and ask the Consultant to provide Performance Security as in Para 7 above. If negotiations (as per para 6 above) fail or 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 next highest ranking bidder Consultant for Contract negotiations and follow the procedure outlined in Para 6, 9 and 10 of this Letter of Invitation.

10. SIGNING OF CONTRACT AGREEMENT

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

Thanking you.
Yours sincerely,

(Ashok Kumar Singh)
General Manager (Technical)
NHIDCL, 3rd Floor, PTI Building,
4, Parliament Street, New Delhi-110001
Ph. 011-23461684
Email:ashok.23@gov.in

Encl. As above

DATA SHEET

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

1. **The Name of the Assignment and description of project:** Project Management Consultancy for preparation of Pre-feasibility Report, DPR and carrying out Supervision work for Development of Self-Sustainable Bus Port at various States/UTs throughout the country

(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

(Ref. Para 1.1)

3. **Date, Time and Venue of Pre-Proposal Conference**

Date : 08.11.2019

Time : 1100 Hrs

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

(Ref. Para 1.8.5)

4. **Document fee:** Rs 5000/- (Rupees Five Thousand only) [Ref. Para 1.9 and 3.1.1 (iv)]

5. **Bid Security :** Rs 2,00,000/- (Rupees Two Lakh only) [Ref. Para 1.10 and 3.1.1 (v)]

6. **NHIDCL's Bank Details for submission of Document fee and Bid Security:**

Sr. No.	Particulars	Details
1.	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2.	Beneficiary Bank Account No.	90621010002659
3.	Beneficiary Bank Branch Name and Address	Syndicate Bank, Transport Bhawan, 1st Parliament Street, New Delhi-110001
4.	Beneficiary Bank Branch IFSC	SYNB0009062
5.	Swift Code (For Foreign Bidders)	SYNBINBB126

[Ref. Para 1.9, 1.10 and 3.1.1 (iv & v)]

7. The Documents are:

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

(Ref. Para 2.1)

8. The number of copies of the proposal required to be submitted: 1 no. (Ref. para 4.1)

9. The address is (Ref. para 4.2)

General Manager (Technical)
National Highway & Infrastructure Development Corporation Ltd.
PTI Building, 3rd Floor, 4, Parliament Street,
New Delhi-110001 Ph. 011-23461684
Email: ashok.23@gov.in

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

Date 09.12.2019
Time 1100 Hrs
Address National Highways & Infrastructure Development Corporation Ltd.
PTI Building, 3rd Floor, 4, Parliament Street,
New Delhi-110001

(Ref. Para 4.4)

11. Proposal Validity period (Number of days): 120 days (Ref. Para 4.5)

12. Evaluation criteria: (Ref. Para 5)

12.1 First Stage Eligibility Evaluation. (Ref. Para 5.1)

Table-1: Minimum Eligibility Requirements

S.No.	Minimum experience required in the last 10 years (for past performance attach undertaking for any litigation history/ and arbitration).	Annual Average Turnover
	A	B
1	<p>A Firm applying for the project should have Experience of</p> <p>(a) Completing Pre-feasibility studies/DPR of two Urban transport planning works (including Bus Port works) costing not less than Rs. 15 Lakh.</p> <p>(b) Completing Pre-feasibility studies/DPR of two Capacity Building works in the area of urban transport & planning costing not less than Rs. 15 lakh.</p> <p>(c) Completing two Project Management Service works in the area of urban transport & planning costing not less than Rs. 15 lakh.</p>	<p>Annual average turnover for last 5 years of the firm should be equal to or more than Rs.10.00 Crore.</p>

- (i) The sole applicant shall fulfill all the requirements given in Table-1.
- (ii) In case of JV, the Lead Partner should fulfill at least two of the three criteria under para 1 (A) above and 75% of average annual turnover mentioned under para 1 (B). The other partner should fulfill atleast one criteria under para 1 (A) above and 50% of average annual turnover mentioned under para 1 (B). However, the Joint Venture should fulfil all the criteria under para 1 above jointly.
- (iii) If the applicant firm has / have prepared the PFS/DPR projects solely on its own, 100%weightage shall be given. If the applicant firm has prepared the DPR/FS projects as a lead partner in a JV, 75% weightage shall be given. If the applicant firm have prepared the DPR projects as the other partner (not lead partner) in a JV 50% weightage shall be given. If the applicant firm has prepared the DPR/FS projects as an associate, 25% weightage shall be given.

12.2 First Stage Technical Evaluation

(Refer 5.2)

S.No.	Description	Points
1	Firm's relevant experience in last 10 years	50
2	Adequacy of approach and methodology	05
3	Qualification and relevant experience of the proposed key personnel (Only Key Personnel proposed for Pre-feasibility and DPR)	45
	Total	100

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

A. Firm's relevant experience in last 10 years

S.No	Description	Maximum Points	Sub-Points
1	Preparation of Feasibility Report / DPR of Bus Port or Mass Transit System	15	
1.1	One Project		10
1.2	Two Projects		12.5
1.3	Three or more Projects		15
2	Preparation of comprehensive mobility plan for an urban area with population of more than 10 Lakh	10	
2.1	One Project		5
2.2	Two Projects		7.5
2.3	Three or more Projects		10
3	Preparation of Pre-feasibility studies/DPR of two Capacity Building works in the area of urban transport & planning costing not less than Rs. 15 lakh.	10	
3.1	Two Projects		5
3.2	Three Projects		7.5
3.3	Four or more projects		10
4	Project Management Service works in the area of urban transport & planning costing not less than Rs. 15 lakh	10	
4.1	Two Projects		5
4.2	Three Projects		7.5
4.3	Four & more Projects		10
5	Preparation of Urban Development Plan at City/Local area level	5	
5.1	One project		3
5.2	Two projects		4
5.3	Three or more projects		5

B. Adequacy of approach and methodology

S.No	Description	Points
1	Comments on TOR	2
2	Approach and Methodology	3
	Total	5

C. Qualification and relevant experience of the proposed key personnel for Pre-Feasibility and DPR preparation:

S.No	Key personnel	Points
1	Team Leader- Urban Transport Expert	10
2	Sr. Urban Transport Planner	8
3	Architect	8
4	Structural Engineer	5
5	Land Use Planning Expert	5
6	Geotechnical Engineer	5
7	Financial Expert	4
	Total	45

The number of points assigned during the evaluation of qualification and competence of key staff are as given below:

S.No	Description	Maximum Points	Sub- Points
1	General Qualification	25	
1.1	Essential education qualification		20
1.2	Desirable education qualification		5
2	Relevant experience and adequacy for the project	65	
2.1	Total professional experience		20
2.2	Experience in preparation of Pre-feasibility/DPR		20 (max)
2.3	Experience in Similar Nature of work		25 (max)
3	Employment with the Firm	10	
3.1	Less than 1 year		0
3.2	1 year to 2 years		5
3.3	> 2 years		10

D. Proposed key personnel for Supervision work (CVs of Key Personnel for Supervision work shall not be evaluated):

S.No	Key personnel
1	Team Leader
2	Sr. Construction Engineer
3	Sr. Electrical Engineer
4	Surveyor
5	Field Engineer (Civil)
6	Field Engineer (Electrical)

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

The Consultant should carryout self-evaluation based on the Eligibility + Technical Evaluation criteria at Appendix-IV. While submitting the self-evaluation along with bid, Consultant shall make references to the documents submitted in their proposal which have been relied upon in self-evaluation.

Result of Eligibility + Technical evaluation shall be made available on the website giving opportunity to the bidders to respond within 7 days in case they have any objection.

12.4 Second Stage - Evaluation of Financial proposal (Ref para 5.3)

Financial Proposals of all Qualified Consultants in accordance with clause 5.2 and 5.3 of Letter of Invitation shall be opened.

NHIDCL intends to appoint two consultants for the work for a period of two years. The most preferred bidder (H-1) will be the first shortlisted consultant. In case the financial quote of H-2 bidder is lower than H-1 bidder, the H-2 bidder shall be declared 'second preferred bidder', if not, the H-2 bidder will be given opportunity to match the financial quote of H-1 bidder. In case H-2 bidder does not agree to match the financial quote of H-1, H-3 bidder will be offered the consultancy work as second preferred bidder in the same way as offered to H-2 bidder. In case H-3 bidder also, refuses the same, only one bidder/consultant will be short listed.

The consultancy services will be awarded to the consultants scoring highest marks as described above in combined evaluation of Technical and Financial proposals in accordance with clause 5.4 hereof. The Factors are:

The weight given to Technical Proposal (T) = 0.80

The weight given to Financial Proposal (f) = 0.20

13. The common currency is “Indian Rupee”. (Ref. Para 3.3.3)

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

14. **Commencement of Assignment:** The Consultants shall commence the Services within seven 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 of Pre-feasibility report and Detailed Project Report for development of Self-Sustainable bus port 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.

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 Pre-Feasibility report and Detailed Project Reports for self-sustainable bus ports at various locations throughout the country in first phase and then supervise the work during execution. Separate orders/instructions will be issued for each Bus Port Project.
- 2.2 The consultant should ensure Pre-Feasibility report and 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 Pre-feasibility 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.
- 2.4 If the employer desires to foreclose the contract at Pre-Feasibility stage or after preparation of DPR, the contract will be foreclosed after payment up to that stage.

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 each DPR assignment including drawings.
- 3.2 The consultant shall prepare separate documents for BOT as well as HAM contracts at DPR stage. The studies for financing options like 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, 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 Pre-feasibility Report

- a. The consultant shall be provided with the detailed application of the State/UT for development of self-sustainable bus port which shall be reviewed for adequacy and completeness with respect to the MoRT&H guidelines. Any shortcomings shall be identified and called for.
- b. Carrying out reconnaissance survey along with the proponent/land owning/ Central Executing Agency to examine the general characteristics of the site and identify specific issues. The survey shall include:
 - i) Assessment of alternate sites including the proposed site
 - ii) Available Right of way to the site and potential connectivity opportunities
 - iii) Potential integration points with other proposed facilities
 - iv) Traffic movement
 - v) Topographic survey of the area
 - vi) Major environmental issues such as nearby developments, encroachment, green belt etc.
- c. Determine the suitability of the site in terms of size, technical, environmental & social and economic, financial aspects including compliance to applicable laws/acts etc.
- d. Carry out traffic surveys to estimate the local, city route buses in the old bus stand and the number of buses that will be utilizing the same in the future. Estimate the growth of traffic for the design horizon.
- e. Assessment of areas, built up area requirements for the main terminal as well as space allocation for local city buses, space for other transport facilities like autos, share autos, call taxis, etc., parking facilities for two wheelers, four wheelers, etc., based on projected volume of bus traffic and pedestrian volume.
- f. Study shall consider the planned / proposed developments planned/being planned in the influence area.

- g. Study the general functioning of the existing bus stand and analyze Strength, Weakness, Opportunities and Threats.
- h. The consultant shall identify to NHIDCL the list of permissions as required for construction of Bus Port from appropriate authorities concerned.

3.4.2 Preparation of Detailed Project Report

After approval of Pre-feasibility Report for the development of self-sustainable bus port, the consultant will be required to prepare the Detailed Project Report after receiving such written instructions from NHIDCL.

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 Supervision of the work:

3.4.3.1 Scope of Construction Supervision Services

The Consultants, through this contract shall remain responsible for the services to be performed through their personnel or on their behalf.

The Consultants shall perform the services and carry out their obligations thereunder with all due diligence, efficiency and economy in accordance with the provisions of the contract and shall observe sound management / technical / engineering practices. The Consultants shall always act, in respect of any matter relating to this contract or the services as faithful advisers to the client.

3.4.3.2 Services

The Consultant (also called Supervision Consultant) shall perform all works necessary to supervise the construction of the above mentioned contract under control and guidance of the Engineer and the Employer ensuring accomplishment of construction works as per works contract in accordance with the specifications and implementation programme.

The Consultant shall issue all necessary instructions to the contractor in consultation with NHIDCL and check and control the work to ensure that is carried out according to contract documents. Authority of the Supervision Consultant to act as NHIDCL's Representative for the propose of the contract shall not prejudice the authority of the NHIDCL (the Employer/ Client) to modify, alter or disapprove any or their instructions given to the contractor in writing in connection with the construction of the project.

The Supervision Consultant shall carry out all such duties, which are essential for effective implementation of the construction contract, as mentioned in, but not limited to the following:-

1. Scrutiny of the construction program submitted by the contractors including offering comments on the same and further recommendations to the employer/engineer-in-charge for his approval. Consultant shall prepare design / re-design structural as well as geometrical features of component of project in case need arises in this regard.
2. To scrutinize the documents/invoices of material procurement and to get the mandatory testing of materials /items as per relevant specification /norms. To prepare various records such as MAS (material at site account), cement register, hindrance register, mandatory test register, steel register and other records required as per specifications/norms.

3. To give clarifications on contractor's queries pertaining to the interpretation of drawings/ design, specifications and other contractual matters.
4. Day to day supervision of the contractor's works to be in accordance with the drawings, specifications, scope etc as regards to quantity and quality.
5. Day to day monitoring of materials procured for works by the contractors, check for their conformity to meet the contractual requirements.
6. Ensure contractor's conformance to the set out construction procedures, safety norms and practices, statutory obligations, and every other obligation to be met by him under the contract for its proper fulfillment.
7. To submit the report of feasibility for sub letting of any part of the works/ assignment to NHIDCL and maintain regular correspondence with all the contractors in the project on all matters for achieving proper contract management practices.
8. Interpretation and evaluation of contractor's claims towards extra items of works and other contractual matters including forwarding the recommendations to NHIDCL.
9. Evaluation of the causes for delays in the completion of works if any, assign the reason, source of responsibility for the same including the quantum of such delays and forwarding the recommendations to NHIDCL in this regard. NHIDCL will not bound to accept the recommendation of consultant.
10. To make independent measurement and check all quantity measurement and calculations required for payment purpose, if required.
11. Evaluate the progress of the contractor's works with respect to the milestones set in the contract and submit report to NHIDCL in this regard.
12. Co-ordinate the activities of the various agencies in the project to ensure proper availability of scope and fronts to them in accordance with approved construction schedule.
13. Co-ordinate with the Design/DPR personnel in accordance with the construction schedule/contract.
14. To review the progress and decide on action plans as required including preparation of the minutes of meeting held in this regard.
15. Submit detailed monthly progress reports of the works of various agencies to NHIDCL including remarks on the same.

16. Assisting NHIDCL in respect of all matters concerning resolution of disputes between NHIDCL and the contractor, including partaking in such proceedings as and when called upon to do so.
17. Ensure and check the “As built” drawings submitted by the contractors for their correctness and accuracy.
18. Assist NHIDCL in providing clarifications/explanations to observations made, from time to time by the auditors.
19. Direct the contractors to carry out all such works or to do all such things as may be necessary in his opinion to avoid or reduce the risk in case of any emergency affecting the safety of life or of the works or of adjoining property and to advise NHIDCL thereof as soon thereafter as is reasonably practicable.
20. Maintenance of project diary containing all the details/events pertaining to the administration of the contract, requests forms and orders given to the contractors and any other information which may at a later date be of assistance in resolving queries / disputes which may arise then.
21. Submission of cash flow statement to NHIDCL based on the agreed construction schedule and progress of works.
22. Complete construction management services includes day-to-day supervision, management of overall and intermediate scheduled, weekly, monthly meetings, physical inspection, day-to-day approvals and certification of invoices.
23. To carry out testing of materials and completed item as per requirement of the specification in the field lab which will be provided by the contractor during the execution of work and submit report to NHIDCL in this regard. To do sampling of material/ completed items etc., for testing the same from the lab other than field lab as and when required. To collect such testing reports timely and to submit to NHIDCL well in time.
24. After checking the monthly abstract bill for project on EPC basis, the Supervision Consultant will submit the same to NHIDCL along with statements and test reports as per contractual provisions with following details:-
 - a) Safety and Environment aspects are being followed by the contractor as per contractual conditions and have been scrutinized by Consultant.
 - b) The entire technical requirement i.e., technical tests have been got completed and quality of work is according to specifications given in the Contract Agreement.

- c) The progressive expenditure of the instant bill is within the contractual amount.
- d) Test results/reports are as per specifications.
- e) Contract Labour Act and Rules as per Contract are strictly followed by the contractor and there is no labour dispute at site.
- f) The contractor has accepted the bill.

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

1. 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 pre-feasibility 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 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

- (a) The consultants are being shortlisted for initial period of 2 years which may be increased by 1 more year on mutual consent basis.
- (b) Separate orders for preparation of Pre-Feasibility Report, Detailed Project Report and carrying out supervision work for each Bus Port project will be issued.
- (c) Once a consultant is given a task/assignment for a particular Bus Port, the consultant has to carry out services till completion of construction as well as during O&M period.
- (d) Time period envisaged for the study of each Bus Port project are as follows:
 - (i) Pre-feasibility study: 1 Month from the date of issuance of letter.
 - (ii) Preparation of Detailed Project Report: 3 Months from the date of issuance of written instructions. (Alternate conceptual Plan Report to be submitted within 45 days from the date of issuance of written instructions)
 - (iii) Supervision: Construction time period i.e. 24 months from commencement date. [O&M period : 2 years after COD].
- (e) The final reports, drawings and documentation shall be completed within this time schedule.
- (f) NHIDCL shall arrange to give approval on all sketches, drawings, reports and recommendations and other matters and proposals submitted for decision by the Consultant in such reasonable time so as not to delay or disrupt the performance of the Consultant's services.

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 as per client's assessment.
- (c) All the key personnel mentioned will be evaluated at the time of evaluation of technical proposal. Consultants are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria as mentioned in Data sheet. The bio-data of the key personnel should be signed on every sheet by the personnel concerned and the last sheet of each bio-data should also be signed by the authorized signatory of the Consultants.
- (d) The Consultants shall establish an office at New Delhi 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 each of the Bus Port project.
- 8.2 Project preparation activities will be split into four phases as brought out below.

Phase 1 : Pre-feasibility Report

Phase 2a: Alternate conceptual Plan Report

Phase 2b: Detailed Project Report (DPR)

Phase 3 : Preparation of Bid Documents

- 9.3 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 para 10 pertaining to Reports and Documents for becoming eligible for payment for any part of the next Phase.
- 9.4 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 III. 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.
- 9.5 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.

10 Interaction with NHIDCL

1. During entire period of services, the Consultant shall interact continuously with NHIDCL 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.
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.
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.
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.

11 Payment Schedule

The Consultant will be paid consultancy fee as a percentage of the contract values as per the schedule given in the Draft Contract Agreement.

13. 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

MANNING SCHEDULE

(A) For Pre-Feasibility and DPR work:

Sl. No.	Key Personnel
1	Team Leader- Urban Transport Expert
2	Sr. Urban Transport Planner
3	Architect
4	Structural Engineer
5	Land Use Planning Expert
6	Geotechnical Engineer
7	Financial Expert

(B) For Supervision work:

Sl. No.	Key Personnel	Total Time Period (Man months)
1	Team Leader	30
2	Sr. Construction Engineer	48
3	Sr. Electrical Engineer	8
4	Surveyor	48
5	Field Engineer (Civil)	48
6	Field Engineer (Electrical)	12

Enclosure-II

Qualification and Experience Requirement of Key Personnel for Pre-Feasibility and DPR preparation work

Team Leader - Urban Transport Expert

i)	Educational Qualification	
	Essential	Post Graduation in Transport Planning/Urban Planning/Transport Engineering
	Desirable	Phd. in relevant field of Transport Planning
ii)	Essential Experience	
	a)Total Professional Experience	Min. 20 years
	b) Experience in preparation of Pre-Feasibility/DPR	Min. 10 years in preparation of Pre-feasibility/DPR in Capacity Building works of Urban Transport/Comprehensive Mobility Plan or other similar works/ / Preparation of Master Plans,etc
	c) Experience in similar nature of work	Min 10 years in preparation of Pre-Feasibility/DPR and Execution of Urban Transport projects
iii)	Age Limit	70 years on the date of submission of proposal

Enclosure-II (contd.)

QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL

Sr. Urban Transport Planner

i)	Educational Qualification	
	Essential	Graduation in Civil Engineering/Architecture or equivalent
	Desirable	Post Graduation in Transport Planning/Urban Planning/Transport Engineering or equivalent
ii)	Experience	
	a) Total Professional Experience	Min. 15 years
	b) Experience in Urban Planning	Min 8 yrs experience in Urban Transport Planning projects, preparation of City Mobility Plans, Traffic Management Plan and conducting Policy Studies, Parking Studies, Public Transport Studies such as Integrated Transit Corridors Planning, Integrated Transit Terminals, Mass Transit system, etc.
	c) Experience in similar nature of work	Min 5 years in preparation of Pre-Feasibility/DPR and Execution of Urban Transport projects
iii)	Age Limit	70 years on the date of submission of Proposal

Enclosure-II(contd.)

QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL

Architect

i)	Educational Qualification	
	Essential	Graduation in Architecture or equivalent from a recognized University or institution
	Desirable	Post Graduation in Urban Planning/Transport or equivalent from a recognized University or institution
ii)	Essential Experience	
	a)Total Professional Experience	Min 15 years
	b) Experience in Civil Engineering works	Min. 8 years in projects related to Urban Transport Planning projects, preparation of City Mobility Plans, Public Transport Studies such as Integrated Transit Corridors Planning, Integrated Transit Terminals, Mass Transit system, etc.
	c) Experience in similar nature of work	Min 5 years in preparation of Pre-Feasibility/DPR and Execution of Urban Transport projects.
iii)	Age Limit	70 years on the date of submission of Proposal

Enclosure-II(contd.)

QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL

Structural Engineer

i)	Educational Qualification	
	Essential	Graduation in Civil Engineering or equivalent from a recognized University or institution
	Desirable	Post Graduation in Structural Engineering or equivalent from a recognized University or institution
ii)	Essential Experience	
	a) Total Professional Experience	Min. 15 years
	b) Experience in Structural Design	Min. 8 years experience in structural design of infrastructure projects
	c) Experience in similar nature of work	Min 5 years in preparation of Pre-Feasibility/DPR and Execution of Urban Transport projects.
iii)	Age Limit	70 years on the date of submission of Proposal

Enclosure-II(contd.)

QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL

Land Use Planning Specialist

i)	Educational Qualification	
	Essential	Graduation in Civil Engineering / Architecture or equivalent from a recognized University or institution
	Desirable	Post Graduate degree in land use planning/ regional planning/ agricultural planning or equivalent.
ii)	Essential Experience	
	a) Total Professional Experience	Min. 10 years
	b) Experience in Land use & Planning	Min. 5 years on land use and planning.
	c) Experience in similar nature of work	Min 5 years in preparation of Pre-Feasibility/DPR and Execution of Urban Transport projects.
iii)	Age Limit	70 years on the date of submission of Proposal

Enclosure-II(contd.)

QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL

Geotechnical Engineer

i)	Educational Qualification	
	Essential	Graduate in Civil Engineering or equivalent from a recognized university or institution
	Desirable	Post Graduate in Geotechnical Engineering or equivalent from a recognized university or institution
ii)	Essential Experience	
	a) Total Professional Experience	Min. 10 years
	b) Experience in Pre-Feasibility study and preparation of DPR for Urban Transport projects	Min. 8 years as a Geotechnical Engineer in infrastructure Projects
	c) Experience in similar capacity	Min 5 years in preparation of Pre-Feasibility/DPR or Execution of Urban Transport projects.
iii)	Age Limit	70 years on the date of submission of proposal

Enclosure-II (contd.)

QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL

Financial Expert

i)	Educational Qualification	
	Essential	Chartered Accountant / ICWA/ MBA (Finance) from a recognized university or equivalent
ii)	Essential Experience	
	a) Total Professional Experience	Min. 8 years
	b) Experience in Urban Transport Projects	Min. 5 years
	c) Experience in similar nature of work	Experience in providing consultancy services for works on BOT/HAM basis of project cost of atleast Rs 100 crore.
iii)	Age Limit	70 years on the date of submission of proposal

Qualification and Experience Requirement of Key Personnel for Supervision work

Team Leader

i)	Educational Qualification	
	Essential	Graduation in Civil Engineering from a recognized university.
ii)	Essential Experience	
	a) Total Professional Experience	Professional Experience of 15 years in managing high valued infrastructure project contracts conversant with billing, Supervision, Quality control, construction management encompassing civil, sanitary & plumbing, mechanical and electrical, fire fighting, drainage, roads and other allied works.
iii)	Age Limit	65 years on the date of submission of proposal
iv)	Period of Deployment	30 months

Duties: The Team Leader will reside at project site throughout the period of construction supervision services. He shall act as representative of the consulting firm appointed by the Authority. His duties will involve overall responsibility for supervision and administration of the project. He will ensure that the construction works are carried out in accordance with Contract Agreement and to the proper requirements of the client. He will prepare and submit monthly progress reports and monthly certificates of payment if required. He will review and evaluate with the client about progress, quality, cost and safety of works.

He will schedule the duties of his staff according to requirements of construction programme and organize and control effectively all the project supervisory staff for supervision of construction works. He will be responsible for measuring all quantities and works, for keeping records of all measurements, preparing quantity calculations and payment certificates to ensure that the contractor is paid in accordance with the contract in respect of aforesaid works.

Qualification and Experience Requirement of Key Personnel for Supervision work

Sr. Construction Engineer

i)	Educational Qualification	
	Essential	Graduation in Civil Engineering from a recognized university.
ii)	Essential Experience	
	a) Total Professional Experience	Professional Experience of 10 years in managing high valued infrastructure project contracts conversant with billing, Supervision, Quality control, construction management encompassing civil, sanitary & plumbing, mechanical and electrical, fire fighting, drainage, roads and other allied works.
iii)	Age Limit	65 years on the date of submission of proposal
iv)	Period of Deployment	48 months

Duties: The Senior Construction Engineer will be responsible for measuring all quantities and works, for keeping records of all measurements, preparing quantity calculations and payment certificates if required.

Qualification and Experience Requirement of Key Personnel for Supervision work

Sr. Electrical Engineer

i)	Educational Qualification	
	Essential	Graduation in Electrical Engineering from a recognized university.
ii)	Essential Experience	
	a) Total Professional Experience	Min. 10 years of experience in multi-disciplinary construction works as an Electrical Engineer requiring coordination with other disciplines.
iii)	Age Limit	65 years on the date of submission of proposal
iv)	Period of Deployment	8 months

Duties: The main responsibilities of the Sr. Electrical Engineer shall include designing, testing, installing and maintaining electrical systems that transmit and generate power. He shall supervise the electricians in handling all the electrical works considering the safety and quality requirements. He shall also read and study the electrical plans being implemented in the site. He shall supervise the implementation of the electrical system design and coordinate with the Sr. Construction Engineer, for smooth functioning of the construction work.

Qualification and Experience Requirement of Key Personnel for Supervision work

Surveyor

i)	Educational Qualification	
	Essential	Graduation in Surveying/ Civil Engineering OR Diploma in Civil Engineering/Surveying from a recognized university.
ii)	Essential Experience	
	a) Total Professional Experience	Min. 5 years of experience in Civil Engineering construction works.
iii)	Age Limit	65 years on the date of submission of proposal
iv)	Period of Deployment	48 months

Duties: The Surveyor will be responsible for preparing and maintaining sketches, maps, reports, and legal descriptions of surveys in order to describe, certify, and assume liability for work performed. He shall also verify the accuracy of survey data, including measurements and calculations conducted at survey sites, survey details, etc.

Qualification and Experience Requirement of Key Personnel for Supervision work

Field Engineer (Civil)

i)	Educational Qualification	
	Essential	Diploma in Civil OR Graduation in Civil Engineering from a recognized university.
ii)	Essential Experience	
	a) Total Professional Experience	Min. 3 years of experience of professional experience being conversant with survey equipments; checking layout of tall building structure, supervision and quality checking of building works, measurement of works executed in respect of similar buildings.
iii)	Age Limit	35 years on the date of submission of proposal
iv)	Period of Deployment	48 months

Duties: Field Engineer will be responsible for day to day supervision of works taking records of works executed, checking quality and specification of materials and works, checking layouts and dimensions and assisting all the Senior Engineers of the Project and will be under control of the Sr. Construction Engineer.

Qualification and Experience Requirement of Key Personnel for Supervision work

Field Engineer (Electrical)

i)	Educational Qualification	
	Essential	Diploma in Electrical Engineering OR Graduation in Electrical Engineering from a recognized university.
ii)	Essential Experience	
	a) Total Professional Experience	Min. 3 years of experience of professional experience being conversant with electrical engineering works which will provided in the building project of this kind. Experience of Fire Fighting, air handling, air conditioning and telecommunication works will be preferred.
iii)	Age Limit	35 years on the date of submission of proposal
iv)	Period of Deployment	12 months

Duties: Field Engineer will be responsible for day to day supervision of works, taking record of works executed and checking quality and specification of materials and works, checking layouts and dimensions and assisting all the Senior Engineers of the Project and will be under control of the Sr. Construction Engineer and Sr. Electrical Engineer respectively.

Enclosure-III

SCHEDULE OF SUBMISSION OF REPORTS AND DOCUMENTS

S.No	Item	No. of hard copies	Time Period in days
1	Submission of Pre-feasibility Report	4	30 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
5	Submission of Final Bid Documents	5	15 days after submission of Draft Bid Documents incorporating compliance of comments of Client

APPENDIX-II

Form-B1

Letter of Proposal (On Applicant's letter head)

(Date and Reference)

To

Sub: *Project Management Consultancy for preparation of Pre-feasibility Report, DPR and carrying out Supervision work for Development of Self-Sustainable Bus Port at various States/UTs throughout the country.*

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 in accordance with Clause 1.7 of the RFP document.
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 Proof of Eligibility and Technical proposal are being submitted in separate covers in hard copy and they are being submitted online also. Financial Proposal is being submitted online only. This Proof of Eligibility read with Technical Proposal and Financial Proposal shall constitute the Application which shall be binding on us.
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
Form-B2

FIRM'S REFERENCES

**Relevant Services Carried out in the Last Ten Years (2009-10 onwards) Which
Best Illustrate Qualifications**

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

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

Signature of Authorized Representative

(Certificate from Employer regarding experience should be furnished)

APPENDIX-II
Form- B3

Financial Capacity of the Applicant

Name of Applicant:

S.No.	Financial Year	Annual Revenue (Rs)
1	2018-19	
2	2017-18	
3	2016-17	
4	2015-16	
5	2014-15	

Certificate from the Statutory Auditor[§]

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

Name of the audit firm Seal of the audit firm Date

(Signature, name and designation of the authorized signatory)

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

Note:

Please do not attach any printed Annual Financial Statement.

APPENDIX-II
Form- B4

BANK GUARANTEE FORMAT FOR BID SECURITY

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

Ref.: Tender No. _____, dated _____

Bank Guarantee: Date:

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

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

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or
2. If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity,
 - a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - b. fails or refuses to furnish the Performance Security, in accordance with the letter of invitation, we undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions. This Guarantee will remain in force up to and including the date 150 (one hundred and fifty) days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is

hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

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

5. 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.

6. 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 Beneficiary	
2.	Name of Bank	
3.	Account No.	
4.	IFSC Code	

DATE _____

SIGNATURE OF THE BANK _____ SEAL OF THE BANK _____

SIGNATURE OF THE WITNESS _____

Name and Address of the Witness _____

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

Signature

Full Name

Designation

Address

(Authorized Representative)

**APPENDIX-II
Form- B5**

COMMENTS OF CONSULTANT ON THE TERMS OF REFERENCE

1.

2.

3.

4.

5.

....

....

**Appendix-II
Form- B6**

PROPOSED APPROACH AND METHODOLOGY FOR PERFORMING THE ASSIGNMENT

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

- 1) Methodology for services, surveying, data collection [not more than 2 pages] and analysis
- 2) Revenue Generation Model [not more than 1 page]

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Appendix-II
Form- B7

Format of Curriculum Vitae (CV) For Proposed Key Staff

Photo

1. Proposed Position:
2. Name of Staff:
3. Date of Birth: (Please furnish proof of age)
4. Nationality:
5. Educational Qualification:

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained).
(Please furnish proof of qualification)
Contact Address with Phone and mobile numbers:
6. Membership of Professional Societies:
7. Publication:
(List of details of major technical reports/papers published in recognized national and international journals).
8. **Employment Record:**
(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience ***period of specific assignment must be clearly mentioned***, also give client references, where appropriate).
9. Summary of the CV
(Furnish a summary of the above CV. The information in the summary shall be precise

and accurate. The information in the summary will have bearing on the evaluation of the CV).

A) Education:

- i) Field of graduation, post-graduation and year
- ii) Field of Phd. and year
- iii) Any other specific qualification

B) Experience

- i) Total experience : _____ Yrs.
- ii) Responsibilities held: a) _____ Yrs.
b) _____ Yrs.
c) _____ Yrs.
- iii) Relevant experience: _____ Yrs.

C) Permanent Employment with the firm: Yrs. If yes, how many years:
If no, what is the employment: Arrangement with the firm?

Certification:

- 1 *I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of this assignment on the project.*
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this biodata correctly describes myself my qualification and my experience.

Signature of the Candidate _____

Place _____

Date _____

Signature of the Authorized Representative of the firm _____

Place _____

Date _____

Note: Each page of the CV shall be signed in ink by both the staff member and the Authorized representative of the firm. Photocopies will not be considered for evaluation.

**Appendix-II
Form- B7 (contd.)**

UNDERTAKING FROM THE PROFESSIONAL

I, (Name and Address) have not left any assignment with the consultants engaged by Central government or any of its agencies without completing my assignment. I will be available for the entire duration of 2 years for Bus Port project. If, I leave this assignment in the middle of the completion of the work, I may be debarred for an appropriate period to be decided by NHIDCL. I have also no objection if my services are extended by NHIDCL for this work in future.

Appendix-II
Form- B7 (contd.)

UNDERTAKING FROM CONSULTING FIRM

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

Appendix-III

FORMATS FOR FINANCIAL PROPOSAL

<div>Validate</div> <div>Print</div> <div>Help</div>							
Tender Inviting Authority: NHIDCL							
Name of work: Project Management Consultancy for preparation of Pre-feasibility Report, DPR and carrying out Supervision work for Development of Self-Sustainable Bus Port at various States/UTs throughout the country.							
BOQ Contract No: NHIDCL/Bus Port/PMC/2019							
Bidder Name :							
<p align="center"><u>PRICE SCHEDULE</u></p> <p align="center">(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p>							
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 Rs. P	TOTAL AMOUNT Without GST	TOTAL AMOUNT In Words
1	2	4	5	12	13	54	55
1.01	Project Management Consultancy for preparation of Pre-feasibility Report, DPR and carrying out Supervision work for Development of Self-Sustainable Bus Port at various States/UTs throughout the country for Bus Port of Category B of Size 10 Acres to 25 Acres	1.000	Lumpsum	INR		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words	INR Zero Only						

Appendix-IV

DETAILED EVALUATION CRITERIA

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

Eligibility criteria for sole applicant firm.

The sole applicant firm shall satisfy the following criteria:

- A. A Firm applying for the project should have Experience of
 - (a) Completing Pre-feasibility studies/DPR of two Urban transport planning works (including Bus Port works) costing not less than Rs. 15 Lakh.
 - (b) Completing Pre-feasibility studies/DPR of two Capacity Building works in the area of urban transport & planning costing not less than Rs. 15 lakh.
 - (c) Completing two Project Management Service works in the area of urban transport & planning costing not less than Rs. 15 lakh.
- B. Annual Average Turn Over for the last 5 years {In cases where, Audited/Certified copy of Balance Sheet for the FY 2018-19 is available, last five years shall be counted from 2013-14 to 2018-19. However, where audited/certified copy of the Balance Sheet for the 2018-19 is not available (as certified by the Statutory auditor) then in such cases last five years shall be considered from 2012-13 to 2017-18} of the firm from Consultancy services should be equal to more than Rs 10 crore.

Eligibility criteria for Lead Partner/Other Partner in case of JV.

In case of JV, the Lead Partner should fulfill at least two of the three criteria under para 1 (A) above and 75% of average annual turnover mentioned under para 1 (B). The other partner should fulfil atleast one criteria under para 1 (A) above and 50% of average annual turnover mentioned under para 1 (B). However, the Joint Venture should fulfil all the criteria under para 1 above jointly.

Note: (i) Weightage to be given when experience by a Firm as Sole Firm/Lead Partner in a JV/Other Partner in a JV/As Associate

No.	Status of the firm in carrying out DPR/ Feasibility Study	Weightage for experience
1	Sole firm	100%
2	Lead partner in a JV	75%
3	Other partner in a JV	50 %
4	As Associate	25%

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

2.1. Firm's Relevant Experience

S.No	Description	Maximum Points	Sub-Points
1	Preparation of Feasibility Report / DPR of Bus Port or Mass Transit System	15	
1.1	One Project		10
1.2	Two Projects		12.5
1.3	Three or more Projects		15
2	Preparation of comprehensive mobility plan for an urban area with population of more than 10 Lakh	10	
2.1	One Project		5
2.2	Two Projects		7.5
2.3	Three or more Projects		10
3	Preparation of Pre-feasibility studies/DPR of two Capacity Building works in the area of urban transport & planning costing not less than Rs. 15 lakh.	10	
3.1	Two Projects		5
3.2	Three Projects		7.5
3.3	Four or more projects		10
4	Project Management Service works in the area of urban transport & planning costing not less than Rs. 15 lakh	10	
4.1	Two Projects		5
4.2	Three Projects		7.5
4.3	Four & more Projects		10
5	Preparation of Urban Development Plan at City/Local area level	5	
5.1	One project		3
5.2	Two projects		4

5.3	Three or more projects		5
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Note: (i) Weightage to be given when experience by a Firm as Sole Firm/Lead Partner in a JV/Other Partner in a JV/As Associate

No.	Status of the firm in carrying out DPR/ Feasibility Study	Weightage for experience
1	Sole firm	100 %
2	Lead partner in a JV	75%
3	Other partner in a JV	50 %
4	As Associate	25%

2. 2. Adequacy of the proposed work plan and methodology in responding to the TOR

S.No	Description	Points
1	Comments on TOR	2
2	Approach and Methodology	3
	Total	5

**Qualification and Competence of the Key Staff for adequacy of the Assignment.
(Para 12.2 of Data Sheet and Enclosure II of TOR)**

TEAM LEADER : Urban Transport Expert

S. No.	Description	Max. Points
I	General Qualification	25
i)	Post Graduation in Transport Planning/Urban Planning/Transport	20
ii)	Phd. in relevant field of Transport Planning	5
II	Relevant Experience & Adequacy for the Project	65
a)	Total Professional Experience	20
	<20 years	0
	20-25 years	16
	>25-28 years	18
	>28 years	20
(b)	Experience in preparation of Pre-Feasibility/DPR : Experience in preparation of Pre-feasibility/DPR in Capacity Building works of Urban Transport/Comprehensive Mobility Plan or other similar works/ / Preparation of Master Plans, etc	20
	<10 years	0
	10-15 years	16
	>15-20 years	18
	>20 years	20
(c)	Experience in similar nature of work : Preparation of Pre-Feasibility/DPR and Execution of Urban Transport projects	25
	<10 years	0
	10-12 years	20
	>12-15 years	22
	>15 years	25
III	Employment with Firm	10
	Less than 1 Year	0
	1-2 years	5
	more than 2 years	10
	Total	100

SENIOR URBAN TRANSPORT PLANNER

S. No.	Description	Max. Points
I	General Qualification	25
i)	Graduation in Civil Engineering/ Architecture or equivalent	20
ii)	Post Graduation in Transport Planning/Urban Planning/Transport Engineering or equivalent	5
II	Relevant Experience & Adequacy for the Project	65
a)	Total Professional Experience	20
	<15 years	0
	15-20 years	16
	>20 -25years	18
	>25 years	20
(b)	Experience in Urban Transport Planning projects, preparation of City Mobility Plans, Traffic Management Plan and conducting Policy Studies, Parking Studies, Public Transport Studies such as Integrated Transit Corridors Planning, Integrated Transit Terminals, Mass Transit system,	20
	<8 years	0
	8-12 years	16
	>12-15 years	18
	>15 years	20
c)	Experience in Similar Nature of work: Experience in preparation of Pre-Feasibility/DPR and Execution of Urban Transport projects	25
	<2 projects	0
	2-4 projects	20
	>4-6 projects	22
	> 6 projects	25
III	Employment with Firm	10
	Less than 1 Year	0
	1-2 years	5
	more than 2 years	10
	Total	100

ARCHITECT

S. No.	Description	Max. Points
I	General Qualification	25
i)	Graduation in Architecture or equivalent from a recognized University or institution	20
ii)	Post Graduation in Planning/Transport or equivalent from a recognized University or institution	5
II	Relevant Experience & Adequacy for the Project	65
a)	Total Professional Experience	20
	<15 years	0
	15-20 years	16
	>20 -25years	18
	>25 years	20
b)	Experience in Civil Engineering works: Experience in projects related to Urban Transport Planning projects, preparation of City Mobility Plans, Public Transport Studies such as Integrated Transit Corridors Planning, Integrated Transit Terminals, Mass Transit system, etc.	20
	<8 years	0
	8-12 years	16
	>12-15 years	18
	>15 years	20
c)	Experience as similar nature of work: Experience in preparation of Pre-Feasibility/DPR and Execution of Urban Transport projects.	25
	<2 projects	0
	2-4 projects	20
	>4-6 projects	22
	> 6 projects	25
III	Employment with Firm	10
	Less than 1 Year	0
	1-2 years	5
	more than 2 years	10
	Total	100

STRUCTURAL ENGINEER

S. No.	Description	Max. Points
I	General Qualification	25
i)	Graduation in Civil Engineering or equivalent from a recognized University or institution	20
ii)	Post Graduation in Structural Engineering or equivalent from a recognized University or institution	5
II	Relevant Experience & Adequacy for the Project	65
a)	Total Professional Experience	20
	<10 years	0
	10-15 years	16
	>15-20 years	18
	>25 years	20
b)	Experience in Structural Design: Experience in structural design of infrastructure projects	20
	<8 years	0
	8-12 years	16
	>12-15 years	18
	>15 years	20
c)	Experience as similar nature of work: Experience in preparation of Pre-Feasibility/DPR and Execution of Urban Transport projects.	25
	<2 projects	0
	2-4 projects	20
	>4-6 projects	22
	> 6 projects	25
III	Employment with Firm	10
	Less than 1 Year	0
	1-2 years	5
	more than 2 years	10
	Total	100

LAND USE PLANNING SPECIALIST

S. No.	Description	Max. Points
I	General Qualification	25
i)	Graduation in Civil Engineering / Architecture or equivalent from a recognized University or institution	20
ii)	Post Graduate degree in land use planning/ regional planning/ agricultural planning or equivalent.	5
II	Relevant Experience & Adequacy for the Project	65
a)	Total Professional Experience	20
	<10 years	0
	10-15 years	16
	>15-20 years	18
	>25 years	20
b)	Experience in Land use & Planning	20
	<5 years	0
	5-8 years	16
	>8-10 years	18
	>10 years	20
c)	Experience as similar nature of work: Experience in preparation of Pre-Feasibility/DPR and Execution of Urban Transport projects.	25
	<2 projects	0
	2-4 projects	20
	>4-6 projects	22
	> 6 projects	25
III	Employment with Firm	10
	Less than 1 Year	0
	1-2 years	5
	more than 2 years	10
	Total	100

GEOTECHNICAL ENGINEER

S. No.	Description	Max. Points
I	General Qualification	25
i)	Graduate in Civil Engineering or equivalent from a recognized university	20
ii)	Post Graduate in Geotechnical Engineering or equivalent from a recognized university or institution	5
II	Relevant Experience & Adequacy for the Project	65
a)	Total Professional Experience	20
	<10 years	0
	10-12 years	16
	>12-15 years	18
	>15 years	20
b)	Experience in Pre-Feasibility study and preparation of DPR for Urban Transport projects: Experience as a Geotechnical Engineer in infrastructure Projects	20
	<8 years	0
	8-10 years	16
	>10-12 years	18
	>12 years	20
c)	Experience as similar nature of work: Experience in preparation of Pre-Feasibility/DPR or Execution of Urban Transport projects.	25
	<2 projects	0
	2-4 projects	20
	>4-6 projects	22
	> 6 projects	25
III	Employment with Firm	10
	Less than 1 Year	0
	1-2 years	5
	more than 2 years	10
	Total	100

FINANCIAL SPECIALIST

S. No.	Description	Max. Points
I	General Qualification	25
i)	Chartered Accountant / ICWA/ MBA (Finance) from a recognized university	25
II	Relevant Experience & Adequacy for the Project	65
a)	Total Professional Experience	20
	<8 years	0
	8-12 years	16
	>12-15 years	18
	>15 years	20
b)	Experience in Urban Transport Projects	20
	<5 years	0
	5-8 years	16
	>8-10 years	18
	>10 years	20
c)	Experience as similar nature of work: Experience in providing consultancy services for works on BOT/HAM basis of project cost of atleast Rs 100 crore.	25
	<2 projects	0
	2-4 projects	20
	>4-6 projects	22
	> 6 projects	25
III	Employment with Firm	10
	Less than 1 Year	0
	1-2 years	5
	more than 2 years	10
	Total	100

Appendix-V

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

**Project Management Consultancy for preparation of Pre-feasibility Report, DPR
and carrying out Supervision work for Development of Self-Sustainable Bus Port at
various States/UTs throughout the country.**

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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

Project Management Consultancy for preparation of Pre-feasibility Report, DPR and carrying out Supervision work for Development of Self-Sustainable Bus Port at various States/UTs throughout the country.

This CONTRACT (hereinafter called the "Contract") is made on the ----- day of the month of -----2019 , between, on the one hand, NHIDCL (hereinafter called the "Client") and,
on the other hand, M/s ----- in JV with -----
and in Association with ----- (hereinafter called the "Consultants").

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

Witness

1. Signature Name
Address

By
Authorized Representative

2. Signature Name
Address

FOR AND ON BEHALF OF
(Consultant)

Witness

1. Signature Name
Address

By
Authorised Representative

2. Signature
Name Address

GENERAL CONDITIONS OF CONTRACT

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 any Sub consultant as employees and assigned to the performance of the Services or any part thereof; “foreign Personnel” means such persons who at the time of being so hired had their domicile outside India; and “local Personnel” means such persons who at the time of being so hired had their domicile inside India;
- (j) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- (k) “Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix A

hereto;

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

1.2 Relation between the Parties

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

1.3 Governing Law and Jurisdiction

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

1.4 Language

This Contract has been executed in 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 various locations throughout the country. For each assignment of Bus Port, separate instructions/ orders will be issued with details of location specified.

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

2.3 Commencement of Services

The Consultants shall begin carrying out the Services for each Bus Port project after seven days of receipt 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 7.2 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,

(ii) 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) for 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 the carrying out of the Services of each of the Consultants' Key Professional / Sub Professional Personnel are described in Appendix B.

- (b) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated cost may be increased by agreement in writing between the Client and the Consultants.

4.3 Approval of Personnel

(a) For Pre - Feasibility and DPR work:

The Key Personnel and Sub consultants listed by title as well as by name in Appendix B 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.

(b) For Supervision work:

The consultant has to submit biographical data of the key personnel to be deployed for a particular Bus Port project satisfying the contractual requirement for review and approval. 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 is 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.

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. For the payment purpose, each Bus Port will be categorized into one of the three categories detailed below based on the area of the Bus Port:

Bus Port Category	Area	Cost of services
Category A	More than 25 acres	1.25 times of quoted price for Category B Bus Port
Category B	10 acres to 25 acres	Quoted and accepted price
Category C	Less than 10 acres	0.75 times of the quoted price for the Category B Bus Port

6. PAYMENT TO THE CONSULTANTS

6.1 Cost Estimates ; Ceiling Amount

- (a) The consultant shall be issued separate work order for each Bus Port project for carrying out the services clearly mentioning the cost of the Services 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 for each Bus Port project shall not exceed the ceiling amount specified in the work order.
- (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.

6.2 Currency of Payment

- (a) The payment shall be made in Indian Rupees.

6.3 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:-

- (a) No advance payment will be made under this contract.
- (b) **Payment Schedule**

The Consultant will be paid stage-wise as a percentage of the work order value for each Bus Port project as per the schedule given below:

S.No	Item	Payment as % of contract value
1	Submission of Pre-feasibility Report	10%
2	Submission of Alternative Conceptual Plan Report	10%
3	Submission of Draft DPR	10%
4	Approval of Final DPR	15%
5	Approval of Bid Documents	10%
6	Supervision Consultancy work (The payment on supervision consultancy work will be paid monthly on the basis of manpower deployment)	45%
7	Total:	100%

- (c) Deleted.

- (d) The Client shall cause the payment of the Consultants in Para 6.3 (b) above as given in payment schedule within thirty (30) days after the receipt of bills by the client.
- (e) The final payment for each Bus Port project 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.
- (f) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

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 10% 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 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.

- 7.3.3 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

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

Disputes shall be settled by arbitration in accordance with the following provisions:

(A) Selection of Arbitrators

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 9.2.1 (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.

(B) 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.

(C) 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.

(D) 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.

(E) 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,	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.

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, 3rd Floor, 4, Parliament Street, New Delhi-110001

Contact: 011-23461684

E-mail: ashok.singh23@gov.in

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 (III)

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

Contact: 011-23461614

E-mail: sanjeev.malik@gov.in

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.

6.3 (f) The account is :

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

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

**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 for "***Project Management Consultancy for preparation of pre-feasibility Report, DPR and carrying out Supervision work for Development of self-sustainable Bus Port at various states/UTs throughout the country.***" 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 Beneficiary	
2.	Name of Bank	

3.	Account No.	
4.	IFSC Code	

(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

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 _