



(Ministry of Road Transport & Highways)
Government of India

Request for Proposal

(Through CPP Portal, E-Tendering & Offline Mode)

“Consultancy Services for planning and design of various infrastructures works located at Leh and Kargil for Social Tribal Welfare Department in the Union Territory of Ladakh”

FEBRUARY, 2021

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

**RO-LADAKH: YARTSA HOUSE NEAR CHANGSPA
FARM, CHANGSPA, LEH-194101**

INDEX

Sl. No.	Contents	Page No.
1	Notice Inviting Tender (NIT)	3
2	Letter of Invitation (LOI)	4-8
3	Annexure-I: Details of the assignment proposed for planning and design	9
5	Data Sheet	10-11
6	Appendix - I: Terms of Reference	12-16
10	Enclosure - I: Schedule for Submission of Reports and Documents	17
13	Appendix - II: Letter of Financial Proposal	18-20
14	Appendix - III: Format for Financial Proposal	22
15	Appendix - IV: Draft Contract Agreement	23-57

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

NOTICE INVITING TENDER (NIT)

1. Social Tribal Welfare department of UT of Ladakh has assigned NHIDCL the work of planning and construction of various buildings at Leh and Kargil under Ladakh. NHIDCL intends to appoint Architectural Consultant for "Consultancy Services for planning and design of various infrastructures works located at Leh and Kargil for Social/Tribal Welfare Department in the Union Territory of Ladakh".

Financial Proposals are hereby invited from eligible Architects/Architectural Consultancy firms for "Consultancy Services for planning and design of various infrastructures works located at Leh and Kargil for Social/Tribal Welfare Department in the Union Territory of Ladakh". The Letter of Invitation (LOI) and Terms of Reference (ToR) including Request for Proposal (RFP) is available online on e-tender portal of NIC <https://eprocure.gov.in>. The document can also be downloaded from NHIDCL website www.nhidcl.com and offline at the NHIDCL Regional Office-Ladakh.

2. Bid must be submitted online and offline at the NHIDCL RO-Ladakh: Yartsa House near Changspa Farm, Changspa, Leh, UT of Ladakh - 194101 on or before 17.02.2021 (1100 Hrs).
3. The following schedule is to be followed for this assignment:

Sl. No.	Particulars	Date
1	Bid Document Download/ Start Date	04.02.2021
2	Clarification / Pre bid queries Start Date	04.02.2021
3	Clarification /Pre bid queries End Date	08.02.2021 (1100 Hrs)
4	Pre bid meeting	08.02.2021 (1500 Hrs)
5	Bid submission start date	10.02.2021
6	Bid submission End date (Online & Physical copy)	17.02.2021 (1100 Hrs)
7	Opening date of Financial Bid	17.02.2021 (1500 Hrs)



(Bipin Kumar Chand)

Offg Executive Director (P)

NHIDCL RO-Ladakh: Yartsa House near Changspa Farm,
Changspa, Leh, UT of Ladakh - 194101 Tel: 01982-295517
Email: nhidcl.leh@gmail.com

Letter of Invitation (LoI)

NHIDCL/Infra/Ladakh/Tender/2021-2022/

Dated: 04.02.2021

Dear Sir,

Sub: Consultancy Services for planning and design of various infrastructures works located at Leh and Kargil for Social/Tribal Welfare Department in the Union Territory of Ladakh.

1 INTRODUCTION

- 1.1 NHIDCL invites proposal from Architects/Architectural Consultancy firms registered with COA (Council of Architecture, India) for planning and design of various infrastructure works in the Union Territory of Ladakh as per details given in **Data Sheet and Appendix-I**.
- 1.2 A brief description of the assignment and its objectives are given in the RFP.
- 1.3 NHIDCL invites Financial Proposals only (the "Proposals") through off-line bid submission for selection of Architects/ Architectural Consultancy firm (the "Consultant") for the subject work.
 - 1.3.1 The work shall be awarded to the Consultant based on the least cost for subject work to NHIDCL i.e. L1 cost. The empaneled Architects/ Architectural Consultancy firms are hereby invited to submit proposals in the manner prescribed in the LOI.
- 1.4 **Selected Consultant/Firm should be well qualified Architect having good experience of building design. The design of concept drawings should be suitable with the extreme climatic (temperature up to -50 degree Celsius) and peculiar geographic conditions of Ladakh.**
- 1.5 The subject work will be awarded to the L1 bidder based on the lowest cost. However, Authority reserves its right to award the work to L2 bidder on L1 cost if need arises.
- 1.6 Please note that (i) costs of preparing the proposal and of negotiating the contract, including Fs to the Client, etc., are not reimbursable as a direct cost of the assignment; and (ii) Client is not bound to accept any of the proposals submitted and reserve the right to reject any or all proposals without assigning any reasons.
- 1.7 The proposals must be properly signed as detailed below:
 - i. by the proprietor in case of a proprietary firm.
 - ii. by the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly Notarized shall accompany the Proposal).
 - iii. by a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly Notarized shall accompany the proposal).

1.8 Bid Security

- 1.8.1 The bidder shall deposit as part of its Proposal, a Bid Security of Rs. 10,000/- (**Rupees Ten Thousand Only**) through online (RTGS/NEFT/Other online mode) only, to the NHIDCL's Bank account and the bidder must furnish a copy of the online transaction receipt while submitting the proposal.
- 1.8.2 This Bid Security of the unsuccessful bidders is returnable after 30 (thirty) days from the date of opening of the financial proposals or after award of work to the lowest Bidder, whichever is earlier. Bid Security of the selected bidder shall be returned after signing the contract agreement.
- 1.8.3 Any Bid not accompanied by the Bid Security of the required value shall be rejected by the Authority as non-responsive.
- 1.8.4 The NHIDCL shall not be liable to pay any interest on the Bid Security and the same shall be returned interest free.
- 1.8.5 The Bidder, by submitting its application pursuant to this LOI/RFP, shall be deemed to have acknowledged that without prejudice to the NHIDCL's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia* the time, cost and effort of the NHIDCL in regard to RFP including the consideration and evaluation of the Proposal under the following conditions:
- a) If the bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time.
 - b) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement.
- 1.8.6 Pre-proposal conference shall be held on the date, time and venue given in Data Sheet. Due to COVID-19, the bidders are advised to submit their queries through e- mail by due date and time.

1.9 Document fee.

Document fee for offline is Rs. 590/- (**Rupees Five Hundred and Ninety Only**) which includes 18% GST.

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 Consultant requiring a clarification of the documents must notify the Client, in writing, till one day before pre-bid conference. Any request for clarification in writing or by e-mail must be sent to the Client's address indicated in the Data Sheet. The Client will upload replies to pre-bid queries on its website.
- 2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify

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the Documents by amendment or corrigendum. The amendment will be uploaded on NHIDCL website. The Client may at its discretion extend the deadline for the submission of proposals and the same shall also be uploaded on NHIDCL website.

3 PREPARATION OF PROPOSAL

The proposal must be prepared as below:

Part 1: Responsiveness of the Proposal

Part 2: Financial Proposal

3.1 Those proposals will be considered responsive, who has submitted the following:

- i. **Bid Security:** The bidder shall deposit as part of its Proposal, a Bid Security of **Rs. 10,000/- (Rupees Ten Thousand Only)** through online (RTGS/NEFT/Other online mode) only, to the NHIDCL's Bank account and the bidder must furnish a copy of the online transaction receipt while submitting the proposal.
- ii. Power of Attorney, if applicable on a stamp paper of Rs. 100 and duly notarized authorizing to submit the proposal.
- iii. Cover letter for Financial Proposal in the form of Appendix-II. The proposal must not include any financial information.

3.2 Financial Proposal

3.2.1 The Financial proposal should be submitted on percentage cost basis assessed by the consultant to be associated with the assignment. These shall cover Survey, Investigation, Preparation of Design Report, including support staff and transportation. Your financial proposal should be prepared strictly using, the formats attached in Appendix III. 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-III (BoQ) shall be considered non- responsive and is liable to be rejected. Financial bid should be submitted online and offline.

3.2.2 The financial proposal shall take into account all types of the tax liabilities and cost of insurance specified in the Appendix-III.

3.2.3 **Cost shall be expressed in Indian Rupees only.** The payments shall be made in Indian Rupees by the National Highways & Infrastructure Development Corporation Ltd.

4 SUBMISSION OF PROPOSALS

4.1 This cover will contain proposal (Financial Proposal) and other documents mentioned in Clause 3.1.

4.2 The proposal must be prepared in indelible ink and must be signed by the authorized representative of the consultant. The letter of authorization must be confirmed by a

written power of attorney accompanying the proposals. All pages of the proposal must be initialed by the person or persons signing the proposal.

- 4.3 The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consultant themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.
- 4.4 The complete proposal including Financial proposal must be submitted offline only on or before the time and date at the address stated in Data Sheet.
- 4.5 The 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. Financial Bid of only those bidders will be opened who will be responsive in accordance with clause 3.1 of Lol of RFP. In case answers to any of the items mentioned in clause 3.1 of RFP is 'No', the bid shall be declared as non-responsive and shall not be opened further.
- 5.2 **Most Preferred Bidder (L-1)**

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

6 Performance Security

Deleted

7 PENALTY

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

8 AWARD OF CONTRACT

The Client shall issue 'Letter of Award (LOA)' to selected Consultant. If the selected Consultant fail to start the work within prescribed time, the Client may invite the 2nd highest ranking bidder Consultant and follow the procedure outlined in this Letter of Invitation.

9 SIGNING OF CONTRACT AGREEMENT

The Client shall invite the selected bidder for signing of Contract Agreement on a date and time convenient to both parties within 3 days of issue of Letter of Award. The General Conditions of Contract, Special Conditions of Contract and Integrity Pact enclosed in draft Contract Agreement (Appendix-IV) will form the integral part of the Contract Agreement.

10 CONFIRMATION

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

Encl.: As above.

Thanking you.



(Bipin Kumar Chahd)

Offg Executive Director (P)

NHIDCL RO-Ladakh: Yartsa House near Changspa Farm, Changspa, Leh,
UT of Ladakh- 194101

Tel: 01982-295517

Email: nhidcl.leh@gmail.com, Website: www.nhidcl.com

Annexure - I

Details of the assignment proposed for planning and design

Consultancy Services for planning and design of various infrastructures works located at Leh and Kargil for Social/Tribal Welfare Department in the Union Territory of Ladakh

Sr. No.	Project	Locations of proposed project	Estimated Budget (in Rs. Crore)
1	Construction of Women/Girls Hostel at Leh with intake capacity 300 each with Central Heating system	Saboo Thang, Leh, Ladakh	4.20
2	Construction of Women/Girls Hostel at Kargil with intake capacity 300 each with Central Heating system	Near Kargil Airport, Khurbathang, Ladakh	4.20
3	Construction of Observation Home/Shelter Home Under JJ Act at Leh (capacity 25 students)	Saboo Thang, Leh, Ladakh	2.575
4	Construction of Observation Home/Shelter Home Under JJ Act at Kargil (capacity 25 students)	Near Kargil Airport, Khurbathang, Ladakh	2.575
5	Construction of Shelter Home for immediate relief of missing children in Leh (capacity 25 children)	Saboo Thang, Leh, Ladakh	4.00
Total			17.55

DATA SHEET

(References to corresponding paragraphs of LOI are mentioned alongside)

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

“Consultancy Services for planning and design of various infrastructures works located at Leh and Kargil for Social/Tribal Welfare Department in the Union Territory of Ladakh”

(Ref. Para 1.1)

2. The Name of the Client is :

Offg Executive Director (P),

National Highways & Infrastructure Development Corporation Ltd.

RO-Ladakh: Yartsa House near Changspa Farm, Leh, UT of Ladakh-194101.

(Ref. Para 1.1)

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

Date : 08.02.2021

Time : 1500 Hrs

Venue : National Highways & Infrastructure Development Corporation Ltd.

RO-Ladakh: Yartsa House near Changspa Farm, Leh, UT of Ladakh-194101.

(Ref. Para 1.8.6)

4. Bid Security : Rs 10,000/- (Rupees Ten Thousand only)

[Ref. Para 1.8 (i) and 3.1 (i)]

5. The Documents are:

i. Appendix-I: Terms of Reference (TOR)

ii. Appendix-II: Letter for Financial Proposal

iii. Appendix-III: Format for Financial Proposal

iv. Appendix-IV: Draft Contract Agreement

(Ref. Para 2.1)

6. NHIDCL's Bank account details for submission of Bid security attached

Sr. No.	Particulars	Details
1.	Name of Beneficiary	NHIDCL UT Ladakh Project Account
2.	Beneficiary Bank Account No.	362305000136
3.	Beneficiary Bank Branch Name and Address	ICICI Bank Leh Ladakh
4.	Beneficiary Bank Branch IFSC	ICIC0003623

[Ref. Para 3.1 (i)]

7. The common currency is "Indian Rupee".

(Ref. Para 3.2.3)

8. The Address for Proposal Submission is :

Offg Executive Director (P)
National Highways & Infrastructure Development Corporation
Ltd. RO-Ladakh: Yartsa House near Changspa Farm, Changspa,
Leh, UT of Ladakh - 194101 Ph. 01982-295517
Email: nhidcl.leh@gmail.com

(Ref. Para 4.2)

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

Date : 17.02.2021

Time : 1100 Hrs

Address : Offg Executive Director (P)
National Highways & Infrastructure Development Corporation Ltd.
RO-Ladakh: Yartsa House near Changspa Farm, Changspa, Leh,
UT of Ladakh - 194101 Ph. 01982-295517
Email: nhidcl.leh@gmail.com

(Ref. Para 4.4)

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

(Ref. Para 4.5)

11. Evaluation criteria:

(Ref. Para 5.1 & 5.2)

Financial Proposals of all Qualified Consultant in accordance with clause 5.1 of Letter of Invitation shall be opened. Consultant with the lowest financial quote shall be declared as the most preferred bidder (L-1).

12. Commencement of Assignment: The Consultant shall commence the Services for subject work within Fifteen days of the date of effectiveness of the contract.

Appendix-I

Terms of Reference for Consultancy Services (TOR)

1. General

- 1.1 The National Highways & Infrastructure Development Corporation Ltd. has been assigned the work of **Consultancy Services for planning and design of various infrastructures works located at Leh and Kargil for Social/Tribal Welfare Department in the Union Territory of Ladakh.**
- 1.2 NHIDCL will be the employer and executing agency for the consultancy services and the standards of output required from the appointed consultant are of National/International level both in terms of quality and adherence to the agreed time schedule.
- 1.3 The complete work/assignment is divided into various Stages as mentioned in Enclosure-I.
- 1.4 All the works mentioned in Enclosure-I have to be carried out in sequential manner and the authority is not bound to continue with all the works with the same consultant.

2. Objective

- 2.1 The main objective of the consultancy service is to plan and prepare Layout plan, Conceptual Drawings (Floor plan and Elevation in case of buildings) and Cost estimate for the various infrastructure works in the UT of Ladakh.
- 2.2 The consultant should ensure preparation of Conceptual Drawings incorporating aspects of value engineering, self-sustainable, quality audit and safety audit requirement and other various parameters as per the relevant guidelines.

3. Scope of Services

- 3.1 The general scope of services is given in the sections that follow. However, the entire scope of services would, inter-alia, include the items mentioned in the Letter of Invitation and the TOR.
- 3.2 The consultant shall prepare separate documents for each location.
- 3.3 Consultant shall be responsible for sharing the findings from the preparation stages during the bid process of Civil work. During the bid process for a project, the consultant shall support the authority in responding to all technical queries, and shall ensure participation of senior team members of the consultant during all interaction with potential bidders including pre- bid conference, meetings, site visits etc. In addition, the

consultant shall also support preparation of detailed responses to the written queries raised by the bidders.

4. SCOPE OF WORK

Within 3 days from the commencement of Services, the Consultant is required to submit a work programme mentioning the various activities to carry out the work within the given time period.

I) Site Survey:

- a. Consulting agency has to visit the locations for study of existing area and structures if any, and facilities which are useful to decide if new facilities will be required along with Client's Engineers. Locations for construction of structures shall be decided in consultation with respective ENGINEER-IN-CHARGE. All relevant and useful data shall be obtained by consultant. Existing systems and assets should be properly assessed with joint field survey of area and learning from survey and existing infrastructure should be taken into account while designing of the scheme along with life cycle and serviceability of proposed infrastructure.
- b. If required, consulting agency shall engage teams of civil engineers having experience of surveying and leveling of the whole area using latest instruments like, total stations, automatic levels, digital theodolites, digital distance measuring instruments and GIS mapping system etc. They shall prepare electronic field books/ level books and hard copies in systematic manner.
- c. Within 15 days from the commencement of Services, the Consultant is required to submit a Site Survey Report for the subject work.

II) Preparation of Conceptual drawing:

- a. The consultant is required to prepare and submit the complete architectural drawing showing Floor plan, Site plan, Elevation, Cross Section, Isometric projections including Sketches and diagrams in a way that the 3D view of proposed structures is clear and defined.
- b. Architectural Drawing including presentation drawings & survey drawings are required to be submitted by the Consultant. Necessary 2D and 3D drawings, plans, perspectives, etc., shall be prepared and presented for various options, as required.
- c. Consultant is required to submit the Conceptual Drawings as per the timelines given in Enclosure-I.

III) Preparation of Cost Estimate:

- a. The consultant is required to prepare and submit the Cost Estimate for civil work for each location. Cost Estimate is required to be prepared based on the Schedule rates of Jammu & Kashmir/Ladakh. For non-schedule items, consultant is required to submit rate analysis with the cost estimate.

- b. Consultant is required to submit the Cost Estimate for Civil Work as per the timelines given in Enclosure- I.

IV) Miscellaneous:

- a) **Data, Services and Facilities to be provided by the Client:** The Client shall support the consultancy firm to carry out the subject work by ensuring to provide all necessary information regarding existing and required data in connection with the project.
- b) **Duration of Contract:** The duration of the contract shall be for a period of 45 days from the date of Signing of Contract.

5. The Consultant's responsibility would include:

• **Data**

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

• **Design and Estimates**

Consultant is only responsible for planning and conceptual drawing of the structures. NHIDCL shall not be responsible (except as to risks specifically accepted under the conditions of contract) for the validity of the project details and designs and estimates.

6. Standards and Codes of Practices

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

7. Time period for the service

- (a) The consultant will be shortlisted for initial period of 45 days.
- (b) Time period envisaged for preparation and submission of reports is mentioned in Enclosure-I.

8. Project Team and Project Office of the Consultant

- The Consultant shall be required to form a multi-disciplinary team for this assignment. The consultant's team shall be manned by adequate number of experts with relevant experience in the execution of similar detailed design assignments.
- Consultant/Firm should be well qualified Architect having good experience of building design in cold condition for preparation of conceptual drawing.
- The Consultant shall work in the already established office (Regional Office) of NHIDCL at Leh. Architect and other experts/staff of consultant should be available during the course of consultancy services for coordination with NHIDCL and the concerned department of the UT of Ladakh.

9. Reports to be submitted by the Consultant to NHIDCL

- 9.1 All reports, documents and drawings are to be prepared separately for each of the location.
- 9.2 Project preparation activities will be split into 03 Stages as mentioned in Enclosure-I.
- 9.3 Consultant shall be required to complete, to the satisfaction of the client, all the different stages of study within the time frame indicated in the schedule of submission in para 7 pertaining to Reports and Documents for becoming eligible for payment for any part of the next Stage.
- 9.4 The Consultant shall submit to the client the reports and documents after completion of each stage of work as per the schedule and in the number of copies as given in Enclosure III. Further, the reports shall also be submitted in soft copies (Word, Excel, CAD file etc.) in addition to the hardcopies. Consultant shall submit all other reports mentioned specifically in the preceding paras of the TOR.
- 9.5 Consultant is advised to go through the entire terms of reference carefully and plan his work method in such a manner that various activities followed by respective. Consultant is, therefore, advised to deploy sufficient number of supporting personnel, both technical and administrative, to undertake the project preparation activities.

10. Interaction with NHIDCL

1. During entire period of services, the Consultant shall interact continuously with NHIDCL and the Concerned Department and provide any clarification as regards methods being followed and carry out modification as suggested by NHIDCL. A programme of various activities shall be provided to NHIDCL within 3 days from start of work and prior intimation shall be given to NHIDCL regarding start of key activities such as site visits, survey etc. so that inspections of NHIDCL officials could be arranged in time.
2. The NHIDCL officers and other Government officers may visit the site along with Architect & other experts/staff of consultant at any time, individually or collectively to acquaint/ supervise the field investigation and survey works.
3. All equipment, software and books etc. required for satisfactory services for this project shall be obtained by the Consultant at their own cost and shall be their property.

11 Payment Schedule

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

12 Data and Software

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

Enclosure-I

SCHEDULE OF SUBMISSION OF REPORTS AND DOCUMENTS

Stage	Item	No. of hard copies	Time Period in days from the date of commencement of Agreement
1	Site Survey Report	3	3 days
2	Conceptual drawings including all level floor plans, site plan, sections, Elevations, 3D sketches etc.	5	10 days
3	Cost Estimate for the Work	5	12 days

APPENDIX-II

Letter of Financial Proposal (On Bidder's letter head)

(Date and Reference)

To,

The Offg Executive Director (Projects)
National Highways & Infrastructure Development Corporation
Ltd. RO-Ladakh: Yartsa House near Changspa Farm, Changspa,
Leh, UT of Ladakh - 194101. Email: nhidcl.leh@gmail.com

Sub: Consultancy Services for planning and design of various infrastructures works located at Leh and Kargil for Social/Tribal Welfare Department in the Union Territory of Ladakh.

Sir,

With reference to your RFP Document dated, I/we i.e. M/s-----

----- (Name of Bidder) having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant. The proposal is unconditional and unqualified.

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

are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with Clause 1.7 of the RFP documents.

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

location of Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of and documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

18. The Financial Proposal is being submitted online only. The responsiveness in accordance with clause 3.1 and clause 5 of Lol of RFP with Financial Proposal shall constitute the application which shall be binding on us.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

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

APPENDIX-III

(BOQ)

Soft Copy Attached

Appendix-IV

DRAFT CONTRACT AGREEMENT

Between

**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.
RO-LADAKH: YARTSA HOUSE NEAR CHANGSPA FARM, CHANGSPA, LEH,
UT OF LADAKH - 194101**

and

M/s

For

“Consultancy Services for planning and design of various infrastructures works located at Leh and Kargil for Social/Tribal Welfare Department in the Union Territory of Ladakh”

CONTENTS

Sl. No.	Description	Page No.
I	CONTRACT FORCONSULTANT'S SERVICES	
II	GENERAL CONDITIONS OF CONTRACT	
1.	General Provisions	
1.1.	Definitions	
1.2.	Relation between the Parties	
1.3.	Law Governing the Contract	
1.4.	Language	
1.5.	Headings	
1.6.	Notices	
1.7.	Location	
1.8.	Authority of Member in Charge	
1.9.	Authorized Representatives	
1.10.	Taxes and Duties	
2.	Commencement, Completion, Modification and Termination of Contract	
2.1.	Effectiveness of Contract	
2.2.	Termination of Contract for Failure to BecomeEffective	
2.3.	Commencement of Services	
2.4.	Expiration of Contract	
2.5.	Entire Agreement	
2.6.	Modification	
2.7.	Force Majeure	
2.7.1	Definition	
2.7.2	No Breach of Contract	
2.7.3	Measures to be Taken	
2.7.4	Extension of Time	
2.7.5	Payments	
2.7.6	Consultation	
2.8	Suspension	
2.9	Termination	
2.9.1	By the Client	
2.9.2	By the Consultant	
2.9.3	Cessation of Rights and Obligations	
2.9.4	Cessation of Services	
2.9.5	Payment upon Termination	
2.9.6	Disputes about Events of Termination	
3.	Obligations of the Consultant	
3.1	General	
3.1.1.	Standard of Performance	
3.1.2.	Law Governing Services	

3.2 Conflict of Interests

3.2.1 Consultant not to Benefit from Commissions, discounts etc.

3.2.2 Consultant and Affiliates not to be otherwise interested in Project

3.2.3 Prohibition of Conflicting Activities

3.3 Confidentiality

3.4 Liability of the Consultant

3.5 Insurance to be taken out by the Consultant

3.6 Accounting, Inspection and Auditing

3.7 Consultant' Actions requiring Client's prior Approval

3.8 Reporting Obligations

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

3.10 Equipment and Materials furnished by the Client

4. Consultant' Personnel

4.1 General

4.2 Description of Personnel

4.3 Approval of Personnel

5. Obligations of the Client

5.1. Assistance and Exemptions

5.2. Access to Land

5.3. Change in the Applicable Law

5.4. Services, Facilities and Property of the Client

5.5. Payment

6. Payment to the Consultant

6.1 Cost Estimates; Ceiling Amount

6.2 Currency of Payment

6.3 Mode of Billing and Payment

7. Responsibility for accuracy of the project document

7.1 General

7.2 Retention money

7.3 Penalty

7.4 Action for deficiency in services

8. Fairness and Good Faith

8.1 Good Faith

8.2 Operation of the Contract

9. SETTLEMENT OF DISPUTES

9.1. Amicable Settlement

9.2. Dispute Settlement

10. Change of Scope

III. SPECIAL CONDITIONS OF CONTRACT

IV. APPENDICES

- Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements
- Appendix B: Schedule for submission of various reports
- Appendix C: Hours of work for Consultant's Personnel
- Appendix D: Deleted
- Appendix E: Cost Estimate
- Appendix F: Deleted
- Appendix G: Copy of letter of invitation
- Appendix H: Copy of letter of acceptance
- Appendix I : Deleted
- Appendix J : Minutes of the Pre-bid meeting

DRAFT CONTRACT FOR CONSULTANT'S SERVICES

CONTRACT FOR CONSULTANT' SERVICES

"Consultancy Services for planning and design of various infrastructures works located at Leh and Kargil for Social/Tribal Welfare Department in the Union Territory of Ladakh".

This CONTRACT (hereinafter called the "Contract") is made on the ----- day of the month of----- 2021, between, on the one hand, NHIDCL (hereinafter called the "Client") and, on the other hand, M/s ----- (herein after called the "Consultant").

WHEREAS

- (A) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");
- (B) the Consultant, 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: Schedule for submission of various reports

Appendix C: Hours of work for Consultant' Personnel

Appendix D: Deleted

Appendix E: Cost Estimate

Appendix F: Deleted

Appendix G: Copy of letter of invitation

Appendix H: Copy of letter of acceptance

Appendix I: Deleted

Appendix J: Minutes of the pre-bid meeting

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract; in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

- (b) Client shall make payments to the Consultant in accordance with the provisions of the Contract.
- (c) Notwithstanding any other provisions of this contract, payments under this Contract shall not exceed the amount equivalent to % of Estimated Cost/Budget of Project specified in Annexure-I.

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

FOR AND ON BEHALF OF
NHIDCL

By
Authorized Representative

Witness

- 1. Signature Name
Address
- 2. Signature Name
Address

FOR AND ON BEHALF OF
(Consultant)

By
Authorized Representative

Witness

- 1. Signature Name
Address
- 2. Signature
Name Address

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) "foreign currency" means any currency other than the currency of the Government;
- (d) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of India;
- (g) "local currency" means the currency of the Government;
- (h) "Member", in case the Consultant 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 Consultant 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 Consultant, as the case may be, and Parties means both of them;
- (k) "Services" means the work to be performed by the Consultant 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 Consultant 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 Consultant 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 Consultant. The Consultant, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Governing Law and Jurisdiction

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

1.4 Language

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

1.5 Table of Contents and Headings

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

1.6 Notices

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

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

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

to Clause GC 1.6.2.

1.7 Location

The Services shall be performed for Union Territory of Ladakh.

1.8 Deleted

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

1.10 Taxes and Duties

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

The Consultant shall begin carrying out the Services within 03 (three) days of receipt of such instructions/orders from NHIDCL.

2.4 Expiration of Contract

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

2.5 Entire Agreement

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

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultant 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 Consultant 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 Consultant, 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 Consultant, suspend all payments to the Consultant hereunder if the Consultant 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 Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may, by not less than fifteen (15) days' written notice of termination to the Consultant (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 Consultant fail to remedy a failure in the performance of their

obligations are under, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within fifteen (15) 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 Consultant become (or, if the Consultant 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 Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultant submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant know to be false;
- (e) 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
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Consultant

The Consultant 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 Consultant 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 Consultant 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 Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

2.9.3 Cessation of Rights and Obligations

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

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall 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 Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- (i) Expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (ii) 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 Consultant's 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 CONSULTANT

3.1 General

3.1.1 Standard of Performance

The Consultant 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 Consultant 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 consultant or Third Parties.

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

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

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

3.2.2 Consultant and Affiliates not to be otherwise interested inProject

The Consultant agree that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, 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 Consultant nor their Sub consultant 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 Consultant, their Sub consultant and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information related to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultant

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

- (a) Except in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant 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 Consultant hereunder, or (B) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (A) or (B) is higher.
- (b) This limitation of liability shall not affect the Consultant' liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

3.5 Insurance to be taken out by the Consultant

The Consultant (i) shall take out and maintain, and shall cause any Sub consultant to take out and maintain, at their (or the Sub consultant', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, given below, and (ii) at the Client's request, shall

provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

The risks and the coverage shall be as follows:

- (a) (i) The Consultant shall provide to NHIDCL Professional Liability Insurance (PLI) upto a period of three years beyond completion of Consultancy services or as per Applicable Law, whichever is higher.
 - (ii) The Consultant will maintain at its expense PLI including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, (A) For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultant hereunder OR (B) the proceeds, the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, (C) For the amount of Rs. 50 Lakh, whichever of (A) or (B) or (C) is higher.
 - (iii) The policy should be issued only from an Insurance Company operating in India.
 - (iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy" (AOP) and in no case should be for an amount less than stated in the contract.
 - (v) Deleted
 - (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.
- (b) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of Contract Agreement.

3.6 Accounting, Inspection and Auditing

The Consultant (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 Consultant's 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 Consultant' Actions requiring Client's prior Approval

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

- (a) appointing /replacement of members of the Personnel as are listed in Appendix B;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i)that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultant 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 Consultant shall submit to the Client the reports and documents specified in Appendix A/E here to, in the form, numbers and within the time periods set forth in the said Appendix.

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

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Client, and the Consultant 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 Consultant may retain a copy of such documents. The consultant shall not use these documents for purposes unrelated to this contract without the prior written approval of the client.

3.10 Equipment and Materials furnished by the Client

Equipment and materials made available to the Consultant by the Client, or purchased by the Consultant 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 Consultant 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 I instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them in an amount equal to their full replacement value.

4. CONSULTANT' PERSONNEL

4.1 General

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

4.2 Description of Personnel

- (a) Selected Consultant/Firm should be well qualified Architect having good experience of building design in cold condition for preparation of conceptual drawing.
- (b) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated cost may be increased by Client in writing to the Consultant.

4.3 Approval of Personnel

Consultant may engage any experienced and qualified personnel required to carry out the work.

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.

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 Consultant, Sub consultant and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub consultant 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) Deleted
- (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 Consultant 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 Consultant 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 Consultant or any Sub consultant 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 Consultant in performing the Services, then the expenses otherwise payable to the Consultant 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 Consultant 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 Consultant as and when so specified, the Parties shall agree on (i) any time extension that may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1(c) hereinafter.

5.5 Payment

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

6. PAYMENT TO THE CONSULTANT

6.1 Payment for preparation of Conceptual Drawings & Cost Estimates

- (a) The LOA issued to the consultant shall clearly mention the cost of services

separately payable in local currency (Indian Rupees) which will be the ceiling amount.

- (b) Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1(c), the payments under this Contract shall not exceed the ceiling amount specified in the LOA.
- (c) Notwithstanding Clause 6.1(b) hereof, if pursuant to Clauses 5.4 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause 6.1(a) above, the ceiling set forth in Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.
- (d) **Currency of Payment:** The payment shall be made in Indian Rupees.
- (e) **SCHEDULE OF PAYMENT**

Sl. No.	Item	Percentage of Contract Amount Payable
1	Site Survey	15%
2	Conceptual drawings including all level floor plans, site plan, sections, Elevations, 3D sketches etc.	50%
3	Preparation of Cost Estimate for Work	35%

Note: Retention money is to be deducted from each invoices of consultant which may be released after the completion of civil contract works or after 3 years from completion of DPR consultancy services mentioned, whichever is earlier. (Please refer clause 7.2)

6.2 Payment for Supervision

6.2.1 Deleted.

6.2.2 Deleted

6.3 Mode of Billing and Payment Billing and payments in respect of the Services shall be made as follows:

- (a) As soon as practicable and not later than Seven (07) days after the end of each Stage during the period of the Services, the Consultant shall submit to the Client, in duplicate, itemized statements, along with appropriate supporting materials if required, for amounts payable pursuant to Clauses GC6 for such month
- (b) 75% of bill raised by the Consultant shall be paid within 7 days and remaining bill may be paid after due scrutiny. The Client shall cause the payment of the Consultant periodically as given in schedule of payment above within thirty (30) days after the receipt by the Client of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest 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.
- (c) 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 Consultant 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 ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall there upon 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 Consultant to the Client within thirty, (30) days after receipt by the Consultant 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.
- (e) All payments under this Contract shall be made to the account of the Consultant specified in the SC.

7. Responsibility for Accuracy of Project Documents

7.1 General

- 7.1.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs,

drawings, estimates and all other details prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.

7.1.2 The Consultant shall be fully responsible for the accuracy of design and drawings of the structures. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings of the structures noticed during the construction and even thereafter and the Client shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultant.

7.1.3 The survey control points established by the Consultant shall be protected by the Consultant till the completion of the Consultancy Services.

7.2 Retention Money

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

7.3 Penalty

7.3.1 Penalty for delay

In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 5% of the contract value will be imposed and shall be recovered from payments due/Retention money. 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 Consultant 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 consultant for minor deficiencies. In the case of major deficiencies in the Detailed Project Report involving time and cost overrun and adverse effect on reputation of NHIDCL, other penal action including debarring for certain period may also be initiated as per the policy of NHIDCL.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Contract

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

9. SETTLEMENT OF DISPUTES

9.1 Amicable Settlement

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

9.2 Dispute Settlement

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

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

(A) Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the president, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the later of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- (c) If, in a dispute subject to Clause SC 9.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

(B) Rules of Procedure

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

(C) Substitute Arbitrators

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

(D) Qualifications of Arbitrators

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

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

(E) Miscellaneous

In any arbitration proceeding hereunder:

- Proceedings shall, unless otherwise agreed by the Parties, be held in DELHI
- the English language shall be the official language for all purposes; and [Note: English language may be changed to any other Language, with the agreement of both the Parties.]
- the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
- The maximum amount payable per Arbitrator in Arbitration clauses shall be as under

S.No	Particulars	Maximum amount payable per Arbitrator/ per Case
1	Arbitrator fee	Rs 15,000/- per day subject to a maximum of Rs 4 lacs or Rs 2.5 lacs (lump sum) subject to publishing the award within 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 award	Rs 20,000/-
5	Other expenses (As per actual against bills subject to maximum of the prescribed ceiling given below)	
	Traveling expenses Lodging and Boarding	Economy class (by air), First class AC (by train) and AC Car (by road) a) Rs 15,000/- per day (in metro cities) b) Rs 7,000/- per day (in other cities) c) Rs 3,000/- per day if any Arbitrator makes their own arrangements.
6	Local travel	Rs 1,500/- per day
7	Extra charges for days other than hearing/ meeting days (maximum for 2 days)	Rs 3,500/- per day

Note:-	<ol style="list-style-type: none">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.
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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 Consultant and with the specific approval of the NHIDCL before appointment of the Arbitrator,

10. Change of Scope

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

Appendix A

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

Appendix B

Schedule for submission of various reports

Appendix C

Hours of work for Consultant' 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 E

Cost Estimate

Appendix G: Copy of letter of invitation

Appendix H: Copy of letter of acceptance

Appendix J : Reply to Queries of the Bidder