



Request for Proposal for Institutional Strengthening of NHIDCL

REQUEST FOR PROPOSAL (RFP)

December, 2018

**3rd Floor, PTI Building, 4 Parliament Street,
New Delhi - 110001**

INDEX

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**National Highways & Infrastructure Development Corporation
Ltd. (NHIDCL) (Ministry of Road Transport and Highways)
Government of India**

NOTICE INVITING TENDER (NIT)

1. Proposals are hereby invited from eligible Consultants to undertake a study for Institutional Strengthening of NHIDCL. The Letter of Invitation (LOI) and Terms of Reference (ToR) including Request for Proposal (RFP) is available online on e-tender portal [https:// eprocure.gov.in](https://eprocure.gov.in). The document can also be downloaded from NHIDCL website (www.nhidcl.com). Cost of the Document in the form of a Non-refundable document fee of Rs.5,000 (Rupees Five Thousand only) in the form of Demand Draft favoring '**National Highways & Infrastructure Development Corporation Ltd (NHIDCL)**' and payable at **New Delhi** must be furnished in a separate envelope while submitting the proposal.
2. Bid must be submitted online at e-tender portal <https:// eprocure.gov.in> on or before 11:00 AM on 07.02.2019.
3. A detailed Terms of Reference is annexed in Appendix 1.
4. The following schedule is to be followed for this assignment:

1.	Last date for receiving queries	14.01.2019 @ 1700 hrs
2.	Pre-Bid meeting	15.01.2019 @ 1500 hrs
3.	Authority response to queries latest by	21.01.2019
4.	Bid Due Date	07.02.2019@ 1100 hrs
5.	Opening of Technical Bids	08.02.2019 @ 1130 hrs

Yours sincerely,

Anup Purkayastha
General Manager (HR)
**National Highways & Infrastructure
Development Corporation Ltd.**
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4 Parliament Street,
New Delhi - 110001
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Website: www.nhidcl.com

**Letter of Invitation
(LOI)**

NHIDCL/Institutional Strengthening/2018

Dated: 24.12.2018

Dear Sir,

Sub: Consultancy Services for institutional strengthening of NHIDCL

1. Introduction

- 1.1 The National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) intends to undertake a study for institutional strengthening of the organization. NHIDCL invites proposal from eligible consultants for carrying out consultancy services as per details given in **Annexure-1**.
- 1.2 A brief description of the assignment and its objectives are given in the Appendix-I **“Terms of Reference”**.
- 1.3 NHIDCL invites Proposals (the **“Proposals”**) *through e-tender* (on-line bid submission) for selection of Technical Consultant (the **“Consultant”**). The consultant should have expertise in carrying out the similar kind of job. Consultants are here by invited to submit proposal in the manner as prescribed in the RFP document. Consultant shall submit **“proof of eligibility (Part-I)”** and **“Technical Proposal (Part-II)”** Financial proposals are only to be submitted online and no hard copy of the financial proposal should be submitted.
- 1.4 The Consultants may apply either as a sole firm or forming Joint Venture with other Consultants. **In case of Joint Venture, the maximum number of Joint Venture partners is limited to 2 including Associate partner, if any (i.e. one lead + JV or one Lead + one Associate partner)**. Any entity which has been barred by any Government agencies for the works of similar nature 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.
- 1.5 To obtain first-hand information on the assignment and on the local conditions, the consultants are encouraged to pay a visit to the client before submitting a proposal and attend a pre-proposal conference. They must fully inform themselves of local and site conditions and take them into account in preparing the proposal.
- 1.6 Financial Proposals will be opened only for the firms found to be eligible and scoring qualifying marks in accordance with Para 5 hereof. The consultancy services will be awarded to the highest ranking consultant on the basis of Quality and Cost.
- 1.7 Please note that (i) costs of preparing the proposal and of technically negotiating the contract, including visits to the Client, etc., are not reimbursable as a direct cost of the assignment; and (ii) Client is not bound to accept any of the proposals submitted and reserves the right to reject any or all proposals without assigning any reasons.
- 1.8 The proposals must be properly signed as detailed below:
 - 1.8.1 i. by the proprietor in case of a proprietary firm

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

1.8.2 In case of Joint Venture/Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100, signed by all firms to the joint venture 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 to be made to the JV can also be made to the account of the JV. 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 firm or forming Joint Venture with other consultants.

In case of Joint Venture, the maximum number of Joint Venture partners is limited to 2 including Associate partner, if any (i.e. one lead + JV or one Lead + one Associate partner). However, alternative proposals i.e. one as sole or in JV with other consultant and another in association / JV with any other consultant for the same project will be summarily rejected. In such cases, all the involved proposals shall be rejected.

1.9 Pre-proposal conference shall be held on the date, time and venue given in Data Sheet.

1.10 Bid Security

1.10.1 The applicant shall furnish as part of its Proposal, a Bid Security of Rs.5,00,000

(Rupees Five lakhs only) in the form of a Bank Guarantee in the prescribed format given at instruction to Consultants (Form IC-I) issued by one of the Nationalized/Scheduled Banks in India in favour of the Managing Director, 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. Demand Draft of Rs.5,00,000/- (Rupees Five lakhs only) can also be deposited as bid security. This Bid Security is returnable not later than 30 (thirty) days from the date of Opening of the Financial proposals except in case of the two highest ranked Applicants. Bid Security of the Selected Applicant and the Second ranked Team shall be returned, upon the Selected Applicant signing the Agreement. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India.

- 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 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 NHIDCL 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 NHIDCL in regard to RFP including the consideration and evaluation of the Proposal under the following conditions:
 - i. 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
 - ii. In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Para 6
 - iii. 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, by **DD.MM.2018 (upto 10.00 hrs)**. Any request for clarification in writing or by tele-fax/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: www.nhidcl.com and e-procurement portal <https://eprocure.gov.in>.
- 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 the NHIDCL website. The Client may at its discretion extend the deadline for the submission of proposals and the same shall also be uploaded on the NHIDCL website.

3. Preparation of Proposal

The proposal must be prepared in three parts, viz.,

Part1: Proof of Eligibility

Part 2: Technical Proposal

Part 3: Financial Proposal

3.1 Document in support of proof 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 proof of eligibility as per Formats given in Appendix-II:

- i. **Forwarding letter for Proof of Eligibility in the Form-E1.**
- ii. **Firm's relevant experience and performance for the last 5 years:** Project sheets in support of relevant experience as per Form-E2/T3 supported by the experience certificates from clients / government organizations / self-certification by MD of the firm, in support of experience as specified in data sheet for the project size and functional requirements preferably, in projects of similar nature as that of proposed project shall be submitted. Scope of services rendered by the firm should be clearly indicated in the certificate. The information given in Form E2/T3 shall also be considered as part of Technical Proposal and shall be evaluated accordingly. In case the project is confidential and / or the client name / client certificate cannot be provided, then a self-certification by MD of the firm / chartered account can be provided. The Consultants are advised to see carefully the evaluation criteria for Technical Proposal and submit the Project Sheets accordingly.
- iii. **Firm's turnover for the last 3 years:** A tabular statement as in Form E3 showing the turnover of the applicant firm(s) for the last three years beginning with the last financial year certified by the Statutory Auditor / Chartered account shall be submitted in support of the turnover.
- iv. **Document fee:** The fee for the document amounting to Rs. 5,000 (Rupees Five Thousand only) in the form of Demand Draft while submitting the bids.
- 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 E4 or Demand Draft of requisite value.
- 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 During preparation of the technical proposal, you must give particular attention to the following:

Total assignment period is as indicated in the enclosed Terms of Reference (TOR). You shall make your own assessment of support personnel both technical and administrative to undertake the assignment. Additional support and administrative staff may need to be provided for timely completion of the project within the total estimated cost. It is stressed that the time period for the assignment indicated in the TOR should be strictly adhered to.

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

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

Firm's references - Relevant Services carried out in the last five years as per Form-E2/T

3. This information submitted as part of Proof of Eligibility shall be evaluated and need not be submitted again as a part of the Technical proposal

Comments on Terms of Reference: limited to two A4 size pages in 1.5 space and 12 font (Form-T-2).

Proposed methodology for the execution of the services illustrated with bar charts of activities, including any change proposed in the methodology of services indicated in the TOR, and procedure for quality assurance: Maximum 4 pages (Form-T-4). This can be followed by slides providing more details on the understanding of context / objective, proposed methodology and proposed work plan.

The composition of the proposed Team and Task Assignment to individual personnel: Maximum three pages (Form-T-5).

CVs of Key Personnel in Form-T-6.

3.2.4 CVs of Key Persons:

- i. The CVs of the key personnel in the format as per Form T-6 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. If any information is found incorrect, at any stage, action including termination and debarment from future NHIDCL projects up to 2 years may be taken by NHIDCL on the personnel and the Firm.ii. 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 (except Project

Director). However if a firm with such key personnel is declared the “most preferred bidder” for a particular package , 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 75 % marks and above. If a proposed key personnel does not possess the minimum (essential) educational qualification as given at enclosure-II of TOR, Zero marks shall be assigned to such CV. The CV of the proposed Project Director should score at least 75 % 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.

iii. Key Personnel & Sub-key personnels is to include the following: -

I. Key Personnels

- a. Project Director
- b. Transportation Infrastructure Expert
- c. Organization Design Expert
- d. Project Manager

II. Sub- Key Personnels

Project Associates - 2 Nos.

The key personnel should be available from beginning of the project. **If same CV is submitted by two or more firms, zero marks shall be given for such CV for all the firms.**

iv. *The availability of key personnel must be ensured for the duration of the project as per proposed work programme. If a firm claims that 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 at the time of negotiation.***

- v. The age limit for key personnel is 65 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 must be furnished in the form Form T-7 that he/she will be available for entire duration of the project assignment and will not engage himself/herself in any other assignment during the currency of his/her assignment on the project. After the award of work, in case of non-availability of key personnel in spite of his/her declaration, he/she shall be debarred for a period of two years for all projects of NHIDCL.
- vii. Age limit for supporting staff to be deployed on project is 60 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. Deleted

- xi. 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. 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).
- xii. 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.
- xiii. 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 initialled 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. Digital signatures of key personnel are also acceptable.

3.2.5 Sub-professional staff

The consultant will have to engage the following sub-professionals: Project Associates
- 2 Nos.

3.2.6 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.), printing of documents, etc. This cost should be broken down into foreign and local costs. Your financial proposal should be prepared strictly using, the formats attached in **Appendix - IV**. Your financial proposal should clearly indicate the amount asked for by you without any assumptions of conditions attached to such amounts. Conditional offer or the proposal not furnished in the format attached in **Appendix-IV** 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.

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 NHIDCL and the Consultant themselves would be required to obtain foreign currency to the extent quoted and accepted by NHIDCL. Rate for foreign exchange for payment shall be at the rate established by RBI applicable at the time of making each payment installment on items involving actual transaction in foreign currency. No compensation done to fluctuation of currency exchange rate shall be made.

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

4 Submission of Proposals

- 4.1 The Applicants shall submit the proposal (Proof of Eligibility and Technical Proposal) in hard bound form with all pages numbered serially and by giving an index of submissions. Applications submitted in other forms like spiral bound form; loose form etc shall be rejected. Copies of Applications shall not be submitted and considered. Financial proposal is to be submitted separately. Financial proposals are only to be submitted online and no hard copy of the financial proposal should be submitted. The most preferred bidder (H-1) would be determined on the basis of Quality and Cost as mentioned in the RFP.
- 4.2 You must submit original proposal as indicated in the Data Sheet. “Proof of Eligibility” in original and hard bound should be enclosed in an envelope which should be marked as “Part-I- Proof of Eligibility”. Similarly, “Technical Proposal” in original and hard bound should be enclosed in an envelope which should be marked as “Part-II - Technical Proposal”. 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:

Consultancy Services for Institutional Strengthening of NHIDCL

Do not open, except in presence of the evaluation committee

- 4.2.1 This outer envelope will contain three separate envelopes. The first envelope containing “Proof of Eligibility” (which should be clearly marked), the second envelope containing “Technical Proposal” (which should be clearly marked) and the third envelope containing demand draft of Rs. 5,000/- (cost of RFP), Bid Security of required amount and validity as mentioned in the RFP.
- 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 Proof of Eligibility and Technical Proposal must be signed 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 signed by the person or persons signing the proposal.
- 4.4 Your completed Proof of eligibility and Technical proposal (in hard copy) must be delivered on or before the time and date at the address stated in Data Sheet. Proof of Eligibility, Technical Proposal and Financial Proposal shall have to be submitted online also on or before the time and date at the address 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 three-stage procedure will be adopted in evaluating the proposal. In the first stage- Proof of Eligibility, it will be examined as to whether:

- i. The proposal is accompanied by Document fee
- ii. The Proposal is accompanied by Bid Security of required value and of validity equal or more than the minimum required validity
- iii. The firms(s) have required experience
- iv) The firms(s) have required turnover
- v. The documents are properly signed by the authorized signatories and whether the proposal contains proper POA 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 Proof of Eligibility and the Technical Proposals of only those consultants shall be opened and evaluated further.

- 5.2 In the second stage the Technical proposal shall be evaluated as per the detailed evaluation criteria given in Data Sheet. A proposal securing 75 points shall be declared pass in the evaluation of Technical Proposal .**The technical proposal should score at least 75 points out of 100 to be considered for financial evaluation. The CV of the proposed Project Director should score at least 75 % 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 this project. For financial evaluation, total cost of financial proposal excluding GST shall be considered. GST shall be payable extra.

- 5.3.2 The evaluation committee will determine whether the financial proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then their cost will be considered as NIL but the consultant shall however be required to carry out such obligations without any compensation. In case, if client feels that the work cannot be carried out within overall cost of financial proposal, the proposal can be rejected. The client shall correct any computational errors and correct prices in various currencies to the single currency specified in Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the applicable law & applied to foreign components/ resident consultants.

- 5.3.3 The procedure as mentioned at Clauses 5.3.4, 5.4 and, 5.5 as mentioned below shall be followed for determining the “most preferred bidder (H-1 bidder)” for this project.
- 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 For a project, a Consultant having the maximum Combined score (S) shall be declared as the **most preferred bidder (H-1)**.

- 5.6 Deleted

6 Technical Negotiations

- 6.1 Prior to the expiration period of proposal validity, the Client will notify the most preferred Consultant/Bidder i.e. the highest ranking consultant in writing by registered letter, e-mail, or facsimile and invite him to negotiate the Contract technically.
- 6.2 Before the start of negotiations, the most preferred Consultant/Bidder (H-1) shall be asked to give justification for the cost quoted by them to the full satisfaction of NHIDCL. Each key personnel of the most preferred consultant shall be called for interview at the time of negotiation at the cost of consultant before the award of work.
- 6.3 Technical Negotiations normally take two to three days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of Negotiations.
- 6.4 Technical 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 financial proposal using proposed unit rates.
- 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 75% marks by a person of at least 75% score. No reduction in remuneration would be made on account of above change.**

The Client will not consider substitutions during contract negotiations except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The client will not consider substitutions during contract negotiations/ contract implementation except under exceptional circumstances. For the reason other than death/ extreme medical ground, where replacement is proposed by the Consultant due to non availability of the originally proposed key personnel or in cases where replacement has become necessary as a key personnel proposed by the Consultant has been found to be unsuitable for the project by NHIDCL during contract negotiations / contract implementation , the following shall apply (i) for total replacement upto 33% of key personnel, remuneration shall be reduced by 5% (ii) for total replacement between 33% to 50%, remuneration shall be reduced by 10% (iii) for total replacement beyond 50% and 66% remuneration shall be reduced by 15% (iv) for total replacement beyond 66% of the total key personnel, the Client may initiate action for debarment of such consultant for future projects of NHIDCL for a period of 6 months to 24 months. **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 from a Nationalized Bank, IDBI or ICICI/ICICI Bank/Foreign Bank/EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JVs for an amount equivalent to **10 %** of the total contract value to be received by him towards Performance Security valid for a period of **six months** beyond the date of completion of services. **The Bank Guarantee will be released by NHIDCL upon expiry of six months, provided satisfactory report by NHIDCL in this regard is issued.** 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 Consultant 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 2nd 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.

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

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

12. Confirmation

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

Thanking you.

Yours sincerely,

Anup Purkayastha
General Manager (HR)
National Highways & Infrastructure
Development Corporation Ltd.
New Delhi-110001

DATASHEET

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

1. **The Name of the Assignment and description of project as mentioned in Annex- I**
(Ref. Para 1.1)

2. **The name of the Client is:** Managing Director
National Highways & Infrastructure Development Corporation
Ltd.

3. **Duration of the Project:** 18 Months (6 Months for Phase-I & 12 Months for Phase-II)

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

Date: 15.01.2019
Time: 15:00 hrs
Venue: National Highways & Infrastructure Development Corporation Ltd.
4-Parliament Street, New Delhi
Ref. Para 1.9)

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

(Ref. Para 2.1)

6. **Bid Security: Rs.5,00,000** (Ref Para 1.10)

7. **Tax and Insurance** (Ref. Para 3.3.2)
 - (i). The Consultants and their personnel shall pay all taxes (including Goods & GST), custom duties, fees, levies and other impositions levied under the laws prevailing seven days before the last date of submission of the bids. The effects of any increase / decrease of any type of taxes levied by the Government shall be borne by the Client / Consultant, as appropriate.

 - (ii). Limitations of the Consultant's Liability towards the Client shall be limited to the contract value.

(iii). The risk and coverage shall be as per Clause 3.5 of Draft Contract Agreement.

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)
Anup Purkayastha,
General Manager (HR)
National Highways & Infrastructure Development Corporation Ltd.
3rd Floor, PTI Building,
4 Parliament Street,
New Delhi - 110001

The envelopes must be clearly marked:

- i. Original Proposal;
- ii. Documents in proof of eligibility and technical proposal as appropriate; and,
- iii. Do not open, except in presence of the evaluation committee on the outer envelope.
- iv. Consultancy No. : NHIDCL/Institutional Strengthening/2018
- v. Project Name: **Consultancy Services for institutional strengthening of NHIDCL**
- vi. Name and Address of Consultant

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

Date **07.02.2019**

Time **11.00hrs**

Address National Highways & Infrastructure
Development Corporation Ltd. (NHIDCL)
3rd Floor, PTI Building,
4 Parliament Street,
New Delhi - 110001
Tel: 011-23461615

(Ref. Para 4.4)

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

(Ref. Para 4.5)

12. Evaluation criteria: (Ref. Para 3 & 5)

12.1 First stage evaluation - eligibility requirement. (Ref. Para 3.1 & 5.1)

Table 1: Minimum Eligibility Requirements

S.No.	Minimum Eligibility Criteria	Requirement
1	<p>Technical Capacity: Experience of working in consultancy projects with a project value greater than INR 3 Crores for projects in India or USD 1 Million for projects executed outside India, in the last 5 years, on projects related to operations improvement / process improvement / growth strategy / technology deployment / implementation planning / project monitoring / organization design in Roads / Highways sector.</p> <p>The projects in the above mentioned clauses shall not include IT implementation / audit / taxation projects.</p>	Number of projects: 5
2	<p>Financial Capacity: Average annual turnover in India from consultancy services (excluding IT implementation / audit / taxation projects) for last 3 financial years i.e. 2015-16, 2016-2017 & 2017-18</p>	Average Annual Turnover in India for last 3 years: INR 100 Crores

1. The Consultant shall submit certificates for projects from the engaging government agency / client to prove technical capacity, which provide details of project description, project timelines, current status of implementation, approximate project value and role of consultant. In case the project is confidential and / or the client name / client certificate cannot be provided, then a self-certification by MD of the firm / chartered account can be provided.
2. If the project value is confidential, it is sufficient for the Consultant to indicate that the project value is above the cut-off indicated.
3. The Consultant shall submit a certificate from the statutory auditor / chartered account to prove financial capacity.
4. The sole applicant shall fulfil all the requirements given in Table-1.
In case of JV, the Lead Partner should fulfill at least 80% of all technical eligibility requirements and 100% for all the technical eligibility requirements as JV (along with member). Further, the Lead Partner should fulfill 100% of the financial eligibility requirements.

12.2 Second stage technical evaluation (Refer 5.2)

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

2. Detailed Evaluation Criteria for the firm:

Table 2: Detailed evaluation criteria

No.	Evaluation Criteria	Sub-Criteria	Marks
1	Financial Capacity (India)	<p>Annual turnover in FY17-18 from consultancy business in India (excluding revenues from IT implementation, audit and taxation projects)</p> <p>>= INR 700 crores (5 marks)</p> <p>>= INR 400 crores and < INR 700 crores (3 marks)</p> <p>>= INR 100 crores and < INR 400 crores (1 mark)</p> <p>The Consultant shall submit a certificate from the statutory auditor / chartered account to prove financial capacity.</p>	5
2A	Indian Transportation Infrastructure Experience	<p>Experience of working in consultancy projects with a project value greater than INR 3 crore for projects executed in India, in the last 5 years, in Transportation Infrastructure sector (Roads, Railways, Ports, Airports, Shipping) on projects related to project monitoring / organization design / growth strategy/ process improvement.</p> <p>Projects can be with Agencies, Regulators, Government, Government Implementation Agencies, Public Sector Undertakings.</p> <p>>= 8 projects (10 marks)</p> <p>>= 5 and < 8 projects (5 marks)</p> <p>>= 3 and < 5 projects (2 marks)</p> <p>The projects shall not include IT implementation / audit / taxation projects.</p> <p>The Consultant shall submit certificates for projects from the engaging government agency / client to prove technical capacity, which provide details of project description, project timelines, current status of implementation, approximate project value and role of consultant. In case the project is confidential and / or the client name / client certificate cannot be provided, then a self-certification by MD of the firm / chartered account can be provided.</p>	10
2B	Detailed Project Example of Indian Transportation Infrastructure Experience	<p>Three detailed case studies on work done in last 5 years with public sector transportation agencies in India (Roads, Rail, Ports, Shipping, Airports) covering long term strategy design, identification of ancillary business opportunities</p> <p>The case study shall be evaluated basis the following criteria:</p> <p>Size and scale of the problem</p> <p>Role of consultant</p> <p>Impact achieved</p>	10

		The project shall not be related to IT implementation / audit / taxation.	
2C	Detailed Project Example of Indian Transportation Infrastructure Experience	Three detailed case studies on work done in last 5 years with public transportation agencies in India in Road sector covering Project monitoring, organization re-design The case study shall be evaluated basis the following criteria: Size and scale of the problem Role of consultant Impact achieved The project shall not be related to IT implementation / audit / taxation.	10
3	Quality of Approach and Methodology	Quality of the approach and methodology submitted as part of the technical bid including understanding of context / objective, proposed methodology and proposed work plan. Understanding of context / objective – 5 marks Proposed methodology – 25 marks Work plan – 5 marks	35
4	Quality and competence of key staff for the assignment	General qualifications and adequacy for the assignment, as per the detailed criteria provided. Expert Team Project Director (10 marks) Transportation Infrastructure Expert (5 marks) Organization Design Expert (5 marks) Project Team – On ground team Project Manager (5 marks) Project Associate – 1 (2.5 marks) Project Associate – 2 (2.5 marks)	30
	Total Marks	100	

Note:

1. For project experience, projects which are completed or substantially completed (>90% time elapsed from start date or >75% of payment received) will be considered.
2. The detailed project examples (case studies) can have a maximum of 15 slides with a mandatory one slide on Project context and role of consultant, 2 slides on scale of the project and 2 slides on impact of project. In addition to these 5 slides, a maximum of 10 other slides can be added to the proposal, for review. Any material beyond 15 slides will not be considered for evaluation.
3. The approach and methodology shall be a maximum of 50 slides.

Eligibility criteria for Lead Partner/Other Partner in case of JV: In case of JV, the Lead Partner should fulfil at least 80% of all technical eligibility requirements and combined JV shall fulfil all the eligibility requirement. Further, the lead partner should fulfil 100% of the financial eligibility requirements.

- i) **Minimum Annual Average Turn Over for the last 3 years:** In cases where, Audited/Certified copy of Balance Sheet for the FY 2017-18 is available, last three years shall be counted from 2015-16 to 2017-18. However, where audited/certified copy of the Balance Sheet for the FY 2017-18 is not available (as certified by the Statutory auditor) then in such cases last three years shall be considered from 2014-15 to 2016-17) of a firm applying as Lead
- ii) **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 Consultancy Study	Weightage for experience
1	Sole firm	100%
2	Lead partner in a JV	100%
3	Other partner in a JV	100 %
4	As Associate	0 %

3. Qualification and Competence of the Key Staff for adequacy of the Assignment. (Para 12.2 of Data Sheet)

Overall marks for CVs of Key Personnel and Sub-Key Personnel

S.No.	Personnel	Score breakup (total 30)
1	Project Director	10
2	Transportation Infrastructure Expert	5
3	Organization Design Expert	5
4	Project Manager	5
5	Project Associates – 1	2.5
6	Project Associates – 2	2.5

Detailed Evaluation Criteria for the CVs of Key Personnel and Sub-Key Personnel

1. Project Director (part of Expert Team)

Sr.	Description	Max. Points
I	General Qualification	15
i)	Masters Degree in Business Administration from a reputed and recognized university or institution	15
II	Relevant Experience & Adequacy for the Project	80
(a)	Total Professional Experience	10
	<12 years	0
	12 years	7
	For each additional year of experience up to 3 additional	1 mark per year
(b)	Experience in projects in Roads / Highways sector related to related to operations improvement / process improvement / growth strategy / technology deployment / implementation planning / project monitoring / organization design.	25
	<2 projects	0
	2 projects	13
	For each additional project above 2 (up to a maximum of 3 additional projects)	4 marks per project
(c)	Experience in projects in Transportation Infrastructure Sector (Roads/Highways, Railways, Airports, Ports, and Logistics) related to project monitoring / organization design / growth strategy.	25
	<2 projects	0
	2 projects	13
	For each additional project above 2 (up to a maximum of 3 additional projects)	4 marks per project
(d)	Experience in a leadership capacity with accountability and responsibility for performance including quality, budget, schedule and timelines, client and stake holder management	20
	< 2 projects	0
	2 projects	11
	For each additional project above 2 (up to a maximum of 3 additional projects)	3 marks per project
III	Employment with Firm	5
	Less than 2 Years	0
	More than 2 Years	5
	Total	100

2. Transportation Infrastructure Expert (part of Expert Team)

Sr. No.	Description	Max. Points
I	General Qualification	25
i)	Masters Degree in Business Administration from a reputed and recognized university or institution	15
ii)	Bachelors Degree in Engineering from a reputed and recognized university or institution	10
II	Relevant Experience & Adequacy for the Project	70
(a)	Total Professional Experience	20
	<7 years	0
	7 years	11
	For each additional year of experience up to 3 additional	3 marks per year
(b)	Experience in projects in Roads / Highways sector related to operations improvement / process improvement / growth strategy / technology deployment / implementation planning / project monitoring / organization design.	25
	<4 projects	0
	4 projects	10
	For each additional project above 4 (up to a maximum of 6 additional projects)	2.5 marks per project
(c)	Experience in projects in Transportation Infrastructure Sector (Roads/Highways, Railways, Airports, Ports, and Logistics) related to project monitoring / organization design / growth strategy.	25
	1 project	10
	2 projects	15
	3 or more projects	25
III	Employment with Firm	5
	Less than 2 Years	0
	More than 2 Years	5
	Total	100

3. Organization Design Expert (part of Expert Team)

Sr. No.	Description	Max. Points
I	General Qualification	25
i)	Masters Degree in Business Administration from a reputed and recognized university or institution	15
ii)	Bachelors Degree in Engineering / Science / Commerce from a reputed and recognized university or institution	10
I	Relevant Experience & Adequacy for the Project	70
(a)	Total Professional Experience	10
	<7 years	0
	7 years	7
	For each additional year of experience up to 3 additional years	1 mark per year
(b)	Experience in projects in organization design / organization restructuring / work-force planning / training / capability development	30
	<2 projects	0
	2 projects	15
	For each additional project above 2 (up to a maximum of 3 additional projects)	5 marks per project
(c)	Experience in projects in Roads / Highways sector related to operations improvement / process improvement / growth strategy / technology deployment / implementation planning / project monitoring / organization design	30
	<2 projects	0
	2 projects	15
	For each additional project above 2 (up to a maximum of 3 additional projects)	5 marks per project
III	Employment with Firm	5
	Less than 2 Years	0
	More than 2 Years	5
	Total	100

4. Project Manager (part of Project / On-ground Team)

Sr. No.	Description	Max. Points
I	General Qualification	30

i)	Masters Degree in Infrastructure or in Business Administration from a reputed and recognized university or institution		15
ii)	Bachelors Degree in Civil Engineering from a reputed and recognized university or institution		15
II	Relevant Experience & Adequacy for the Project		70
(a)	Total Professional Experience		10
	<10 years	0	
	10 years	7	
	For each additional year of experience up to 3 additional	1 mark per year	
(b)	Experience in projects related to providing technical assistance in the Roads / Highways sector including developing financial model, financial appraisal, bid evaluation and finalization of concession agreements		20
	<2 projects	0	
	2 projects	8	
	For each additional project above 2 (up to a maximum of 3 additional projects)	4 marks per project	
(b)	Experience in projects related to techno-commercial feasibility assessment, risk assessment and mitigation measures, and project structuring		20
	<2 projects	0	
	2 projects	8	
	For each additional project above 2 (up to a maximum of 3 additional projects)	4 marks per project	
(c)	Experience in projects related to Project Management Consultancy (PMC) including resource mobilization, budgeting and monitoring of deliverables		20
	<2 projects	0	
	2 projects	8	
	For each additional project above 2 (up to a maximum of 3 additional projects)	4 marks per project	
	Total		100

5. Project Associate - 1 & 2 (part of Project / On-ground Team)

Sr. No.	Description	Max. Points
I	General Qualification	30
i)	Masters Degree in Business Administration from a reputed and recognized university or institution	20
ii)	Bachelors Degree in Engineering / Science / Commerce from a reputed and recognized university or institution	10

II	Relevant Experience & Adequacy for the Project		70
(a)	Total Professional Experience		20
	<2 years	0	
	2 years	10	
	For each additional year of experience up to 2 additional years	5 marks per year	
(b)	Experience in projects in Transportation Infrastructure Sector (Roads/Highways, Railways, Airports, Ports, and Logistics) related to operations improvement / process improvement / growth strategy / technology deployment / implementation planning / project monitoring / organization design		50
	1 project	20	
	For each additional project above 1 (up to a maximum of 3 additional projects)	10 marks per project	
	Total		100

12.4 Third stage - Evaluation of Financial proposal

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

The consultancy services will be awarded to the consultant scoring highest marks in combined evaluation of Technical and Financial proposals in accordance with clause 1.3 and 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)
14. Commencement of Assignment (Date, Location): The Consultants shall commence the Services within fifteen days of the date of effectiveness of the contract at locations as required for the project stretch stated in TOR. (Ref. Para 1.2 of LOI and 2.3 of GCC/SC)

APPENDIX I

TERMS OF REFERENCE (TOR)

1. Background

- 1.1. National Highways and Infrastructure Development Corporation (NHIDCL) is a fully owned company of the Ministry of Road Transport & Highways, Government of India. The company promotes, surveys, establishes, designs, builds, operates, maintains and upgrades National Highways and Strategic Roads, including interconnecting roads in parts of the country which share international boundaries with neighbouring countries. The regional connectivity so enhanced would promote cross border trade and commerce and help safeguard India's international borders. This would lead to the formation of a more integrated and economically consolidated South and South East Asia. In addition, there would be overall economic benefits for the local population and help integrate the peripheral areas with the mainstream in a more robust manner.
- 1.2. NHIDCL has operations in the States of Arunachal Pradesh, Assam, Himachal Pradesh, Jammu & Kashmir, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura, Uttarakhand, West Bengal and in the Andaman & Nicobar islands, where it has a mix of projects that are planned for award, and that are currently under construction.
- 1.3. The Cabinet Committee on Economic Affairs has recently approved in 2017 the implementation of an umbrella programme for the National Highway Road Sector - "Bharatmala Pariyojana Phase-1", spanning over a period of 5 years (2017-2022). The objective of the program is to optimize the efficiency of freight and passenger movement across the country by bridging critical infrastructure gaps through development of Economic Corridors, Inter Corridors and Feeder Routes, National Corridor Efficiency Improvement, Border and International connectivity roads, Coastal and Port connectivity roads and Green-field expressways.
- 1.4. NHIDCL has been entrusted with the responsibility for a majority of the development / upgradation in Bharatmala Pariyojana Phase-1 in the North Eastern States, and shall be responsible for development / upgradation and maintenance of Economic Corridors, Inter corridor and Feeder Routes, Border roads and International connectivity roads in these States, except for certain projects being implemented through the Roads Wing and the EAP Cell of Ministry.
- 1.5. With the increased workload under the Bharatmala Pariyojana programme, NHIDCL now will be executing over 12,000 km of highway projects across the various States under its

purview. Approximately 3,000 km of these projects are currently under construction, while the balance is currently under DPR preparation, and is planned for award in the next 2-3 years.

- 1.6. In order to gear itself up for the scale of work to be undertaken in near future, especially once all 12,000 km of projects move into the construction phase, NHIDCL needs to undertake a transformation of its way of working, in terms of project monitoring, organization, various processes, deployment of technology as well as overall capability building.
- 1.7 Further, NHIDCL would like to explore areas for business development and diversification, beyond its current core mandate of National Highway development under the Ministry funded programs. This includes evaluation of options such as floating technical consultancy, taking up contracts for construction and maintenance, providing allied services etc. This will enable NHIDCL to broaden its involvement in the roads sector and possibly even in the broader transportation infrastructure sector, thus building a stronger platform as a leading infrastructure developer.
- 1.8 In this regard, NHIDCL desires to engage a Consultant to assist in this transformation program, through supporting various initiatives on project monitoring, organization, technology and various processes, as described in the following sections.

2. Major areas of support required by NHIDCL

2.1. Business Development and Diversification:

NHIDCL would like to explore opportunities for business development and diversification beyond the current core mandate of National Highway construction under the Ministry funded programmes of Bharatmala Pariyojana, SARDP-NE, NH(O), etc. NHIDCL would like to explore diversification into areas that have synergies with its existing operations. In the roads sector for example, NHIDCL would like to explore opportunities such as setting up a chain of testing laboratories for highway projects, providing incident management services on highways, managing centralized highway helpline or information numbers, or undertaking Program Management Consultancy (PMC) of international highway projects in neighbouring countries. NHIDCL would also like to explore new areas like modular bridges, contract management and monetization of IT platforms that it has developed such as INAMPro+, INFRACON and BIMS, by extension of these platforms to other Ministries and Government bodies. In the broader transport infrastructure sector, NHIDCL would like to explore broadening its involvement in the sector in India, through participation in other transportation infrastructure projects such as airport infrastructure development or urban parking development, wherever its credentials are suited.

2.2 Process improvement:

To enable online monitoring and review of projects being undertaken under the Bharatmala Pariyojana Program, and to ensure that complete project data is available online, the Project Monitoring Information System (PMIS) has been mandated by the Ministry of Road

Transport & Highways (MoRTH). The system collects data at a field level from individual project monitoring units, and aggregates the data into various executive dashboards for review of Project level / RO level / National level / Program level progress. Further, the system has been enabled with monitoring dashboards for expenditure / commercial operations, a GIS based view of all highways / projects / toll plazas / traffic survey points, and automated report generation. The online system now contains up-to-date detailed information across project stages i.e. pre-award, construction, and operations & maintenance. The reports required for monitoring at MoRTH and at NHIDCL can be directly generated from the system. A Project Monitoring Cell (PMC) requires to be set up at NHIDCL to use the data from PMIS for structured reporting and reviews of progress, and also ensure regular updating of data by the Branch Offices (BOs). NHIDCL also intends to evaluate feasibility further improving and integrating IT platforms for functionalities like procurement, billing system and MIS and integrating the same with PMIS.

2.3 Workforce planning and Recruitment Rules:

Total manpower requirement under different skill and capability levels need to be defined on the basis of the projected business plan. Further, manpower requirements for internal knowledge management and building of institutional memory also needs to be assessed. Scientific staffing guidelines are require to be defined to determine the optimal staffing requirements for the various BOs, and the new ROs that are planned. Based on these staffing guidelines, a detailed workforce planning exercise needs to be undertaken, to estimate the required workforce based on the current workload, and the projected workforce over the next 5-10 years. Once the number of vacancies to be filled in each field unit have been identified, NHIDCL will plan for recruitment and staffing of these vacancies through various sources. The recruitment rules that govern screening, selection (both direct and through deputation), posting, promotions and transfers also require to be reviewed to incorporate the staffing guidelines, and also to make provisions for additional sources of recruitment to fill the vacancies in an accelerated fashion. To cater to the increased workforce, HR processes like incentives, grievance redressal system and performance management etc. needs to be streamlined.

2.4 Training and capability development of officers:

To ensure that offices in NHIDCL have the right skills and capabilities to undertake the increased workload of projects, suitable trainings and capability development have to be imparted at a regular frequency. A detailed training needs assessment needs to be conducted for officers of NHIDCL to understand the current level of competencies, analyze the desired level of competencies, and then perform a gap analysis to arrive at the training needs across departments / cadres. Based on the training needs identified for each department / cadre, a training policy with a detailed training calendar needs to be prepared. Accordingly, this can then be used to impart regular trainings and capability development programs to the officers. Also, since there is a constant inflow of new

officers either through direct recruitment or through deputation, an orientation training program requires to be structured to enable them to understand the NHIDCL way of working and the processes to be followed. International best practices in similar organizations globally need to be formulated.

2.5 Promotion of technological development:

NHIDCL would also like to promote technological development in various areas of project design, construction, operations & maintenance, and project monitoring, with the objective of improving the commercial returns for NHIDCL. In this regard, NHIDCL would like to develop a framework for technology solutions to developed/ offered. This will involve study of new technologies like drone imaging etc and integrating current offerings. Further NHIDCL wishes to engage with relevant firms to understand the new technology that they have to offer, in coordination with the Ministry, IRC, explore opportunities to pilot some of these new technologies on certain highway projects and identify opportunities for monetizing its platforms.

2.6 Project Monitoring:

The consultant should also explore the possibility of using SCADA Software for Project Monitoring to help process data for smarter decisions and communicate system issues to help mitigate downtime.

3 Objectives of the Assignment

3.1 The overall objective of the assignment for the Consultant would be support NHIDCL in undertaking various transformational reforms.

3.2 The detailed scope of the assignment for the Consultant is provided in the following sections.

4. Duration of the Assignment

The duration of the assignment is 18 months broken into two phases, 1st phase of six months and 2nd phase of 12 months. First phase would focus on design and piloting (where needed) of overall solution. The second phase shall focus on implementation of the identified solutions.

5. Site Office

The office space shall be provided to the consultant by NHIDCL.

6.Scope of Work

The detailed scope of work is as follows:

Phase 1:

1. Design of Roadmap

Identifying New Business Opportunities and defining business models NHIDCL would like to **explore** opportunities for business development and diversification beyond the current core mandate of National Highway construction under the Ministry funded programmes of Bharatmala Pariyojana, SARDP-NE, NH(O), etc. NHIDCL would like to explore diversification into areas that have synergies with its existing operations. The Consultant shall assist NHIDCL with the following:

- a. Study the current strengths and capabilities of NHIDCL. Also, study the mandate of NHIDCL and hence ascertain which areas NHIDCL is allowed to venture into beyond National Highway development.
Study the roads sector in India and in neighbouring international geographies such as Nepal, Bangladesh, Myanmar, etc. and identify a potential long-list of opportunities for NHIDCL
- b. Study the transport infrastructure sector in India (airports, ports, rail) and identify a potential long-list of opportunities for NHIDCL
- c. Develop a prioritization framework to short-list a set of opportunities for NHIDCL to consider. This could be based on factors such as revenue / profit potential of the opportunity, non-financial benefits of the opportunity, nature of competition involved, synergies with the existing NHIDCL business and capabilities, etc.
- d. Conduct a workshop with NHIDCL officers to discuss the various business opportunities and prioritize the top 3-4 opportunities for NHIDCL.
- e. Conduct a feasibility assessment of the prioritized opportunities. This would include but not be limited to:
 - a. Detailed project of revenue and profit for NHIDCL from the opportunity (short-term, mid-term and long-term)
 - b. Operating model to target the opportunity
 - c. Capabilities that NHIDCL will require to develop
 - d. Potential partners that NHIDCL will need to engage with
 - e. Target customers / segments / geographies for the opportunity
- f. Develop a detailed business plan including business models incorporating different scenarios on core work and new businesses taken up
- g. Develop a detailed implementation road-map for NHIDCL to target the shortlisted opportunities.

2. Streamlining Processes and Project Monitoring

The consultant shall support NHIDCL in streamlining its processes and effectively monitoring project progress through online Project Monitoring Information System (PMIS). The detailed scope of work includes:

- a. Map the key processes at NHIDCL: procurement of services, vendors and contractors, execution of projects, monitoring of projects, billing and reporting
- b. Define new processes that will need to be setup to address new business opportunities

- c. Benchmark the processes at other best-in-class agencies and identify gaps for improvement at NHIDCL
- d. Train NHIDCL HQ, ROs and BOs (and possibly IE / AE / SC) in the usage of the PMIS. Conduct at least one introductory training, and two refresher trainings - all trainings shall be conducted centrally in Delhi.
- e. Assist in setting up the Project Management Cell (PMC) at NHIDCL. Train a set of officers appointed by NHIDCL in the NHIDCL Project Monitoring Cell (PMC) on the process for monitoring projects through the PMIS, preparing for and facilitating reviews, and conducting periodic analyses to highlight issues.
- f. Assist NHIDCL HQ / PMC in ensuring that all BOs update the PMIS system on a monthly basis, before the 5th of the month. Also, highlight to NHIDCL HQ in cases of default in updating, or updating of wrong data.
- g. Assist NHIDCL HQ / PMC in ensuring that all BOs upload relevant documents in PMIS that are required for information and review purposes, such as contract / concession documents, IE / AE MPRs, Minutes of Meetings, etc. Highlight to NHIDCL HQ in case of default in upload by any BOs.
- h. Assist NHIDCL HQ / PMC in assessing the status of the under implementation, completed, and proposed works on the project stretches to identify stretches with higher freight flows, overall higher traffic, and Government priority using the GIS data and other relevant data such as traffic survey, lane configuration available in PMIS. Assist NHIDCL HQ in prioritizing the award of remaining ~9000 KM of stretches. Develop a suitable criteria and prioritize stretches requiring upgradation or development, which have not currently been planned under existing programs / schemes.
- i. Assist the NHIDCL HQ / PMC in tracking the progress of land acquisition, utility shifting and obtaining statutory clearances in line with the defined timelines for individual process steps and highlight delays and ensure mitigation actions are implemented and interventions required for expeditious approval/clearance.
- j. Assist the NHIDCL HQ / PMC in tracking the status of Change of Scope (CoS) proposals, both in-principle and final, to ensure that there are no delays in CoS approvals. Highlight issues requiring urgent attention to leadership team at NHIDCL.
- k. Assist NHIDCL HQ / PMC in conducting reviews of project status across BOs using the PMIS system.
- l. Assist NHIDCL HQ / RO / BO / PMC in generation of monthly reports from PMIS using the custom reports feature.
- m. Assist NHIDCL HQ / PMC in preparation for progress reviews conducted by Monitoring Cell - MoRTH / Secretary - RTH.
- n. Assist NHIDCL HQ / PMC in monitoring the overall expenditure for projects being executed and highlight deviances from the budgeted amount.
- o. Assist the NHIDCL PMC in conducting regular analysis of the PMIS data to derive insights at different cuts viz., corridor level, state/ BO level, concessionaire level, etc. Highlight the key insights to the relevant client stakeholders to facilitate action.

3. Workforce planning, Talent acquisition plan and Recruitment Rules

NHIDCL anticipates that the number of BOs, the staffing requirements of the various BOs, and the recruitment rules of NHIDCL will need to be re-evaluated, taking into account the estimated

increased workload over the next 5-10 years. Accordingly, the Consultant shall support NHIDCL with the following:

- a. Detailing of key roles required to execute current and planned activities of NHIDCL including support functions like knowledge management etc.
- b. Benchmarking of officers per project across various NHIDCL projects, and also in relation to other national and international project agencies executing similar works
- c. Development of scientific formula viz. time and motion study for estimation of staffing requirements for HQ, various ROs and BOs
- d. Detailing FTE (full time equivalent) requirement for each of the roles. Also detail out what percentage of the same should be recruited on a full time basis and what should be on a part time contract basis.
- e. Preparation of standard staffing guidelines for NHIDCL for HQ, RO and BO staffing
- f. Assist NHIDCL in developing a talent acquisition plan to fill the vacancies, based on various sources available for recruitment as per the norms of NHIDCL and MoRTH.
- g. Review the recruitment rules of NHIDCL that govern screening, selection (both direct and through deputation), posting, promotions, transfers and also requirement of permanent Cadre in NHIDCL.
- h. Incorporate the revised staffing guidelines, and also identify additional provisions that need to be added / modified to enable additional sources of recruitment to fill the vacancies in an accelerated fashion.
- i. Develop an organizational chart for NHIDCL for immediate, short, mid and long term (0-3 years, 3-5 years, 5-8 year and beyond)
- j. Assist NHIDCL in streamlining HR processes such as incentive management etc.

4. Training and capability development policy for Technical officers

To ensure that offices in NHIDCL have the right skills and capabilities to undertake the increased workload of projects, suitable trainings and capability development have to be imparted at a regular frequency. The Consultant shall assist NHIDCL with the following:

- a. Evaluate capabilities required by technical officers of NHIDCL (various departments and cadres) in view of the current and planned workload of NHIDCL. Also, benchmark skills and capabilities that are developed by other similar organizations involved in project and contract management.
- b. Identify training needs of technical officers in NHIDCL HQ and Field offices. At least three sources are to be used for identifying training needs - Performance Review feedback from the RO, Annual Confidential Report (ACR), and recommendations, if available, from analysis by any external agency.
- c. Assist NHIDCL in preparation of a department / cadre wise training needs statement.
- d. Assist NHIDCL in preparation of a training policy that includes guidelines on the modes of training, the frequency of training, the suggested annual training calendar and the training budget.
- e. Assist NHIDCL in preparing a list of suitable training institutes that can be engaged with to deliver the trainings.

- f. Assist NHIDCL in designing an orientation program for new recruits who join the organization through either direct recruitment or through deputation. The orientation program should be designed so that the new recruits understand the NHIDCL way of working and the specific processes to be followed as part of their role.
- g. Develop dashboards / templates for NHIDCL to gauge the effectiveness of the training and capability development programs.
- h. The consultant shall also identify Training Institute, both Domestic as well as Foreign, for imparting training to NHIDCL Officers.

5. Develop Technology Roadmap for NHIDCL

NHIDCL would also like to promote technological development in various areas of project design, construction, operations & maintenance, and project monitoring, with the objective of improving the commercial returns for NHIDCL. The scope of work for the Consultant includes:

- a. Develop a framework for technology solutions to be developed by NHIDCL incorporating current offerings as well as all relevant new areas.
- b. Assist NHIDCL in organizing 2-3 workshops / consultations with technology-oriented firms in the highways sector to understand the various technology that they are developing / have developed relevant to highway projects.
- c. Assist NHIDCL with shortlisting certain technologies that are of greatest relevant and could provide clear benefits, for further detailed study
- d. Conduct detailed consultations with respective firms for the shortlisted technologies, to understand further details on the technology, the state of readiness for implementation, other examples of where the technology has been already used, technical and financial benefits, road-map for roll-out at NHIDCL, etc.
- e. Develop an implementation plan for NHIDCL to coordinate with the selected firms to drive integration of technology with the current operations.
- f. Develop a commercialization plan for NHIDCL to monetize its technologies like IRCON model.
- g. Detail out an approach for NHIDCL to collaborate with emerging technology startups in relevant areas to strengthen its operation and execution capabilities.
 - i) Detail out engagement models and commercial structures framework to promote and facilitate collaboration and partnerships with technology startups.

Phase 2: Implementation support

During phase 2, the consultant shall assist NHIDCL in implementing the initiatives identified as part of phase 1. This shall entail the following:

- 6. Support in implementation of redesigned and processes
 - a. Assist NHIDCL with necessary documentation work for changing the identified processes (prioritized for first year)
 - b. Prepare 100 day plan for rolling out and stabilizing new processes and process changes

- c. Assist NHIDCL with internal and external communication processes including internal memos, mailers, internal publicity materials, communication with MoRTH and other agencies etc.
- d. Conduct trainings, workshops to train the targeted personnel from NHIDCL in new and re-designed processes
- e. Assist relevant teams in adopting new processes. This includes working with the teams to identify issues/ suggestions and modifying the design suitably
- f. Create dashboards and process KPIs (if applicable) for tracking the progress of implementation
- g. Identify issues on an ongoing basis and suggest measures to address the same

7. Talent acquisition

- a. Support NHIDCL in getting the set recruitment rules approved by relevant authorities
- b. Assist NHIDCL in defining role charters for new roles
- c. Program manage reach-out program to potential candidates via targeted advertisements etc. in line with all relevant rules of Gol and MoRTH
- d. Program manage hiring of new staff - including interview schedule, grading, selection etc.
- e. Handhold NHIDCL in onboarding of new staff - program manage onboarding formalities, help conduct orientation program

8. Capability development

- a. Assist NHIDCL in entering into agreement with training institutes identified in phase 1.
- b. Assess the skill levels of existing staff
- c. Basis the assessed skill level, create training program for each level/ group of staff
- d. Prepare training calendar for existing staff.
- e. Program manage training programs in line with training calendar
- f. Collect feedback from training programs along the previously designed dashboards to assess the efficacy of the program

9. On-boarding of vendors/ partners

The consultant shall assist NHIDCL in selecting and onboarding of vendors and partners for offering new service/ products identified as part of new business opportunities and digital roadmap in phase i. This shall involve the following support for 3-4 prioritized areas across both work streams:

- a. Designing the bid documents
- b. Running the RFP process - conducting pre-bid meetings, answering queries, assisting NHIDCL in evaluating submissions
- c. On-boarding of vendors
- d. Setup periodic reviews with NHIDCL management to report progress of each initiative

10. Overall Program Management

- a. Periodically track progress of each of the initiative
- b. Facilitate a regular review cadence with the NHIDCL management

- c. Maintain updated dashboards reflecting progress of the program
- d. Develop communication materials from time to time on the overall progress of the program
- e. Identify issues and escalate as necessary
- f. Provide support to NHIDCL in discussions with MoRTH and other agencies on updates on the program

Key deliverables, timelines and resources

For the works as detailed above in the scope, the Consultant shall submit at its cost the deliverables to NHIDCL as per table below. For the timelines below, the date of appointment of the Consultant shall be treated as the inception of the program.

The time schedule for various submissions prescribed above shall be strictly adhered to. No time overrun in respect of these submissions will normally be permitted. Consultant is advised to go through the entire terms of reference carefully and plan his work method in such a manner that various activities followed by respective submissions as brought out above are completed as stipulated:

Deliverables for phase 1

Sr.No.	Deliverables	Timeframe (from Inception)	Payment
1	Inception Report Approval Report depicting the methodology, variances if any, timelines and work plan for the assignment	Wk 2	5%
2	Report 2: Current strength and capabilities of NHIDCL Transport infrastructure in India Map of key processes at NHIDCL Prioritization framework for identifying new opportunities	Wk 5	-
3	Report 3: List of prioritized opportunities Process benchmark PMC setup, status update on PMIS training and reviews Technology framework	Wk 8	10%
4	Report 4: i. First cut business plan for NHIDCL including current and prioritized businesses ii. First cut organization chart for NHIDCL (immediate, 3-5 years)	Wk 15	10%

	<ul style="list-style-type: none"> iii. Draft formula for estimating manpower requirement iv. First cut Manpower plan including for new roles needed v. Draft talent acquisition plan and recruitment rules 		
5	<p>Report 5:</p> <ul style="list-style-type: none"> i. Draft technology roadmap ii. Draft capability roadmap 	Wk 23	10%
6.	<p>Final Report Approval</p> <ul style="list-style-type: none"> i. Final summary status of transformational reforms across NHIDCL at the end of 12 months ii. Final staffing guidelines and recruitment rules iii. Final training policy and orientation program iv. Final plan for business development and diversification v. Final plan for promotion of technological development vi. Final dashboards / templates / guidelines for NHIDCL to drive Project Monitoring through PMC 	End of Week 26	15%

Deliverable for phase 2

S.No.	Deliverables	Timeframe (from Inception)	Payment
1	<p>Inception Report</p> <p>Report depicting the methodology, variances if any, timelines and work plan for the assignment</p>	End of Week 4	5%
2	<p>Six-weekly status report</p> <p>The six-weekly status report shall provide a status on the following initiatives for NHIDCL:</p> <ul style="list-style-type: none"> Project Monitoring Workforce planning and Recruitment Rules Training and capability development policy for Tech. officers Business Development and Diversification Promotion of technological development 	7 reports starting Week 10 up till Week 46	5% (for each report)
3	<p>Final Report</p> <ul style="list-style-type: none"> Final summary status of transformational reforms across NHIDCL at the end of 12 months Final staffing guidelines and recruitment rules Final training policy and orientation program 	End of Week 52	10%

	Final plan for business development and diversification Final plan for promotion of technological development Final dashboards / templates / guidelines for NHIDCL to drive Project Monitoring through PMC		
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APPENDIX-II Proof

of Eligibility

Form-E1

Letter of Proposal (On Applicant's letter head)

(Date and Reference)

To, *****

Sub: Appointment of Consultant for

Dear Sir,

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

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 1.7 of the RFP document.

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

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

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

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

Form-E2/T3

FIRM'S REFERENCES

Relevant Services carried out in the Last Ten Years 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:
Description of Client :		Address
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 of the Consultancy Firm

(The Consultant shall submit certificates for projects from the engaging government agency / client to prove technical capacity, which provide details of project description, project timelines, current status of implementation, approximate project value and role of consultant. In case the project is confidential and / or the client name / client certificate cannot be provided, then a self-certification by MD of the firm / chartered account can be provided. Projects which are completed or in progress will be considered)

Form-E3**Financial Capacity of the Applicant**

Name of Applicant:

Sr. No.	Financial Year	Annual Revenue (Rs in crore)
1		
2		
3		

Signature of Authorized Representative of the Consultancy Firm**(Certificate should be furnished from the statutory auditor / chartered account to prove financial capacity)****Note:**

Please do not attach any printed Annual Financial Statement.

Form- E4

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 _____ 2017_.

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.

This guarantee shall also be operatable at our <Name of Bank> 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.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to

_____Rs. _____(Rs. _____) and the guarantee shall remain valid till _____.

Unless a claim or a demand in writing is made upon us on or before _____all our liability under this guarantee shall cease.

DATE _____

SIGNATURE OF THE BANK _____ SEAL OF THE BANK _____ SIGNATURE

OF THE WITNESS _____

Name and Address of the Witness _____

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

(c) 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).*
- (iv) *The Guarantor shall also send information about the issuance of this Guarantee through SFMS gateway to the Syndicate Bank, Transport Bhawan, New Delhi-110001(SYNB0009062) to aid the process of confirmation of Bank Guarantee.*

APPENDIX-III

Formats for Technical Proposal

Form-T1

[Location, Date] To

<Name and Address of the
NHIDCL>

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

Dear Sir,

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

We are submitting our Proposal as [sole applicant/ JV/ Consortium] [with] [insert a list with full name and address of each Joint Venture/ Consortium/ Consultant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from technical discussions in accordance with the RFP.

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

We acknowledge that NHIDCL will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

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

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

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

We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;

We do not have any conflict of interest in accordance with the terms of the RFP;

We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with NHIDCL or any other public sector enterprise or any government, Central or State; and

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

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.

We declare that we are not a member of any other Consortium/JV applying for selection as a Consultant.

We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the

date of this RFP.

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

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 NHIDCL in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned Project.

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

In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by NHIDCL or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.

The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.

We agree and undertake to abide by all the terms and conditions of the RFP Document. We remain,

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm: Address:

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

Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities

A: On the Terms of Reference

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

B: On the data, services and facilities to be provided by the client

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

C: On Technical Proposal

- 1.
- 2.
- 3.

D: General Comments

- 1.
- 2.

Approach and Methodology

The approach and methodology shall be a maximum of 4 pages of written text. This can be followed by slides providing more details on the understanding of context / objective, proposed methodology and proposed work plan.

- (i) Understanding of context / objective
- (ii) Proposed methodology
- (iii) Work plan

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

I. Technical/Managerial Staff

Sr .No.	Name	Position	Task Assignment
1.			
2.			
3.			
4.			
....			
....			
....			

II. Support Staff

Sr. No.	Name	Position	Task Assignment
1.			
2.			
3.			
4.			
....			
....			
....			

**(Curriculum Vitae of Key Personnel / Sub-Key Personnel)
Curriculum Vitae (CV) for Proposed Professional Staff
(with one page of summary of experience)**

Photo

1. Proposed Position:
2. Name of Staff:
3. Date of Birth:
4. Nationality:
5. Educational Qualification:

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained).

6. Membership of Professional Societies:

7. 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 along with the description of duties performed. For experience period of specific assignment must be clearly mentioned, also give client references, where appropriate).

8. 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 and year
- ii) Field of post-graduation and year
- iii) Any other specific qualification

B) Experience

- i) Total experience as desired: __Yrs.
- ii) Responsibilities held and position:
 - a) ___No. of projects and Yrs.
 - b) ___No. of projects and Yrs.
 - c) ___No. of projects and Yrs.
- iii) Relevant experience and position: __No. of projects and Yrs.

C) Permanent Employment with the firm: ____Yrs. And period

If yes, how many years and period:

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

1. 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. In case the original signature of the staff member is not possible, a digital signature countersigned by the Authorized representative is acceptable. Photocopies will not be considered for evaluation.

UNDERTAKING FROM THE PROFESSIONAL

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

UNDERTAKING FROM CONSULTING FIRM

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

APPENDIX IV

(Form-I)

FINANCIAL PROPOSALS

FROM:

TO:

Sir:

Subject: Consultants' Services for

Regarding Price Proposal

I/We _____
herewith

Consultant/consultancy

firm

enclose *Price Proposal for selection of my/our firm/organization as Consultant for

Yours faithfully, Signature_____

Full Name_____

Designation_____

Address_____

(Authorized Representative)

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

(Form-II)

Format of Financial Proposal
Summary of Cost in Local Currency

No.	Description	Amount (LC)* (INR)
I	<u>Key personnels</u> Article II. Remuneration for key personnels (inclusive of per diem allowance)	
II	Sub-Key staff (inclusive of per diem allowance)	
III	Support Staff	
	Goods and Service Tax	
	TOTAL COSTS (Including Goods and Service Tax)	

LC* Local Currency

** Total Cost Net of Goods and Service Tax shall be considered for financial evaluation

Note: No escalation will be payable during the services

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

Rates for all items shall be quoted in figures as (Form-III)

Estimate of Local Currency Costs

I. Remuneration for Key Personnel (including per diem allowance)

S.No.	Position	Name	Rate (INR)	MM	Amt.(IN R)
Key Personnel					
1	Project Director			18	
2	Transportation Infrastructure Expert			18	
3	Organisation Design Expert			18	
4	Project Manager			18	
II. Sub-Key staff (inclusive of per diem allowance)					
1	Project Associates (2 Nos.)			18	

III. Support Staff (inclusive of per diem allowance)

Note: To be assessed by consultant as per requirement of assignment

Sr. No.	Position	Name	Staff Months	Rate (INR)	Amount (INR)
1	Office Manager				
2	Typist				
3	Office Boy				
4	Night Watchman				

**Draft Contract
Agreement**

Between

<NHIDCL, Address>

And

<Name of the Consultant>

For

<Project Description>

DRAFT CONTRACT FOR CONSULTANT'S SERVICES

INDIA

CONTRACT FOR CONSULTANTS' SERVICES

Consultancy Services for Feasibility Study, Preparation of Detailed Project Report and providing pre-construction services for up gradation of new National Highways in the state of Assam

This CONTRACT (hereinafter called the "Contract") is made on the ----- day of the month of -----20xx , 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 Award

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 the Government’s country as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) “foreign currency” means any currency other than the currency of the Government;
- (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 atshall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.4 Language

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

1.5 Table of Contents and Headings

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

1.6 Notices

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.

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

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 such locations as are specified in **Letter of Award (Appendix-I)** hereto and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Client may approve.

1.8 Authority of Member in Charge

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

1.9 Authorized Representatives

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

1.10 Taxes and Duties

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

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 at the end of such time period after the Effective Date as shall be specified in the SC.

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 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 relation to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultants

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

3.5 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, as shall be specified in the Special Conditions (SC), 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.

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 Contact, 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 such 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, in the 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.

Restrictions about the future use of these documents, shall be as specified in the SC.

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 required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key

Professional / Sub Professional Personnel set forth in Appendix B may be made by the Consultants by written notice to the Client, provided

- (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and
 - (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6.1 (b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix B may be increased by agreement in writing between the Client and the Consultants.

4.3 Approval of Personnel

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

4.4 Working Hours, Overtime, Leave, etc.

- (a) Working hours and holidays for Key Professional / Sub Professional Personnel are set forth in Appendix C hereto. To account for travel time, foreign Personnel carrying out Services inside the Government's country shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Government's country as is specified in Appendix C hereto.
- (b) The Key Professional / Sub Professional Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff- months of service set for in Appendix B. Any taking of leave by Personnel shall be subject to the prior approval of the Client by

the Consultants, who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

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

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

4.5.2 In case notice to commence services is given within 120 days of negotiations the replacement shall be as below:

- a. Replacement up to 33%: Replacement shall be by an equal or better scoring person. Reduction in remunerations for the balance period shall be @ 5% of the monthly rate.
- b. Replacement of more than 33% and up to 50%: Replacement shall be by an equal or better scoring person. Reduction in remunerations for the balance period shall be @ 10% of the monthly rate.
- c. Replacement beyond 50% and upto 66%. Replacement shall be by an equal or better scoring person. Reduction in remunerations for the balance period shall be @ 15% of the monthly rate.
- d. Replacement beyond 66 % shall normally not be considered. However in exceptional circumstances, where it becomes absolutely essential the remunerations of the substitute shall be reduced by 50 % of the original person replaced. Replacement shall be by an equal or better scoring person, The Department may initiate action for termination/debarment of such consultant for future projects of NHIDCL for a period of 6 months to 24 months depending upon the severity of case.

4.5.3 Replacement after original contract period is over:

There shall be no limit on the replacements and no reduction in remunerations shall be made. The replacement shall however be of equal or better score.

4.5.4 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.

4.5.5 If the Project Director 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.

4.5.6 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.

4.5.7 In exceptional situations where the replacement with equivalent or better qualification is not available, replacement with lower qualifications than the originally approved may be accepted with reduction in remuneration as per the procedure prescribed below. This kind of relaxation shall however, be limited to replacement of 2 key personnel only in one consultancy contract package.

i) The new proposed personnel as a replacement has to be evaluated as per the criteria fixed at the time of evaluation of original proposal and marks/rating and then:

-If the original personnel (included in the original proposal based on which the contract was awarded) is to be replaced at the instruction of NHIDCL and the new proposed personnel is having less qualification/ experience i.e. marks/rating (but fulfilling the minimum requirement as per TOR), his remuneration would be reduced by 15% over and above the stipulated conditions in the contract because of less qualified personnel

-If the original personnel (included in Contract Agreement) is to be replaced by the Consulting firm and the new proposed personnel is having less qualification/ experience (marks/rating), then his remuneration would be decreased proportionally in comparison to the marks of the original personnel. This will also take into account the contract condition and if the proposed reduction is less than that stipulated in contract condition, it would be as per the contract provision.

It will be ensured that the new proposed personnel should score at least 75% of the marks of the originally approved key personnel. Both the Consulting firm and the proposed personnel should give the undertaking in the format available in Form VII of Appendix II along with the replacement CV.

ii) 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 15% less salary than the original personnel. 15% reduction in the salary will be imposed as penalty for submitting the incorrect information. This penalty will be imposed only once. If the same consulting firm submits incorrect information again second time, necessary action will be taken by NHIDCL to blacklist the firm.

4.6 Resident Project Manager

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. OBLIGATION OF THE CLIENT

5.1 Assistance and Exemptions

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

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

implementation of the Services;

5.2 Access to Land

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

5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 6.1(b),

5.4 Services, Facilities and Property of the Client

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

5.5 Payment

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENT TO THE CONSULTANTS

6.1 Cost Estimates ; Ceiling Amount

- (a) An abstract of the cost of the Services payable in **local currency (Indian Rupees)** is set forth in **Appendix E**.
- (b) Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1(c), the payments under this Contract shall not exceed the ceiling specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of the ceiling.
- (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) The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and **ii) in such form as the Client shall have approved in writing.**

(b) Payment Schedule

The Consultant will be paid stage-wise as a percentage of the contract value as per the schedule given below:

For Phase-I

Sr.No.	Deliverables	Payment
1	Inception Report Approval Report depicting the methodology, variances if any, timelines and work plan for the assignment	5%
2	Report 2: Current strength and capabilities of NHIDCL Transport infrastructure in India Map of key processes at NHIDCL Prioritization framework for identifying new opportunities	-
3	Report 3: List of prioritized opportunities Process benchmark PMC setup, status update on PMIS training and reviews Technology framework	10%
4	Report 4: i. First cut business plan for NHIDCL including current and prioritized businesses ii. First cut organization chart for NHIDCL (immediate, 3-5 years) iii. Draft formula for estimating manpower requirement iv. First cut Manpower plan including for new roles needed v. Draft talent acquisition plan and recruitment rules	10%
5	Report 5: i. Draft technology roadmap ii. Draft capability roadmap	10%
6.	Final Report Approval i. Final summary status of transformational reforms across NHIDCL at the end of 12 months ii. Final staffing guidelines and recruitment rules iii. Final training policy and orientation program iv. Final plan for business development and diversification v. Final plan for promotion of technological development vi. Final dashboards / templates / guidelines for NHIDCL to drive Project Monitoring through PMC	15%

For Phase -II

S.No.	Deliverables	Payment
1	Inception Report Report depicting the methodology, variances if any, timelines and work plan for the assignment	5%
2	Six-weekly status report The six-weekly status report shall provide a status on the following initiatives for NHIDCL: Project Monitoring Workforce planning and Recruitment Rules Training and capability development policy for Tech. officers Business Development and Diversification Promotion of technological development	5% (for each report)
3	Final Report Final summary status of transformational reforms across NHIDCL at the end of 12 months Final staffing guidelines and recruitment rules Final training policy and orientation program Final plan for business development and diversification Final plan for promotion of technological development Final dashboards / templates / guidelines for NHIDCL to drive Project Monitoring through PMC	10%

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

- (c) No payment shall become eligible for the next stage till the consultant completes to the satisfaction of the client the work pertaining to the preceding stage. The payment for the work of sub-soil investigation (Boring) will be as per plan approved by the client and will be paid as per actual at the rates quoted by the consultants. The payment for the quantity given by the client for boring will be deemed to be included in the above mentioned payment schedule. Any adjustment in the payment

to the consultants will be made in the final payment only.

- (d) The Client shall cause the payment of the Consultants in Para 6.4 (b) above as given in schedule of payment within thirty (30) days after the receipt by the Client of bills. Interests at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (e) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory one hundred and eighty (180) calendar days after receipt of the final report and final statement by the Client unless the Client, within ninety(90) day period, gives written notice to the Consultants specifying in detailed deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
- (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.

7.2 Retention Money

An amount equivalent to 10% of the contract value shall be retained at the end of the contract for accuracy and quality of reports submitted and the same will be released after 3 years from completion of consultancy services. 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 Final 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 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 specified in the SC.

SPECIAL CONDITIONS OF CONTRACT

Number of
GC Clause

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

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

1.4 The language is: **English**

1.6.1 The addresses are:

For the Client: Managing Director

National Highway & Infrastructure Development Corporation Ltd.

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

Attention: General Manager (Technical)

National Highway & Infrastructure Development Corporation Ltd.

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

Ph.

Email: [.....](#)

For the Consultants:

**Attention: Name
 Designation**

Address

Tel:

Fax:

E-mail address

1.6.2 Notice will be deemed to be effective as follows:

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

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

-

1.9 The Authorized Representatives are:

For the Client : (--)

Director, **NHIDCL** (--)

For the Consultant: Name

Designation

1.10 The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws (prevailing 7 days before the last date of submission of bids) during life of this contract and the Client shall perform such

duties in regard to the deduction of such tax as may be lawfully imposed.

2.1 The effectiveness conditions are the following:

- a) The contract has been approved by NHIDCL.
- b) The consultant will furnish within 15 days of the issue of letter of Award, an unconditional Bank Guarantee from a Nationalised Bank, IDBI or ICICI/ICICI Bank/Foreign Bank/EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a networth 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 lead partner of JV for an amount equivalent to 10 %of the total contract value to be received by him towards Performance Security valid for a period of *three years* beyond the date of completion of services.

2.2 The time period shall be “two months” or such other time period as the parties may agree in writing.

2.3 The time period shall be “fifteen days” from the effective date i.e. date of issuance of Letter to Proceed.

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

3.4 Limitation of the Consultants' Liability towards the Client

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

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (A) the total payments for Professional

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

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

3.5 The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.
- (b) Third Party liability insurance with a minimum coverage, for Rs. 1.00 million for the period of consultancy.
- (c) (i) The Consultant shall provide to NHIDCL Professional Liability Insurance (PLI) for a period of **Five years** beyond completion of Consultancy services or as per Applicable Law, whichever is higher.
- (ii) The Consultant will maintain at its expense PLI including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, **(A)** For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR **(B)** 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.
- 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.
- (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

3.9 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

4.6 The person designated as Project Director in Appendix B shall serve in that capacity, as specified in Clause 4.6.

6.1 (b) The ceiling amount in local currency is **Rs..... Excluding GST)**

6.3 (a) No advance payment will be made.

6.3 (e) The interest rate is : @ 12% per annum

6.3 (f) **The account is :**

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

9.2.1 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.

9.2.2 Rules of Procedure

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

9.2.3 Substitute Arbitrators

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

9.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause

8.2.1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

9.2.5 Miscellaneous

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in DELHI
- (b) the English language shall be the official language for all purposes; and [Note: English language may be changed to any other Language, with the agreement of both the Parties.]

- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
- (d) 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 12months.
2	Reading charges	Rs 15,000/-
3	Secretarial Assistance and Incidental charges (telephone, fax, postage etc)	Rs 20,000/-
4	Charges for publishing/ declaration of the	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,

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 Award

Format for Bank Guarantee for Performance Security

BANK GUARANTEE FOR PERFORMANCE SECURITY

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

In consideration of “National Highways and Infrastructure Development Corporation Ltd.” (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....having its office 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 Award No dated..... and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs...../- (Rupees.....) excluding GST for “**Consultancy Services for preparation of Detailed Project Report of <Project Description>.....** 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.

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

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

Notwithstanding anything contained herein,

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

(Signature of the Authorised
Official)

(Name & Designation with Bank
Stamp)

(a) NOTE:

- (iv) *The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).*
- (v) *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.*
- (vi) *The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).*
- (iv) *The Guarantor shall also send information about the issuance of this Guarantee through SFMS gateway to the Syndicate Bank, Transport Bhawan , New Delhi-110001(SYNB0009062) to aid the process of confirmation of Bank Guarantee*