

DMICDC

Delhi-Mumbai Industrial Corridor Development Corporation

International Competitive Bidding (ICB)

CONSULTANCY SERVICES FOR

**PREPARATION OF PRELIMINARY DESIGN REPORT FOR ROADS
& SERVICES/ UTILITIES FOR GLOBAL CITY, HARYANA UNDER
DMIC PROJECT**

Request for Qualification (RfQ)

cum

Request for Proposal (RfP)

2017

**Delhi - Mumbai Industrial Corridor Development Corporation
Limited
(DMICDC)**

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DMICDC
Delhi Mumbai Industrial Corridor Development Corporation Limited
INTERNATIONAL COMPETITIVE BIDDING (ICB)

Request for Qualification (RfQ) cum Request for Proposal (RfP) for Selection of Consultant for Preparation of Preliminary Design Report for Roads & Services/ Utilities for Global City Project, Haryana under DMIC Project

(Ref No: DMIC/2017/06/001)

The Government of India has envisaged the development of Delhi Mumbai Industrial Corridor (DMIC) along the alignment of proposed Multi-modal High Axle Load Dedicated Freight Corridor (DFC) between Delhi and Mumbai, covering an overall length of 1,483 km. Further, Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC), a special purpose company, was incorporated to establish, promote and facilitate development of DMIC Project.

Online tenders through e-procurement are invited by Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC) invites RfQ cum RfP from interested bidders for **Selection of Consultant for Preparation of Preliminary Design Report for Roads & Services/ Utilities for Global City Project at Haryana under DMIC Project**. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RfQ cum RfP document uploaded on the website: www.dmicdc.com or from Central Procurement Portal (<http://eprocure.gov.in>).

Interested applicants are requested to submit their responses to the RfQ cum RfP online at Central Public Procurement Portal on or before 6th July, 2017 3:00 PM. The RFP submissions will necessarily have to be accompanied with a Bank Draft of USD 2000.00 only (USD Two thousand Only) or INR 1,00,000.00 (Indian Rupees One Lakh only) plus Service Tax @ 15% in favour of "Delhi Mumbai Industrial Corridor Development Corporation Limited", payable at New Delhi, India, as a non-refundable processing fee.

Applicant who wish to participate in online bidding will have to procure digital certificate as per IT Act, 2000 to sign their electronic bids. Offers which are not digitally signed will not be accepted. Applicant shall submit their offer in electronic format on CPP Portal only.

Delhi Mumbai Industrial Corridor Development Corporation Ltd

Room No. 341-B, 3rd Floor, Hotel Ashok,
Diplomatic Enclave, 50-B Chanakyapuri, New Delhi -110 021
Tel No: 011-2611 8884-8; Fax: 011-2611 8889
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Email: contactus@dmicdc.com, tenders@dmicdc.com

Disclaimer

1. This RFP document is neither an agreement nor an offer by the Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC) to the prospective Applicants or any other person. The purpose of this RFQ CUM RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFQ CUM RFP.
2. DMICDC does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ CUM RFP document and it is not possible for DMICDC to consider particular needs of each party who reads or uses this RFQ CUM RFP document. This RFQ CUM RFP includes statements which reflect various assumptions and assessments arrived at by DMICDC in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFQ CUM RFP document and obtain independent advice from appropriate sources.
3. DMICDC will not have any liability to any prospective Consultancy Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ CUM RFP document, any matter deemed to form part of this RFQ CUM RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of DMICDC or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. DMICDC will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFQ CUM RFP.
4. DMICDC will not be responsible for any delay in receiving the proposals. The issue of this RFQ CUM RFP does not imply that DMICDC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the consultancy and DMICDC reserves the right to accept/reject any or all of proposals submitted in response to this RFQ CUM RFP document at any stage without assigning any reasons whatsoever. DMICDC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFQ CUM RFP Application.

5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DMICDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. DMICDC reserves the right to change/ modify/ amend any or all provisions of this RFQ CUM RFP document. Such revisions to the RFQ CUM RFP / amended RFQ CUM RFP will be made available on the website of DMICDC.

**Selection of Consultant for Preparation of Preliminary Design Report for Roads & Services/ Utilities for
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Section 1. Letter of Invitation

New Delhi

Date: June, 2017

1. Introduction

The Government of India has envisaged the development of Delhi Mumbai Industrial Corridor (DMIC) along the alignment of proposed Multi-modal High Axle Load Dedicated Freight Corridor between Delhi and Mumbai, covering an overall length of 1,483 km. Further, Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC), a special purpose company, was incorporated to establish, promote and facilitate development of the DMIC Project.

The Manesar Bawal Investment Region (MBIR) is proposed as a major new industrial hub to be located in Rewari District of Haryana and is about 82 km south-west of NCT of Delhi. The designed site covers an area of about 402sq km includes existing Bawal Industrial Town and borders Rajasthan. The MBIR is the first investment region to be designated under the proposed Delhi – Mumbai Industrial Corridor project (DMIC), an initiative to create a linear zone of development along a Dedicated Freight Corridor (DFC) railway line.

It is envisaged that the MBIR would become a major industrial centre, having direct connectivity with DFC and major National & State Highways. In addition to industrial parks and estates, the DP for the MBIR allocates land for residential, knowledge/ researched based employment, commercial areas, education and community services, recreational areas, open space and parks, environmental buffers, together with networks for transport and utility services.

The MBIR is to be developed as an integrated and largely self-contained new city with the potential to grow up to a target population of 3.2 million populations and focuses on creating an enabling environment to promote local industries, enhance investment climate, improve quality of life, upgrade human skills, create world class infrastructure and attract global investments.

The Global City Project is to be planned with Financial/ Business Center as an integral part and growth driver for the city. The city would thrive on world class infrastructure backbone built on smart city concept by integrating water, power, and connectivity to integration of IT services in managing various public utilities of the area. The city would not only add to the economy of the state but also help in generating skilled development. The feasibility report and master plan for developing a Global City at Garhi-Harsaru in Gurgaon District in Haryana Sub region of DMIC of about 1100 acres has already been initiated. This would be developed as a Model Future City taking into account the best international practices for development, implementation, maintenance and management.

The selected consultant shall be envisaged to undertake a preliminary engineering for roads and services/utilities for development of Global City Project.

Selection of Consultant for Preparation of Preliminary Design Report for Roads & Services/ Utilities for Global City Project at Haryana under DMIC Project

Objectives

The objective of this RFQ CUM RFP is to engage a consultant for **Preparation of Preliminary Design Report for Roads & Services/ Utilities for Global City Project at Haryana under DMIC Project.**

2. **A Consultant will be selected under Combined Quality cum Cost Based Selection (CQCCBS) and procedures described in this RFQ CUM RFP.**

3. **The RFQ CUM RFP includes the following documents:**

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Consultants

SECTION 3: Technical Proposal - Standard Forms

SECTION 4: Financial Proposal - Standard forms

SECTION 5: Terms of Reference

SECTION 6: Standard forms of Contract

All clarifications/ corrigenda will be published on the CPP Portal and Client's website. The official website for accessing the information related to this RFQ CUM RFP is: <http://eprocure.gov.in> and www.dmicdc.com (the "Official Website").

Yours sincerely

**CEO&MD
DMICDC**

Section 2. Instructions to Consultants

2.1 Introduction

- 2.1.1 The Client named in the data sheet will select a consulting firm/ organisation (the Consultant), in accordance with the method of selection specified in the data sheet. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by Client through the selection process specified in this RFQ CUM RFP (the "Selection Process"). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Client's decisions are without any right of appeal whatsoever.
- 2.1.2 **The Applicants shall submit the proposals online through Central Public Procurement Portal i.e. www.eprocure.gov.in The details of the enrolment process which shall be followed by the applicants and process of preparation and submission of bid proposals is enclosed at "Annexure-B". Bid proposals received in the manual form at the client's address will not be accepted.**
- 2.1.3 The Applicants are invited to submit Pre-qualification, Technical and Financial Proposals (collectively called as "the Proposal"), as specified in the data sheet, for the services required for the Assignment. The term "Applicant" refers to a single entity or the group of entities coming together to execute the assignment. The Proposal will form the basis for contract signing with the selected Consultant. The Consultant shall carry out the preliminary design and prepare tender documents for selection of contractor and review the contractors' detailed designs of works in the project area in accordance with the Terms of Reference of this RFQ CUM RFP (the "TOR").
- 2.1.4 **The Applicant shall submit the Proposal in the form and manner specified in this RFQ CUM RFP. Online submission of proposals must reach DMICDC office as per the date and time mentioned in this document. It is the responsibility of the Bidder to submit the bid before the last date and time on the online portal, and DMICDC shall not be responsible for any delay due to any of the technical/server issues.**
- 2.1.5 Applicants should familiarize themselves with local conditions and take them into account in preparing their Proposals.
- 2.1.6 The Client will timely provide, at no cost to the Consultants, the inputs and facilities required to carry out the services, and provide relevant project data and reports related to the Assignment available with the Client. However, for avoidance of doubt, it is hereby clarified that the aforesaid data/ information provided under the RFQ CUM RFP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the Applicants towards preparation of their Proposals. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by the Client and/ or any of his consultants.
- 2.1.7 Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Applicants.
- 2.1.8 Client requires that the Consultant provides professional, objective, and impartial advice and at all times hold Client's interests' paramount, avoid conflicts with other

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assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the Project.

- 2.1.9 It is the Client's policy to require that the Consultants observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, the Client:
1. defines, for the purposes of this provision, the terms set forth below as follows:
 - a) "Corrupt practice" means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and
 - b) "Fraudulent practice" means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.
 2. will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the contract in question;
 3. will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the contract.
- 2.1.10 All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulge in "Prohibited Practices"; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of the Proposal Due Date, it would not be eligible to submit a Proposal either by itself or as part of a Consortium.
- 2.1.11 Arbitration: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFQ CUM RFP , the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi – India and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.
- 2.1.12 Termination of Contract: Client will have the right to terminate the contract by giving 30 (thirty) days written notice. In the event of termination for no fault of Consultant, the Client will reimburse all the expenses incurred by the Consultant (upon submission of proof) including closing-up of the project. If the contract is terminated due to the fault of the Consultant or in case of termination of the contract by the Consultant for reasons not attributable to the Client, the Client will forfeit the performance security of the Consultant.

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- 2.1.13 Details related to timelines and submission of deliverables at each stage is given in the TOR.
- 2.1.14 The Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date (the “PDD”).
- 2.1.15 Brief Description of the Selection Process: **The Client has adopted a three stage selection process (collectively the “Selection Process”) for evaluating the Proposals. The Bids shall comprise of three parts namely the Pre-Qualification, Technical and Financial Proposals. The Pre-Qualification Proposal shall be submitted online titled Request for Qualification (RFQ) along with the processing fee and bid security. The Technical Proposal and Financial Proposal shall also be submitted online in the relevant section. The submissions for Pre-Qualification shall be evaluated first as specified in this RFQ cum RFP. Subsequently the technical evaluation as specified in this RFQ cum RFP will be carried out only for those Applicants who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. Only the Financial Proposals of technically qualified Applicants will be opened. Proposals will finally be ranked according to their combined technical and financial scores as specified in this RFQ cum RFP. The first ranked Applicant (the —Selected Applicant) shall be invited for Negotiations while the second ranked Applicant will be kept in reserve.**
- 2.1.16 Number of Proposals: No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as a member of a consortium shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.
- 2.1.17 Visit to the Client and Verification of Information: Applicants are encouraged to submit their respective Proposals after visiting the office of the Client or its delegates as the case may be, and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
- 2.1.18 Right to reject any or all Proposals:
1. Notwithstanding anything contained in this RFQ CUM RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
 2. Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:
 - a) at any time, a material misrepresentation is made or discovered, or
 - b) the Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
 3. Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.
- 2.1.19 Acknowledgement by Applicant
1. It shall be deemed that by submitting the Proposal, the Applicant has:

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- a) made a complete and careful examination of the RFQ CUM RFP ;
 - b) received all relevant information requested from the Client;
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ CUM RFP or furnished by or on behalf of the Client;
 - d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - e) acknowledged that it does not have a Conflict of Interest; and
 - f) agreed to be bound by the undertaking provided by it under and in term hereof.
2. The Client and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ CUM RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.
- 2.1.20 RFQ CUM RFP Processing Fee: **The RFQ CUM RFP submissions shall be accompanied by a Bank Draft of USD 2,000.00 only (USD Two Thousand Only) or INR 1,00,000.00 (Indian Rupees One Lakh only) plus Service Tax @15% in favour of “Delhi Mumbai Industrial Corridor Development Corporation Limited”, payable at New Delhi, India, as a non-refundable RFQ CUM RFP processing fee (the “RFQ CUM RFP Processing Fee”). Proposals unaccompanied with the aforesaid RFQ CUM RFP Processing Fee shall be liable to be rejected by the Client. The scanned copy of the processing fee shall be submitted online at the time of submission of bid proposals. The hard copy of the processing in the form of Bank Draft shall be submitted at the Client’s office before last date of submission of proposals. Applicants whose processing fee is not received by the Client before the last date of submission, their proposals will be rejected.**
- 2.1.21 Project Office: Consultant is advised to have their main Project Office at Delhi/Gurgaon/NCR Region.
- 2.2 Clarification and amendment of RFQ CUM RFP documents
- 2.2.1 Consultants may seek clarification on this RFQ CUM RFP document, within the time specified in the data sheet. Any request for clarification must be sent by standard electronic means (PDF and word file)/ fax to the Client’s office addressed to:
- CEO & Managing Director,
Delhi Mumbai Industrial Corridor Development Corporation Limited,
Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,
50B Chanakyapuri, New Delhi – 110021, India
contactus@dmicdc.com tenders@dmicdc.com**
- The Client will endeavour to respond to the queries by the time specified in the data sheet. The responses will be sent by fax or e-mail. The Client will post the reply to all such queries on its official website.
- 2.2.2 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 prospective Applicant, modify the RFQ CUM RFP documents by an amendment. All amendments/ corrigenda will be posted only on the Client’s Official Website. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the Proposal Due Date.

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- 2.2.3 Date of pre-bid meeting and venue is mentioned in data sheet. Applicants willing to attend the pre-bid should inform client beforehand in writing and email. The maximum no. of participants from an applicant, who chose to attend the pre-bid meeting, shall not be more than two per applicant. The representatives attending the pre-bid meeting shall accompany with an authority letter duly signed by the authorised signatory of his/her organisation.
- 2.3 Clarification and/ or interpretation of reports
- After submission of the final reports of each phase by the Consultant, to the satisfaction of the Client or State Nodal Agency, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, consultant shall, on receipt of written request from the Client or State Nodal Agency, furnish such clarification to the satisfaction of Client or State Nodal Agency within five (05) working days without any extra charge.
- 2.4 Ownership of document and copyright
- All the study outputs including primary data shall be compiled, classified and submitted by the Consultants to the Client in hard and soft copies in addition to the requirements for the reports and deliverables indicated in the TOR. The study outputs shall remain the property of the Client and shall not be used for any purpose other than that intended under these terms of reference without the permission of the Client.
- 2.5 Bid security
- 2.5.1 A bid security in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of 'Delhi Mumbai Industrial Corridor Development Corporation Limited', valid for 180 (one hundred and eighty) days from the PDD, payable at New Delhi, for the sum of Rs 10,00,000/- (Rupees Ten Lakh Only) or US dollars 20,000.00 (USD Twenty Thousand only) shall be required to be submitted by each Applicant ("Bid Security").
- 2.5.2 **The scanned copy of the bid security shall be submitted online at the time of submission of bid proposals. The hard copy of the bid security in the form of Bank Guarantee shall be submitted at the Client's office before last date of submission of proposals. Applicants whose bid security is not received by the Client before the last date of submission, their proposals will be rejected.**
- 2.5.3 Client will not be liable to pay any interest on bid security deposits. Bid security of unsuccessful Applicants shall be returned, without any interest, within two months after signing the contract with the Selected Applicant or when the selection process is cancelled by Client. The Selected Applicant's Bid Security shall be returned, without any interest upon the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RFQ CUM RFP and contract.
- 2.5.4 Client will be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to Client in regard to the RFQ CUM RFP without prejudice to Client's any other right or remedy under the following conditions:
1. If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFQ CUM RFP (including the Standard Form of Contract);
 2. If any Applicant withdraws its Proposal during the period of its validity as specified in this RFQ CUM RFP and as extended by the Applicant from time to time,
 3. In the case of the Selected Applicant, if the Selected Applicant fails to sign the contract or provide the Performance Security within the specified time limit, or

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4. If the Applicant commits any breach of terms of this RFQ CUM RFP or is found to have made a false representation to Client.
- 2.5.5 Performance Security equivalent to the amount indicated in this RFQ CUM RFP shall be furnished before signing of the contract in the form of a Bank Guarantee in the format specified in RFQ CUM RFP document.
- For the successful bidder the Performance Security shall be retained by Client until the completion of the assignment by the Consultant and be released 180 (Three Hundred Eighty) days after the completion of the assignment.
- 2.6 Eligibility of applicants
- 2.6.1 The Applicant for participation in the Selection Process, may be a single entity or a group of entities (the "Consortium"), coming together to execute the Assignment. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the Assignment.
- 2.6.2 An Applicant or a member of Consortium may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956 or a body corporate incorporated under the applicable laws of its origin.
- 2.6.3 An Applicant currently executing three or more similar projects being managed by DMICDC or its related SPVs [namely, Aurangabad Industrial Township Limited (AITL) Vikram Udyogpuri Ltd. (VUL), Pithampur Jal Prabandhan Company Limited (PJPCL), Dholera Industrial City Development Ltd. (DICDL) and Integrated Industrial Township Greater Noida Limited (IITGNL)] shall not be eligible to bid. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise. Similar projects to be construed are Preliminary Engineering etc.
- 2.6.4 An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
1. the Applicant, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above,

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where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or

2. a constituent of such Applicant is also a constituent of another Applicant; or
3. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
4. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
5. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Applicant; or
6. there is a conflict among this and other consulting assignments of the Applicant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Client for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
7. a firm which has been engaged by the Client to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as per provisions of this RFQ CUM RFP , conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
8. the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5 percent of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.
9. For purposes of this RFQ CUM RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

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- 2.6.5 An Applicant eventually appointed to provide Consultancy for this Assignment/ Project, and its Associates, shall be disqualified from subsequently providing consultancy and/or goods, works, services etc. related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 2 (two) years from the completion of this Assignment. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5 percent of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.
- 2.6.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.6.7 An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.6.8 In case the Applicant is a Consortium, it shall, comply with the following additional requirements:
1. Number of members in a consortium shall not exceed 3 (three);
 2. Subject to the provisions of sub-clause (1) above, the Application should contain the information required for each member of the Consortium;
 3. Members of the Consortium shall nominate one member as the lead member (the "Lead Firm"). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFQ CUM RFP, signed by all the other members of the Consortium. The duties, responsibilities and powers of such Lead firm shall be specifically included in the joint Bidding Agreement. It is expected that the Lead Firm would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Client expects that Lead Firm should have maximum responsibility pertaining to execution of Assignment;
 4. The Application should include a brief description of the roles and responsibilities of individual members;
 5. An individual Applicant cannot at the same time be a member of a Consortium applying for the Assignment. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for the Assignment;
 6. No Change in the composition of the Consortium will be permitted by the Client during the Selection Process and during the subsistence of the contract (in case the successful applicant/ consultant is a consortium).
 7. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Jt. Bidding Agreement"), for the purpose of submitting a Proposal. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - a) clearly outline the proposed roles and responsibilities, if any, of each member;
 - b) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Assignment until the completion of the Assignment in accordance with the contract and the TOR;
 - c) clearly define the proposed administrative arrangements (organisation chart) for the management and execution of the Assignment, if awarded to the Consortium;

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- d) except as provided under this RFQ CUM RFP , there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Client.

2.7 Preparation of proposal

- 2.7.1 Consultants are requested to submit their Proposal in English language and strictly in the formats provided in this RFQ CUM RFP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.7.2 In preparing their Proposal, Consultants are expected to thoroughly examine the RFQ CUM RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 2.7.3 Technical Proposal: While preparing the Technical Proposal, Consultants must give particular attention to the following:
1. All key personnel proposed must be full time employees of the firm.
 2. Consultant is to ensure that the time allocated for the proposed key staff does not conflict with the time allocated or proposed for any other assignment. The Client reserves the right to request a workload projection (including time spent on other projects/clients) for the key staff.
 3. The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.
 4. No such key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the TOR.
 5. The key personnel shall remain available for the period as indicated in the RFQ CUM RFP.
 6. No alternative proposal for any key personnel shall be made and only one CV for each position shall be furnished.
 7. Each CV needs to have been recently signed by the key personnel and/or countersigned by the authorized official of the Firm. At the time of submission of bid proposal, the scanned copies of the signature of key personnel will be allowed but at the time of signing of contract, the original signature will be required. However, in both the cases, original counter signature of Authorised signatory shall be required in original.
 8. A CV shall be summarily rejected if the educational qualification of the key personnel proposed does not match with the requirement as given in the RFQ CUM RFP.
 9. Client certifications for the projects listed under the experience section. The certifications must confirm the project attributes (size, fee, duration etc) and the scope of work on the projects.
 10. The Applicant should form a Joint Venture/ Consortium with his Associate in case he wants to submit the proposal using the experience/ strength of his Associate.
 11. If the Applicant being a Consortium is qualified on the strength of the experience of a member which is a foreign company/ entity, requisite key personnel from that foreign company/ entity shall be fielded.
 12. The personnel proposed should possess good working knowledge of English Language.
 13. No key personnel involved should have attained the age of 70 (seventy) years at the time of submitting the proposal. The client reserves the right to ask for proof of age, qualification and experience at any stage of the project.
 14. The technical proposal must not include any financial information
- 2.7.4 Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, Client will be entitled to reject the Proposal.

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- 2.7.5 Proposals shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the Authorised Representative (the "Authorised Representative") as detailed below:
1. by the proprietor in case of a proprietary firm;
 2. by a partner, in case of a partnership firm and/or a limited liability partnership; or
 3. by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
 4. by the Authorised Representative of the Lead Firm, in case of consortium; and,
 5. Power of Attorney, for the Authorised Representative and or the Lead Firm of the Consortium, if applicable, is executed as per Applicable Laws.
- 2.7.6 Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFQ CUM RFP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
- 2.7.7 The Proposal shall be accompanied by a certified copy of legally binding Joint Bidding Agreement in case of JV/consortium, in the format provided in this RFQ CUM RFP , signed by all firms/entities confirming the following therein:
1. Date and place of signing
 2. Purpose of JV/Consortium (must include the details of the Services hereunder for which the JV/Consortium has been invited to bid)
 3. A clear and definite description of the proposed administrative arrangements (organisation chart) for the management and execution of the assignment
 4. Delineation of duties/ responsibilities and scope of work to be undertaken by each member along with resources committed by each member of the JV/Consortium for the proposed services
 5. An undertaking that the members of the JV/Consortium are jointly and severally liable to the Client for the performance of the services and
 6. The authorized representative of the JV/Consortium (as approved by a Board resolution of Member-in-Charge).
- The furnishing of this Joint Bidding Agreement to the Client shall not in any manner prejudice the provisions in the contract relating to joint and severe liability of the Members.
- 2.7.8 Similarly, Power of Attorney for both authorised representative and lead member of the JV/Consortium shall also be furnished as per the formats available in the RFQ CUM RFP.
- 2.7.9 A firm can bid for a project either as a sole consultant or in the form of JV/Consortium with other consultant. Experience of sub-consultant will not be considered while evaluating the bid.

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2.7.10 The Pre-Qualification Proposal should provide the following information using the attached Standard Forms:

- Details of eligible projects as per the Standard Forms so as to meet the Minimum Qualification Criteria prescribed in this RFQ cum RFP.

2.7.11 The Technical Proposal should provide the following information using the attached Standard Forms.

1. For recent assignments of similar nature, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
2. Detailed Approach and Methodology for undertaking the current Assignment.
3. Against the list of proposed staff, details of tasks assigned to each staff as per his/ her experience shall influence the evaluation.
4. Each page of the CV must be signed in original by the Authorised representative together with original or electronic signature of the key team member at the proposal stage. However, at the time of contract signing, original signatures of both authorised representative and the key staffs shall be required.
5. The consultant shall make the assessment of support personnel both technical and administrative to undertake the Assignment. Additional support and administrative staff shall be provided as needed for the timely completion of the Assignment within the total estimated cost. Consultant should provide time estimates of key staff as well as support staff in the staffing schedule. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to.
6. Ongoing projects can be submitted with detail of progress supported by suitable documents. Projects/ assignments completed up to 80 percent or more shall only be considered for evaluation but marks awarded for such projects shall only be up to 80 percent of maximum marks. The Applicant shall provide the proof that the project is completed up to 80 percent through copy of invoice or payment received till date or through certificate from the respective client.

2.7.12 Financial proposal: While preparing the Financial Proposal, Consultants are expected to take into account the various requirements and conditions stipulated in this RFQ CUM RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes associated with the Assignment. While submitting the Financial Proposal, the Consultant shall ensure the following:

1. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
2. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Consultants, sub-consultants and their staff. For the avoidance of doubt, it is clarified that all taxes, excluding service tax, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Consultant shall be paid only service tax over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

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- 2.7.13 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ CUM RFP.
- 2.7.14 The financial Proposal shall be divided into professional fee and out of pocket expenses as per forms prescribed in this RFQ CUM RFP. The break-up of remunerations and out of pocket expenses should match the total cost of Financial Proposal.
- 2.7.15 Consultants shall express the price of their services (including break down of their costs) in Indian Rupees.
- 2.7.16 The Consultants may be subjected to local taxes (such as service tax, social charges or income taxes on non-resident foreign personnel, duties, fees, levies etc) on amounts payable by the Client under the Contract. Consultants must do their due diligence about the tax implications and Client will not be liable for any incident.
- 2.7.17 The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete contract signing within this period. If the Client wishes to extend the validity period of the proposals, it may ask the consultants to extend the validity of their proposals for a stated period. Consultants, who do not agree, have the right not to extend the validity of their proposals.

2.8 Submission, receipt and opening of proposals

- 2.8.1 The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposal.
- 2.8.2 The Authorised Representative of the Applicant should initial all pages of Pre-Qualification, Technical and Financial proposal. The Authorised Representative's authorisation should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.
- 2.8.3 Applicant shall submit the proposals online at the Central Public Procurement Portal. Proposals submitted at the client's address manually will be rejected.
- 2.8.4 Proposal submissions:

Particulars	Content	Forms	Remarks
RfQ Proposal	Processing Fee Pre-Qualification Proposal Bid Security	Form: 3A, 3B and 3C, 3D, 3E, 3F, 3G	<ul style="list-style-type: none"> Processing fee and Bid security in original should be submitted at the client address before the last date and time of submission.
RFP Proposal		Form 3H, 3I, 3J,	

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	Technical Proposal	3K, 3L, 3M, 3N	
Financial Proposal	Financial proposal	Form: 4A, 4B, 4C, 4D, 4E	

- 2.8.5 Any Proposal received after the closing time for submission of Proposals will not be accepted.
- 2.8.6 After the deadline for submission of proposals the Pre-qualification proposals only of the responsive bidders will be opened by the technical evaluation committee. The Technical Proposal of only those applicants will be opened who qualify the pre-qualification stage. The Financial Proposals of only those applicants will be opened who meets the minimum technical requirements.
- 2.8.7 After the Proposal submission until the contract is awarded, if any Consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the Client during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

2.9 Proposal evaluation

- 2.9.1 As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (—Shortlisted Applicants), shall be checked for responsiveness in accordance with the requirements of the RFQ cum RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ cum RFP document.
- 2.9.2 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFQ CUM RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

RFQ Stage

1. The Pre-Qualification Proposal is received in the form specified in this RFQ cum RFP;
2. it is received by the Proposal Due Date including any extension thereof in terms hereof;
3. It is accompanied by the Processing Fee as specified in this RFQ cum RFP;
4. It is signed and marked as stipulated in this RFQ cum RFP;
5. It is accompanied by Joint Bidding Agreement, the Power of Attorney, for the Authorised Representative and the Lead Firm of the Consortium, if applicable;
6. It does not contain any condition or qualification; and
7. It is not non-responsive in terms hereof.

RFP Stage

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Technical Proposal

1. The technical Proposal is received in the form specified in this RFQ cum RFP;
2. It is received by the Proposal Due Date including any extension thereof in terms hereof;
3. It is signed and marked as stipulated in this RFQ cum RFP;
4. It does not contain any condition or qualification; and
5. It is not non-responsive in terms hereof;

Financial Proposal

1. The Financial Proposal is received in the form specified in this RFQ cum RFP;
2. It is signed and marked as stipulated in this RFQ cum RFP;
3. It does not contain any condition or qualification; and
4. It is not non-responsive in terms hereof.

The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

2.9.3 As part of the evaluation, the Pre-Qualification Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be opened and evaluated further. In such cases, the RFP envelope containing the Technical Proposal, Financial Proposal and Bid Security will be returned unopened after completion of evaluation of Pre-Qualification.

2.9.4 **Minimum Qualification Criteria:**

S.No	Minimum Qualification Criteria	No. of Projects
1.	Experience in preparation of DPR (Detailed Project Report)/Preliminary Design Report (PDR) for trunk infrastructure of Industrial/Residential Townships, SEZ's or Urban Infrastructure Projects spread over minimum 5sq.km area with capital costs more than Rs. 200 Crore each. Experience of last ten years will only be considered.	3
2.	Experience of engineering design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m widths) or utility services (water supply, sewage disposal, drainage network, including treatment plants) in an urban context with capital costs more than Rs. 100 crore each for Government / Semi Government Agency or private entity during last 10 years.	3
3.	Average annual turnover for last 3 financial years	Rs. 100 Crore

Projects 'a' and 'b' shall be collectively referred to as "Eligible Projects". For Eligible Projects, ongoing projects completed to 80 percent can be considered. For 'a', and 'b', a single project can qualify for both categories. In that event, it will be counted as one project separately for each category; however, a maximum of one such project

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shall be admissible.

2.9.5 **Technical Evaluation Criteria:** The evaluation committee (“Evaluation Committee”) appointed by the Client will carry out the 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:

Clause	Evaluation Criteria	Points
(a)	<p>Specific experience of the consultants related to the Assignment</p> <p>The firm should have undertaken / completed similar project of Detailed Project Reports/Design Basis report/ Preliminary Engineering for various trunk infrastructure components like roads and other infrastructure utilities.</p> <p>The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical specialty. It includes preparation of DPRs/preliminary engineering for industrial estates/townships/ special economic zones / special investment zones/ area development plans.</p>	25
(b)	<p>Adequacy of the proposed work plan and methodology in response to the TOR followed by presentation (if desired by evaluation committee)</p> <ul style="list-style-type: none"> • Project appreciation and understanding of assignment • Project approach and methodology • Duties and responsibilities of the team leader and other key personnel • Work plan and manning schedule 	25
(c)	<p>Qualification and competence of the key staff for the Assignment</p>	50

The minimum technical score required to qualify technical evaluation is 70 Points out of 100. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFQ CUM RFP Document and the Terms of Reference or if it fails to achieve the minimum technical score. The Client will notify Applicants who fail to score the minimum technical score about the same and return their Financial Proposals unopened after completing the selection process.

2.9.6 The Client will notify the Applicants who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.

2.9.7 The Financial Proposals will be opened publicly in the presence of Applicants’ representatives who choose to attend. The name of the Applicants, their technical scores and the proposed prices will be read aloud and recorded when the Financial Proposals are opened.

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- 2.9.8 Prior to evaluation of the Financial Proposals, the Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
- 2.9.9 The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. The man-months considered for calculation of costs for the personnel in the Financial Proposal should match the man-months for the corresponding personnel given in the Technical Proposal. In case, the man-months considered for calculation of costs for the personnel in the Financial Proposal are more than the corresponding man-months given in the Technical Proposal, the man-months considered in the Financial Proposal shall be reduced to match the man-months given in the Technical Proposal with a corresponding reduction in the cost indicated in the Financial Proposal. In case the man-months considered for calculation of costs for the personnel in the Financial Proposal are less than the corresponding man-months given in the Technical Proposal, the Consultant has to deploy the personnel for the man-months given in the Technical Proposal, without any claim or increase of the Financial Proposal. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

in which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

Proposals will be finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.80::0.20.

The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be invited for contract signing (the "Successful Applicant").

2.10 Negotiation

- 2.10.1 The Selected Applicant may, if necessary be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFQ CUM RFP. Issues such a deployment of Key Personnel, understanding of the Scope of Work, methodology and quality of the work plan shall be discussed during the negotiations. In case, the Selected Applicant fails to reconfirm its commitment, the Client reserve the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.10.2 The Client will examine the CVs of all other Key Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Client.
- 2.10.3 The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client

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expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction of remuneration and the reduced remuneration will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.

2.11 Award of contract

- 2.11.1 After selection, a Letter of Award (the "LOA") will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.
- 2.11.2 Performance Security: Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a nationalised/ Scheduled Bank, before signing of the contract, in form of a Bank Guarantee in the format specified at Annexure of the contract. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Consultant and will be released 180 (One Hundred Eighty) Days after the completion of the assignment.
- 2.11.3 Execution of contract: After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Agreement within 30 (thirty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement
- 2.11.4 Commencement of Assignment: The Successful Applicant/ Consultant is expected to commence the Assignment on the date of Commencement of Services as prescribed in the General Conditions of Contract. If the Successful Applicant fails to either sign the Agreement or commence the assignment as specified herein, the Client may invite the second ranked Applicant for contract signing. In such an event, the Bid Security/ Performance Security, as the case may be, of the first ranked Applicant shall be liable to be forfeited by the Client.

2.12 Confidentiality

- 2.12.1 Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

2.13 Fraud and corrupt practices

- 2.13.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFQ CUM RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Client will, without prejudice to its any other rights or remedies,

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forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFQ CUM RFP , including consideration and evaluation of such Applicant's Proposal.

- 2.13.2 Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFQ CUM RFP issued by the Client during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 2.13.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
1. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;
 2. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 3. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 4. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 5. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.14 Pre-Bid meeting

- 2.14.1 Pre-Bid Meeting of the Applicants will be convened at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of an authorisation letter from the Applicant.
- 2.14.2 During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Client. The Client will endeavour to

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provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

2.15 Miscellaneous

2.15.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

2.15.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

1. Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
2. Consult with any Applicant in order to receive clarification or further information;
3. Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
4. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

2.15.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

2.15.4 All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to Client in relation to the consultancy shall be the property of Client.

2.15.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

2.16 Tentative schedule for selection process

The Client will endeavour to follow the following schedule:

Date of issue of RFQ CUM RFP	8 th June, 2017
Last date for receiving queries/requests for clarifications	11 th June, 2017
Pre-bid meeting	12 th June, 2017
Client's response to queries/requests for clarifications	13 th June, 2017
Proposal Due Date	6 th July, 2017

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2.16.1 Data sheet

Reference	Description
Section 1, Point 1	<p>The main objective of this assignment is to appoint a consultant for Preparation of Preliminary Design Report for Roads & Services/ Utilities for Global City Project at Haryana under DMIC Project. The detailed descriptions of services are mentioned in the Terms of Reference.</p> <p>Applicants who wish to participate in online bidding will have to procure digital certificate as per IT Act, 2000 to sign their electronic bids. Offers which are not digitally signed will not be accepted. Applicant shall submit their offer in electronic format on CPP Portal only. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.</p>
Section 1, Point 3	The method of selection is Combined Quality Cum Cost Based Selection (CQCCBS).
2.1.1	The name of Client is: "Delhi Mumbai Industrial Corridor Development Corporation Limited".
2.1.14	The proposal of the consultant shall be valid for 180 (one hundred and eighty) days from the Proposal Due Date.
2.2	<p>Clarification must be requested on or before 11th June, 2017. Applicants shall share the MS Word file in soft copy of pre-bid queries at the time of requesting clarifications. The address for requesting clarification is:</p> <p>CEO & Managing Director, Delhi Mumbai Industrial Corridor Development Corporation Limited, Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50-B Chanakyapuri, New Delhi – 110021, India</p>
2.2.3	Date & Time of pre bid meeting – 12 th June, 2017 at 11.00 am, at the Official Address.
2.7.6	The last date of submission of Proposal is 6 th July, 2017 before 3:00 pm (IST). All submissions must be made online only on CPP Portal.
2.8.3	<p>Consultants must submit:</p> <ul style="list-style-type: none"> • Pre-qualification proposal along with bid processing fee and bid security • Technical proposal • Financial proposal
2.9.9	<p>The consultant to state cost in Indian Rupees only.</p> <p>The weights given to technical and financial proposals are:</p> <ul style="list-style-type: none"> • Technical = 0.8 • Financial = 0.2
Section 5, 5.5.2	Duration of project: 09 months excluding the hand holding period
6.4.4 a	The extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price. The client will be provided by the consultant with particulars (name, financial and technical back ground, excluding prices) of sub consultants.

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2.17 Required experience and expertise of Key personnel/ staff

2.17.1 List of minimum key personnel/ staff

- Age of the key staff proposed should not be more than 70 Years on the last day of submission of proposal.
- The client reserves the right to ask for the details regarding the proof of age, qualification, experience and association of the key staff with the firm.
- Consultants, who are executing ongoing mandates from Client, must propose a separate team of key staff while bidding for this project.
- The key staff proposed above should be available for presentations/ discussions/ meetings with the Client, State Government in Delhi and/or State Govt. offices in Haryana and/or any other place as per the directions of the client.
- The consultants are free to make their own estimate of man months required for effective execution of the project.
- While estimating man months it has been assumed that each expert will be supported by Support Staff.
- The consultants are required to suitably estimate the requirement of support staff to assist key experts.
- A summary of experience (in one page) is to be provided by the consultant for each of the key staff.

2.17.2 Qualification and competence of key staff

The total number of marks allocated for qualification and competence of the proposed Key Staff is 50 marks, distributed among 8 key personnel, as detailed further:

S. No.	Position	Minimum No. of years of Professional Experience	Specific Expertise
1.	Team Leader	20	Should have Masters Degree in Engineering or Planning and relevant experience of at least 10 years as project manager or project director for master planning or infrastructure design components of large infrastructure development projects like Townships, SEZ's, Industrial cities, etc.
2.	Senior Urban Planner / Senior Master Planner	15	Should be a Postgraduate in urban planning or equivalent degree with relevant experience in master planning of integrated industrial townships, large campuses involving an economic component and mixed housing development. At least 5 out of the 15 years' experience should be international experience in the planning and design of economic clusters or corridors, townships, or campus developments.

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3	Urban Designer	10	Should be a Postgraduate in Architecture, Urban design, Landscape Architecture or equivalent degree with relevant experience in master planning or urban design of integrated industrial townships, large campuses involving an economic component and mixed housing development. At least 3 out of the 10 years' experience should be international experience in the planning and urban design of economic clusters or corridors, townships, or campus developments.
4	Transportation / Roads Expert	15	Should have Masters in Highway / Transportation Engineering having experience in planning & designing roads/intersection/ grade separators/ pavement design, parking and other road components for arterial, collector and plot level roads of large townships/ industrial estates.
5	Transportation Planner	15	Should have a masters degree in transportation planning having an experience of short and long range transportation planning, traffic impact assessments, transportation demand modelling and transportation surveys.
6	Water supply and Waste Water expert	15	Should have Bachelors in Civil Engineering preferably Masters in Public Health Engineering with experience in planning and designing of water supply/ waste water systems for large townships/ industrial estates. The experience in collection system, pump stations, wastewater recycle & reuse including rainwater harvesting and experience with latest treatment technologies shall be rated higher.
7	Power supply expert	15	Bachelors in engineering with experience in designing and implementation of power supply networks and related infrastructure including sub stations, transmission lines and distribution network for large integrated township/Industrial area etc. The experience in using latest technology and software shall be rated higher.
8	Financial/Market Expert	10	Should be an MBA (Finance) / Master degree in Economics or equivalent with relevant experience in working on financial/market and estimating financial/Economic IRR for large scale planning and infrastructure projects.

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9	Environmental Specialist	10	Should be a Postgraduate in Environmental Planning/ Engineering/ Environmental Sciences or relevant disciplines with appropriate experience in conducting EIA, environment modelling & preparing Environmental Management plans.
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2.17.3 Evaluation criteria for Key personnel/ staff

SN	Key staff	Marks
1.	Team Leader	10
2.	Senior Urban Planner / Senior Master Planner	8
3.	Urban Designer	6
4.	Transportation / Roads Expert	5
5.	Transportation Planner	5
6.	Water supply and Waste Water expert	4
7.	Power supply expert	4
8.	Financial/Market Expert	4
9.	Environmental Specialist	4
	TOTAL MARKS	50

A.	GENERAL QUALIFICATIONS	20%
A1.	Technical qualifications	10%
A2.	Professional experience	5%
A3.	Training and publications	5%
B.	ADEQUACY FOR THE ASSIGNMENT	65%
B1.	Experience in similar capacity/ broad sector	25%
B2.	Experience relevant to TOR/ Assignment	30%
B3.	Overseas/ International experience	10%
C.	FAMILIARITY WITH THE REGION	5%
C1.	Experience in infrastructure project in India	3%

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C2.	Knowledge of local language and culture	2%
D.	ASSOCIATION WITH THE FIRM	10%
D1.	Full Time permanent staff	6%
D2.	Years of association	4%

Detailed evaluation criteria will be prepared by the evaluation committee for evaluation of the proposals submitted by the bidders.

Section 3. Technical Proposal – Standard Forms

Form 3A:	Pre-qualification Proposal Submission Form
Form 3B:	Format for Pre-qualification Proposal (Eligible Projects)
Form 3C:	Format for Pre-qualification Proposal (Average Annual Turnover of Applicant)
Form 3D:	Format for Joint Bidding Agreement (in case of JV/Consortium)
Form 3E:	Format for Power of Attorney for Authorised representative
Form 3F:	Format for Power of Attorney for Lead Member of JV/ Consortium
Form 3G:	Format of Bank Guarantee for Bid Security
Form 3H:	Technical Proposal Submission Form
Form 3I:	Applicants Experience
Form 3J:	Description of Approach, Methodology and Work Plan for Performing the Assignment
Form 3K:	Team Composition and Task Assignments
Form 3L:	Curriculum Vitae (CV) for Proposed Professional Staff (with one page of summary of experience)
Form 3M:	Staffing Schedule
Form 3N:	Work Schedule

Form 3A: Pre-qualification Proposal Submission Form

[Location, Date]

To

CEO & Managing Director
Delhi Mumbai Industrial Corridor Development Corporation Limited,
Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,
50B Chanakyapuri, New Delhi – 110021, India

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

Dear Sir,

With reference to your RFQ CUM 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 Consultant].

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

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

Further:

1. We acknowledge that Client 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.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. 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.
6. We declare that:

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- a) We have examined and have no reservations to the RFQ CUM RFP, including any Addendum issued by the Authority;
 - b) We do not have any conflict of interest in accordance with the terms of the RFQ CUM RFP ;
 - c) 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 RFQ CUM RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
 - d) 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.
7. 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.
 8. We declare that we are not a member of any other Consortium/JV applying for selection as a Consultant.
 9. 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.
 10. 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 RFQ CUM RFP .
 11. 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.
 12. 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 Client in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned Project.
 13. We agree and understand that the proposal is subject to the provisions of the RFQ CUM 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.
 14. 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 RFQ CUM RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

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15. We have studied RFQ CUM 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 Client or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RFQ CUM 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)

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Form 3B: Format for Pre-qualification Proposal (Eligible Projects)

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV for carrying out consulting services similar to the ones requested under this assignment.]

- Projects experience without the proof of experience will not be evaluated.

Assignment Name and project cost:	Approx. value of the contract (in INR in Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore):
Start Date (Month/Year): Completion Date (Month/Year):	No. of professional staff – months provided by associated Consultants:
Name of Lead Partner:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Name of Associated Consultants, If any:	
Narrative Description of Project: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Authorized Signature:

Note: For the purpose of evaluation of Applicants INR 50.0 (INR Fifty only) per USD shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to USD as on the date 60 (sixty) days prior to the proposal due date and the amount so derived in USD shall be converted into INR at the aforesaid rate. The conversion rate of such currency shall be the daily representative exchange rates published by the IMF for the relevant date.

Please limit the description of the project to four (04) single sided pages (two double sided pages) A4 size sheet of paper. Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

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Form 3C: Format for Pre-qualification Proposal:

(Average Annual Turnover of Applicant)		
SN	Financial years	Revenue from Consultancy Services (INR)
1.	2014-15	
2.	2015-16	
3.	2016-17	
4.	Average Annual Turnover	

Certificate from the Statutory Auditor

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory

Seal of Audit firm

Note:

1. In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by the Lead Member.
2. In case the Consultant does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.

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Form 3D: Format for Joint Bidding Agreement (in case of JV/Consortium)

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the [date in words] day of [month in words] [year in 'yyyy' format].

AMONGST

1. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

3. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

The above mentioned parties of the [FIRST, SECOND AND THIRD] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

- a) Delhi Mumbai Industrial Corridor Development Corporation Limited, a company incorporated under the Companies Act, 1956, having its registered office at Room No 341 B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50B Chanakyapuri New Delhi 110021 (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals ("the Applications") by its Request for Qualification – cum - Request for Proposal No. [number] dated [date] (the "RFQ CUM RFP ") for appointment of consultant for [name of assignment] (the "Consultancy").
- b) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFQ CUM RFP document and other bid documents in respect of the Consultancy, and
- c) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations: In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ CUM RFP .

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2. Consortium
 - a) The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the Consultancy.
 - b) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.
3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services ("Contract") with the Authority and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.
4. Role of the parties: The Parties hereby undertake to perform the roles and responsibilities as described below:
 - a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
 - b) Party of the Second Part shall be [role]; and
 - c) Party of the Third Part shall be [role]; and,
5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFQ CUM RFP and the Contract, for the performance of the Contract.
6. Member in-charge: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:
 - a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
 - b) consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
 - c) any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

**Selection of Consultant for Preparation of Preliminary Design Report for Roads & Services/ Utilities for
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7. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:
- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
 - b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
 - c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
 - d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
8. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.
9. Miscellaneous
- a) This Joint Bidding Agreement shall be governed by laws of India.
 - b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED

**Selection of Consultant for Preparation of Preliminary Design Report for Roads & Services/ Utilities for
Global City Project at Haryana under DMIC Project**

For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

THIRD by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal or official seal of all members.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

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Form 3E: Format for Power of Attorney for Authorised representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as consultant for [name of assignment], to be developed by Delhi Mumbai Industrial Corridor Development Corporation Limited (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in 'yyyy' format].

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Accepted

Signature]

[Name]

[Designation]

[Address]

Notes:

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1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Form 3F: Format for Power of Attorney for Lead Member of JV/ Consortium

(To be executed by all members of the Consortium)

Whereas the Delhi Mumbai Industrial Corridor Development Corporation Limited (the "Authority") has invited proposals from empanelled applicants for selection of consultant for [name of assignment] being developed under Delhi-Mumbai Industrial Corridor (DMIC) Project, (the "Consultancy").

Whereas, [name of Party], [name of Party] and [name of Party] (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Consultancy in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Consultancy, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Member in-charge with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Consultancy and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

We, [name of Party] having our registered office at [registered address], M/s. [name of Party], having our registered office at [registered address], and M/s. [name of Party], having our registered office at [registered address], (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s [name of Member In-charge], having its registered office at [registered address], being one of the Members of the Consortium, as the Member In-charge and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub- delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the performance of the services related to the Consultancy, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Consultancy, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Acceptance, participate in bidders' and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Consultancy and/ or upon award thereof until the Contract is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in 'yyyy' format].

SIGNED, SEALED & DELIVERED

For and on behalf of

**Selection of Consultant for Preparation of Preliminary Design Report for Roads & Services/ Utilities for
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MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

FOURTH by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal or official seal of all members.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961

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are not required to be legalised by the Indian Embassy if it carries a conforming
Appostille certificate.

Form 3G: Format of Bank Guarantee for Bid Security

BG No.

Date:

1. In consideration of you, **Delhi-Mumbai Industrial Corridor Development Corporation Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Room No 341 B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50B Chanakyapuri New Delhi – 110021 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of **[Name of company]**, a company registered under the Companies Act, 1956 and having its registered office at [registered address of company], [and acting on behalf of a Consortium comprising of [name of company], [name of company] and [name of company] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Consultant for [name of assignment] (hereinafter referred to as the “Consultancy”) pursuant to the RFQ CUM RFP Document dated [date] issued in respect of the Consultancy and other related documents including without limitation the draft contract for consultancy services (hereinafter collectively referred to as “RFQ CUM RFP Documents”), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of relevant clause of the RFQ CUM RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFQ CUM RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFQ CUM RFP Document.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ CUM RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ CUM RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ CUM RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFQ CUM RFP Document including without limitation,

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failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ CUM RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ CUM RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFQ CUM RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ CUM RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

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11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- The address, telephone number 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.

Form 3H: Technical Proposal Submission Form

[Location, Date]

To

CEO & Managing Director
Delhi Mumbai Industrial Corridor Development Corporation Limited,
Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,
50B Chanakyapuri, New Delhi – 110021, India

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

Dear Sir,

With reference to your RFQ cum 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 RFQ cum RFP. Our Proposal is binding upon us, subject only to the modifications resulting from technical discussions in accordance with the RFQ cum RFP.

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

Further:

1. We acknowledge that DMICDC 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.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to DMICDC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of DMICDC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. 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.
6. We declare that:

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- a) We have examined and have no reservations to the RFQ cum RFP, including any Addendum issued by the Authority;
 - b) We do not have any conflict of interest in accordance with the terms of the RFQ cum RFP;
 - c) 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 RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DMICDC or any other public sector enterprise or any government, Central or State; and
 - d) 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.
7. 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.
 8. We declare that we are not a member of any other Consortium/JV applying for selection as a Consultant.
 9. 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.
 10. 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 RFQ cum RFP.
 11. 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.
 12. 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 DMICDC in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned Project.
 13. We agree and understand that the proposal is subject to the provisions of the RFQ cum 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.
 14. 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 RFQ cum RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

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15. We have studied RFQ cum 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 DMICDC or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RFQ cum 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)

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Form 3I: Applicant's experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV for carrying out consulting services similar to the ones requested under this assignment.]

- Projects without the proof of experience will not be considered for evaluation.
- The key parameters like project cost, size, components and nature of assignment should be clearly reflected in the proof of experience provided by the consultant. The proof, without the sufficient information necessary for evaluation, shall not be considered.

Assignment Name and project cost:	Approx. value of the contract (in INR in Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore):
Start Date (Month/Year): Completion Date (Month/Year):	No. of professional staff – months provided by associated Consultants:
Name of Lead Partner:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Name of Associated Consultants, If any:	
Narrative Description of Project: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Authorized Signature:

Note:

For the purpose of evaluation of applicants INR 50.0 (INR Fifty only) per USD shall be considered as the applicable currency conversion rate. In case of any other currency the same shall first be converted to USD as on the date 60 days prior to the proposal due date and the amount so derived in USD shall be converted in to INR at the aforesaid rate. The conversion rate of such currency shall be the daily representative exchange rates published by the IMF for the relevant date.

Please limit the description of the project in two A4 size sheet of paper. Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

Form 3J: Description of Approach, Methodology and Work Plan for Performing the Assignment

Project Management and Technical approach with methodology and work plan are key components of the Technical Proposal. The consultant is suggested to present its Technical Proposal divided into the following chapters:

- a) Project Management Approach
 - b) Technical Approach and Methodology,
 - c) Work Plan, and
 - d) Organisation and Staffing.
- **Project Management Approach:** In this section the consultant shall explain its overall philosophy with project management, the systems, tools and processes used to manage the cost and schedule. Specifically, the consultant must describe how it will organize and deliver the project management tasks/deliverables required in Terms of Reference. Please limit the discussion to four (04) single sided pages (two double sided pages). Discussions greater than this limit shall not be considered for evaluation.
 - **Technical Approach and Methodology.** In this chapter the consultant should explain the understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The consultant should highlight the problems to be addressed along with their importance and explain the technical approach the consultant would adopt to address them. The consultant should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach. Please limit the discussion to 20 single sided pages (10 double sided pages). Discussions greater than this limit shall not be considered for evaluation.
 - **Work Plan.** In this chapter the consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and delivery dates of the reports. The proposed work plan should be consistent with the project management and technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form 3O.
 - **Organisation and Staffing.** In this chapter the consultant should propose the structure and composition of the proposed team. The consultant should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

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Form 3K: Team Composition and Task Assignments

1. Professional staff¹				
Name of staff	Firm	Area of expertise	Position assigned	Tasks assigned

2. Support staff				
Name of staff	Firm	Area of expertise	Position assigned	Tasks assigned

¹ Consultants, who are executing ongoing mandates with the Client, must propose a separate team of Key Personnel while bidding for this project. The Key Personnel proposed above should be available for presentations/ discussions /meetings with the Client, State Government etc.

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**Form 3L: Curriculum Vitae (CV) for Proposed Professional Staff (with one page of
summary of experience)**

1.	Proposed position	
2.	Name of firm	
3.	Name of staff	[First] [Middle] [Surname]
4.	Date of birth	
5.	Nationality	
6.	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]
7.	Membership of Professional Organizations	
8.	Training & Publications	[Indicate significant training since education degrees (under 5) were obtained]
9.	Countries of Work Experience	[List countries where staff has worked in the last ten years]

10.	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		English			

11.	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	Name of Organization	Position held	Duration
				YYYY to present
12.	Details of tasks assigned			
13.	Work Undertaken that Best Illustrates Capability to Assigned Handle the Tasks Assigned	<p>[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned]</p> <p>Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions held: Activities performed:</p>		

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14.		Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions held: Activities performed:
15.	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature	Signature
Date: [dd/mm/yyyy]	Date: [dd/mm/yyyy]
Name of staff member:	Name of Authorized Signatory:

Note:

Please restrict the number of pages per CV to four (04) pages (two sheets if printed both sides). The one-page summary shall be over and above the four (04) page CV. Pages in the CV greater than these limits shall not be considered for evaluation.

Section 4. Financial Proposal – Standard Forms

- Form 4A: Financial Proposal Submission Form
- Form 4B: Summary of Costs
- Form 4C: Breakdown of Costs
- Form 4D: Breakdown of Remuneration Of key staff
- Form 4E: Breakdown of Out of Pocket Expenses

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Form 4A: Financial Proposal Submission Form

[Location]

[Date]

To

CEO and Managing Director,
Delhi Mumbai Industrial Corridor Development Corporation Limited,
Room No. 341B, 03rd Floor, Hotel Ashok
Diplomatic Enclave, 50B Chanakyapuri,
New Delhi – 110021

India

Dear Sir,

Subject: Consultancy Services for [name of assignment].

We, the undersigned, offer to provide the consulting services for [name of assignment] in accordance with your Request for Qualification – cum - Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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Form 4B: Summary of Costs

Item	Amount in words	Amount in figures Cost (INR)
Costs of Financial Proposal (including all other taxes)		
Service Tax		
Total cost of Financial Proposal (including service tax)		

Service tax would be payable at the applicable rates as may be in force from time to time.

Form 4C: Breakdown of Costs

Cost Component	Amount in words (INR)	Amount in figures (INR)
Remuneration		
Out of pocket expenses		
Cost of financial proposal		

Section 5. Terms of Reference

Global City Project Brief

With a vision to set up a new CBD for Gurgaon, the Global City project has been envisioned to be a 'role model' self-sustainable township for advanced commercial services, with a prominent circle of influence both in the regional and local context. In order to create a competitive environment conducive to global business, the development is to be planned with world class infrastructure and supporting facilities. Strategically located within the NCR, the 'Global City' is proposed to function as a Sub Central Business District playing a key role in the financial and commercial dynamics of National Capital Region and its associated regional economic centers. The project site is located at South East corner of 'NPR (Dwarka Expressway) - Pataudi Road' Intersection. It is located in between east of NPR, South of Pataudi Road, North of NH 8 and North East of CPR in Gurgaon.

The Global City layout plan is presented in Figure 1 which forms the basis for preliminary engineering studies. The Global City is one of the largest developments proposed in the area and is defined by key anchor uses such as a financial/ economic hub and an International scale Exhibition and Convention Center.



Figure 1 – Proposed Layout Plan for Global City

With a projected population of approximately 5.3 lakh (resident and working), a proposed residential density of about 750 persons per acre and direct metro connectivity to the larger NCR area and the Indira Gandhi International Airport, the site is poised to function as a key employment generator within the GMUC region attracting persons from across the NCR region.

5.5.1 Global City Proposed Land use Plan

The land use distribution as represented in Figure 2 is towards developing a mixed use, high density development comprising of industrial, residential, commercial and social amenities. The industrial mix proposed for Global City is of the service nature and includes six key

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sectors – Financial Campus, Multi Tenanted Offices, Incubation and Innovation Centers, Hospitality Sector, Knowledge Zone and the Health Care Zone supported by residential, commercial-retail and public semi-public facilities.

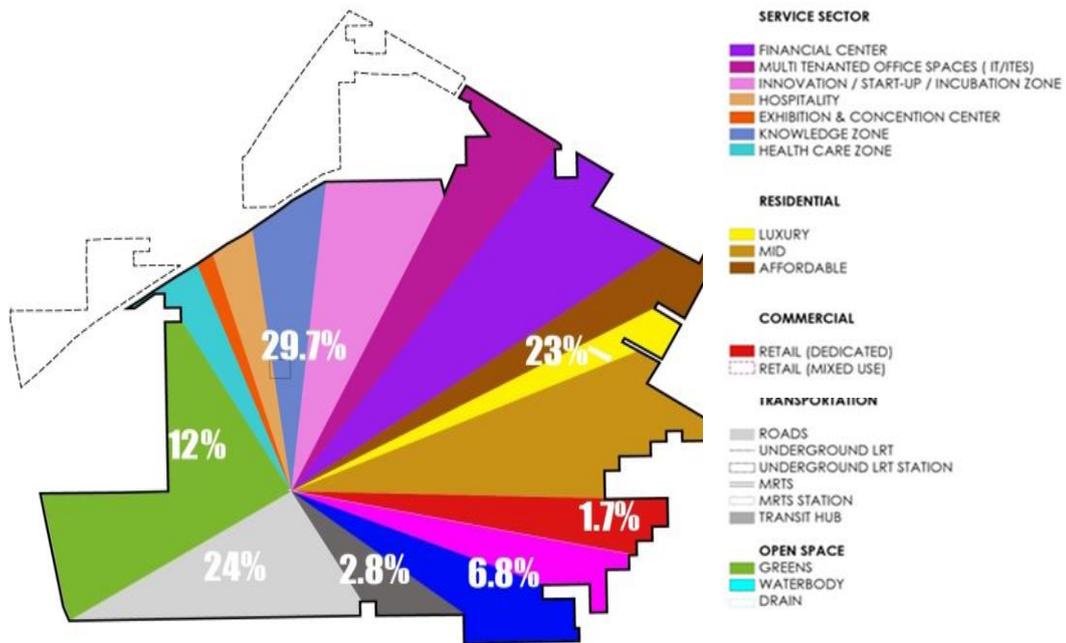


Figure 2: Land Use Distribution for Global City

The land use plan as represented in Figure 3, promotes a high-intensity, compact development, concentrated along an extensive active central green spine, which functions dually to provide a city scale park enhancing the environment and real estate values of the adjacent uses while performing as a natural swale during the monsoons to collect storm water runoff from over 50% of the site making the development a unique example of self - sustainability.

The Global City is envisioned as an integrated smart city with an integrated multi modal transit hub and the axial green spine forming the heart of and lungs of the development. The design is strongly geared on the principles of a Transit Oriented Developments (TOD) generating maximum density around the major interchange and internal MRTS stations with the Service Sector Zones forming the core anchor use, by concentrating its density within a 5-minute walking radius from the proposed MRT stations, thereby reducing the dependency of the large resulting floating population on private vehicles within the township.

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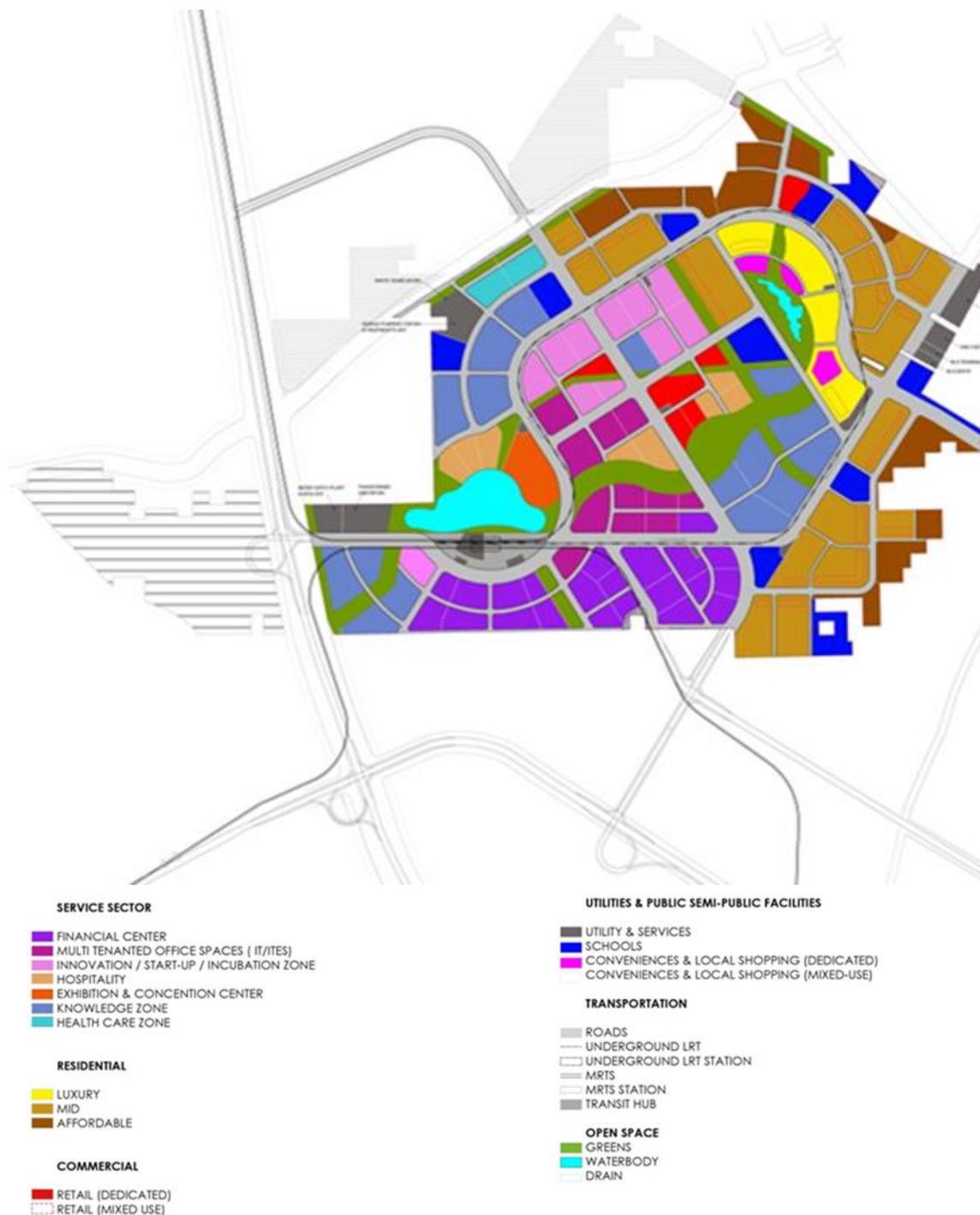


Figure 3: Land Use Distribution for Global City

The arrangement of uses seeks to create two distinct areas with the work zone extending in the direction of the regional connector arteries (NPR & CPR) also augmented by the proposed intermodal transit interchange to maximise the potential of a transit oriented development while the residential areas integrate with the adjacent existing and proposed residential fabric near the development.

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5.5.2 Program Distribution

Having received the relevant approvals regarding external connectivity and infrastructure (power & water) critical for the successful implementation of the project provided by HSIIDC and the relevant stakeholders, the following development program was revised to achieve the Global FSI – 3 and the total build-up area potential over ten year horizon period, spread over three phases as outlined in the section below.

Table 1: Sector wise Overall Program Distribution

S.No.	Landuse	Built-Up Areas (in sq.m)	%
Service		6,185,084.76	51.69%
1	Financial Center	1,958,814.28	16.37%
2	Multi-Tenanted Offices	1,071,479.18	8.95%
3	Incubation & Innovation Center	1,110,822.61	9.28%
4	Knowledge Center	1,310,921.08	10.96%
5	Health Care	262,704.54	2.20%
6	Hospitality & ECC	470,343.09	3.93%
Residential		4,518,716.00	37.77%
1	Luxury	683,700.00	5.71%
2	Mid	3,125,976.00	26.13%
3	Affordable	709,040.00	5.93%
Commercial Retail		696,525.37	5.82%
1	Malls		
	a) dedicated mall	175,553.87	1.47%
	b) Transit hub mall (mixed use)	58,069.24	0.49%
2	in mixed use (podium FC, MTO, IIC including high street)	203,674.26	1.70%
3	Residential amenities	259,228.00	2.17%
PSP		564,868.71	4.72%
1	Schools (10 schools)	290,627.24	2.43%
2	Utilities / Transit hub / Municipal Facilities	274,241.47	2.29%
Total		11,965,194.84	100.00%

Detailed Scope of Services Part A: Detailed Layout Plan and landscape plan based on approved master plan

5.5.3 Detailed layout plan

- 5.5.3.1 The objective for this stage will be to review the master plan already prepared and approved by HSIIDC and do value engineering before finalising the detail layout plan for the whole site.
- 5.5.3.2 The preparation of a Detailed Layout Plan will be preceded by the formulation of key design and development principles for the Master Plan. Among other things these will include KPIs for sustainable development and smart city development. These principles and KPIs will also become the basis of evaluation for three master plan options to be developed and presented to the client for their consideration. Each of the concepts will at a minimum include the following:
- 5.5.3.3 Refinement of overall illustrative master plan at a scale of 1:2500 illustrating general delineation of proposed land uses, building massing, vehicular and pedestrian circulation, open space relationships, and development character
- 5.5.3.4 Circulation plan at the level of arterial, sub-arterial and collector street network, including site ingress/egress, vehicular circulation patterns, pedestrian circulation and vehicular parking for each building and residential complex.
- 5.5.3.5 Finalisation of infrastructure demand, location and sizing of infrastructure for various infrastructure components including but not limited to water, sewerage, drainage, power, gas and telecommunication infrastructure etc.
- 5.5.3.6 Land use mix and land area allocation for various uses in a form of land use map with illustrative building footprints and tabulation of land areas
- 5.5.3.7 Identification of Right-of-Way for all major utility corridors, transportation networks etc.
- 5.5.3.8 Urban Design guidelines to supplement statutory development control regulations to bring about a cohesive development pattern and design element into the development.
- 5.5.3.9 Finalising numbered plot plan with coordinates and sizing for each developable parcel within the proposed development
- 5.5.3.10 Prepare a 4 minute 3D aerial fly-through video (with background score and narration) of the Detailed Master Plan, highlighting the thematic elements, the quality of the built environment including scale and massing of the buildings, landscape in order to convey the economic context and business advantages of the proposed development.
- 5.5.3.11 Preliminary 3D sketches and digital animation/ walk through for detail design and character of the development.
- 5.5.3.12 Final Land and building area statement with ground coverage, FSI, building mass and bulk metrics on a GIS/ BIM platform

5.5.4 Detail landscape plan for the public areas, central parks and pedestrian streets

- 5.5.4.1 Landscape design details have to be developed over the entire site. The scope of work will include a landscape positioning statement to drive and inform the landscape master planning process covering
 - Landscape Vision

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- Analysis Diagrams and precedent studies
- Open space structure plan options (minimum 3)
- Landscape Inspiration and concept diagrams for site wide study
- Conceptual landscape character imagery for each district type (open space system, commercial, exhibition, drop-off etc)
- Diagram image board to illustrate concepts
- Schematic representation of key design features within the development like gateways, key nodes, junctions, plazas etc. as a guidance for development by the clients in the future

The design will indicate the size and character of the project in sufficient detail to enable both the design team and the client to make decisions on final spatial arrangements, landscape materials and the overall appearance of the landscape works. Hardscape and softscape design and layout will be developed and key areas will be resolved in detail.

- 5.5.4.2 Upon approval of concept design stage works, consultant will proceed with the detail design package. The package will consist of schematic level details and drawings which represent and describe the expected dimensions, character and details of the agreed landscape elements.

This stage will provide the strategic design principles for Signage and Way-finding scheme for the site. Detail Design Report for signage will be developed. The report will include: establish pedestrian circulation principles, developed Information hierarchy, branding & way finding principles, sign location schematic key plan, developed external pedestrian directional signage to show initial concepts for sign types, developed graphic information system principles. Signage and way finding scheme will be a part of interim presentation meeting.

The deliverables at this stage will include

- Site and Context analysis diagrams: Narrative and diagrams identifying key issues such as climate, topography, hydrology, views, location of water bodies, proposed development etc.
- Landscape Vision Statement & Design Parameters: Narrative and Diagrams identifying a clear and concise approach to the design and the 'Big Moves'.
- Schematic Diagrams: This would Identify site wide hard and soft strategies and the schematic concepts
- Landscape Schematic plan in full colour
- Illustrative Site Sections: To show key distinctive landscape areas and open spaces
- Schematic Design detail for key areas (upto 3 no.'s)
- Open Space Strategy
- Character image boards and diagrams demonstrating key features of the open space strategy
- Landscape Masterplan in full colour (suitable scale)
- Hard Landscape Approach (Material Board)
- Furniture & Signage Approach (Material Board)
- Lighting Effects Approach (Material Board)
- Water features Approach (Material Board)
- Planting (Softscape) Approach (Material Board)

**Detailed scope of services for Part B: Preliminary Design of roads and
infrastructure within the designated area**

5.5.5 General

- 5.5.5.1 The intent of this part is to prepare integrated preliminary engineering design of all roads and utility services within the designated area. The Consultant shall design services to each parcel giving provision for individual connections and metering for each parcel as defined in the Site Survey and Finalisation of Maps report. The Consultant shall refer previous studies and reports and make reasonable estimates with regards to the land use and population in each parcel and provide but not limited to typical arrangements, numbers, locations and demand for each parcel. The Preliminary Design Report shall form the basis of further works in this assignment.
- 5.5.5.2 The Consultant shall conduct a roads and utility infrastructure assessment of the site based on the product mix, Site Survey and Finalisation of Maps report. The assessments shall include but not be limited to demand and systems analysis of Road network, Drinking Water, Recycled Water, Industrial Water, Power, Sewage, Storm Water, Gas and Telecom Networks. The systems shall be designed keeping the O&M and ultimate management in perspective. The details include, but not limited to, the following:
- a) Investigate and identify existing and/or proposed traffic and transportation modes existing in the project influence area and vicinity.
 - b) Investigate availability and capacity of existing utility infrastructure if any.
 - c) Investigate jurisdictional agencies and their standards and requirements (i.e., central, state and local governments, environmental agencies and other relevant agencies).
 - d) Obtain information on preferred local construction materials.
 - e) Establish horizontal and vertical control for mass grading based on available information however, GTS benchmarks are preferred.
 - f) Prepare contour information for proposed sub-grade for the total site. The level of accuracy shall not be less than that of input information.
 - g) Coordinate with local telecommunications/cable companies and provide corridors to accommodate their duct bank system along with the other project support systems.
 - h) Investigate the details pertaining to existing highway structures (if any) (e.g. river crossings) and identify the same.
 - i) Coordinate with local gas supply companies and provide corridors to accommodate the network system along with the other project support systems.
 - j) Coordinate with Power network company and provide the corridor and space to accommodate the electrical network system.
 - k) Consultant shall coordinate with the stakeholders to study, analyze and if required, further strengthen the water supply scheme prepared by Client.
- 5.5.5.3 The Consultant shall coordinate design coordination workshops in order to coordinate the design interface between service connections from adjoining areas. Consultant to incorporate requirements such as below but not limited to:
- a) Accommodating service alignments to treatment plants
 - b) Accommodating discharge capacities in the trunk network from adjoining area
 - c) Accommodating additional capacities in the treatment plants for discharges from adjoining areas

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- d) Pumping infrastructure (if any)
- e) Flood management measures to be implemented
- f) Any other requirements generated during coordination meetings for seamless integration of services from adjoining areas

- 5.5.5.4 Interface management: The Consultant shall manage the interface of various services in the designated area and from adjoining areas to ensure seamless integration of services. The Consultant shall also manage interface of services in case implementation is carried out through multiple contractor.
- 5.5.5.5 The Consultant shall coordinate between various state agencies and other stakeholders in order to incorporate requirements and considerations. The Consultant shall coordinate preliminary design of roads, highway structures and infrastructure with the design of other elements being carried out by these agencies. It is the intent of the Client to carry out detailed design and execution of key infrastructure such as WTP, STP and CETP by separate agencies. The Consultant shall either leave provision for such elements or coordinate with those agencies if appointed during the tenure of this assignment.
- 5.5.5.6 The Consultant shall propose specific measures and engineering design to mitigate any detrimental aspect for all roads and services.
- 5.5.5.7 The Consultant shall study and consider the implications of such flood management measures for all roads and services in the designated area.
- 5.5.5.8 In consultations with the Client and other stakeholders, the Consultant shall assess limitations such as no discharge of treated water, storm water etc. The Consultant shall make/ leave specific provisions in the preliminary design of services/ utilities addressing such limitations.
- 5.5.5.9 The Consultants shall evolve the preliminary design using latest available software and methodologies currently prevailing in the respective sectors of roads and utility service design.
- 5.5.5.10 The Consultant shall provide all the relevant technical specifications as a part of the Preliminary Design Report which will act as a reference for the contractor(s) to carry out Detailed Design activities.
- 5.5.5.11 The Consultant shall consider the following key aspects regarding sustainability:
- a) Use of waste and manufacturing/ process by-products in construction
 - b) Use renewable energy (solar, wind, geo-thermal etc.)
 - c) Use technology that require less water during the construction of infrastructure
 - d) Recycle and reuse of water and waste
 - e) Integrated solid waste Management through centralised pneumatic system and energy recovery from the solid waste.
 - f) Efficient use and minimize power losses in power network
- 5.5.5.12 The Consultant shall prepare the necessary details to carry out site grading as per the master plan in view of the existing drainage system, HFL and other considerations. The Consultant shall use all necessary means of representation at its disposal to convey the intent of such works that shall be based on principles of sustainability.
- Final site grading to suit the site condition and plan proposal
 - Site grading to suit Storm Water Drainage System & flood control
 - Grading Plan with Formation Levels on basis of contour survey plans
 - Site Sections.

5.5.6 Design Basis Report

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- 5.5.6.1 The Consultant shall prepare a Design Basis Report for all roads, highway structures and utility services that are part of this assignment. The Consultant shall identify necessary existing conditions, soil conditions, climatic conditions and usage requirements in considerations while formulating the design basis for roads and utility services in the designated area.
- 5.5.6.2 As part of the design basis, the Consultant shall assess alternatives wherever applicable incorporating aspects related to sustainability and illustrate methods that will increase efficiency of the network, potential sourcing of materials, technology available, technical parameters, phasing of infrastructure and decrease time required for implementation.
- 5.5.6.3 The Consultant shall ensure that their designs are value-engineered, economised and optimised as far as possible, with respect to ease of construction, construction time, construction cost and life cycle cost. The Consultant shall demonstrate this by developing technically feasible alternative design options in the design basis report, comparing the time and cost of impacts of these options and presenting the same to the client for their approval.
- 5.5.6.4 The Consultant shall explore options for ground treatment and flood protection for the roads. The Consultant shall also explore strategies to phase various roads during implementation stage in order to meet incremental traffic demands. The Consultant shall assess the road cross sections and examine the efficiency of provision of services, and suggest alternatives if required for the road cross section and position of services for efficient implementation and operations and maintenance.
- 5.5.6.5 In case of wet services constituting water supply, sewerage disposal, effluent disposal and drainage, the Consultant shall explore all options aiming towards a recycle-reuse-recharge policy and a zero-discharge principle. The Consultant shall propose strategies for monitoring the network for leaks and minimizing unaccounted- for-water (UFW). The Consultant shall propose methodologies for metering for various land uses and activities in the designated area.

5.5.7 Traffic Demand Assessments

- 5.5.7.1 The Consultant shall estimate traffic projection of the demarcated area by establishing possible traffic growth rates in respect of all categories of vehicles, taking into account but not limited to the past trends, proposed population and employment, other infrastructure projects planned by the state government/central govt. in the near vicinity of the project influence area, which may affect the transport demand of the project area should also be considered. The other aspects including socio-economic development plans and the land use patterns of the region having impact on the traffic growth, should be studied. Traffic projections should be conversant to development phasing prescribed by the master plan. The projections should be provided for each of development phases for the entire township.
- 5.5.7.2 The cardinal and horizon period should converge with Phasing of the Development Plan of the Global City, wherein the growth factors may be calculated for groups of five years each till the horizon period.
- 5.5.7.3 Traffic Projections should arise as an outcome of developing a four stage travel demand model with proper calibration and validation. The assumptions for the model may be substantiated at any stage. The model should be flexible to consider impact of implementation of any new project/proposal in the near vicinity of the project.

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- 5.5.7.4 Traffic assignment model as part of 4 stage model shall be used to estimate the traffic volumes on the proposed road network along with intersection volumes both for peak hours and for the entire day comprising of all modes. This estimated link and intersection volume by development phases will go as input in deciding road cross sections and intersection control warrants.
- 5.5.7.5 The overall traffic forecast and other relevant information/ data as may be required shall form the basis for the design of pavement type and other facilities.

5.5.8 Preliminary design for all roads

- 5.5.8.1 The preliminary design of roads will include but not be limited to complete layout of the proposed road network as per the agreed cross sections with all the features shown thereon new alignment expressway, proposed MRT corridor and other elements of the overall project.
- a) Typical Road Cross Sections and Road Network layout shall be based on the Development Plan recommendations; typical cross sections have been prepared. Consultants have to review, update and revise the road cross sections incorporating main carriageway, service road (if required). The road cross sections and layout should be designed with emphasis on incorporate pedestrians and non-motorised transport movement, public transport and para-transits, public transport routes, segregating/ dedicating lanes for Heavy Occupancy Vehicle (HOV)/ commercial vehicle movement, freight terminals, if any. The road network layout should be designed in a flexible manner so that it can adopt future interventions such as proposed MRTS.
 - b) Pavement Cross Sections: consultant has to design the pavement cross sections for all categories of roads based on the projected traffic of the demarcated area. The traffic will form the basis for design of pavement. Consultant has to advise on suitable pavement type depending on the site conditions and soil CBR. The pavement shall be done strictly based on the provisions of IRC and standards MORTH codes. Pavements shall be designed typically for repetition of wheel loads in terms of standard axles over a design period as per IRC standards.
 - c) Soil, geotechnical, material, hydrology and drainage surveys: Investigations of the subsoil strata (one trial bore and/or test pit at embankment and one in river bed at locations where new bridges or other structures are proposed. The depth of trial bore / test pit shall be as per IRC standards).
 - d) Bridges and culverts shall be designed for IRC loading class 70 R and for seismic forces for appropriate zones. All activities related to field studies, preliminary design and documentation shall be done as per the latest guidelines/ circulars of MORTH and relevant publications of the Indian Roads Congress (IRC) and Bureau of Indian Standards (BIS). For aspects not covered by IRC and BIS, international standard practices, such as, British and American Standards may be adopted. The required utility services through the bridges and culvert are to be considered.
 - e) Geometric design: Road geometry should be designed based on IRC guidelines and international codes also to be referred in case of any missing data. The preliminary design should support overall drainage of the site. Latest design software such as MX road has to be used for the same. Design analysis and any other software output have to be shared with the client.

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- f) Drainage design: A detailed preliminary layout of the drainage to be decided and the same has to be agreed with the client before final submission. This also has to be integrated with the existing drainage around the site if any. The drainage design should be done for all surface and sub-surface drainage including junctions. The existing data on rainfall, flood history, existing stream all has to be studied in detail before preparing drainage plan.
- g) Junction Design: as part of the overall preliminary engineering of road network, the intersections have to be designed based on the traffic projections. Consultants has to identify best suitable design or major intersections in the study area including but not limited to area traffic control systems, signalised intersections, roundabouts, grade separated interchanges, etc. Consultants have to provide preliminary designs based on projected traffic for each of the development phases. Junctions to be designed in accordance with design standards. However, these do not always take into consideration the size of vehicles that will use the junction. To confirm the design is appropriate for the Design Vehicle use, swept path analysis to be undertaken. The design can therefore be modified where necessary. Consultant should come out with innovative and intelligent traffic management techniques and solutions that help in reducing cost of construction such as state of art area level traffic signalling system that increase the traffic handling capacity of intersections. Consultant has to propose suitable intersections designs and integration of road network with surrounding road network. Consultant should also design the junction considering safety and security by putting latest technology like CCTV, traffic sensors and connectivity to the nearest junction box which is connected to the central traffic monitoring system.
- h) The Consultant shall identify suitable locations for provision of bus bays, drop-offs and bus shelters on the proposed road network. As far as possible, bus bays shall not be located on horizontal curves, summit of vertical curves and bridges. Good visibility must be ensured. Further, the bus bays should not be too close to major intersections. The length of each such bus bay shall also be indicated.
- i) Apart from the above, the consultant will also have to take up following as part of preliminary design report.
- Traffic circulation plan, utility relocation plan (along external connectivity and power lines) and Layout of service road connections, acceleration/ deceleration and sheltered lanes
 - Rerouting of any storm water line/ drainage line crossing/ impacting site
 - Planning and layout of protection works like retaining/ toe walls, pre-loading, ground treatment based on geotechnical data, slope protection, bunds, embankments, and drains
 - Preliminary design of structures like bridges, underpasses, flyovers, pedestrian underpasses/ crossings, ROBs, indicating the approximate sections and GAD
 - Traffic management plan during construction
 - Road signing and marking plans, including overhead and variable message signs, Pavement Markings, Safety Barriers, Railings, Delineators, Chevron Markings, Traffic Attenuators and crash barriers
 - Overall Circulation and Traffic Management System for entire site.

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- j) The alignment design shall be verified for available sight distances as per the standard norms. The provision of appropriate markings and signs shall be made wherever the existing site conditions do not permit the adherence to the sight distance requirements as per the standard norms. The consultants shall make detailed analysis of traffic flow and level of service for the existing road and workout the traffic flow capacity for the improved project road. The requirement for separate climbing lanes along steep gradients for heavy trucks shall be investigated and operational analysis shall be carried out for the provision. International best practices may be referred, wherever the recommendations are not available as per the Indian codes, international codes may be referred.
- k) The Consultant shall also prepare details for at-grade junctions, which may be adopted as alternative to the grade separated structures/ flyovers/ underpass which may be implemented at a later date. The geometric design of interchanges shall take into account the site conditions, turning movement characteristics, level of service, overall economy and operational safety.
- l) The road network including main roads and service roads is to be developed for Industrial Township. The design of geometric elements shall, therefore, take into account the essential requirements of such developments.
- m) The Consultant shall prepare the preliminary design for landscape works along all roads within the project area such that construction contractors can be engaged for detailed design and execution. Details of landscape works shall include the following but not limited to:
- Plantation scheme and plant palette in median/ green buffer/ green strip along roads/ traffic islands/ road embankment
 - Preliminary design and materials of footpath pavement/ cycle tracks as part of the road cross-sections
 - Preliminary design and specifications of street furniture including but not limited to bus stops, drop-offs, seating, street lighting, green areas (hard and soft landscape) etc.
 - Preliminary design and specifications of street lighting, footpath lighting etc.
 - Any other landscape elements/ components in relation to roads and services/ utilities.
- n) The design drawings for geometric elements shall cover, but not be limited to the following major heads:
- Site layout showing the proposed work (project schematic)
 - Sheet layout plan
 - Typical cross-sections with utility services
 - Existing & Proposed Grading plan of the project area
 - Geometric design drawing of city roads which will include plan and profile
 - Geometric design drawing of service roads which will include plan and profile
 - Junction design including swept path analysis for each junction considering the Design Vehicles that will use the junction
 - Preparation of junction design
 - Preparation of drainage layout and typical drain details
 - Typical details of proposed culverts

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- GADs of minor and major bridges and other structures
- Typical details of road protection works
- Combined Utility Plan
- Road safety design

5.5.9 Preliminary Design for Global City MRTS system

5.5.9.1 Background: An unidirectional underground MRTS within Global City has been Proposed for a length of 6 Km. Preliminary Design Services are required for reviewing the alignment, station locations construction methodology, finalise packaging of civil work, prequalification of contractors for civil works, preparation of tender documents for civil works including preliminary designs and bid process management.

5.5.9.2 Broad Scope of Services for MRTS network

- a) Conducting final location survey for the alignment, stations & car shed.
- b) Detailed topographic and Geotechnical Surveys. Geo-technical survey – bore holes at 50m c/c in station areas and 200 to 250m c/c along the alignment;
- c) Utility Surveys & relocation plans,
- d) Design of interchange station with Dwarka expressway line and Gurgaon Bawal metro line.
- e) Finalise construction methodology for tunnels & stations.
- f) Interaction and Coordination with Client team on preliminary designs and tender documents etc.
- g) Prequalification of contractors for „design and build“ civil contract packages;
- h) Preparation of tender designs and documents for „design and build“ civil contracts
- i) Packaging of civil contracts for underground section i.e. tunnels and stations;
- j) Assist Client in evaluation of PQ and bids received for civil contracts;
- k) Any other assistance needed thought not specifically mentioned, for (like correspondence with Government of India, Planning Commission, transacting data/ information for processing of JICA Loan etc.).

Till such time (not exceeding 6 months) that the General Consultants (GC) are in position, to undertake all required project management activities on mutually agreed terms.

5.5.9.3 Finalise Schedule of Dimensions and Design Basis Report: The recommended design criteria, specifications, standards and codes of practice will be in accordance with the relevant Indian codes of practice/specifications. Where the standards and specifications are not available in the Indian codes of practice / specifications, International codes of practice/ specifications will be adopted with the approval of Client.

5.5.9.4 The recommended specifications and design criteria shall cover the methods of construction, design of temporary works, disposal of excavated materials and

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the external environment under which the work would be required to be executed. The specifications will also prescribe the tests and acceptance standards for various components of works. It is to be ensured that the designs and specifications will meet the project requirement at reasonable cost, without imposing any limitations in regard to competitive bidding. Standards and specifications will require approval of Ministry of Railways controlling technical & safety aspects of the project.

5.5.9.5 Preliminary Design Requirements: Preliminary designs for civil works must be consistent with system designs and be good for tender document. This will cover the following, but not limited to:

- Alignment design;
- Track layout plan;
- Selection of method of construction;
- Station design
- Outline of railcar depots, inspection facilities and workshops;
- Outline of rolling stock design
- Outline of substations and power supply systems;
- Outline of the Power supply and distribution system
- Outline of all signalling system;
- Outline of all telecommunication system;
- Outline of air-conditioning and ventilation system;
- Outline of control centre;
- Outline of security requirements
- Outline of safety management measures during construction;
- Construction schedule (Civil Works);
- Preparation of the SHE manual;
- Outline of the Traction system;
- Estimation of cost of civil packages;

5.5.10 Preliminary design for potable, industrial and recycled water supply network

5.5.10.1 The Consultant shall review/revaluate available Site Survey and Finalisation of Maps report including norms, scheme etc in terms of regional aspects and long term and short-term validity of schemes.

5.5.10.2 The Consultant shall study the proposed Water Supply system, available/proposed water resources plan and study future plans. Consultant shall also work out the norms and standards required for the services after studying relevant codes, standards, norms and state level practices in particular CPHEEO manuals and Manual on norms and standards for environment clearance of large construction projects by Ministry of Environment and Forests, Government of India

5.5.10.3 The Consultant shall evaluate the quality and quantity of underground and surface water sources at the site, determine adequacy, recommend the water build-up for each year of development for units, domestic use, institutional requirements, commercial requirements, fire-fighting, wastage, etc. It is anticipated that some of the -non-potable and irrigation water demand can be met with recycled water. The Consultant shall propose an efficient methodology and design for supplementing the water demand with recycled water. The Consultant shall also determine the water requirements for fire fighting purposes and its associated network. The consultant shall prepare a complete water balance to optimize abstraction of fresh water.

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- 5.5.10.4 The Consultant shall design the network required for supply of potable, recycled water and fire-fighting water for the designated area. The network shall include design and location of water storage requirements, pumping requirements, standpipes and other such components. The network shall be designed up to each parcel level. The Consultant needs to keep the potable and non-potable water supply connections to each parcel, as required.
- 5.5.10.5 The source of raw water shall be NCR channel and the consultant needs to carry feasibility on the route to transport raw water to site from NCR tail end (Chandu Budhera). The topographical survey of the final alignment is part of the assignment.
- 5.5.10.6 The Consultant shall propose the capacity and location of the receiving master balancing reservoirs (MBR-R) for treated industrial water inside the designated area. This reservoir will receive the treated industrial water from the Tertiary Treatment Plant (TTP). The consultant shall design the MBR in coordination with the other consultant who will design the industrial water transmission main from the TTP up to the MBR inside the designated area.
- 5.5.10.7 The Consultant shall prepare a staging plan for potable and recycled water system considering the phase-wise occupancy for the area.
- 5.5.10.8 The preliminary design for potable water network, recycled water network, including fire storage and fire fighting network shall include the following but not limited to:
- a) An index plan of the distribution system as a whole, covering the entire area of supply under the proposal with zones demarcated and location of service reservoirs indicated with relevant hydraulic data. The distribution system should indicate sizes of mains, numbers, locations and capacities of UG/ OH tanks, hydraulic level and other appurtenances proposed in the system.
 - b) Longitudinal section of conveying mains, indicating the location of sluice valves on the main, scour valves, air valves and other appurtenances
 - c) Material of pipes and diameter of pipes
 - d) Designs and general arrangement for MBR and pumping arrangement
 - e) A schematic diagram indicating the levels of the various components of the project.
 - f) Engineering calculations for Storage capacities proposed their elevation and its costs.
 - g) Distribution system with salient features e.g. intermediate OH/ UG tanks, pumping stations, connections, valves etc.
 - h) Hydraulic calculations of distribution and conveying mains.
 - i) The Consultant shall determine location and size of required intermediate lifting stations and prepare hydraulic design, pump house, wet well/ dry well details, pump capacities and power requirement, pumping machinery, suction pipes, rising main, delivery main, indicative civil hydraulic electrical mechanical details, DG sets etc.

5.5.11 Preliminary design for drainage network

- 5.5.11.1 The Consultant shall prepare the storm water management system for the designated area considering that the flood management system shall be in place at a future date. The Consultant shall propose flood mitigation strategies in preliminary design of roads and drainage network in the interim, before the flood management system is in place.

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5.5.11.2 The Consultant shall analyse the data and prepare the preliminary design for drainage network by:

- a) Procurement of last 25 year rainfall data
- b) Considering and freezing of design criteria for the various parameter to design drainage system
- c) Determine storm water runoff quantities by dividing the catchment into different zones.
- d) Design and preparation of schematic network

5.5.11.3 As part of the preliminary design of drainage network, the consultant shall prepare the following but not be limited to:

- a) Prepare preliminary design documents including drawings and outline specifications for required storm water facilities.
- b) Preliminary design for the storm water drainage network with pipe diameters / channel dimensions.
- c) Determine the locations and dimensions of the storm water culverts along the roads.
- d) Determine the outfall points of the storm water drainage network.
- e) Determine location and size of storm water pumping stations, sluice gates/flood control structure at outfall or at intermediate level if required
- f) Determine the interconnection with the outside storm water drainage network
- g) Harvesting of surface runoff and measures to promote ground water recharge through rainwater harvesting system
- h) Analysis of the SWD system, alignment and position of storm water drainage along the road giving the details of size of drains, invert levels of the drains, HFL and road edge level.
- i) Longitudinal Plan for main drains
- j) Typical sections of drains, channels etc.
- k) Determine proposed formation level, storm water network with internal, peripheral drain and main channel up to discharge point with table indicating High flood level (HFL), Invert level (IL), Discharge, velocity, freeboard data.
- l) The Consultant shall determine location and size of required intermediate lifting stations and prepare hydraulic design, pump house, wet well/ dry well details, pump capacities and power requirement, pumping machinery, suction pipes, rising main, delivery main, indicative civil hydraulic electrical mechanical details, DG sets etc.

5.5.12 Preliminary design for sewerage network

5.5.12.1 The Consultant shall prepare preliminary engineering design of sewerage, network serving the parcels up to the designated location of the sewage treatment plant and disposal point, if any. The network shall be designed such that recycled water can be introduced back into the network for various types of non-potable use. As per national and local norms, the Consultant shall establish treated effluent discharge requirements aiming towards Zero Discharge.

5.5.12.2 The Consultant shall be required to finalize and adopt the following but not limited to, design parameters

- a) Per capita sewage generation
- b) Peak flow
- c) Minimum and Maximum velocity of flow
- d) Flow conditions for various size of pipes
- e) Material of pipe

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- f) Minimum depth of sewer
- g) Maximum depth in relation to water table
- h) Infiltration factor
- i) Formula for calculation for design of sewer
- j) Coefficient of various formulas

- 5.5.12.3 The Consultant shall evaluate the pre-treatment standards for each type of industries before discharge of their effluent in to trunk collection system to common acceptable level as per national and local standards.
- 5.5.12.4 The Consultant shall determine location and size of required intermediate lifting stations and prepare hydraulic design, pump house, wet well/ dry well details, pumping machinery, suction pipes, rising main, delivery main, indicative civil hydraulic electrical mechanical details, DG sets etc.
- 5.5.12.5 The Consultant shall determine number, size, location and type of required sewage treatment plants (STP) and staging plan for construction of collection and treatment system. The Consultant shall explore various options available for sewage treatment for each type of plant. The Consultant shall prepare the preliminary design for each treatment plant determining the area requirement, technology used, phasing, discharge parameters and other aspects to be used for treatment. The Consultant shall also identify alternate sludge management technologies and options. The Treatment plant shall be designed with odor control of efficient sustainable operations.
- 5.5.12.6 As part of preliminary design of sewerage, collection and disposal network, the consultant shall prepare the following but not limited to:
- a) Individual layout plan of networks from parcel to treatment/disposal point showing pumping stations, sump, invert levels and other relevant information
 - b) Demand/ Generation calculations and hydraulic design of the individual network with pipe diameter, pipe materials, no of manholes, depth of the manholes etc
 - c) Longitudinal Plan of the main network
 - d) Typical details of manholes and other ancillary structures,
 - e) Outline parameters and GA drawing of treatment plants
 - f) Typical plan and sections showing indicative details, materials and specifications

5.5.13 Preliminary design for power supply

- 5.5.13.1 The Consultant shall prepare the preliminary design for power supply keeping the following but not limited to in perspective such as safety to personnel, minimum fire hazards and risk, minimizing power losses, reliability of system to the extent possible, ease of maintenance, automatic protection of all electrical equipment through selective relaying system and scope for future expansion.
- 5.5.13.2 The Consultant shall study the existing planning for EHT and HT transmission network of State Transmission for the entire area and thereafter coordinate the plan for the Sub-station location. The proposed equipment and preliminary design for distribution sub-station should be prepared with reference to the load flow analysis taken up by State Transmission prior to finalisation.
- 5.5.13.3 The Consultant shall prepare a load forecast based on plot mix, type of industrial units, future expansion plans and requirements of power consuming utilities/ facilities. Consultant should clearly specify the overhead and underground transmission network arrangement with respect to voltage level

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and physical site and ground conditions, in consultation with relevant authorities. The Consultant shall design the network such that integration with ICT network is possible wherever required.

5.5.13.4 The Consultant shall plan the following aspects but not limited to:

- a) Planning of Main Receiving Sub Stations (MRSS) and source of electricity within the overall framework of project Area. The substation shall be designed keeping the development plan in place.
- b) Planning and layout of electricity distribution system, network and internal substations.
- c) Develop Utility Profile including demand assessment
- d) Design electricity distribution system, which comply with the following but not limited to relevant regulations, latest concepts such as Smart Grids, codes of practices and byelaws.
- e) Preliminary design of the sub heads of the substations and distribution networks.
- f) Broad construction costs of the recommended option based on preliminary design
- g) Determine requirement for standby engine-generation power supplies within the development to support critical loads.
- h) Prepare general layout of underground electrical high and low voltage power distribution system.
- i) Develop standards for street lighting to be used throughout development.

5.5.13.5 As part of the preliminary design for power supply, the Consultant shall prepare the following but not limited to:

- a) Report on Design norms and Standards, forecasting power demand, network planning, specifications, systems of maintenance and operation
- b) Details related to HT/LT lines, Grid substation, MSS, ESS Transformer, LT cable, stitch yards feeder pillar etc.
- c) Illumination level proposed for particular type of road.
- d) The arrangement and type of lighting proposed (linear, one side, opposite staggered or central verge) sodium mercury, fluorescent, metal, heads etc.
- e) Lighting distribution diagram for particular type of road with arrangement proposed.
- f) Power supply distribution and control arrangement proposed.
- g) Decorative post of lanterns for garden and open areas.

5.5.14 Preparation of Waste Management Plan

5.5.14.1 The Consultant shall cover the following as part of Waste Management Plan based on pneumatic- fully automated waste collection system:

- a) Characterisation and quantification of solid waste and hazardous waste to be generated during construction stage and operation stages of the project
- b) Collection, segregation and storage systems of various types of waste generated through chutes and underground network on a pneumatic platform.
- c) Conveyance/ transportation system of various kinds of waste generated.
- d) Revalidate and propose the location (s) of the final storage/ treatment and recycling system.
- e) Preliminary-design of the storage facilities, as required.
- f) Identification of nearest Common Hazardous Waste Transportation, Storage and Disposal Facility (CHWTSDF) for disposal of hazardous waste

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- g) Waste management plan shall be in conformance with applicable rules e.g., Municipal Solid Waste Management Rules 2000, Hazardous Waste Management Handling and Trans-boundary Movement Rules 2009, etc

5.5.15 Preliminary design for gas network corridor and telecom ducting network

- 5.5.15.1 The Consultant shall plan the allocation for gas corridor and telecom network in the roads cross section in the integrated infrastructure layout.
- 5.5.15.2 The Consultant shall abide by national norms, standards and best practices.
- 5.5.15.3 The ICT network shall be designed such that includes components serving requirements of roads and all infrastructure such as but not limited to intelligent transportation systems, smart metering system, SCADA, BRT, traffic signalling etc, coordinated with overall ICT master plan
- 5.5.15.4 Evaluate the systems for provision of Information and Communications Technology (ICT) for integrated operations along transport routes with provision of following:
 - a) Central cockpit monitoring unit with interface of all infrastructure services including but not limiting to power supply, water supply, sewerage, drainage, telecommunication, security & surveillance and governance.
 - b) Empower 24x7 round-the-clock service operations in public, providing information with user privacy and without human intervention and extending points-of-presence
 - c) Enable delivery of real-time information to users for better planning
 - d) Integration with Multi-modal Transport Schedules
 - e) Enablement of Emergency Notifications, Security Analytics and Response measures
 - f) Provision for Integrated Billing and Cash-less transactions
 - g) Prepare broad cost estimates of the civil, electrical, systems, ICT requirements - both capital as well as operating costs.

5.5.16 Preparation of Cost estimates and BoQ

- 5.5.16.1 The cost estimates shall be prepared as per provisions of this TOR and as per below. The description of items in Bill of Quantities should be consistent with the drawings and specifications, and all should lend themselves to harmonious and unambiguous interpretation.
- 5.5.16.2 The Consultant shall prepare estimates for quantities (considering designs of roads, highway structures and utilities as proposed) and project cost including rate analysis for the entire project (package wise), using local/ state/ applicable schedule of rates. For missing items in the local/ state/ applicable schedule of rates, any other mutually agreeable source(s) maybe used. The estimation of quantities shall be based on preliminary design of various components. The estimation of quantities and costs shall be worked out separately for each component.
- 5.5.16.3 The Applicant shall carry out an analysis for computing the unit rates for the different items of works. The unit rate analysis shall duly take into account the various inputs and their basic rates, suggested location of plants and respective lead distances for mechanized construction. The unit rate for each item of work shall be worked out in terms of manpower, machinery and materials.
- 5.5.16.4 The project cost estimates so prepared are to be checked against rates for similar on-going works in the surrounding region with reference to current

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State PWD schedule of rates.

- 5.5.16.5 The Consultant shall prepare BOQ of various components with a break up of cost for each component separately. The Consultant may include provision for physical and price contingencies, interest during construction and other financing costs, pre- construction expenses etc. Cost estimates should be prepared based on item rate analysis and on prevalent market rates in the region. Consultant should perform rate analysis for all the items in all works.
- 5.5.16.6 The Consultant shall prepare the Cost estimates and BoQ for the purpose of assistance in tendering process for contractor(s). The Consultant shall be responsible for accuracy of the BoQ items.
- 5.5.16.7 **Financial Analysis:** The consultant should undertake detailed financial analysis for the project, estimation of financial IRR etc.

5.5.17 3D Model and Spatial Database

- 5.5.17.1 All infrastructure, networks and facilities designed by the Consultant as part of this assignment shall be consolidated as part of a spatial database preferably using MS- SQL Server Spatial or Oracle Spatial. Both the 2D and 3D spatial data shall be stored in such spatial database for mapping, modelling and analysis.
- 5.5.17.2 The Consultant shall propose the required specialist modelling software to the Client for facilitating high level modelling analysis. While for transforming such modelled results into engineering layout plan the Consultant shall make use of Autodesk Civil 3D or Map 3D.
- 5.5.17.3 The Consultant shall also prepare a 3D model of all infrastructure designed as part of the assignment. The 3D model shall be developed using Autodesk Revit, Civil 3D, Map 3D and/ or Infracore. The Consultant shall represent all aspects, details, alignments, materials, thicknesses, quantities, levels and measurements as developed in preliminary design for roads and services. The Consultant shall use the 3D model to demonstrate the efficiency and cost effectiveness of the design. 3D model data files shall be submitted in 'SDF' file format. Apart from spatial information, the SDF file shall carry attribute information such as but not limited to materials & specifications, pipe diameters, flow data and invert levels.

Detailed scope of services for Part E: Preparation of tender documents and drawings for selection of contractor(s) and during Detailed Design stage

The Consultant shall formulate tender packages. These packages shall be formulated such that all roads, MRTS and infrastructure are simultaneously and seamlessly executed at the site along with the works related to street lighting, street furniture and landscape. The tender documents shall be designed such that the works can be executed in a short span of time in order to meet client's expectations.

5.5.18 Preparation of Tender drawings and documents

- 5.5.18.1 The Consultant shall prepare the tender documents, drawings, specifications and schedule of quantities, code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials and work, special conditions of contract etc. The documents shall be prepared on EPC basis and/or any other basis as per the directions of the client.

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5.5.18.2 The Consultant's scope shall include all relevant information pertaining to preliminary design for roads & services/ utilities such as draft BOQ's, analysis of rates, technical specifications and technical data sheets.

5.5.18.3 The Consultant shall provide relevant documents for bidding out contracts for single/ multiple packages created for the designated area.

5.5.18.4 Packaging of Civil Contracts and Tender Documents

Based on the tender designs, and accepted design criteria, specifications, standards and codes of practice, the IC shall prepare suitable tender packages for infrastructure development and MRTS tunnels & stations, BOQ and estimated cost for the tender packages. The tender and contract documents for the selected package shall be prepared in line with JICA Guidelines or as specified by client & Sample documents and shall include:

- Notice Inviting Tenders (NIT) / Invitation of Bids
- Form of Tender
- Instructions to Bidders
- Tender evaluation criteria / Acceptance criteria
- General Conditions of Contract
- Special Conditions of Contract
- Technical Specifications.
- Bill of Quantities (wherever required).
- Tender Drawings.
- Form of Contract.

5.5.18.5 The Consultant shall provide technical assistance to the Client in selection of contractors for various packages.

5.5.19 Scope of work for Environmental Impact Assessment for the project

The Selected Consultant/s are required to prepare & complete the EIA study as per the Model ToR issued by MoEF and also obtain the additional ToR for this project.

The purpose of EIA is to give the environment its due place in the decision-making process by clearly evaluating the environmental consequences of the proposed activity before action is taken.

- Evaluation of the impact of the project shall be carried out on air environment, water environment, land use, drainage, flora and fauna, socio-economic and cultural environment on short and long term basis. The evaluation shall be carried out for pre project scenario, project implementation scenario with and without EMP. The environmental impact scenario shall be carried out for, before, during and after the implementation of project.
- The guidelines provided by MoEF and State PCB in this regard shall be studied while conducting the EIA study. The baseline data generated from above studies shall be analyzed and compared with applicable standards for each environmental attribute so that the critical environmental areas and also attributes of concern are identified. The short term and long term impacts particularly on sensitive targets such as endangered species, plants, crops and historically important monuments shall be identified.

Mitigation measures & Environmental Management Plan for the existing and proposed developments

Based on the impacts identified the mitigations measures will be suggested. An impact criterion will be developed to identify major, moderate and minor impact based on which an impact matrix will be generated. The impact matrix will indicate the extent of impact with as well as without the proposed mitigation measures. Social impacts and concerns will also be identified and an outline Rehabilitation and Resettlement (R&R) Framework will be prepared.

An EMP suggesting economically feasible control technologies and procedures to minimize any impact on environment will be developed. The EMP will include:

- Pollution control measures (air, water, noise, soil etc)
- Water conservation, treatment and disposal
- Solid/hazardous waste management
- Training and Monitoring requirement for the project
- Occupational Health and Safety Measures
- Requirements for green belt and landscaping
- Traffic Management Plan

Outline Risk Assessment Study

The RA study will include the following methodology:

- Identification of hazards/risks associated;
- Identification of scenarios;
- Analysis of frequency and consequences of all identified risks;
- Detailed risk analysis to assess the risk levels in relation to risk acceptance criteria; and
- Recommend risk reduction measures and identify high-risk elements to be addressed through the Disaster Management Plan (DMP)

The Consultant shall be responsible for making presentations as required from time to time before the various committees of Competent Authority/ies including Public Hearing and obtain the EIA Clearance from the MoEF and/or any other authority.

In order to facilitate the Selected Consultant in conducting the studies, DMICDC shall share all the necessary data, reports and other relevant materials in relation to the project.

The scope of services is also inclusive of following:

- To fill-up Form- I alongwith draft TOR, to be submitted to MoEF, New Delhi for getting TOR.
- Preparation and giving presentation for TOR at various stages/to various authorities, as per requirements of MoEF and/or any other authority and providing all the necessary assistance for the same as per requirements.
- Liaisoning / Expediting /Follow-up with MoEF and/or any other authority for the early receipt of TOR and with other statutory/non-statutory bodies for getting various permissions/clearances etc.
- To prepare Comprehensive detailed EIA –EMP Report as decided by DMICDC which should be as per the requirements of TOR / EC and shall also cover the points

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referred in the "Technical EIA Guidelines Manual published by MoEF and/or any other authority and the amendments thereof with completion of all the necessary field works, monitoring, testing etc. including measurement of meteorological parameters for the respective area of project site.

- Preparation and giving presentation at various stages/to various authorities for Public Hearing and Public Consultation and providing necessary assistance for the same as per requirements and also for the compliances to the points identified during Public Hearing and Public Consultation.
- Preparation of the DMICDC"s compliances as per requirements in TOR for further submission to MoEF and/or any other authority.
- Preparation and giving presentation at various stages/ to various authorities, for getting Environmental Clearance and providing necessary assistance for the same as per requirements.
- Expediting/Follow-up with MoEF/ other statutory bodies for the early receipt of Environmental Clearance.

5.5.20 Technical support/ handholding during Detailed Design

5.5.20.1 The Consultant shall provide all technical assistance in providing any further clarifications, details, designs and drawings required by the contractor(s) during the Detailed Design stage and address any queries raised by the contractor(s) for roads & services/ utilities. The Consultant shall act as an interface or coordination agency between Client and the contractor(s) during the handholding period for the Detailed Design stage.

5.5.20.2 The Consultant shall review and approve detailed design and GFCs prepared by the contractor(s) and ensure that all preliminary design aspects and parameters have been adhered to. The Consultant shall analyse the detailed BoQ prepared by the contractor.

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5.6 Deliverables and timeframe

All the deliverables as per the list below shall be in the form of 05 (five) hard copies +1 (one) soft copy in MS Word and PDF format for Reports and GIS, AUTOCAD DWG & PDF formats for drawings/ plans.

1.	Inception report and Quality Assurance Map and review of existing master plan	D+15 days
2	Design Basis Report	D+1 months
3	Final detailed layout plan and urban design guidelines	D+2 months
4	Final landscape plan and guidelines	D+2.5 months
5	Draft Preliminary Design Report including detailed Economic Analysis	D+3 months
6.	Final EIA clearance	D+5 months
7	Final Preliminary Design Report with 3D model and tender packages	D+5 months
8	Issuance of EPC/DB tender documents	D+6 months
9	Selection of the EPC/DB Contractor(s)	D+9 months
10	Hand holding period	D+21 Months

Section 6. Standard Form of Contract

STANDARD FORM OF CONTRACT
CONTRACT FOR CONSULTANCY SERVICES

Between

[Name of client]

[Name of Consultants]

[Date]

**Selection of Consultant for Preparation of Preliminary Design Report for Roads & Services/ Utilities for
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I. Form of Contract

Contract to undertake [name of assignment]

This CONTRACT (hereinafter called the “Contract”) is made on the [Date in words] day of the month of [month] [year in ‘yyyy’ format], by and between

The Delhi Mumbai Industrial Corridor Development Corporation Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at Room No 341 B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50B Chanakyapuri New Delhi – 110021 India, hereinafter referred to as the “Client” which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the First Part.

and

[Name of Consultants and registered address]

(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 deliverables
 - Appendix C: Approach and methodology
 - Appendix D: Duties of the Client
 - Appendix E: Cost Estimate
 - Appendix F: “Conformed Document” which incorporates all the changes, modifications and results of the contract discussion

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Appendix G: Copy of Letter of Award

Appendix H: Copy of letter of Award/ acceptance by Consultant

Appendix I: Copy of Bank Guarantee for Performance Security

Appendix J: Clarifications

Appendix K: Correspondences

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 will make payments to the Consultants in accordance with the provisions of the Contract.
3. Priority of documents: The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) hereinabove, the documents shall be interpreted in the following order of precedence:
 - a) The provisions of this Contract shall override all provisions of other documents comprising the Contract.
 - b) the provisions of the SC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
 - c) the provisions of the GC shall be subject to the Contract SC, but shall take precedence over all other documents comprising the Contract; and
 - d) the Appendices shall subject to each of the Contract, SC and the GC
 - e) Any decision of the Client in relation to the priority of documents shall be final and binding upon the Consultant

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 Client

[Signature]

[Name]

[Designation]

FOR AND ON BEHALF OF CONSULTANT

[Signature]

[Name]

**Selection of Consultant for Preparation of Preliminary Design Report for Roads & Services/ Utilities for
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[Designation]

Witness:

1. [Signature, name and address]

2. [Signature, name and address]

II. General Conditions of Contract

6.1 General provisions

6.1.1 Definitions

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

- a) "Applicable Law" means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b) "Affiliate" means, with respect to any Party, any other entity that, directly or indirectly: (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and "Control" with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms "Controlling" and "Controlled by" shall be construed accordingly;
- c) "Client" means the Party named in the Contract, who employs the Consultant;
- d) "Consultant" or "Consultants" means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services;
- e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) constitute a part, together with all other documents listed in this signed Contract;
- f) "Contract Price" means the price to be paid for the performance of the Services;
- g) "GC" means the General Conditions of Contract;
- h) "Government" means the Government of Client's country;
- i) "Local Currency" means the currency of the Government;
- j) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and " Members" means all of these entities; "Lead Member/Member in Charge" means the entity specified in the SC to act on behalf of Each Member in exercising all the Consultants' rights and obligations towards the Client under this Contract;
- k) "Material Adverse Effect" means material adverse effect on (a) the ability of the Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- l) Master Services Agreement (MSA) shall mean the same as "contract";
- m) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

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- n) "Performance Security" shall mean the irrevocable and unconditional bank guarantee provided by the Consultant from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;
 - o) "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;
 - p) "Project" means "[name of assignment]";
 - q) "SC" means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
 - r) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in TOR;
 - s) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of this contract; and,
 - t) "Work Order" means a specific directive or order to perform a defined scope for a defined duration and fee
 - u) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
 - v) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.
- 6.1.2 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at New Delhi.
- 6.1.3 Language: This Contract has been executed in the language specified in the SC, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 6.1.4 Notices: Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.
- 6.1.5 Location: The Services shall be performed at such locations as whether in Country or elsewhere, as the Client may approve.
- 6.1.6 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials in the SC.
- 6.1.7 Taxes and Duties: Unless otherwise specified in the SC, the Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

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- 6.1.7.1 The Client shall be entitled to deduct any Taxes required to be deducted at source under Applicable Law from any payments to be made by it to the Consultant. Further, in the event that the Client receives notification or assessment of any Taxes (whether as an agent, or in substitution of the Consultant, any Sub-consultants or its Personnel, servants, agents or otherwise) in respect of or arising out of the performance of the Consultant's obligations under this Agreement which remain outstanding, the Client shall notify the Consultant of the same and the Consultant shall promptly take all necessary action for settlement and/or any other lawful disposal of such notification or assessment. Furthermore, the Consultant shall pay forthwith on demand to the Client all costs including fines and penalties, which the Client may incur as a result of:
- 6.1.7.1.1 the Client having been required by any governmental authority to pay any Taxes which the Consultant is liable to bear hereunder; or
- 6.1.7.1.2 any cost actually sustained by the Client for failure by the Consultant to pay any Taxes for which it is responsible under this Contract.
- 6.1.8 Interpretation: In the Contract, unless the context otherwise requires:
- 6.1.8.1 The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.
- 6.1.8.2 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.
- 6.1.8.3 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.
- 6.1.8.4 A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to
- 6.1.8.5 Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.
- 6.1.8.6 The words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed ejusdem generis with any foregoing words.
- 6.1.8.7 In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
- 6.1.8.8 Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.

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6.1.8.9 The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.

6.1.8.10 References to a person (or to a word importing a person) shall be construed so as to include:

- a) Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
- b) That person's successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
- c) References to a person's representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.

6.2 Joint and Several Liability: Collective action by Members

6.2.1 In the event the Consultant is a joint venture consortium, the Members shall be deemed to be jointly and severally liable to the Client for the performance of this Contract. Without prejudice to the foregoing, the Client shall be entitled to terminate this Contract in the event of any change in the structure or composition of the joint venture consortium, including the Member in Charge ceasing to act as such. In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any member; provided that such Performance Security shall mention the details of this Contract and other members.

6.2.2 In the event the Consultant is a joint venture consortium, without prejudice to the joint and several liability of all the Members, each Member agrees that it shall exercise all rights and remedies under this Contract through the Member in Charge and the Client shall be entitled to deal with such Member in Charge as the representative of all Members. Each Member agrees and acknowledges that, notwithstanding anything to the contrary in the memorandum of understanding or any other such agreement or arrangement between the Members:

6.2.2.1 any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to this Contract shall be deemed to have been on its behalf and shall be binding on it. The Client shall be entitled to rely upon any such action, decision or communication from the Member in Charge;

6.2.2.2 consolidated invoices for the Services performed by all the Members shall be prepared and submitted by the Member in Charge and the Client shall have the right to release payments solely to the Member in Charge and the Client shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Members;

6.2.2.3 any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to Clause 6.1.6 of the GCC) and any such notice,

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communication, information or documents shall be deemed to have been delivered to all the Members.

6.3 Commencement, completion, modification and termination of contract

6.3.1 Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by both the Parties, or such other date as may be stated as per SC.

6.3.2 Commencement of Services: The Consultants shall commence the Services from 15th (fifteen) day of effectiveness of the Contract or any date prior to that, notified by the Client.

6.3.3 Expiration of Contract: Unless terminated earlier pursuant to relevant clauses in this contract 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.

6.3.4 Modification: Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

6.3.5 Force Majeure

6.3.5.1 Definition: 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 under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.

6.3.5.2 No Breach of Contract: The failure of a party to fulfil any of its obligations under the Contract 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:

- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- b) has informed the other party as soon as possible about the occurrence of such an event.
- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

6.3.5.3 The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

6.3.6 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.

6.3.7 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 continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably

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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.

6.4 Termination

6.4.1 By the client: The Client may terminate this Contract, by not less than thirty (30) days' or sixty (60) written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in this clause:

- a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as the Client may have subsequently approved in writing;
- b) within thirty (30) days, if the Consultants become insolvent or bankrupt;
- c) 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;
- d) within thirty (30) days, if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e) within thirty (30) days, if the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
- f) within thirty (30) days, if the Consultant, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
- g) if the Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days' decides to terminate this Contract.

6.4.2 By the Consultants: The Consultants may terminate this Contract, by not less than thirty (30) day's' written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:

- a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue ; or
- b) 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.

6.4.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause 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 relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 hereof, (iv) the rights of indemnity of the Client specified in clause 11 and (v) any right which a Party may have under the Applicable Law.

6.4.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses 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

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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 handover all project documents under procedure described in this contract.

- 6.4.5 Payment upon termination: Upon termination of this Contract, the Client will make the following payments to the Consultants:
- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
 - b) If the Contract is terminated pursuant to Clause 6.4.1a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such liquidated damages to Client within 30 days of termination date.
- 6.4.6 Disputes about Events of Termination: If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

6.5 Obligations of the Consultants

- 6.5.1 General: The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The 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. Since the Delhi Mumbai Industrial Corridor project is to be implemented as a joint venture between State Government and DMICDC, any State Government agency as appointed by the State Government is to be continuously consulted, besides the Client, as a major stakeholder in the Project.
- 6.5.2 Conflict of interest
- 6.5.2.1 Any breach of an obligation under Clause 6.5.2 shall constitute a conflict of interest ("Conflict of Interest"). The Consultant shall comply and shall ensure the Sub-consultants and Affiliates of the foregoing comply with the provisions of Clause 6.5 and any breach of such an obligation shall constitute an event of default by the Consultant for the purposes of this Contract. The Consultant shall promptly disclose any Conflict of Interest to the Client. For the avoidance of doubt, the Consultant agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.
- 6.5.2.2 Consultants Not to Benefit from Commissions, Discounts, etc.: The remuneration of the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's 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 under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-

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consultants and agents of either of them, similarly shall not receive any such additional remuneration.

- 6.5.2.3 **Consultants and Affiliates Not to Engage in Certain Activities:** The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.
- 6.5.2.4 **Prohibition of Conflicting Activities:** Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
 - b) after the termination of this Contract, such other activities as may be specified in the SC.
- 6.5.3 **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 relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 6.5.4 **Consultant's 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) 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, (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, (iii) that the extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price, and (iv) the Client will be provided by the Consultant with particulars (name, financial & technical background, sub-consultancy fee) of the sub-consultant.
 - b) appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and
 - c) any other action that may be specified in the SC.
- 6.5.5 **Reporting Obligations:** The Consultants shall submit to the Client the reports and documents specified in TOR, in the numbers, and within the periods set forth in this contract.
- 6.5.6 **Documents Prepared by the Consultants to be the Property of the Client:** All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract 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 and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

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- 6.5.7 **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.
- 6.5.8 **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 coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.

6.6 Consultants' personnel

6.6.1 Description of Personnel

6.6.1.1 The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' core team are as per the contract agreement. The core team is hereby approved by the Client. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned in terms of man month may be increased by an agreement in writing between the Client and the Consultants and the cost relating thereto shall be determined as per the man month rates indicated in the financial bid.

6.6.1.2 If required to comply with the provisions of this Contract, adjustments with respect to level of effort, staff assignments, time 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, scope, qualifications of team or deliverables and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this Contract and/or otherwise agreed by the client. Any other such adjustments shall only be made with the Client's prior written approval.

6.6.2 Removal and/or Replacement of Key Personnel

6.6.2.1 The Client will not normally consider substitutions 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 implementation except under exceptional circumstances up to a maximum of two (2) personnel and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of two (2) Key Personnel would call for reduction of remuneration and the reduced remuneration will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key

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personnel against first replacement, Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.

6.6.2.2 If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

6.6.2.3 Any of the Personnel provided as a replacement under clauses above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

6.7 Obligations of the client

6.7.1 Assistance and Exemptions: Unless otherwise specified in the SC, the Client will use its best efforts to ensure that the Government will provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as necessary to enable the Consultants, Sub consultants or Personnel to perform the Services:

6.7.1.1 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;

6.7.1.2 facilitate prompt clearance through customs of any property required for the Services;

6.7.1.3 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;

6.7.2 **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.

6.8 Payments to the consultants

6.8.1 Payment terms: The Consultants total remuneration including out of pocket expenses shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services. In addition to these, any conditions mentioned in the SC shall also be applicable to this contract. The Contract Price may only be increased, if the parties have agreed to additional payments in accordance with relevant clauses hereof.

6.8.2 The client will release 80% payment due against a particular milestone if the comments/approval from the respective State Government is not received within 45 days from the date of forwarding the report. Remaining 20% shall be released only after receipt of comments/approval from the concerned State Government/Nodal Agency.

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6.8.3 **Currency:** The price is payable in local currency i.e. Indian Rupees.

6.8.4 Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this contract.

6.9 Settlement of disputes

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

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

6.10 Responsibility for accuracy of project documents

6.10.1 General

6.10.1.1 The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client 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.

6.10.1.2 The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.

6.11 Liquidated damages

If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.

6.12 Representation, warranties and disclaimer

6.12.1 The Consultant represents and warrants to the Client that:

6.12.1.1 it is duly organised, validly existing and in good standing under the applicable laws of its Country;

6.12.1.2 it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;

6.12.1.3 it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;

6.12.1.4 it has the financial standing and capacity to undertake the Project;

6.12.1.5 this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

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- 6.12.1.6 it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- 6.12.1.7 there are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.
- 6.12.1.8 no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- 6.12.1.9 no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the Client in connection therewith.

6.13 Miscellaneous

6.13.1 Assignment and Charges

- 6.13.1.1 The Contract shall not be assigned by the Consultant save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.
- 6.13.1.2 The Client is entitled to assign any rights, interests and obligations under this Contract to third parties.

6.13.2 **Indemnity:** The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

6.13.3 **Governing Law and Jurisdiction:** The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to relevant clauses hereof and the SC, the Courts at New Delhi, India shall have jurisdiction over all matters arising out of or relating to the Contract.

6.13.4 Waiver

6.13.4.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:

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- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
 - b) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
 - c) shall not affect the validity or enforceability of the Contract in any manner.
- 6.13.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.
- 6.13.5 **Survival: Termination of the Contract** (a) shall not relieve the Consultant or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.
- 6.13.6 **Notices:** Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.
- 6.13.7 **Severability:** If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.
- 6.13.8 **No Partnership:** Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- 6.13.9 **Language:** All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified the SC.
- 6.13.10 **Exclusion of Implied Warranties etc.:** The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.
- 6.13.11 **Agreement to Override Other Agreements:** The Contract supersedes all previous agreements or arrangements between the Parties, including any

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memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.

6.13.12 Counterparts: The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract.

III. Special Conditions of Contract

The Special Conditions of Contract

The Special Conditions (SC) of contract contains number of amendments and supplements to clauses in the General Conditions of the Contract.

6.1.1(f) The contract price payable in Indian Rupees is _____ (inclusive of service tax).

6.1.1(j) The Member in-charge is [name of consultant].

6.1.1(n) Performance security

- I. The Consultant will furnish within fifteen (15) days of the issue of Letter of Acceptance (LOA), an unconditional and irrevocable bank guarantee as Performance Security in the format given in "Annexure A" from a Scheduled Commercial Indian Bank for an amount equivalent to 5 (five) percent of the total cost of Financial Proposal under this Assignment.

6.1.3 The language is English.

6.1.4 The client address is [name, designation, telephone, facsimile, address].

6.1.4 The consultant address is [name, designation, telephone, facsimile, address].

6.1.6 The Authorized Representative for the consultant is [name, designation].

6.1.6 The Authorized Representative for the consultant is [name, designation].

6.1.7 For domestic consultants/personnel and foreign consultants/personnel who are permanent residents in India The Consultants and the personnel shall pay the taxes, duties, fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client will perform such duties in regard to the deduction of such tax as may be lawfully imposed. The Consultant will be paid by DMICDC only service tax over and above the cost of Financial Proposal. All other applicable taxes, levies, duties, etc., if any, shall be borne by Consultant.

6.3.1 The date on which this Contract will come into effect is [date].

6.3.1 The duration of assignment shall be 09 months (excluding hand holding period) and with option to extend the contract duration with mutual written agreement.

6.5.7 Limitation of the Consultants' Liability towards the Client

(a) Except in case of negligence or wilful 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 (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the

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Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) 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.

6.5.8 Risks and coverage

- (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.10,00,000/- (Rupees Ten Lakhs only) for the period of consultancy.
- (c) Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in the contract. In case of joint venture or 'in association', the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.
- (d) Employer's liability and workers' compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions 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.
- (e) Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.

6.8.1 Consultancy fee will be paid in accordance with the submission and acceptance of following milestone by DMICDC and State/Nodal agencies:

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1.	Inception report and Quality Assurance Map and review of existing master plan	5%
2	Design Basis Report	10%
3	Final detailed layout plan and urban design guidelines	10%
4	Final landscape plan and guidelines	10%
5	Draft Preliminary Design Report including detailed Economic Analysis	15%
6.	Final EIA clearance	5%
7	Final Preliminary Design Report with 3D model and tender packages	5%
8	Issuance of EPC/DB tender documents	10%
9	Selection of the EPC/DB Contractor(s)	15%
10	Hand holding period	15%

The relevant core staff of the consultant will be required to give a presentation to client regarding the broad features of the deliverable before the submission of each deliverable as per the delivery milestone. The comments of the client shall be incorporated in the scheduled deliverable.

During hand holding period, 15% payment will be released as per the equal monthly installments.

Payment shall be made within 45 days of receipt of the invoice and approval of the relevant deliverables, and within 75 days in the case of the final payment, on achievement of milestones.

6.9 Dispute settlement: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators

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so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

Annexure A: Form of Bank Guarantee for Performance Security

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

Ref.: Bank Guarantee:

Date:

Dear Sir,

In consideration of M/s Delhi Mumbai Industrial Corridor Development Corporation Limited (hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of consultant] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'Consultant' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of Client's Contract Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the 'Contract') and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](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 and or, all monies payable by the Consultant to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without 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 until 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 the advance or to extend the time for performance of the Contract by the Consultant nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. 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 Client 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

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Consultant and notwithstanding any security or other guarantee that the client may have in relation to the Consultant's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant /the Bank or any absorption, merger or amalgamation of the Consultant /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of consultant] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.

Tips to bidders

1. Enrollment process in the Tender site

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrollment”. Enrollment on the CPP Portal is free of charge.
- As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

2. Tender search

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organisation name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organisation name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Favorites’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. Preparation of bids

- Make folders with the name of the tender number so as to identify the folders easily during the bid document uploading.
- File and Folder name should not contain any special characters (&, #, etc.) or space in between.

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- Download the tender document, NIT, BOQ of the required tender in that folder.
- Scan the EMD fee instruments/ Tenderfee instruments for offline payments if any.
- In the case of offline payment, the details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
- Scan and keep ready Pre-qualification documents like life certificates, PAN etc if any
- Prepare the technical bid document and then convert into PDF
- Prepare the BOQ i.e. fill up required figures in the downloaded XLS document. The BOQ file with the same name has to be uploaded while uploading the financial bids. If there is any change in Name it may not get uploaded or give an error.
- Keep all the documents in the same folder for the easy bid document upload
- The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. It will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date. For any clarifications with the TIA, the bid no can be used as a reference.

4. Submission of bids

- Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- If a standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- Any document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid-openers public keys. Overall, the uploaded tender

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documents become readable only after the tender opening by the authorized bid openers.

- Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. Password maintenance

- The length of the password should be of 8 to 32 characters
- The password should be of any English lowercase and uppercase (a-z and A-Z) characters.
- The password must contain at least one number between 0-9.
- The password must contain at least one special character from these [! @ # \$ ^ * _ ~]
- Sample password is just like Admin123\$, India2000#, etc.

6. About DSC

- Digital Signature Certificates (DSC) is the digital equivalent (that is electronic format) of physical paper certificates.
- Like physical documents are signed manually, electronic documents, for example e-forms are required to be signed digitally using a Digital Signature Certificate. Transactions that are done using Internet if signed using a Digital Signature certificate becomes legally valid.
- Bidders have to procure Class2or 3 signing certificates only. Only Class 2 or 3 is valid for e-tendering purpose.
- The Certifying Authorities are authorized to issue a Digital Signature Certificate with a validity of one or two years. The maximum period for which the DSC is issued is only two years. On the expiry of the term, the Digital Signature Certificate can be revalidated by paying the fees again.
- Digital Signatures are legally admissible in a Court of Law, as provided under the provisions of IT.
- Digital Signature Certificate (DSC) is not required by Companies but by individuals. For example the Director or the Authorized signatory signing on behalf of the Company requires a DSC.
- Each user logs in to the tender site thro' the secured log in by giving the user id/ password allotted during registration & then by giving the password of the DSC. The DSC password will get locked if successively wrong password is given many times.

7. DSC providers for Private firms

A licensed Certifying Authority (CA) issues the digital signature. Certifying Authority (CA) means the authority that has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000.

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- The vendors like TCS (www.tcs-ca.tcs.co.in), Sify, MTNL, nCode (dsc@ncodesolutions.com), e-Mudhra (www.e-mudhra.com) are issuing DSC's for bidders.
- The time taken by Certifying Authorities to issue a DSC may vary from three to seven days.

8. Advantage of “My Space” on CPP Portal

- The bidder can upload Non Sensitive frequently asked documents prior at any point of time once he logs in to the application. These are not encrypted.
- The can be anything like PAN Certificate, VAT Certificate, Equipment Details, Manpower Details, Copies of Balance Sheet of last few years, Details of quantity of work executed etc.
- In some cases the TIA might have uploaded a format while in many cases it may just be a scanned copy of the original which needs to be uploaded.
- This will avoid repeated upload of common documents and also save space and time.

9. System requirements

- Windows XP with latest service pack
- Loaded IE 7.0 or above
- Loaded JRE 1.6 or above
- Antivirus Software with latest definition.
- Internet connectivity
- Scanner to scan the documents if required
- Printer and PDF Creator.

10. Assistance to Bidders

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

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