

DMICDC

Delhi-Mumbai Industrial Corridor Development Corporation

International Competitive Bidding (ICB)

**PROGRAMME MANAGEMENT CONSULTANT FOR
DEVELOPMENT OF EXHIBITION CUM
CONVENTION CENTER, DWARKA, NEW DELHI
UNDER DELHI MUMBAI INDUSTRIAL CORRIDOR
(DMIC) PROJECT**

REQUEST FOR QUALIFICATION

Cum

REQUEST FOR PROPOSAL

20th July, 2016

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

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Programme Management Consultant

NOTICE INVITING REQUEST FOR QUALIFICATION CUM REQUEST FOR PROPOSAL

DMICDC

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

REQUEST FOR QUALIFICATION CUM REQUEST FOR PROPOSAL FOR APPOINTMENT OF PROGRAMME MANAGEMENT CONSULTANT FOR DEVELOPMENT OF EXHIBITION CUM CONVENTION CENTER, DWARKA, NEW DELHI, UNDER DELHI MUMBAI INDUSTRIAL CORRIDOR PROJECT

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 1,504 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.

Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC) invites "Request for Qualification Cum Request for Proposal" (RFQ cum RFP) from interested bidders for Appointment of Programme Management Consultant for Development of Exhibition Cum Convention Center, Dwarka, New Delhi under Delhi Mumbai Industrial Corridor 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.

Interested applicants are requested to submit their responses to the RfQ cum RfP at the address mentioned below on or before 22nd August, 2016. The RFP submissions will necessarily have to be accompanied with a Bank Draft of USD 1700.00 only (USD Seventeen Hundred 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.

The submissions must be addressed to:

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
Email: contactus@dmicdc.com, tenders@dmicdc.com

Disclaimer

1. This RFQ cum 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.

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Section 1. Letter of Invitation

New Delhi

Date: 20th July, 2016

Introduction

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 1,504 km. The goals of the Delhi-Mumbai Industrial Corridor (DMIC) are to strengthen the Indian economy by creating state-of-the-art, world class infrastructure and facilities to stimulate a globally-competitive environment that activates local commerce, enhances foreign investments and promotes sustainable development. The overarching economic goals for DMIC are to double employment, triple industrial output and quadruple exports in five years. Further, Delhi Mumbai Industrial Corridor Development Corporation Limited, a special purpose company was incorporated to establish, promote and facilitate development of Delhi Mumbai Industrial Corridor Project.

Background of project

In the absence of world class exhibition and conference facilities, India has not benefited from the potential benefits of MICE Market and its share in the Global as well as ASIAN Market is very small. In order to capitalize on this vast market and to drive India's industry, commerce, trade and tourism, the Department of Industrial Policy & Promotion (DIPP) has taken the initiative to develop a state-of-the-art Exhibition-cum-Convention Centre at Delhi. Delhi Mumbai Industrial Corridor Development Corporation (DMICDC) is acting as the knowledge partner for development of world class Exhibition and Convention Centre (ECC) at Sector 25 in Dwarka, New Delhi.

Delhi-Mumbai Industrial Corridor Development Corporation Limited (DMICDC) (Client) invites proposals to undertake -

“Appointment of Programme Management Consultant for development of Exhibition Cum Convention Center, Dwarka, New Delhi under Delhi Mumbai Industrial Corridor Project.” (The Assignment).

The detailed scope of services is provided in the Terms of Reference.

1. Objectives

The main objective of this RFQ cum RFP is to appoint a consultant/consortium for “Appointment of Programme Management Consultant for development of Exhibition Cum Convention Center, Dwarka, New Delhi under Delhi Mumbai Industrial Corridor Project”.

The Consultant(s) will be selected under Combined Quality Cum Cost Based Selection (CQCCBS) and procedures described in this RFQ cum RFP.

2. The RFQ cum RFP includes the following documents:

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Consultants

SECTION 3: Pre-Qualification & Technical Proposal - Standard Forms

Appointment of Programme Management Consultant for development of Exhibition Cum Convention Center, Dwarka, New Delhi under Delhi Mumbai Industrial Corridor Project.

SECTION 4: Financial Proposal - Standard forms

SECTION 5: Terms of Reference

SECTION 6: Standard forms of Contract

All clarifications/ corrigenda will be published only on the DMICDC website. The official website for accessing the information related to this RFQ cum RFP is: www.dmicdc.com (the “Official Website”).

Note: From the “Home” page access the “Tenders” section to access all the uploaded documents related to this RFQ cum RFP.

Yours sincerely,

CEO & MD

DMICDC

Section 2. Instructions to Consultants

1. Introduction

- 2.1.1 The Client named in the data sheet will select a 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 DMICDC decisions are without any right of appeal whatsoever.
- 2.1.2 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 of contract signing with the selected Consultant. The Consultant shall carry out program management services for execution of this project and provide necessary assistance in accordance with the Terms of Reference of this RFQ cum RFP (the "TOR").
- 2.1.3 The Applicant shall submit the Proposal in the form and manner specified in this RFQ cum RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith. Upon selection, the Applicant shall be required to enter into a contract with the Client in the form specified in this RFQ cum RFP (the "Contract").
- 2.1.4 Applicants should familiarize themselves with local conditions and take them into account in preparing their Proposals.
- 2.1.5 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.
- 2.1.6 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.
- 2.1.7 Client requires that the Consultant provides professional, objective, and impartial advice and at all times hold Client's interests' paramount, avoid conflicts with other 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.
- 2.1.8 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:

- I. 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.
 - II. 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;
 - III. 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.
- 2.1.9 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.
- 2.1.10 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.
- 2.1.11 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.
- 2.1.12 Details related to timelines and submission of deliverables at each stage is given in the TOR.

- 2.1.13 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").
- 2.1.14 Brief Description of the Selection Process: The Client has adopted a three stage selection process (collectively the "Selection Process") for evaluating the Proposals comprising the Pre-Qualification, Technical and Financial Proposals to be submitted in three separate sealed envelopes. The Pre-Qualification Proposal shall be placed separately in a sealed envelope titled Request for Qualification (RFQ) along with the processing fee as prescribed in this RFQ cum RFP document. The Technical Proposal, Financial Proposal and Bid Security shall be placed in a sealed envelope titled Request for Proposal as prescribed in this RFQ cum RFP document. 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.
- 2.1.15 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.
- 2.1.16 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.
- 2.1.17 Right to reject any or all Proposals:
- I. 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.
 - II. Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:
 - c) at any time, a material misrepresentation is made or discovered, or
 - d) the Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
 - III. 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.
- 2.1.18 Acknowledgement by Applicant
- I. It shall be deemed that by submitting the Proposal, the Applicant has:

- 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.

- II. 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.

2.1.19 RFQ cum RFP Processing Fee: The RFQ cum RFP submissions shall be accompanied by a Bank Draft of USD 1700.00 only (USD Two Thousand Only) or INR 1,0,000.00 (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.

2.1.20 Project Office: Consultants are required to have their main project office in India along with a site office in National Capital Region. If they already have their office in NCR, there is no separate requirement of setting up of the project office.

2. Clarification and amendment of RFQ cum RFP documents

2.2.1 Consultants may seek clarification on this RFQ cum RFP document, within a week of the date of issue of this RFQ cum RFP document. 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.

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.

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.

3. Clarification and / or interpretation of reports

2.3.1 After submission of the deliverables by the Consultant, to the satisfaction of the Client, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, the Consultant shall, on receipt of written request from the Client, furnish such clarification to the satisfaction of client within five (5) working days without any extra charge.

4. Ownership of Document and Copyright

2.4.1 All the deliverables and study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Client in hard copies and editable soft copies in addition to the requirements for the reports and deliverables indicated in the Terms of Reference. 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 prior written permission of the Client. In the case of any deliverables by Consultant consisting of any Intellectual Property Rights (—IPR) rights of the Consultant, the Consultant shall provide the Client with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the consultancy, shall be and remain property of the Client.

5. Bid security

2.5.1 A bid security in the form of a Demand Draft/ Bank Guarantee, from a scheduled 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 Lakhs Only)** shall be required to be submitted by each Applicant ("Bid Security").

2.5.2 The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and attached with the envelope containing the Technical Proposal and Financial Proposal marked as "RFP – [name of assignment]" and "Not to be opened except in the presence of evaluation committee". Bids received without the specified Bid Security will be summarily rejected.

2.5.3 Client will not be liable to pay any interest on bid security deposits. Bid security of Pre-Qualified but 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:

- i. 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);

- ii. 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,
- iii. 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
- iv. If the Applicant commits any breach of terms of this RFQ cum RFP or is found to have made a false representation to DMICDC.

2.5.5 Performance Security equivalent to the amount indicated in this RFQ cum RFP shall be furnished before signing of the contract in form of a Bank Guarantee substantially in the form specified in the RFQ cum RFP / contract from a scheduled Bank in favour of 'Delhi Mumbai Industrial Corridor Development Corporation Limited'.

2.5.6 For the successful bidder the Performance Security shall be retained by DMICDC until the completion of the assignment by the Consultant and be released 180 (one hundred and eighty) days after the completion of the assignment.

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 1956/2013 or a body corporate incorporated under the applicable laws of its origin.

2.6.3 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.

2.6.4 An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- I. 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, 1956/2013. 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, 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

- II. a constituent of such Applicant is also a constituent of another Applicant; or
- III. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- IV. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- V. 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 other's information about, or to influence the Application of either or each of the other Applicant; or
- VI. 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
- VII. 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
- VIII. 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.

IX. 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.

2.6.5 Consultant and Affiliates Not to Engage in Certain Activities -The Consultant agrees, and shall procure that the Sub-consultants agree, that, during the term of the Contract and for a period of two (2) years after the termination or expiry of this Contract, the Consultant shall not and shall ensure that the Affiliates of any of the Members, its Sub-consultants and any Affiliates of the Sub-consultants, do not provide goods, works, services, loans, capital or equity (other than the Services and any continuation thereof) for any project or works resulting from or closely related to the Services; provided that the foregoing restriction shall not be applicable to any programme management/consultancy/advisory services provided to the Client in continuation of the Services hereunder or to any subsequent programme management/consultancy/advisory services provided to the Client in accordance with the rules, guidelines, policies of the Client. Further, the Consultant shall during the course of performance of the Services and for a period of two (2) years after the expiry or termination of this Contract, ensure that there is no conflict of interest with that of the Project or the Client and to this end not enter into any arrangements (formal or informal) or undertake activities such that its interests conflict with any of its obligations under the Contract or are prejudicial to the interests of the Project or of the Client. Further the Consultant shall not and shall ensure that the Sub-consultants, the Affiliates of the foregoing and Personnel will not use improperly, for purposes of competition or gain, or pass on to others, any information or document, provided by the Client or any other persons involved in the Project.

For the purposes of this **Clause 2.6.5**, an 'Affiliate' shall also include a partner in the firm of the Consultant/Sub-Consultant, as the case may be, or a person who holds more than five per cent (5%) of the subscribed and paid up share capital of the Consultant/Sub-consultant, as the case may be, and any Affiliate thereof.

2.6.6 Prohibition of Conflicting Activities - The Consultant shall not and shall ensure that the Sub-consultants and the Personnel do not engage, either directly or indirectly, for a period of two (2) years after the termination or expiry of this Contract, in any business or professional activities which would conflict with the activities assigned to it under the Contract. Without prejudice to the generality of the foregoing, certain illustrations of activities that would be in conflict with the services assigned to the Consultant under this Contract include the Consultant, any Sub-Consultant or Affiliate would include:

- a) providing bid advisory services to any contractors or consultants bidding in respect of any works or services related to the Project; or
- b) being engaged by any contractor for the Project for detailed planning, supervisory services, engineering support or any other services.

2.6.7 The Consultant shall, and shall ensure that the Sub-consultant and Affiliate of the foregoing and Personnel, observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice or act or omit to act in a manner prejudicial to the interests of the Client or the Project during the Selection Process or while performing its obligations (collectively, "**Prohibited**

Practices”). Notwithstanding anything to the contrary contained in this Contract, the Client shall be entitled to terminate the Contract forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant or the Sub-consultants or Affiliates of the foregoing or Personnel, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Contract (including in course of performance under or pursuant to this Contract). In such an event, the Client shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Client towards, inter alia, time, cost and effort of the Client, without prejudice to the Client’s any other rights or remedy hereunder or in law.

- 2.6.8 Without prejudice to the rights of the Client under **Clause 2.6.7** above and the other rights and remedies which the Client may have under this Contract or at law, if the Consultant or any Sub-consultants or Affiliates of the foregoing are found by the Client to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Contract, the Client shall be entitled to blacklist the Consultant and the Consultant shall not be eligible to participate in any tender (including but not limited to any request for proposal) issued during a period of 2 (two) years from the date the Consultant/any Sub-consultants or Affiliate is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 2.6.9 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.
- 2.6.10 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.
- 2.6.11 In case the Applicant is a Consortium, it shall, comply with the following additional requirements:
- I. Number of members in a consortium shall not exceed 3 (three);
 - II. Subject to the provisions of sub-clause (1) above, the Application should contain the information required for each member of the Consortium;
 - III. 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;
 - IV. The Application should include a brief description of the roles and responsibilities of individual members;
 - V. 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;

- VI. 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).
- VII. 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;
 - 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.

2.6.12 Submission of Progress Reports: The Consultant shall submit a monthly progress report sheets in agreed formats to the Client. The monthly progress report must include as a minimum (a) general description of the work performed in the preceding month (b) deliverables, budget and schedule updates and as compared to the plan (c) work plan for the next month and quarter (d) key issues and challenges facing the Programme with action items (who, when, what) listed and (e) issues that need Client attention and action. The progress report will be submitted monthly, as noted in the special conditions as a milestone for each month.

2.6.13 Programme Management Office (PMO):

The consultant will set up a Programme Management Office (PMO) for the core PMO team and additional team members, in New Delhi and/or National Capital Region. The program managers will responsible to setting up of furnished office space and all the necessary supplies, systems and equipment including IT infrastructure, desk top computers, printers, and servers to make it a functional PMO. If the consultant has already a functional office in Delhi/NCR, the same can be used as the PMO.

It is clarified that the cost of setting up of the PMO shall have to be borne by the consultant and the client will not be responsible for any cost relating thereto.

7. Preparation of proposal

2.7.1 Applicants shall submit the technical proposal (the "**Technical Proposal**") as per the formats prescribed in the RFP. Applicants are requested to submit their proposal in English Language. Any supporting documents submitted by the Applicant with its proposal or subsequently, in response to any query/clarification from DMICDC shall be in English and in case any of these documents is in another language, then it must be accompanied by an accurate translation of all the relevant passages in

English, in which case, for all purposes of interpretation of the proposal, the translation in English shall prevail.

2.7.2 In preparing their Proposal, Applicants are expected to thoroughly examine the RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal. While preparing the Technical Proposal, Applicants must take note and emphasize the following attributes which will be considered by DMICDC in the technical evaluation:

2.7.3 Pre- Qualification Proposal

I. The Pre-Qualification Proposal should provide the following information using the attached standard forms.

a) Details of Eligible Projects i.e. similar world class exhibition centre/public access facilities and CBD type urban developments, where the Consultant has experience or more as per the Standard Forms so as to meet the Minimum Qualification Criteria prescribed in this RfQ – cum – RfP document.

b) Average Annual Turnover for the last three financial years as per the format provided in this RfQ- cum – RfP document;

2.7.4 Technical Proposal

I. Applicants shall submit the technical proposal (the “Technical Proposal”) as per the formats prescribed in this RfQ – cum – RfP document.

II. While preparing the Technical Proposal, Applicants must take note and emphasize the following attributes which will be considered by Client in the technical evaluation:

a) All core staff proposed must be the permanent full time employees of the firm.

b) Consultant to ensure that the key staff should exclusively be deployed for the project.

c) The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.

d) Experience in programme management of world class exhibition centre cum conference centres and public access facilities especially those delivered via PPP arrangements.

e) Experience in producing detailed master plans for CBD type developments consisting of retail, commercial office, hospitality and entertainment/lifestyle space including supporting site wide infrastructure.

f) Experience of programme management of infrastructure projects including roads, water, sewerage, public transport (metro / rail), power / energy, and drainage. Experience in multi – sector projects will be given due consideration;

g) If requested consultants should be in a position to provide certification from the client 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;

- h) Substantial workforce doing buildings and infrastructure work in India, Understanding of local issues, state and central government organizations, decisions processes and approval requirements
- i) Key Professionals must be qualified and experienced by virtue of international and national experience, as required in Clause 22- Minimum criteria for key professionals. No Key Professional shall be proposed if the CV does not meet the requirements listed in the RFP. 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.
- j) No alternative proposal to any Key Professional shall be made and only one CV for each position shall be furnished.
- k) 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.
- l) No Key Professional should have attained the age of 70 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.
- m) The Client reserves the right to ask for proof of age, experience and qualification (degrees, certifications) at any stage of the bid and project execution. Non-compliance will result in disqualification of the bid or termination of contract.
- n) All Key Professional members should possess good communications and working knowledge of English language
- o) The key personnel shall remain available for the period as indicated in the RfQ – cum - RfP.
- p) The Applicant should form a Joint Venture/ Consortium with his Holding/Subsidiary/Associate in case he wants to submit the proposal using the experience/ strength of his Holding/Subsidiary/Associate.**
- q) 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.
- r) The RfQ proposal and Technical Proposal must not include any financial information.

2.7.5 Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, DMICDC will be entitled to reject the Proposal.

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 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:

- I. by the partner holding the Power of Attorney in case of a partnership firm /limited liability partnership (A certified copy of the Power of Attorney shall accompany the Proposal)
- II. by the proprietor in case of a proprietary firm;
- III. by a duly authorized person holding the Power of Attorney or by a Board Resolution in case of a Limited Company or a corporation (A certified copy of the Power of Attorney / Board Resolution shall accompany the proposal);
- IV. by the authorised representative of the Member in Charge in case of JV/consortium (a certified copy of Board Resolution/Power of Attorney indicating the representative shall accompany the Proposal).

2.7.8 In the case of a JV, the Proposal shall be accompanied by a certified copy of legally binding Joint Bidding Agreement, in the format provided this RfQ - cum - RfP signed by all firms/entities confirming the following therein:

- I. Date and place of signing
- II. Purpose of JV (must include the details of the Services hereunder for which the JV has been invited to bid)
- III. A clear and definite description of the proposed administrative arrangements (organisation chart) for the management and execution of the assignment
- IV. Delineation of duties/ responsibilities and scope of work to be undertaken by each member along with resources committed by each member of the JV for the proposed services
- V. An undertaking that the members of the JV are jointly and severally liable to the Client for the performance of the services and the authorized representative of the JV (as approved by a Board resolution of Member-in-Charge / Lead Member).

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 several liabilities of the Members.

2.7.9 The maximum number of members in a JV / Consortium shall be three (3) only.

2.7.10 In case of a JV or Consortium, one of the members shall be designated as the **Lead Member (the "Lead Member" or "Member in Charge")**. The duties, responsibilities and powers of such Lead Member shall be specifically included in the Joint Bidding Agreement and the members of the JV shall also execute and submit a power of attorney in favour of the Lead Member in the format provided in this RfQ - cum - RfP. It is expected that the Lead Member would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the JV / Consortium.

2.7.11 An Applicant shall submit its Proposal either individually or as a JV / Consortium. However, it may as part of its Proposal specify specialty sub-consultants provided however that the compensation for the sub consultant(s) shall not exceed 20% of the Work Order Value (as defined in the Standard Form of Contract of this RfQ- cum-RfP) at any time. Sub-consultant(s) envisaged to deliver the scope of work for year 1 must be listed in the Proposal with their role(s) and responsibility clearly noted in the organization chart. Experience of sub-consultant will not be considered while evaluating the bid.

2.7.12 The Technical Proposal should provide the following information using the attached Standard Forms:

- I. Standard Technical Proposal submission forms and other documents listed and as applicable;
- II. Applicant's experience on assignments; 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.
- III. The comments and suggestions provided by the Applicant on the RfQ – cum - RfP / Contract/ TOR are not binding and shall not affect the financial proposal.
- IV. Description of the Approach, Methodology, Work Plan and Organisation Staffing for performing the Assignment;
- V. Key Professional team composition and key attributes per requirements
- VI. The CV shall as per the prescribed format and shall be maximum of 4 single sided pages (2 sheets double sided) for each Key Professional. In addition, a one-page executive summary shall be provided. In the event any averment made in the CV of a proposed staff is incorrect, such person shall be liable to be debarred for any future assignment of Client for a period of three (3) years. The award of the consultancy to the Applicant may also be liable to cancellation in such an event;
- VII. For sake of bidding uniformity and transparency, the Consultant must use the minimum specified personnel classifications / categories and durations for Key Professional as prescribed in the RFP and additional personnel in the prescribed format. The actual staffing may vary depending on the scope of work for each year. The Client reserves the right to change or modify the Key and additional personnel at any time;
- VIII. Failure to comply with or provide the above listed items in the Technical Proposal may result in disqualification.

2.7.13 Financial proposal:

While preparing the financial proposal (the "**Financial Proposal**"), Applicants are expected to take into account the various requirements and conditions stipulated in RfQ - cum - RfP document. Except service tax on the services to be provided by the Consultant to the Client, which shall be payable by the Client, the Financial Proposal shall be inclusive of all the costs including taxes associated with the assignment. It is clarified that, for the purposes of evaluation, the 3-year Financial Proposal should be prepared in INR, using the rates for 2016 which would thereafter be regarded as per the standard schedule of rates. Escalations will be applicable in future in accordance with the procedure prescribed in this RfQ – cum RfP document. In submitting the Financial Proposal, the Consultant shall adhere to the following requirements:

- I. Submit a sealed financial proposal as per the standard financial submission forms

- II. Prepare a standard schedule of monthly rates in INR only as per the financial submission forms. Future adjustments to the rates will be allowed in accordance with the index described in this RfQ – cum - RfP.
- III. Prepare the standard schedule of rates for the Key Professionals and the additional personnel
- IV. For bidding and transparency purposes, the Consultant must use the staffing specified in this RFQ- RFP and the Consultants corresponding standard schedule of monthly rates to prepare a fee estimate for the 3-year duration
- V. Prepare a summary of the Financial Proposal -
Indexation of remuneration will be done annually reckoned from the effective date of execution of the contract. The annual indexation will be based on Consumer Price Index published by Reserve Bank of India for Delhi and released by Labour Ministry and published on the website of the Ministry. (www.rbi.org.in).
- VI. The following formula will be used for the purpose of indexation:

$$\text{Applicable rate for Year } n = \text{Base Rate } (n-1) \times (\text{Consumer Price Index } (n) / \text{Consumer Price Index } (n-1))$$

- VII. For the sake of clarity, it is again clarified that the same rates are to be quoted for Years 1 through 3 and escalation will be taken into consideration in accordance with the provisions of the Contract.
- VIII. For the avoidance of doubt, it is clarified that:
 - i. All expenses, taxes (excluding service tax payable in respect of the services to be provided by the Consultant to the Client) shall be deemed to be included in the total staff fees.
 - ii. All payments to the Consultant shall be subjected to deduction of taxes at source as per applicable laws.
- IX. In case of any discrepancy between the amount quoted in figures and words in, the amount quoted in words will be considered for evaluation purposes.

2.7.14 The Consultants may be subjected to local and other taxes (such as: social charges or income taxes on non - resident foreign personnel, duties, fees, levies etc.) on amounts payable by the Client under the Contract. Consultants are responsible for all taxes as of the date [three (3) days prior to the PDD] and such amounts shall be deemed to have included in the staff fees and expenses quoted in the Financial Proposal. Only service tax payable in respect of services to be provided by the Consultant to the Client over and above the staff total fee shall be paid to the Consultant by Client. If the Consultants staff fee [or reimbursable expenses] is impacted (increase or decrease) due to change in law with respect to taxes after the date which is [three (3) days prior to the PDD], such changes may be allowed to be incorporated but only after mutual agreement in accordance with the provisions of the General Conditions of Contract (GCC) provided in this RfQ - cum – RfP document. For the avoidance of doubt, for the purposes of this provision, only taxes payable in respect of the performance of the Services by the Consultant would be taken into account and any taxes, imposts or levies, payable on income or profession by the Consultant, its Sub-consultants or personnel of the foregoing or for which any of them is obliged to account shall be excluded.

- 2.7.15 The Proposals must remain valid for a period as specified in the **Clause 2.5.6**. During this period, the Applicant is expected to keep available the Key Professional proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the Proposals, it may ask the Applicants to extend the validity of their Proposals for a stated period. The Consultant must identify in the Proposal, the names of the Key Professional members who may be at risk of losing if the validity period is extended by up to 3 months. Consultants, who do not agree with the extension of the validity period, have the right not to extend the validity of their Proposals. The Client will return the bid security deposits of the Applicants who do not extend the period of validity of their Proposals and wish to withdraw.
- 2.7.16 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by Client prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of this RfQ – cum - RfP, with the envelopes being additionally marked “**MODIFICATION**”, “**SUBSTITUTION**” or “**WITHDRAWAL**”, as appropriate.
- 2.7.17 Any alteration/modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by Client, shall be disregarded.
- 2.7.18 The rates and amounts 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.

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 An Authorized Representative of the Applicant should initial all pages of the Pre-Qualification, Technical and Financial Proposals. The Authorized Representative’s authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.
- 2.8.3 The Applicant shall submit two (2) copies of Pre-Qualification Proposal (one original and one copy), two (2) copies of Technical Proposal (one original and one copy) and one copy of Financial Proposal. One soft copy in a PDF format of both Pre-Qualification and Technical Proposals shall also be submitted by the Applicant. The Pre-Qualification, Technical and Financial Proposals must necessarily be ‘Hard Bound’ separately and all pages serially numbered. ‘Hard Bound’ implies such binding between two covers through stitching whereby it may not be possible to replace any paper without disturbing the document. In case of any discrepancy between the original and the copy (including soft copy) of the technical proposal, the contents as per original will only be considered.
- 2.8.4 The Pre-Qualification Proposal with Processing Fee shall be placed in a sealed envelope clearly marked “**RFQ– [Name of Assignment]**,” The Bid Security, and the Technical Proposal placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL– [Name of Assignment]**,” and the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL – [Name of Assignment]**” shall be placed in a sealed envelope clearly marked “**RFP – [Name of Assignment]**,”. All

envelopes shall be placed into an outer sealed envelope bearing the submission address, name of assignment and marked “**DO NOT OPEN EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**”

9. **Proposal submissions:**

Envelope	Content	Forms
Outer Envelope	<u>Request for Qualification (RFQ)</u> and <u>Request for Proposal (RFP)</u>	NA
<u>RFQ Envelope</u>	<u>Processing Fee (Separately sealed envelope)</u> and <u>Pre-Qualification Proposal (Separately sealed envelope)</u>	Form 3A Form 3B Form 3C Form 3D Form 3E Form 3F Form 3G
<u>RFP Envelope</u>	Bid Security (<u>Separately sealed envelope</u>)	Form 3H
	Technical Proposal (Separately sealed envelope)	Form 3I Form 3J Form 3K Form 3L Form 3M Form 3N Form 3O Form 3P
	Financial proposal (Separately sealed envelope)	Form: 4A, 4B-1, 4B-2 (a), 4B-2(b), 4B-2(c), 4B-2(d), 4C, 4D

10. **Submission address:**

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

The information on the outer envelope should also include name of the Assignment.

- 2.10.1 Any Proposal received after the closing time for submission of Proposals will be returned unopened.
- 2.10.2 After the deadline for submission of proposals the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Applicants meet the prescribed Minimum Qualification Criteria. The RFP Envelope containing the Bid Security, Technical and Financial Proposals shall remain sealed.
- 2.10.3 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.

11. Proposal evaluation

- 2.11.1 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 (the "Shortlisted Applicants"), shall be checked for responsiveness in accordance with the requirements of the RFQ cum RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ cum RFP document.

General

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

- I. The Pre-Qualification Proposal is received in the form specified in this RFQ cum RFP;
- II. it is received by the Proposal Due Date including any extension thereof in terms hereof;
- III. it is accompanied by the Processing Fee as specified in this RFQ cum RFP;
- IV. it is accompanied by Joint Bidding Agreement, the Power of Attorney, for the Authorised Representative and the Lead Firm of the Consortium, if applicable;
- V. it is signed, sealed, bound together in hard cover and marked as stipulated in this RFQ cum RFP;
- VI. it does not contain any condition or qualification; and
- VII. it is not non-responsive in terms hereof.

RFP Stage

Technical Proposal

- I. the Technical Proposal is received in the form specified in this RFQ cum RFP;
- II. it is accompanied by the Bid Security as specified in this RFQ cum RFP;
- III. it is received by the Proposal Due Date including any extension thereof in terms hereof;

- IV. it is signed, sealed, bound together in hard cover and marked as stipulated in this RFQ cum RFP;
- V. it does not contain any condition or qualification; and
- VI. It is not non-responsive in terms hereof.

Financial Proposal:

- I. The Financial Proposal is received in the form specified in this RFQ cum RFP
- II. it is received by the Proposal Due Date including any extension thereof in terms hereof;
- III. it is signed, sealed, bound together in hard cover and marked as stipulated in this RFQ cum RFP;
- IV. it does not contain any condition or qualification; and
- V. It is not non-responsive in terms hereof.
- VI. 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.

2.11.2 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.

2.11.3 Minimum Qualification Criteria

S.No.	Minimum Qualification Criteria	Minimum number of projects
A	Experience of Programme Management/ project management during last 10 years, in *Mixed use urban development projects including world class public access facilities (e.g. Exhibition cum convention center, hotels, retail space, commercial office space, hospitality, and entertainment and lifestyle opportunities etc.), Each project should have a built up area of at least 3,00,000 sq.m.	2
B	Experience of delivering master planning services during last 10 years on mixed use urban development projects where the site area must exceed 50 Hectares or the total built up area of the master plan must exceed 5,00,000 sqm.	2

S.No.	Minimum Qualification Criteria	Minimum number of projects
C	<p>Average annual turnover of the last three years i.e. 2013-14, 2014-15 and 2015-16</p> <p>Individual applicant- INR 100 crores</p> <p>Joint Venture / Consortium</p> <ul style="list-style-type: none"> • Lead Member- INR 75 crores • All members of JV / Consortium (combined) – INR 100 crores 	

Mixed use urban development projects would comprise of area development project having at least three components like Exhibition cum convention center, hotels, retail space, commercial, office space, hospitality, entertainment and lifestyle opportunities, etc.

Projects 'A', and 'B' shall be collectively referred to as "Eligible Projects". For Eligible Projects, on-going projects completed to 80% can be considered (the documentary proof of having completed 80% of the project have to be furnished at the request of the Client).

2.11.4 Evaluation of Technical Proposals

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

Clause	Evaluation Criteria	Points
(A)	<p>Specific experience of the consultant/firm related to this assignment</p> <p>The firm should have undertaken / completed similar project of Programme Management, Master Planning for various component of the projects such as: -</p> <ul style="list-style-type: none"> a) Experience of Programme Management in ECC/ mixed use development projects urban development projects (e.g. new town/city, industrial park, SEZ, integrated townships), trunk infrastructure in any sectors such as roads, water, sewerage & drainage, public transport (metro/rail), power/energy, airports, (projects encompassing multiple sectors will be counted as one project) b) Experience of delivering master planning services on mixed use urban development projects <p>The emphasis will be on relevance of the projects to</p>	25

	the assignment, size and nature of the projects i.e. of comparable size, complexity, location of the projects and technical specialty.	
(B)	Adequacy of the proposed work plan and methodology in response to the TOR followed by presentation (if desired by evaluation committee) - Technical approach and methodology - Work plan - Organization and Staffing	25
(C)	Qualification, Experience and Competence of the core PMO Team	50

** A presentation may be required by the Client

2.11.5 For evaluation of the technical proposal, detailed evaluation criteria will be prepared by the evaluation committee.

2.11.6 The minimum technical score required to qualify is: **70 Points out of 100.**

2.11.7 A proposal will be considered unsuitable and shall 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 shall notify consultants who fail to score the minimum technical score about the same and return their Financial Proposals unopened after completing the selection process.

Opening and Evaluation of Financial Proposals

2.11.8 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.

2.11.9 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.

2.11.10 The evaluation committee will review the Financial Proposals to ensure that the Applicant has complied with all the requirements set forth in this RfQ – cum – RfP document. Client reserves the right to disqualify any bidder who, in Clients' opinion, has manipulated the rates, durations or any other item to influence the bid.

2.11.11 The cost in the Financial Proposal shall reflect the total cost (other than service tax) for services to be provided by Key Professional and additional personnel. For the avoidance of doubt, it is hereby clarified that the evaluation of Financial Proposals shall be on the basis of the (total staff fees) for a period of three (3) years. Omissions, if any, in costing of any item shall not entitle the selected 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 consultant.

2.11.12 The evaluation committee will determine whether the Financial Proposals are complete, unqualified and unconditional. For the avoidance of doubt, it is clarified that in no event shall the Consultant be entitled to reimbursement of sum(s) greater than the sum quoted (subject to adjustment of such sums in accordance with the terms of

the standard form of contract). All other costs and expenses (including without limitation any expenses attributable to travelling, setting up of PMO, hotel stay, per diem, local conveyance, software license and web hosting costs, insurance, maintenance, accommodation for personnel, home leave trips, any sums attributable to paid leave, vehicle leasing, laptops, cell phones) shall be deemed to have been taken into consideration by the Applicant and the Consultant shall not under any circumstances be entitled to any additional sums on this account.

- 2.11.13 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 price, and F is the price of the proposal (in INR) under consideration]

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1). **The weights given to the Technical and Financial proposals are will be T= 0.80, and F= 0.20:** $S=St \times T\% + Sf \times P\%$. The Applicant achieving the highest combined technical and financial score will be invited for negotiations.

- 2.11.14 The Client intends to complete the post bid opening review within one month after the bid opening date. After completing the financial review and evaluation Client will notify the bidders of the final decision and total scores and invite the Applicant with the highest score ("**Selected Applicant**") for negotiations.

12. Negotiations

- 2.12.1 Negotiations will be held at the bid submission address as mentioned in clause 9.6 of this document. The aim is to reach agreement on all points and sign a contract.
- 2.12.2 Negotiations will include a discussion on the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and Consultant will then work out agreed final Terms of Reference, staffing and work plan indicating activities, key and other support staff, time duration, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to identify key milestones and deliverables and to clearly define the inputs required from the Client to ensure satisfactory implementation of the assignment
- 2.12.3 The financial negotiations will include a clarification of the scope of work and person-months required and the impact of tax law changes (if any) in the Client's country and how to incorporate the future tax changes in final contract/negotiations. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff, staff substitutions nor other proposed unit rates.
- 2.12.4 Having selected the Consultants, among other things, on the basis of an evaluation of proposed core PMO staff, the Client expects to negotiate, within the proposal validity period, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurances that the staff will be actually available.
- 2.12.5 Since this is a long term contract some staff turnover in the core team is normal. The consultant will fill a vacancy with equally qualified and experienced staff immediately. In cases when a critical vacancy cannot be filled immediately, due to conditions beyond the consultants control, the consultant will be allowed to fill the critical vacancy for temporary periods up to 6 months but only with DMICDC's approval and

assessment that the replacement personnel is of equivalent qualifications. The remuneration payable for such temporary personnel shall not exceed 90% of the remuneration which would have been payable for the personnel replaced, for the remaining period. For avoidance of doubt, the Client will not consider any staff turnover as the basis for any project delays – the Consultant is expected to meet every deliverable due dates, and the project completion milestones as approved by the Client

- 2.12.6 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations, the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm that received the second highest score to contract negotiations.

13. Award of contract

- 2.13.1 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.
- 2.13.2 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 substantially in the form specified at Annexure of the contract. For the successful bidder the Performance Security will be retained by DMICDC until the completion of the assignment by the Consultant and be released 180 (One hundred and eighty days) days after the completion of the assignment.
- 2.13.3 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.
- 2.13.4 After execution of the Contract with the Selected Applicant, the Client will notify the other Applicants and return the Bid Security of such Applicants.
- 2.13.5 **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. The Consultant is expected to commence the Services on the date not later than the sixteenth (16th) day from signing of the Contract or such earlier date as may be decided with mutual consent of both the parties (i.e. Client and Consultant).

14. **Confidentiality**

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.

15. **Proprietary Data**

Subject to the provisions of the above clause, 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 shall 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.

16. **Disputes**

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.

17. **Fraud and corrupt practices**

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, 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.

2.17.1 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.

2.17.2 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

2.17.3 "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;

- 2.17.4 “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- 2.17.5 “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;
- 2.17.6 “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
- 2.17.7 “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.

18. **Pre-Bid Meeting**

- 2.18.1 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.
- 2.18.2 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 provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

19. **Miscellaneous**

- 2.19.1 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.
- 2.19.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a) 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;
 - b) consult with any Applicant in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
 - d) 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.
- 2.19.3 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.

- 2.19.4 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.
- 2.19.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

20. Tentative Schedule for Selection Process

DMICDC shall endeavour to adhere to the following schedule:

Event Description	Date
Last date for receiving queries/requests for clarifications	1st August, 2016
Pre-bid meeting	4th August, 2016
DMICDC's response to queries/requests for clarifications	8th August, 2016
Proposal Due Date	22nd August, 2016

21. DATA SHEET

INFORMATION TO CONSULTANTS

Reference	Description
Section 1, Point 1	Objective and description of the assignment: The main objective of this assignment is “Appointment of Programme Management Consultant for development of Exhibition Cum Convention Center, Dwarka, New Delhi under Delhi Mumbai Industrial Corridor Project” The detailed descriptions of services are mentioned in the Terms of Reference.
Section 1, Point 1	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”.
2.1.13	The proposal of the consultant shall be valid for 180 (one hundred and eighty) days from the Proposal Due Date.
	Clarification must be requested on or before 1 st August, 2016 . 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: 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.
2.2.3	Date & Time of pre bid meeting – 4th August, 2016 at 11.00 am , at the DMICDC Office - Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50-B Chanakyapuri, New Delhi – 110021.
	The last date of submission of Proposal is 22nd August, 2016 before 5:00 pm (IST). The address for submission of Proposal is, CEO and Managing Director, Delhi Mumbai Industrial Corridor Development Corporation Limited, Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50B Chanakyapuri, New Delhi – 110021, India.
2.8.3	Consultants must submit: <ul style="list-style-type: none"> • Pre-Qualification Proposal: Two copies (one original + one copy) and one soft copy (PDF Format) • Technical proposal: Two copies (one original + one copy) and one soft copy (PDF Format). Financial proposal: One Original hard copy.
2.11.13	The weights given to technical and financial proposals are: <ul style="list-style-type: none"> • Technical = 0.8 • Financial = 0.2 The Applicant shall state all cost in Indian Rupees only.
Section 5, 5.2.4	Duration of project: One Year + yearly extensions for two (2) more years. Extension can be made for a further period of two years as per the mutual agreement between the Consultant and the Client.

22. Minimum required experience and expertise of proposed key personnel

2.22.1 List of minimum key personal

Sl.	Position	Qualification and Experience	Job Description
1	Programme Director / full time for 3 years	<p>Master's degree in Engineering/Construction or Urban Planning/ Architecture with an active professional background. It is preferred Registration as Construction Professional/Engineer/Architect with a recognized international board or institute and a Project Management Professional or similar certification from a recognized international body or institution.</p> <p>Minimum of 25 years progressively senior experience in all facets of facilities infrastructure projects including planning, design, construction and programme management.</p> <p>Minimum 10 years with at least two programs in leadership capacity with accountability and responsibility for performance including quality, budget, schedule, client and stakeholder management. Experience in delivery of urban mixed use development and world class public access facilities</p>	<ul style="list-style-type: none"> Responsible for ensuring programme objectives are met Ensure appropriate staffing to deliver projects Provides strategic direction and select approaches Responsible for development of the Governance and Organisation including but not limited to overall programme management, strategy development, project interface management, plans, controls and performance. Responsible for the accuracy of monthly Program Status Reports Single point of contact for all internal & external stakeholders Ensures DMICDC gets maximum benefit for investment Externally focused, implements stakeholder management plan
2	Deputy Programme Director and Design Coordination Manager for full term of 3 years	<p>Graduate degree in Engineering, preferably Masters.</p> <p>Minimum 20 years of progressively senior engineering experience in the implementation of large infrastructure projects.</p> <p>15 years in mega infrastructure projects i.e. real estate, urban development including planning, design, construction and programme management, water, road, rail and industrial</p>	<ul style="list-style-type: none"> Supports the Program Director with a focus on implementation and operations Develop and maintain the PIP responsible for managing all design projects ensure that design bidders perform their duties and services in accordance with signed contracts and report variances responsible for Construction management and supervision of the project
3	Programme	Masters in Engineering or	<ul style="list-style-type: none"> In conjunction with Project

	<p>Controls Manager & Programme Cost Manager / full time for 3 years</p>	<p>Construction Management and active Registration as a Project Management Professional or similar certification from a recognized international body or institution. Advanced training in multiple project management software e.g. Primavera, pert master, claim digger, oracle etc. is preferred</p> <p>Minimum 15 years of progressively senior project controls experience Last 5 years in a senior programme or project controls role Experience with web based controls tools Good experience in scheduling/ trend analysis and using leading PM tools like MS Project, Primavera, PCM, Excel, Database Reporting etc.</p>	<p>Director, spearheads project implementation</p> <ul style="list-style-type: none"> • Setting up the Program Control System, integrate costs and schedules, Track budgets and timelines, assess project status and issue Monthly Reports • Prepare work orders • works with the procurement / contracts / finance teams to assess progress and provides reports • Supports stakeholder management efforts • Oversees estimating and coordinates with the scheduler • Oversees risk management and change management • monitors change orders, claims and cost estimates • Oversees document control
4	<p>Programme Procurement/ Contracts Manager / full time for 3 years</p>	<p>Graduate in Engineering/Quantity Surveying or related field with advanced degree, diploma or training in contracts and procurement administration</p> <p>Minimum 15 years of progressively responsible positions in procurement and contract / commercial management. Last 5 years in a senior business / commercial / procurement role on large scale mixed use urban development programmes. Experience of supply chain management and PPP procurement essential.</p>	<ul style="list-style-type: none"> • Develops procurement and contracting strategy & Plan for each element of the programme. • Develop strategic sourcing solutions and value buying to increase procurement synergies between the different projects within the Programme • Develop global supply chain analysis and Programme Supply Chain Management Plan • Forecast the direct impact on supply chain locally and internationally for key construction materials and components • work with schedule and recommend phasing, sequential roll-out or other mitigation tools in a manner to optimise supply chain response. • Develop the appropriate mix of contract packages for each type of contract/ project/ facility

			<ul style="list-style-type: none"> Evaluate contract packaging against the capacity and capabilities of the potential contractors available in the supply chain
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- The Client reserves the right to seek the details regarding the proof of age, qualification, certifications, registrations and experience of the key personnel.*
- Age limit for key professionals mentioned above to be deployed on project should not be more than 70 years on the date of bid submission.*

II. Qualification and competence of the core PMO Team

The total number of marks allocated for qualification and competence of the proposed core PMO team is 50 marks, distributed as detailed below:

S. No.	Position	MARKS
1.	Programme Director	18
2.	Deputy programme Director	12
3.	Programme Control Manager	10
4.	Programme Contracts Manager	10
Total Marks		50

2.22.2 Evaluation criteria for Key personnel/ staff

PARAMETERS	MARKS
General Qualifications- Total Marks of 25%	
A1. Education	10%
A2. Professional experience	10%
A3. Professional registrations/certifications	5%
Adequacy for the Assignment: Project related - Total Marks of 65%	
B1. Experience in similar capacity	25%
B2. Experience relevant to TOR	25%
B3. Understanding of Client and project needs	15%
Familiarity with Local Region (India) - Total Marks of 10%	
C1. Experience in managing infrastructure related works	6%
C2. Knowledge of local language and culture	4%
TOTAL MARKS	100%

2.22.3 Additional Personnel

In addition to the 4-member Key Professional, Client recognises that additional personnel will be needed to deliver the programme. An indicative listing of disciplines/functional role that comprise the “additional personnel” is listed in this document. It is likely that all the additional personnel against 26 functional roles/ discipline may not be required for the entire duration of the assignment. However, for the sake of uniformity in the Proposals, the Client has estimated 8 person months per year for each of the functional role for a total of 168 person months per year. The bidder must use the level of proposed staffing and the Consultants ‘corresponding rates from Form 4B-2(a) and Form 4B-2(b) to develop the staff fee estimate in Form 4C. However, other than in the case of initial year, a fresh assessment of the requirement of the Additional Personnel shall be made by the Client at the time of finalisation of annual work orders in consultation with the Consultant. Payment to the consultant shall take into consideration the actual deployment of the Additional Personnel and shall be in accordance with the provisions of the Standard Form of Contract of this RFQ- cum - RFP.

As the programme evolves, some positions may be changed / replaced with new positions. All changes to the Additional Personnel will be decided by the Client in consultation with the Consultant and be part of future work orders/ supplementary work orders, in accordance with the provisions of GCC.

All professionals must have at least a graduate degree in the relevant field from an accredited university and relevant experience in each one of the functional area.

The Client reserves the right, during bid evaluation or anytime during execution, to check documentary evidence on the use of expatriates. Failure to comply with this requirement will result in disqualification of the bid or termination of contract.

1. PPP and Financial Specialist
2. Exhibition cum Conference Centre Operations Specialist
3. Arena Operations specialist
4. Urban Design and I Planning
5. Landscape Architecture
6. Cost Management (Quantity Surveyor)
7. Contracts Management
8. Health and Safety
9. Programme/Projects Planning/scheduling
10. Project design management
11. Risk Assessment
12. Structural Engineering
13. Heating Ventilation and Air Conditioning (HVAC) Engineering
14. Electrical Engineering/ Mechanical Engineering
15. Civil Engineering
16. Construction Management
17. Resident Engineer (Construction)
18. Transportation Planning
19. Environmental expert
20. LEED/Green Buildings expert and sustainability expert
21. Water resources engineer
22. Power (transmission, production and distribution)
23. GIS expert/AutoCAD expert
24. Information and Communications Technology (ICT) expert
25. Administration/ IT support/ Document controller

Section 3. Pre-Qualification and Technical Proposal – Standard Forms

The Technical Proposal shall comprise of an Executive Summary plus 3 sections as described below:

Executive Summary: This section shall be limited to 10 single sided pages (5 sheets double sided printing, excluding cover and back page if stand-alone document), minimum 11 font size, A4 paper size, inclusive of graphics

Section 1 – Specific experience of the firm(s) related to this assignment. In addition to requisite information as requested in this RfQ–cum–RfP document, indicate the projects where the consortium firms / individuals / sub consultants have successfully working together. The write-up should also include the roles and responsibilities of the consortium members and sub-consultants, how decisions will be made and quality ensured. The write up in this section shall be limited to 20 single sided sheets excluding the requisite Format, with minimum 11 font size, A4 paper size. Use of A3 paper size is acceptable but each single sided A3 page will be counted as 2 sheets.

Section 2 – Proposed technical approach & methodology, work plan and organization/staffing. The write up in this section shall be limited to 40 single sided pages (20 sheets double sided), minimum 11 font size, A4 paper size Use of A3 paper size is acceptable but each single sided A3 page will be counted as 2 sheets

Section 3 – Qualification, experience and competence of the Key Professional. The write up in this section should provide information on Key Professional qualifications, adequacy for the project assignment and familiarity with the local region. This section shall be limited to 20 single sided pages (10 sheets double sided), minimum 11 font size, A4 paper size. Formats to indicate the cost of additional personnel is not included in the paper count. Use of A3 paper size is acceptable but each single sided A3 page will be counted as 2 sheets.

Additional Material: Bidders may include additional information in a separately bound Appendix. Any Appendix material will be treated as “for information only”.

Forms: Format (but not the content) can be modified to suit your proposal layout

- 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
- Form 3G: Format of Bank Guarantee for Bid Security
- Form 3H: Technical Proposal Submission Form
- Form 3I: Applicant’s experience
- Form 3J: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

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

Form 3L: Team Composition and Task Assignments

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

Form 3N: Staffing schedule for Key personal

Form 3O: Staffing plan of Additional Personnel

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 Pre-Qualification 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].

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:
 - 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. We agree to keep this offer valid for one hundred eighty (180) days from the PDD specified in the RFQ cum RFP.
15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.
16. 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.
17. 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.

18. The Technical and Financial Proposal is being submitted in a separate cover. This Pre-Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.

19. 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)

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

Project Specific 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/ Consortium for carrying out consulting services similar to the ones requested under this assignment.]

- a) Experience of Programme Management/ project management during last 10 years (at least 2 projects), in Mixed use urban development projects including world class public access facilities (e.g. Exhibition cum convention center, hotels, retail space, commercial office space, hospitality, and entertainment and lifestyle opportunities etc.),
- b) Each project should have a built up area of at least 3,00,000 sq.m.,
- c) Experience of delivering master planning services during last 10 years on mixed use urban development projects (at least 2 projects) where the site area must exceed 50 Hectares or the total built up area of the master plan must exceed 5,00,000 sq.m.

On-going projects can be submitted with detail of progress supported by suitable documents. For Eligible Projects, on-going projects completed to 80% can be considered (the documentary proof of having completed 80% of the project have to be furnished at the request of the Client).

Assignment Name: Project Type (MUD, Public Access Facility infrastructure PM, PPP, Detailed Master Plan): (List constructed size in sq.m or hectares)	Total Value of the contract (USD, Millions): Total Constructed Value (USD, Millions):
Country: Location within country:	Value of the services provided by your firm under the contract (USD, Million):
Name of Client:	Start Date (month/year) End Date (month/year) Duration of assignment (in years):
Address:	Total No. of your staff-months on the assignment:

Name of lead firm/partner:	No. of professional staff-months provided by associated/other Consultants:
Name of associated Consultants, if any:	List Key Attributes similar to this Assignment:
Is any of your proposed associated consultants involved in this assignment:	
Brief narrative description of Project:	
Brief description of firms actual services within the assignment:	

Firm's Name:

Authorized Signature:

For the purpose of evaluation of applicants INR 60.0 (INR Sixty 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 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 3C: Format for Pre-Qualification Proposal (Average Annual Turnover of Applicant)

Average Annual Turnover

S.No.	Financial years	Revenue from Consultancy Services (INR)
1.	2013-14	
2.	2014-15	
3.	2015-16	
4.	Average Annual Turnover	<i>[indicate sum of above divided by 3]</i>

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.
3. Minimum Average Turnover for the last three years shall be calculated as the sum of the annual turnover figures provided above divided by 3 (three). In case the turnover is not available for the financial year 2015-16 on account of non-finalization of annual accounts, the average annual turnover of one preceding financial year as stated in the above mentioned table may be included.

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.
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.
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

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.

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:

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

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.

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 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, 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.
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:

- 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.
 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)

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 an JV for carrying out consulting services similar to the ones requested under this assignment.]

Specific experience of the consultant/firm related to this assignment

The firm should have undertaken / completed similar project of Programme Management, Master Planning for various component of the projects such as: -

- Experience of Programme Management in ECC/ mixed use development projects urban development projects (e.g. new town/city, industrial park, SEZ, integrated townships), trunk infrastructure in any sectors such as roads, water, sewerage & drainage, public transport (metro/rail), power/energy, airports, (projects encompassing multiple sectors will be counted as one project),
- Experience of delivering master planning services on mixed use urban development projects,

**The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity, location of the projects and technical specialty.*

Assignment Name: Project Type (MUD, Public Access Facility infrastructure PM, PPP, Detailed Master Plan): (List constructed size in sqm or hectares)	Total Value of the contract (USD, Millions)/INR Crores: Total Constructed Value (USD, Millions)/INR Crores:
Country: Location within country:	Value of the services provided by your firm under the contract (USD, Million)/INR Crores:
Name of Client:	Start Date (month/year) End Date (month/year) Duration of assignment (in years):
Address:	Total No. of your staff-months on the assignment:
Name of lead firm/partner:	No. of professional staff-months provided by associated/other Consultants:
Name of associated Consultants, if	List Key Attributes similar to this

any:	Assignment:
Is any of your proposed associated consultants involved in this assignment:	
Brief narrative description of Project:	
Brief description of firms actual services within the assignment:	

Firm's Name:

Authorized Signature:

Firm's Name:

Authorized Signature:

Note: For the purposes of evaluation of Applicants, INR 60.0 (INR Sixty 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 currencies shall be the daily representative exchange rates published by the International Monetary Fund 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.

Form 3J: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

A: On the Terms of Reference

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

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

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

C: On Technical Proposal

- 1.
- 2.
- 3.

D: General Comments

- 1.
- 2.

Form 3K: 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) Technical Approach and Methodology,
 - b) Work Plan, and
 - c) Organization and Staffing.
- **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.
 - **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 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 3G.
 - **Organization 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.

Form 3L: Team Composition and Task Assignments

Key Personal

Sl.	Position	Name of staff	Firm	Experience (years)	Key Attributes
1	Programme Director				
2	Deputy Programme Director and Design Coordination Manager				
3	Programme Controls Manager & Programme Cost Manager				
4	Programme Procurement/ Contracts Manager				

Consultants, who are executing on-going 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 as/and when required.

Form 3M: 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	[March 20, 1982]
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>		

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.

Form 3N: Staffing schedule

Staffing Plan for Key Professional (PMO)

(Person months per year) –

Sl.	Key Professional	Year 1	Year 2	Year 3	Total Months
1	Programme Director	12	12	12	36
2	Deputy Programme Director and Design Coordination Manager	12	12	12	36
3	Programme Controls manager & Programme Cost Manager	12	12	12	36
4	Programme Procurement/Contract Manager	12	12	12	36

- The duration stated are best estimates based on current scope and client needs. As the programme evolves, some core positions may be changed / replaced with new positions or new core staff may be added. All changes to core staff will be decided by mutual consent of the Consultant and the Client and be part of future work orders*

Form 30: Staffing Plan for Additional Personnel*

(Person months for each year of the 3 years)

Sl no.	Functional Role / Discipline	Director	Principal	Senior professional	Total person months per year
1	PPP & Financial Specialist	1	2	3	6
2	Exhibition cum Conference centre Operations Specialist	1	2	5	8
3	Arena Operations Specialist	1	1	3	5
4	Urban Design and Planning	1	3	2	6
5	Landscape Architecture	1	1	4	6
6	Cost Management (Quantity Surveying)	1	3	3	7
7	Contracts Management	1	3	3	7
8	Health & Safety	1	2	3	6
9	Programme/Projects Planning & Scheduling	1	2	6	9
10	Project Design Management	1	1	2	4
11	Risk Assessment/Management	1	1	3	5
12	Structural Engineering	1	4	4	9
13	Heating Ventilation and air Conditioning (HVAC) Engineering	1	4	4	9
14	Electrical Engineering/Mechanical Engineering	1	2	5	8
15	Civil Engineering	1	3	5	9
16	Construction Management	1	3	6	10
17	Resident Engineer (Construction)	1	2	4	7
18	Transportation Planning	1	1	3	5
19	Environmental expert	1	1	4	6
20	LEED/Green Buildings Expert	1	1	3	5
21	Water Resources and Management	1	1	4	6
22	Power (transmission, production &	1	1	5	7

Sl no.	Functional Role / Discipline	Director	Principal	Senior professional	Total person months per year
	distribution)				
23	GIS expert/AutoCAD expert	1	1	3	5
24	Information & Communications Technology (ICT) expert.	1	2	4	7
25	Administration/ IT Support/ Document Control	1	1	4	6
Total		25	48	95	168

*See Form 4B-2 {(a) to (d)} for personnel classification and experience levels

* Assessment of the requirement of the Additional Personnel shall be made at the time of finalisation of annual work orders in consultation with the consultant.

* Payment to the consultant shall take into consideration the **actual deployment of the Additional Personnel** and shall be in accordance with the provisions of the Standard Form of Contract in of this RfQ - cum - RfP.

** The above estimate for person hours is indicative and for bidding purpose only. The actual deployment will depend on project needs and can be full time or part time.

Section 4. Financial Proposal – Standard Forms

Form 4A Financial Proposal Submission Form

Form 4B-1 Standard Schedule of Rates for Core Staff (PMO)

Form 4B-2(a) Standard Schedule of Rates for Additional Personnel (Director)

Form 4B-2(b) Standard Schedule of Rates for Additional Personnel (Principal)

Form 4B-2(c) Standard Schedule of Rates for Additional Personnel (Senior professional)

Form 4C Staff Fee Estimate

Form 4D Summary of Financial Proposal

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:

Form 4B-1 Standard Schedule of Rates for PMO Core

SI no.	Functional Role / Discipline	Person month	Rates in INR	
			Figure	word
1	Programme Director	1		
2	Deputy Programme Director and Design Coordination Manager	1		
3	Programme Controls manager & Programme Cost Manager	1		
4	Programme Procurement/Contract Manager	1		

* Monthly rates are based on a work day of 8 hours considering that there shall be 22 working days in a calendar month.

Form 4B-2 (a) Standard Schedule of Rates for Additional Personnel (Director Level)

Sl no.	Functional Role / Discipline	Person month	Rates in INR	
			Figure	word
1	PPP & Financial Specialist	1		
2	Exhibition cum Conference centre Operations Specialist	1		
3	Arena Operations Specialist	1		
4	Urban Design and Planning	1		
5	Landscape Architecture	1		
6	Cost Management (Quantity Surveying)	1		
7	Contracts Management	1		
8	Health & Safety	1		
9	Programme/Projects Planning & Scheduling	1		
10	Project Design Management	1		
11	Risk Assessment/Management	1		
12	Structural Engineering	1		
13	Heating Ventilation and air Conditioning (HVAC) Engineering	1		
14	Electrical Engineering/ Mechanical Engineering	1		
15	Civil Engineering	1		
16	Construction Management	1		
17	Resident Engineer (Construction)	1		
18	Transportation Planning	1		
19	Environmental expert	1		
20	LEED/Green Buildings Expert	1		
21	Water Resources and Management	1		
22	Power (transmission, production & distribution)	1		

SI no.	Functional Role / Discipline	Person month	Rates in INR	
			Figure	word
23	GIS expert/AutoCAD expert	1		
24	Information & Communications Technology (ICT) expert.	1		
25	Administration/ IT Support/ Document Control	1		

* Monthly rates are based on a work day of 8 hours considering that there shall be 22 working days in a calendar month.

Form 4B-2 (b) Standard Schedule of Rates for Additional Personnel (Principal Level)

Sl no.	Functional Role / Discipline	Person month	Rates in INR	
			Figure	word
1.	PPP & Financial Specialist	1		
2.	Exhibition cum Conference centre Operations Specialist	1		
3.	Arena Operations Specialist	1		
4.	Urban Design and Planning	1		
5.	Landscape Architecture	1		
6.	Cost Management (Quantity Surveying)	1		
7.	Contracts Management	1		
8.	Health & Safety	1		
9.	Programme/Projects Planning & Scheduling	1		
10.	Project Design Management	1		
11.	Risk Assessment/Management	1		
12.	Structural Engineering	1		
13.	Heating Ventilation and air Conditioning (HVAC) Engineering	1		
14.	Electrical Engineering/Mechanical Engineering	1		
15.	Civil Engineering	1		
16.	Construction Management	1		
17.	Resident Engineer (Construction)	1		
18.	Transportation Planning	1		
19.	Environmental expert	1		
20.	LEED/Green Buildings Expert	1		
21.	Water Resources and Management	1		

Sl no.	Functional Role / Discipline	Person month	Rates in INR	
			Figure	word
22.	Power (transmission, production & distribution)	1		
23.	GIS expert/AutoCAD expert	1		
24.	Information & Communications Technology (ICT) expert.	1		
25.	Administration/ IT Support/ Document Control	1		

* Monthly rates are based on a work day of 8 hours considering that there shall be 22 working days in a calendar month.

Form 4B-2 (c) Standard Schedule of Rates for Additional Personnel (Senior Manager Level)

Sl no.	Functional Role / Discipline	Person month	Rates in INR	
			Figure	word
1.	PPP & Financial Specialist	1		
2.	Exhibition cum Conference centre Operations Specialist	1		
3.	Arena Operations Specialist	1		
4.	Urban Design and Planning	1		
5.	Landscape Architecture	1		
6.	Cost Management (Quantity Surveying)	1		
7.	Contracts Management	1		
8.	Health & Safety	1		
9.	Programme/Projects Planning & Scheduling	1		
10.	Project Design Management	1		
11.	Risk Assessment/Management	1		
12.	Structural Engineering	1		
13.	Heating Ventilation and air Conditioning (HVAC) Engineering	1		
14.	Electrical Engineering/ Mechanical Engineering	1		
15.	Civil Engineering	1		
16.	Construction Management	1		
17.	Resident Engineer (Construction)	1		
18.	Transportation Planning	1		
19.	Environmental expert	1		
20.	LEED/Green Buildings Expert	1		
21.	Water Resources and Management	1		
22.	Power (transmission, production & distribution)	1		

SI no.	Functional Role / Discipline	Person month	Rates in INR	
			Figure	word
23.	GIS expert/AutoCAD expert	1		
24.	Information & Communications Technology (ICT) expert.	1		
25.	Administration/ IT Support/ Document Control	1		

* Monthly rates are based on a work day of 8 hours considering that there shall be 22 working days in a calendar month.

Form 4C Staff Fee Estimate (INR)

Sl.	Key Professional	Year 1	Year 2	Year 3	Total fee
1	Programme Director				
2	Deputy Programme Director and Design Coordination Manager				
3	Programme Controls manager & Programme Cost Manager				
4	Programme Procurement/Contract Manager				
5	PPP & Financial Specialist				
6	Exhibition cum Conference centre Operations Specialist				
7	Arena Operations Specialist				
8	Urban Design and Planning				
9	Landscape Architecture				
10	Cost Management (Quantity Surveying)				
11	Contracts Management				
12	Health & Safety				
13	Programme/Projects Planning & Scheduling				
14	Project Design Management				
15	Risk Assessment/Management				
16	Structural Engineering				
17	Heating Ventilation and air Conditioning (HVAC) Engineering				
18	Electrical Engineering/Mechanical Engineering				
19	Civil Engineering				
20	Construction Management				
21	Resident Engineer (Construction)				
22	Transportation Planning				

23	Environmental expert				
24	LEED/Green Buildings Expert				
25	Water Resources and Management				
26	Power (transmission, production & distribution)				
27	GIS expert/AutoCAD expert				
28	Information & Communications Technology (ICT) expert.				
29	Administration/ IT Support/ Document Control				
	TOTAL				

Form 4D Summary of Financial Proposal

Item	Year 1 (INR)	Year 2 (INR)	Year 3 (INR)	Total Years 1 to 3 (INR)
a. Staff total fees (Form 4C)				
b. Service tax				
Total Financial proposal (a+b)				

Total Financial Proposal (in figure): INR _____

Total Financial Proposal (in words): INR _____

Section 5. Terms of Reference

1. Background

- 5.1.1 DMICDC has taken up Project Development of an Exhibition cum Convention in Dwarka, New Delhi. The proposed Exhibition cum Convention Centre (hereinafter referred to as the 'project') will be of suitable size with world class infrastructure facilities related to trade promotions activities, conventions, conferences, exhibitions, corporate meetings, specialised events and Logistics facilities.
- 5.1.2 The project vision is therefore to create a state-of-the-art, world class Exhibition and Convention Center for the Delhi National Capital Region (NCR), India. The facilities will be on par with the best in the industry worldwide, in size and quality; offering an efficient and quality setting for international as well as national meetings, conferences, exhibitions and trade shows. The project is envisioned to be on a scale of a Central Business District (CBD) with supporting retail space, commercial office space, hospitality, and entertainment and lifestyle opportunities for end-users.
- 5.1.3 The quality of businesses, facilities and lifestyle amenities provided will determine the positioning of the ECC and play an important role in attracting national and international events to locate here. The ECC development will therefore consist of a best-in-class ECC facility, multi-use arena and supporting hotel facilities as part of the overall Mixed-Use development. The CBD over an area of approx. 90 Hectares with a FAR of 120 will include a 200,000 Sq.m. of Exhibition space and 60,000 Sq.m. of convention area. This ECC District will be an anchor project to the National capital and will act as a catalyst in growth of industrial development in the Country.
- 5.1.4 The proposed ECC will be developed through a Public-Private Partnership (PPP) format with first-class infrastructure related to trade and promotional activities, conventions, conferences, exhibitions, corporate meetings, specialized events and associated mixed-use commercial development (commercial offices, retail and hotels).

2. PMC Overview

- 5.2.1 The job of the Program Manager is to perform activities necessary to plan, integrate, package, administer, manage and deliver the development and construction of ECC project. It will be the PMC's primary role to ensure on-schedule, under budget delivery of projects in the program consistent with the quality specified by DMICDC. The program management services are divided into 2 broad categories:
- i. "Program Wide services" are those services that are for the management, planning and administration of the program in general, rather than for the specific benefit of a single project or limited set of projects
 - ii. "Project specific services" are those services that are for the management, planning, administration and implementation of a specific project or set of related projects
- 5.2.2 The PMC will set up a Program Management Office (PMO) and staff it with a core team of professionals to perform the "Program Wide services". The core PMO team composition may change as the programme evolves over time. The PMC shall report to the CEO, Delhi Mumbai Industrial Corridor Development Corporation ("DMICDC").

- 5.2.3 Additional staff besides those in the core PMO team will be needed from time to time to perform “Project Specific Services” described in the general scope of work. Some additional staff may have to be full time and will work alongside the core team in the PMO whereas some other additional staff. Annual Work orders will be issued under a Master Services Agreement (MSA) to provide these program wide and project specific services. The scope and price for work orders will be negotiated using the schedule of rates submitted in the financial proposal.
- 5.2.4 The general scope of services for the full 3-year term is described below. Consultant must estimate the level of effort and fee for the full 3 years.

3. **Specific Scope of Work for Year 1**

- 5.3.1 The three tasks envisioned during the 1st year are (a) setting up of the PMO, (b) performing a validation study and seeking necessary statutory clearances, (c) assisting DMICDC on various technical matters including RFP for Appointment of Preliminary Engineering and Architecture Consultant and the transaction advisory.

- 5.3.1.1 **Task 1- Setting up the PMO:** In order to ensure long term success, PMC must implement a consistent, thorough, transparent program-wide strategy. PMC will prepare a draft Programme Implementation Plan (PIP) in 60 days which will include the items identified below:

In the first 60 days the PMC will develop and implement the basic systems associated with the items noted below. These systems will be refined over time as the programme evolves. A “Mobilization Team” consisting of subject matter experts (SMEs) and other specialty team may be deployed to accomplish this task. The high level work plan should show the work approach and deliverables.

1. Team Chartering
2. Governance Setting (organization structure)
3. Scope Definition
4. Program Schedule Development
5. Program Budget Formulation
6. Program Baseline Establishment
7. Program Cash Flow Development
8. Program Policies (internal communications and reporting)
9. Programme Management Tool sets to be employed for monitoring
10. General Procurement and Contracts Strategy (i.e. EPC versus PPP vs DB)
11. Health and Safety Plan
12. Environmental Management Plan
13. Document Control System
14. Stakeholder management

5.3.1.2 Task 2 - Validation Study: A key task in the first year is performing the programme validation study which will act as a road map and form the basis for all downstream actions and decisions. In performing the validation study PMC will perform an exhaustive review of the existing master plan projects including reviewing, analysing and evaluating the purpose, intent, functionality, technology, schedule and cost for each project, its inter relationship with other projects, critical risk areas, permitting/approval times etc. The PMC will prepare a program budget, cash flow and master schedule with key milestones which will form the baseline for programme monitoring and performance measurement. The study will include following:

- Revised master plan based on final site boundary of transferred land
- Design Basis report including all surveys
- EIA report for final master plan
- Statutory approvals from DUAC, AAI, DDA, DJB, Tariff Advisory Committee (TAC) etc. including consent for shifting power lines and metro connectivity approval from DMRC.

The draft validation report shall be completed within 4 months of the programme start date.

5.3.1.3 Task 3 - Technical Assistance: PMC will be requested to assist the DMICDC on a host of technical, permitting and approval areas. These may include but not limited to items such as preparing Eols and RFPs, review, assessment and selection of various consultants or assisting the permitting and approval process. The scope also will include drafting of RFP for hiring of Preliminary Engineering and Architecture Consultant and the transaction advisory consultant. The role of Preliminary Engineering and Architecture Consultant will include:

- Preliminary design for ECC complex
- Operating specifications for ECC component
- Primary trunk infrastructure and MEP design
- Secondary infrastructure and MEP design
- Iconic Building Design for ECC and ancillary facilities
- Commercial real estate (retail, hotels, residential)
- Arena design
- Public realm design and landscape
- Metro connectivity coordination and station location and design
- Detail costing
- Preparing reference designs and performance specifications for PPP components and assisting PMC/ DMICDC in selection of private sector Developer Operator partners

As part of the technical approach in the proposal, PMC should show when the core team will be mobilized, how each of the 3 tasks described above will be completed and the deliverables associated with each. Monthly invoices for year 1 will be tied to the deliverables and as further described in “special conditions of the contract”.

4. General Programme Management Scope of Services (over 3 years)

5.4.1 Organization and Governance

The PMC will:

- Establish a process for issue resolution and decision-making at the Programme level and define the roles and responsibilities and interface across government/ministries/departments, DMICDC, Nodal Agencies/ SPV/PMC and concessionaire. A RACI (Responsible, Approval, Inform and Consult) chart or similar can be used as a tool to depict the above which defines the roles and responsibilities.
- identify the various stakeholders and how PMC will coordinate between DMIC and these stakeholders to arrive at timely decisions.

5.4.2 Programme Controls

Programme controls enable proper planning, scheduling, budgeting, and measurement of performance, and help ensure the successful delivery of the program. The PMC shall deploy a programme controls system to provide integrated processes, methods, procedures, in an automated software programme that effectively develops, manages, and reports on the programme schedule and cost baselines as defined by the work breakdown structure (WBS).

To ensure successful implementation and execution of the DMICDC Program, the PMC will develop and implement a comprehensive process for guiding, developing, planning, and managing overall programme delivery. The following activity areas are the primary components of a comprehensive Programme Controls function:

1. Schedule Management
2. Cost Management
3. Document Control
4. Risk management
5. Scope and Change Management
6. Performance Measurement

5.4.2.1 Schedule Management

PMC shall develop the programme Work Breakdown Structure (WBS) and develop and maintain the Programme Master Schedule. The PMC will:

- Maintain the Programme Master Schedule at various levels of detail for management reporting
- Ensure that changes to baseline schedules only occur through adequate change management processes
- Ensure that Contractors include sufficient and meaningful deliverables and milestones, and communicate any proposed updates to the schedules
- Ensure the Contractors schedules identify highlights and communicate decision points and any other programme obligations at all stages of the programme
- Ensure that contractor's baseline their schedules and apply appropriate change management processes to any baseline changes
- Monitor and report on the perceived viability of the Contractor schedule based on realistic assessments of schedule risks; prepare alternatives to correct or avoid schedule variances
- Identify perceived issues with contractor planning and scheduling processes

5.4.2.2 Cost Management

For cost management the PMC will:

- Be responsible for cost management in each stage of each individual project to be delivered
- Create a Cost Breakdown Structure (“CBS”) which will include the overall Programme CBS and the CBS of each individual project to be delivered
- Create the baseline Programme budget. Budget must include costs relevant to the overall Programme and to each individual project to be delivered
- Prepare complete life-cycle cost analyses
- Develop and maintain on an individual project basis, the Master Budget for all projects and phases
- Set the cash flow estimate of capital requirements for the projects to be delivered
- Review estimates and forecasts, code of accounts and cost distribution criteria for the Programme on a regular and as and when required basis.
- Ensure any design submissions are costed to enable DMICDC to take best decisions for approvals
- Create the procedure for handling payment requests
- Establish procedures for preparation of budget re-forecasts, and updated cash flow

5.4.2.3 Document Control

For document control, PMC will:

- Implement an electronic document management system to safeguard related documents for future reference for the program.
- Develop and implement policies, processes, procedures and systems for the collection, storage, protection and dissemination of all programme documentation.
- Create a document control and filing system procedure that takes into account all parties involved.
- Train existing, new and future programme staff and set-up procedures for departments to receive, record, file, retrieve, duplicate, store and issue documents.
- Compile and manage the repository to include programme standards, policies, procedures, plans, specifications, schedule, acceptance certificates, transmittal letters, meeting minutes and reports, and any other information relevant to the program.

5.4.2.4 Risk Management

For Risk Management, the PMC will:

- Develop a systematic risk management plan/strategy to be applied to the Programme and its component projects that clearly identifies potential risks to the Programme. The risk management plan needs to be comprehensive to cover all potential risks faced by the Programme throughout the duration of the Services, identify probabilities of risk occurrence and allocate weighting systems to monitor risk. The risk management plan needs to include early warning systems and trend analyses and other methodologies that assist in early discovery of risk items

- Track that significant risks are systematically identified, recorded, evaluated, actively managed and regularly re-evaluated and communicated across the program
- Identify, communicate and manage inter-programme or external risks
- Identify and manage internal programme related risks
- Propose mitigation measures ranging from adjustments to the proposed alignment, changes, recovery plans and any other action used to mitigate certain risks
- Conduct risk assessment workshops on a regular basis with DMICDC, PMs, suppliers, contractors and other stakeholders

5.4.2.5 Scope and Change Management

Scope and change management are two of the most critical functions of any program. Control mechanisms must be in place to identify and manage activities and issues that might ultimately alter the delivery of the program's objectives. The PMC shall:

- Create and implement an internal Change Management Plan, Change Log, and associated governance processes
- Develop, review and update a change management system and procedures that capture complete, accurate and consistent baseline documents, and ensure changes in design and construction and any other change are controlled in accordance with the contract documents and/or programme controls procedures.
- Establish the procedures for changes to programme criteria to create uniformity of application across all existing contracts of the Programme and the projects for design details, material approvals and other related items.
- Assess any change request in terms of the impact on time, cost and quality and recommend mitigation and management strategies.
- Monitor changes and potential changes across the programme against the contractual and scope baselines
- Monitor the processing of changes which require contractual variations
- Evaluate financial implications of changes to contracts that are determined as necessary to implement
- Advise DMICDC on matters affecting the project budget, provide timely updates that reflect funds received, funds obligated through contract awards and approved change orders, and projected obligations

5.4.2.6 Performance Measurement

The PMC will:

- Develop over the first year a web based reporting platform that will provide project related cost and schedule information
- Collect, analyse, track, monitor, and separately report the programme cost, schedule and budget information on an agreed basis. The report should include all encumbrances, commitments, and actual expenditures and develop earned value, trends, forecasts and variance information. In addition, the PMC shall conduct programme progress review meetings and other related meetings.

- Prepare and submit monthly progress reports (MPR) to DMICDC. The MPR should be provided within 20 days of the end of the month e.g. MPR for Jan is done by Feb 20th
- Participate in regular programme progress review meetings, and other programme performance-related meetings as appropriate, and follow up on corrective/control measures where required
- Assist DMICDC in preparing its periodic programme status reports to issue to higher authorities and/or other relevant stakeholders

5.4.2.7 Interface Management

The PMC will:

- Coordinate with the DMICDC regarding interface issues
- Manage external interfaces with major stakeholders.
- Manage interface between DMICDC/ SPV/ Govt. of India and PPP concessionaire.

5.4.2.8 Stakeholder Management

While the DMICDC and the SPV will maintain overall responsibility for stakeholder management, the PMC will focus on ensuring that stakeholder requirements are delivered through each of the project components. This will enable the DMICDC/ SPV to focus on incorporating stakeholders' input, serving as a liaison to all levels of government, and managing the flow of funding in a transparent and proactive manner. The PMC will:

- Develop and implement a stakeholder management and coordination strategy
- Initiate contact with all government and non-governmental entities that form part of the DMICDC
- Coordinate with the regulatory agencies and other stakeholders that have an interest or are participants in the Programme for the provision of any required permits
- Prepare engagement strategies with private sector providers

5.4.2.9 Communications

As the authority charged with overseeing the project, the DMICDC will likely maintain responsibility for the public-facing communications responsibilities. However, to facilitate the DMICDC's / SPV's effective management of its communications program, the PMC will develop a Program Communication Plan which addresses the following elements:

- Procedures and flow charts, that detail the Programme participants, including but not limited to DMICDC, PMC, contractors, concessionaires, suppliers and other stakeholders
- Delivery / distribution of different forms of information / communications to relevant appropriate stakeholders
- Contractual and functional communication requirements and ensuring that DMICDC is always included in all communication between the PMC and the Programme participants and all other entities relating to the Programme
- For each of the participants identified, the PMC, working with DMICDC public relations department, shall identify appropriate stages of the

- programme in which public involvement and meetings would be appropriate, and in conjunction with DMICDC assist in developing appropriate materials
- Provide DMICDC with prompt responses to public queries and comments on the programme when required
 - Schedule status review meetings at all levels (DMICDC, Contractors, Government, and State Agencies)
 - Documentation of all meetings and decisions
 - Central management, control and communication of all relevant programme documentation

5.4.2.10 Delivery Systems

The Delivery Systems functions define the manner in which the overarching delivery systems strategy and plan will be prepared, consistent with DMICDC's vision and governances for executing the work. The strategy and plan must align with the overall programme strategy and provide the critical delivery systems objectives and the corresponding framework for why, how, when, and by whom the Delivery Systems area will be managed within the program.

The delivery systems functional area is composed of the following:

- Planning
- Site control/mapping
- Design and programme management
- Permissions and approvals
- Procurement
- Site logistics
- Construction management and supervision
- Commissioning
- Operations and maintenance

5.4.2.11 Planning

The PMC will review the existing Master Plan already developed for ECC Dwarka and provide input in the following key areas and as part of the validation study and ensure relevance and conformity for construction at site:

- Final site layout with respect to approved Zonal Controls
- Site layout and Land use and mix
- Transportation and connectivity
- Trunk infrastructure for entire site and MEP for Exhibition and Convention Centre and Arena
- Project phasing
- Utility capacity such as for power, water and waste water facilities
- PMC, working with the DMICDC and its various consultants will develop a definitive project phasing plan. In performing the planning task, PMC will:
- Prepare the project phasing plan and assist the DMICDC and SPV to obtain approvals from Government Agencies / Implementation Authority and / or other relevant authorities both at the central and state level
- Coordinate relevant activities including environmental clearances for implementation of Master Plan projects

5.4.2.12 Site Control/Mapping

This function describes and guides the activities needed to measure and communicate spatial data in relation to the Earth's surface, and relate it to programme site(s). The PMC will assist DMICDC in hiring specialty surveyors. The fee for 3rd party surveyors will be borne by the Client. Under the guidance and oversight of the PMC, the surveyor will:

- Provide a system to coordinate site control and mapping information across the entire scope and lifecycle of the program
- Provide the standards, means and methods for site control and mapping to ensure consistency among the projects
- Identify stakeholder requirements: internal, external, short-term, long-term, each having different requirements on level of accuracy and data content for their specific purpose (planning and studies vs. construction)
- Devise and maintain a horizontal and vertical control system required to construct and minimize the possibility of positional errors. Determine GPS survey control (primary, secondary, and tertiary) network availability, digital terrain model, topographic survey, 3-dimensional modelling needs
- Determine the appropriate techniques, equipment and materials which are capable of achieving the accuracies and standards required and which correspond with current best practices to be used
- Additional data types may need to be collected and thus coordinated and planned carefully, i.e., aerial photography, hydrographic survey, field survey, planimetric control, permanent ground markers to name a few. Consider how this information will be communicated and distributed and what existing information might be affected.

5.4.2.13 Design Management

A primary focus for the PMC will be the establishment, integration, and assurance of programme wide design principles and standards to drive quality and ensure site construction conformity with respect to design development. The PMC will be responsible for updating the existing master plan and developing a world class, state-of-the-art concept and vision for the ECC. Preliminary Architecture and Engineering will then be carried out by 3rd party for the project. The entire site/ part site (as per the concept defined by PMC) including Convention Centre and part exhibition halls with possibility of one convention hotel will then be awarded on PPP for development. If the TA recommends against PPP for any reason, PMC will advise DMIC of other possible delivery options. The PMC recommendations for the type of implementation / delivery i.e. PPP< EPC, DB etc. will be based on cost effectiveness, timing, efficiency and availability of consultants to do work. The PMC will consult with DMICDC in making the final decision. The PMC will be responsible for interface management between the sectors.

- i. Design Standards
PMC shall create a set of vision document for entire development that will form a coherent brand and identity for the DMICDC. These guidelines and standards will establish not only the quality of the DMICDC proposition but create buying opportunities through driving value in supply chain and procurement activities through advance and bulk purchasing
- ii. Design Oversight
The PMC will:

- Prepare design briefs
- Detailed master plan for entire site
- Review and update design basis, criteria and standards to fit construction programme requirements and concepts
- Review and ensure the constructability of the proposed designs
- Review the constructability and value engineering ideas put forward in order to accomplish quality, time or cost savings
- Obtain a third party independent firm to perform reviews where dictated by process or regulatory requirements. The fee for the third party shall be borne by the Client.
- Provide design coordination between PPP concessionaires and all stakeholders involved in the Programme
- Coordinate design and design issues between contractors at interface points to ensure alignment of systems and schedules
- Supervise and oversee the work of all bidders, contractors, vendors, suppliers and assist in coordination and conflict resolution
- Monitor the design schedule and manage any changes or delays
- Initiate and conduct all design value engineering workshops throughout the design process
- Implement a 'Stage Review Process' to provide benefits in the control of quality, cost, and schedule

5.4.2.14 Permits and Approvals

Environmental and other regulatory approvals will form a critical part of this development. The PMC will:

- Ensure that the process for obtaining the approvals and schedule is well defined including approvals from appropriate regulatory agencies
- Ensure that the schedule appropriately reflects the progress possible with the available land
- Assist the DMICDC and specialty 3rd party consultants (hired by DMICDC) in preparing background information and approvals process
- In the technical proposal, the PMC should provide a tentative list of important approvals and authorizations needed to implement the projects. DMICDC intends to use this list to alert the various agencies and get their initial support and buy-in.

5.4.2.15 Procurement and Supply Chain Management

The PMC will:

- Develop a procurement strategy that incorporates the procurement elements of all projects within the programme. The strategy must provide a holistic framework and mechanism for the management of all procurement elements including but not limited to labour, materials, supply, centralised bulk procurement, logistics, lead times, and risks
- Set a strategic procurement plan for all PMs, bidders, contractors, suppliers, and operators and manage the procurement timetable to ensure timely appointment of third party entities on the Programme
- Develop an appropriate packaging strategy for the roll out of the Programme and each of its projects

- Setup the contract strategy and structure and procurement options and recommend any options that minimise Programme and project level risks and provide the greatest likelihood of implementation success. Special consideration shall be given to the concept of project risk associated with the various methods under consideration.
- Establish an approach that: provides certainty of delivery and cost efficiencies, recognises the scope maturity, ensures compliance with appropriate authorities, attracts early engagement from the supply chain, and achieves economies of scale through global bulk procurement

For Supply Chain Management, the PMC will:

- Undertake a supply chain analysis and recommendation by incorporating input from PMs, bidders, contractors and suppliers
- Meet the PMs, bidders, contractors, suppliers and supervision bidders, established within the local market to discuss potential issues, conflicts or problems, capacity, shortage of materials, resources and labour that may be faced in meeting DMIC milestones
- Using the Master Programme schedule, forecast the level of activities expected to be delivered by PMs, bidders, contractors and suppliers; analyse the direct impact on the supply chain locally and internationally on raw and construction materials and equipment. Assess potential strains and/or bottlenecks that the high level of activity might put on the local capacity in India for labour, material, equipment and other resources that might be needed to complete the Programme
- Following the strategic supply chain study, analyse the Programme Master Schedule and recommend phasing, sequential roll-out or other mitigation tools in a manner to ease the pressure on the local supply chain and avoid delays, interruptions and/or inflationary pressures on the economic system in the country. Outcomes might include recommendations for standardisation and manufacturing, either locally or internationally, of certain elements or items to ensure timely supply and to reduce risks of overpricing and/or shortfall in supply.
- In conjunction with relevant authorities/bodies, develop strategic sourcing solutions and value buying aiming at increasing procurement synergies between the different projects within the Programme to reduce overall time and/or cost

For tendering administration, the PMC will:

- Develop programme-wide tender evaluation and selection criteria
- Create, administer or assist as required in the tendering and contract negotiations/award for the contracts required for the successful delivery and operation of the Programme
- Create, review, monitor, evaluate and report on the procurement and tendering packages
- For each project, oversee the development of the activities undertaken by the PM that are associated with the preparation of all invitation to tender packages as may be required during the project implementation from expression of interest to tender and tender bulletins

- Ensure record keeping of pre-tender and post-tender meetings
- Review the submitted tenders and undertake technical and commercial evaluations when required
- Participate and assist DMICDC in the negotiation and contract finalisation up to award. This includes assistance in evaluation committee meetings, negotiations and oversight, review, and assistance in the preparation of the agreements between DMICDC and the awarded third party
- Keep DMICDC fully informed of any issues, which may have a contractual, cost or time implication

5.4.2.16 Site Logistics

The PMC will:

- Develop, review and update a global logistics plan that will consolidate the Programme infrastructure logistics plans
- Analyse the local and regional conditions to determine supply and demand requirements given the schedule and mix of projects, materials and equipment, staff and specialty contractors. Provide recommendations to offset any issues identified
- Develop, review and update traffic and construction access management plans as soon as the intended locations and routings are defined
- Jointly with the procurement schedule and the PMs/DMICDC determine individual integrated logistics plans for each of the projects, including lay down space, storage areas for equipment and materials, access and haul routes, borrow pits, excess material and waste disposal, fabrication yards, personnel access and parking, all should be addressed and resolved before tendering

5.4.2.17 Construction Management

5.4.2.17.1 The PMC will be responsible for all construction, supervision and management as owner's engineers for all development works related to 90 Hectares of proposed site. This shall include:

- Overall supervision and monitoring of construction of identified trunk infrastructure for whole site and ECC, convention hotel, arena and public realm.
- Management of site infrastructure
- Work scope coordination
- Workforce management
- Document management practices
- Schedule and progress management
- Material management process
- Financial management
- Final sign off on all construction related design (GFCs) etc.

5.4.2.17.2 Review and recommend for approval, the comprehensive Programme provided by the appointed contractor/ concessionaire for the site development, for acceptance tests, which meets the provisions under applicable contracts, in all respects, but not limited to specified technical and performance requirements. The system of test checks for the Requests for Inspection issued by the Contractor(s) will be specified by the PMC.

5.4.2.17.3 The PMC shall be responsible for the complete supervision, administration and management of the construction contracts and coordination with other contracting agencies, DMICDC and Central Government agencies, local authorities etc.

5.4.2.17.4 Responsible for ensuring quality control of works at the various project sites. In addition, the PMC shall provide regular reports, as per schedules agreed with DMICDC / SPV. The contents of the reports shall include maintaining necessary site records with data in support of the same, details of field tests on materials and structures, obtaining necessary approvals thereon and maintaining adequate records, certifications of bills for payments to contractors including recommendation of extension applications, extra items, variation statements, quality control checks for final bills etc. in the formats agreed with DMICDC / SPV.

5.4.2.17.5 Monitor, supervision and review of construction progress and the development generally and reporting to Client on a monthly basis via the MPR. The monthly progress reports shall include status of review of submissions by concessionaires/ contractors, technical memoranda, details of meetings and decisions taken, detailed compliance reports for each activity, status of clearances, progress schedule, reason for any delays along with any recommendations etc.

5.4.2.17.6 Guide and coordinating the contractor performance in the discharge of their duties and obligations as required by the terms of the works contracts

5.4.2.17.7 Carry out the role of an Independent Engineer including:

- review of design documents
- monitoring site availability, land acquisitions and permits
- review of construction Programme
- control of construction quality
- determine extensions of time / compensation / relief from penalties
- Assessing achievement of satisfactory delivery milestones by contractors, completion of all testing & commissioning tests for various works and issue completion certificates as required
- Review contractor progress, identify risks to completion within agreed timelines and suggest mitigation measures
- Certify final amounts due under the construction contracts
- Review as-built drawings, other technical and design information and completion records

5.4.2.17.8 Statutory Requirements

- Ensure that statutory undertakers provide all necessary services in a timely manner and take all reasonable steps to mitigate the effects of any non-performance of the statutory undertakers and keep DMICDC advised of such steps

5.4.2.17.9 Quality Assurance

- Prepare and review standard operating procedures, quality plans of consultants, main contractors, the establishments ensure for compliance by them.
- Review with the consultants and main contractors, the establishment and enforcement by the main contractors of suitable safety, quality assurance and industrial relations policies for the specific site and where applicable ensure compliance with DMICDC standards, processes and procedures
- Oversee the work of independent 3rd party reviewers with respect to value engineering and quality control checks at various milestones

5.4.2.17.10 Budget

- Review technical and commercial proposal of the consultants and help the client in the deciding the budgets for the same.

5.4.2.17.11 Alignment with Programme

- Review progress against the Programme for the development and taking steps to avoid or reduce any delay to any Programme for the development

5.4.2.17.12 Payment certificates

- Review, process and recommend the release of all payment certificates, retention monies and performance securities.

5.4.2.18 Commissioning

The PMC will:

- Prepare standard operating procedures to manage the testing and commissioning process
- Manage the testing and commissioning process
- Assist the client who will manage the statutory approvals
- Manage the implementation by the consultants and contractors of any handover regime agreed with incoming operators
- Prepare and manage the preliminary and final punch lists
- Oversee issuing of the preliminary / substantial completion certificates and the final certificate of completion (taking over certificate)
- Preparation and delivery to DMICDC of the Operations & Maintenance Manuals, in the agreed format
- Preparation and delivery to DMICDC of the as-built drawings, in the agreed format
- Handover to DMICDC or assigned property manager
- Monitor and manage the consultants and contractors to ensure that defects are addressed diligently before handover and during the defects liability period (12 months)

5.4.2.19 Activation

The PMC will develop and implement an Activation Plan which is a comprehensive process that engages complete stakeholder collaboration seeking to confirm that all building or infrastructure systems and business processes are in sufficient working order and understood to satisfy the DMICDC's expectations upon start-up and beyond. Distinct from project testing and commissioning, activation is the process of moving from the construction phase to operation of a facility. The activation process provides the forum for issues such as project complexity, multiple stakeholders, and constant construction / start-up / O&M coordination efforts to be addressed in an organized setting. PMC will manage the Activation Process which includes:

- Development and Implementation of an Activation Plan
- Identifying and tracking potential delays that may impact start up or opening and develop contingency plans
- Monitor progress of the project activation

5.4.3 Contract Management

The PMC will manage and coordinate all delivery related Contracts for ECC complex on behalf of the SPV. In this role, the PMC will:

- Coordinate contract dispute resolution
- Perform overall assessment and reporting of programme Anticipated Final Cost (AFC)
- Manage authority delegations and reporting
- Provide contractual and commercial advice and support project managers
- Manage compliance with contract administration standards, procedures and tools

Contract management will be fundamental to the management of the program. PMC will:

- Develop the appropriate mix of contract packages for each type of contract/project/facility.
- Evaluate contract packaging against the capacity and capabilities of the potential contractors as well as any special contract requirements that might dictate recommendations to modify contracts.
- Develop the procurement and contracting strategy for the delivery of the various projects within the Programme.
- The PMC shall undertake contract administration and management for all PMs, bidders, contractors and suppliers at programme level on behalf of DMICDC
- The contract management system shall give visibility to the management in the following areas: changes, invoicing, claims, valuations and payments, notices, early warnings, approvals, compliances, breaches, terminations, extensions, entitlements, disputes and reconciliations, insurances, warranties, collaterals, securities and bonds
- Alert the DMICDC of any actual, perceived or expected departure from contractual requirements and prepare analysis of potential issues, resolution options and related recommendations
- Assess any potential changes or change requests in terms of their impact on the contract, impact on the program, and any potential contract variations required

- Monitor programme schedules and plans for compliance with the contract, and advise on the impact of any non-compliance
- Proactively supervise all aspects of project contracts within the programme including, but not limited to: monitoring contract compliance, terms and conditions, supervising and reviewing overall performance of service level agreements, managing receipt and documentation of change requests and coordinate the review process by appropriate programme stakeholders, ensure that contract related changes / variations are communicated to appropriate stakeholders, delivery of contract deliverables, payment procedures and management reporting (look at options to break this up)
- Develop a claims management process that includes evaluation of responsibility, impact, and costs and includes a dispute resolution process
- Create documentation that may be required for claims defence
- Set construction contract terms and conditions, to ensure that the contractors' understanding is in line with DMICDC's vision and objectives
- Review and evaluate regularly the status of all existing bidders and construction contracts
- Perform reviews of the PMs, bidders, contractors and supplier's deliverables to ensure contract compliance and performance

5.4.4 Finance and Investment Management

Finance Management

The PMC will:

- Prepare and submit the Comprehensive Financing Plan including all components of the project
- Develop and implement adequate processes for financial management of the programme. This includes but is not limited to: cost estimating and cost control processes, payment approval processes, preparation and presentation of the program's budgets, and the supervision of data gathering and financial planning work associated with the program
- Create a costing structure that is compatible with the existing DMICDC system (if any) in order to allocate the cost of each element of the Programme and its projects
- Monitor and control of the Programme/project cash flow periodically (monthly, quarterly and yearly)
- Develop a code of accounting based on the WBS for each individual project
- Ensure that the system shall take into consideration DMICDC corporate requirements and shall be able to accept inputs from varieties of sources.
- Develop a system capable of providing commitments, expenditures, and forecasts reporting
- Manage the final account process, retention and advance payment recoupment, repayments, deductions, write-offs and keep track of any all variations.
- Receive and review invoices for completeness and accuracy. Following the review, process invoices for PMs, bidders, contractors, suppliers, and vendors and submit monthly together with the progress reporting data used in the budget control activities described above

- Evaluate and forward all documents to DMICDC together with a written recommendation for payment processing in accordance with DMICDC internal processes
- Prepare and submit monthly financial reports in a format to be agreed with DMICDC together with all supporting documentation
- Establish an experienced and thorough commercial group to assess invoices and variations

5.4.5 Human Resources and Organizational Development

Resource Management

The PMC will:

- Develop and implement a Program Resourcing Strategy to ensure that the PMC will maintain the appropriate level of resources and skill sets throughout the life of the contract
- Monitor that Contractors/ concessionaire have adequate resource plans in place
- Monitor and regularly report on changes in work load caused by contract modifications, change in scope, or scheduling issues – both from the PMC and the contractors
- Ensure the resources, including subject matter experts to undertake short term technical reviews and other scheduled tasks are available to meet the PMC needs

Organizational development

The PMC will:

- Monitor the development and implementation of any plans to address changes required to the PMC organization resulting from the delivery of the programme
- Ensure that any significant development of new business processes and procedures is adequately documented as part of the overall design process and ensure these are developed as part of a coherent and agreed Business Architecture
- Monitor the development of any related policy changes, procedures, forms, staffing, job descriptions, remuneration, organizational structure and responsibilities, training, checklists, development of new metrics / KPIS, customer services and implementation support

5.4.6 Information Technology (IT) Management

This function includes program, project and information management tools and applications for the PMC to monitor and assess progress and deliverables with respect to project planning and scheduling, issue management, risk management, resource management, contract management and administration, and management reporting functions and processes. Information management systems e.g. servers, software, licenses etc will be hosted locally i.e. PMO and provided (paid for) by the DMICDC or SPV upon the recommendations of the PMC. The extent of laptops, servers, and other IT ancillaries required to make a fully functional PMO will be recommended by the PMO and paid for through a set aside budget as part of this contract. The PMC will carry out the following:

- Establish the information system for the Programme and manage the system operation, including software and hardware maintenance
- Ensure that the information is kept and knowledge is transmitted to the programme team and to DMICDC, PMs, bidders, contractors, suppliers and stakeholders in a timely fashion
- Develop and implement a Management Information System (MIS) which will provide accurate and timely reports to DMICDC and SPV
- In consultation with DMICDC, implement a suitable web based project management system that will function as a platform for all communications, document storage and distribution, reporting, contract and programme management. The platform will be used by DMICDC, its consultants, PMs, stakeholders, bidders, suppliers and contractors. The server and database shall be provided by the PMC and reside locally but all data shall remain the property of DMICDC
- Train DMICDC staff in the utilization of the web based system and shall ensure knowledge transfer across the teams on a continuous basis

5.4.7 Marketing and Promotion

- Marketing plan for value maximisation
- Development of creatives, branding, promotional materials for the project
- Preparation of Project model – 3D/4D
- Assisting the client in carrying out road shows, conferences, meetings with investors, etc.

5.4.8 Programme Administration

The PMC will:

- Monitor contractor progress on projects within the program
- Prepare and implement a process improvement program
- Provide and manage professional resources and support services

These services will include the following:

- Provide staff to perform regular project management functions of the projects
- Define, build and implement project management practices and support expansion and development of new project management practices.
- Implement project management practices including processes, tools and templates for Project Mobilization, Status Reporting, Issue Management, Risk Management, Quality Management, Project Planning, Meeting Management, Project Closeout and Lessons Learned
- Build and support a website for the ECC in conjunction with or without the overall DMICDC website
- Maintain and provide documents for an internal DMICDC website focused on project management manuals that define project management processes, standards, procedures, roles and responsibilities, tools, templates, and processes, and project information related to PMC projects

- Conduct weekly project management support meeting with contractors' project managers focused on supporting the project management practices and the completion of the weekly status report
- Maintain project plans for each project
- Provide support and training in PMO processes, procedures, tools and templates to DMICDC staff
- Arrange and facilitate periodic coordination and review meetings with contractors and generate acceptance checklists
- Oversee the implementation and completion of each stage and the successful achievement of project milestones
- Provide consulting services in special technology areas as necessary and requested

5.4.9 Programme Assurance Functions

The Program Assurance Functions include quality, health and safety, sustainability and environment, and security.

5.4.10 Quality Assurance

The PMC will:

- Establish a quality control plan and development programme
- Establish the quality assurance and control issues recorded
- Establish the quality assurance inspection programme
- Oversee and manage the independent 3rd party consultants used for quality checks and value engineering

5.4.11 Health and Safety

The PMC will:

- Develop a Program-wide strategic health and safety plan, as well as requirements for project-specific plans, to enable the standardization of health and safety practices and results across the Program
- Develop plans for the communication of requirements and assessment of performance against these
- Develop and deliver basic and specified health and safety training across the Program
- Implement a programme to monitor and evaluate health and safety practices and performance, set a schedule for review and improvement of practices, and work with the DMICDC and SPV to determine an appropriate schedule to report on Program-wide performance

5.4.12 Sustainability and Environment

The PMC will:

- Develop and implement a framework that enables the Programme to define its sustainability and environment goals and strategy, as well as Program- and project-level approaches and performance criteria to reach these goals
- Monitor progress against these goals both at the project and Programme levels, and to communicate these results to the DMICDC and SPV

5.4.13 Security

PMC will develop and implement a risk/threat assessment process and security / asset protection strategy, processes, and plan which includes:

- Crisis management response
- Business continuity
- Employee protection
- Information security
- Program office
- Facilities and job-site security

5. Milestones for the First Work Order

The maximum fees (as a percentage of the Work Order Value) payable to the Consultant in respect of each completed milestone for the deliverables to be provided under the Work Order for the First Year is as follows:

S. No.	Details	Month ("D" denotes Effective Date)	Payment Percentage
1	100% core team mobilized + PMO set up including Draft PIP budgets, cash flow, schedule, procurement) + Stakeholders workshop for reviewing the master plan and finalisation of next steps	D+1	9%
	Technical Assistance documentation as listed in monthly progress report		
2	Preparation and submission of the Final Validation Study report of updated master plan.	D+2	8%
	Technical Assistance documentation as listed in monthly progress report		
3	Preparation and submission for floating of the RFQ cum RFP for selection of Preliminary Engineering and Architecture consultants.	D+3	8%
	Preparation and submission for floating of the RFQ cum RFP for selection of Transaction Advisor consultants.		
	Technical Assistance documentation as listed in monthly progress report		
4	Implementation of the Programme Management Information System (PMIS) e.g. P6 schedule, cost management module, risk register with dashboard	D+4	8%
	Preparation and submission for Statutory approvals as part of Validation services for: <ul style="list-style-type: none"> • Master plan approval by DDA • Water requirement approval by DJB • Power sourcing approval by Delhi Transco/ relevant agency • Building Height Approval by AAI • Fire safety Approvals by TAC • Urban Design Approval by DUAC • Metro Alignment Approval by DMRC • Connectivity approval by DDA 		
	Technical Assistance documentation as listed in monthly progress report		

S. No.	Details	Month ("D" denotes Effective Date)	Payment Percentage
5	Submission of execution philosophy, standard operating procedures and quality assurance plans	D+5	8%
	Technical Assistance documentation as listed in monthly progress report		
6	Draft Preliminary costing, Project Structuring, Financial feasibility, transaction advisory and bid model for PPP component of the project	D+6	8%
	Technical Assistance documentation as listed in monthly progress report		
7	Submission of approval note of PPPAC for PPP components of the project	D+7	8%
	Technical Assistance documentation as listed in monthly progress report		
8	Financing and Investment, land monetization strategy, marketing, and business development for anchor tenants, developers, investors, contractors and multilateral agencies	D+8	9%
	Technical Assistance documentation as listed in monthly progress report		
9	Preparation and submission for floating of RFQ cum RFP and Selection of Concessionaire for Phase-I development	D+9	8%
	Technical Assistance documentation as listed in monthly progress report		
10	Final Plan for next year indicating and prioritising critical steps for effective and timely implementation of the identified projects	D+10	9%
	Technical Assistance documentation as listed in monthly progress report		
11	a. Preparation of Project Model – 3D/4D	D+11	8%
	b. Manual for construction procedures including Quality, Health, Safety, Environmental Health procedures and change management approvals and consent/approvals from concerned agencies.		

S. No.	Details	Month (“D” denotes Effective Date)	Payment Percentage
	Technical Assistance documentation as listed in monthly progress report		
12	Risk Management Plan covering – risk identification, qualitative risk analysis, risk response, risk monitoring and control as per clause 5.4.2.4	D+12	9%
	Technical Assistance documentation as listed in monthly progress report		

Notes:

1. PMC monthly invoice will include time charge separately to individual milestone and technical assistance task performed during the month. These activities are also reported in the monthly progress report. Technical assistance is a significant part of PMC responsibility every month and comprises of technical administrative and management duties, coordination meetings, tracking of costs and schedules, technical review and management of consultants and contractor’s deliverables. Additionally, PMC assists the DMICDC and SPV in managing and coordinating several related projects which are not specifically mentioned but are part of Scope of work and are essential for commissioning of ECC facility. Technical assistance task is fully defined described in task 5.4 in the TOR section.
2. The tasks performed under technical assistance, even though not listed specifically in milestone table, shall be paid as a part of individual milestone payment.
3. The TOR in 5.4 shows the details of each technical task. Some of the important key monthly management & technical assistance tasks are listed below:
 - (i) Project Schedules monthly review and update (Consultants’ and Contractors’ schedules)
 - (ii) Master Schedule monthly review and update (Programme schedule)
 - (iii) Project Costs tracking and monitoring
 - (iv) PMIS customisation and enhancement
 - (v) Programme Costs and Cash Flow management — maintain and update Master Budget; review estimates and forecasts for the programme
 - (vi) Tracking risks — Programme Risk Register monthly update
 - (vii) Training of new and future programme staff on PMIS and document control
 - (viii) Tracking and monitoring changes — Change Log
 - (ix) Monthly Progress Report
 - (x) Performance measurement and reporting, Monthly Programme Update meeting
 - (xi) External coordination meetings (e.g. DMIC Trust, third party vendors, Developers. Multilateral agencies, etc.)
 - (xii) Monitoring projects’ design consultancies; technical review meetings; monthly progress meetings and reporting
 - (xiii) Design coordination between project related consultants, government agencies and stakeholders
 - (xiv) Technical review and approval of Consultants’ and Contractors’ designs
 - (xv) Permitting and approvals — monthly updates on status of environmental and other regulatory approvals

- (xvi) Construction and supervision Management: The PMC will supervise and manage construction as owner's engineers for all development works related to 90 Ha. of proposed site to be carried out by PPP concessionaire. PMC will be responsible for all activities related to construction management, construction monitoring and role of independent engineer for Exhibition Centre, Convention Centre, Arena, landscape and public realm and trunk infrastructure for ECC site.
- (xvii) Implementing technology and ICT innovations to be incorporated into the design of ECC
- (xviii) Ongoing technical assistance in areas such as data collection, site investigations, conceptual designs, demand forecasting, design output and modelling evaluations, cost estimates, financial management, financial modelling, drawing preparation, site control/mapping, procurement and supply chain management, site logistics, resource management and organisational development, etc.
- (xix) Contract management for all the contracts under execution.
- (xx) Contractor Resource management.
- (xxi) Ongoing PMIS development and training to DMICDC and State Agencies.
- (xxii) Programme administration services.
- (xxiii) The Program Assurance Functions include quality, health and safety, sustainability and environment, and security.
- (xxiv) Capturing and sharing lessons learnt with stakeholders and Knowledge management.

Section 6. Standard Form of Contract

CONTRACT FOR CONSULTANCY SERVICES

Between

[Name of client]

[Name of Consultants]

[Date]

FORM OF CONTRACT

PROGRAMME MANAGEMENT CONSULTANT FOR DEVELOPMENT OF EXHIBITION CUM CONVENTION CENTER, DWARKA, NEW DELHI UNDER DELHI MUMBAI INDUSTRIAL CORRIDOR PROJECT

This CONTRACT FOR CONSULTANCY SERVICES (hereinafter called “**Cover Agreement**”) is made at New Delhi on the ----- day of the month of -----[●], by and between

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 the context or meaning thereof shall include its successors, Affiliates and assigns);

and

¹{[●] (a [company] incorporated under [●], having its registered office at [●], hereinafter referred to as the “**Consultant**”, which expression unless repugnant to the context or meaning thereof shall include its successors and permitted assigns).}²

{[●], (a [company] incorporated under [●], having its registered office at [●], hereinafter referred to as “[**ABC**]”); and

[●]; (a [company] incorporated under [●], having its registered office at [●], hereinafter referred to as “[**XYZ**]”).

[ABC] and [XYZ] are hereinafter collectively referred to as “**Consultant**”, which expression shall, unless repugnant to the context or meaning thereof, include the successors and permitted assigns of the Members.}³

WHEREAS

- (A) The Government of India (“**Gol**”) has envisaged the development of the Delhi Mumbai Industrial Corridor (“**DMIC**”) along the alignment of the proposed multi-modal high axle load Dedicated Freight Corridor between Delhi and Mumbai covering an overall length of 1,504 km. The Delhi Mumbai Industrial Corridor Development Corporation Ltd., a special purpose company, was incorporated by Gol to establish, promote and facilitate the development of the DMIC;

¹ **Note: In this draft, provisions which have been indicated in curly brackets may need to be retained/omitted in the contract depending on whether the Consultant is a single entity or joint venture consortium.**

² **Note: This shall be applicable in case the Consultant is a sole entity.**

³ **Note: This shall be applicable in case the Consultant is a joint venture consortium.**

- (B) The Client had issued a letter of invitation to the empanelled bidders, a copy of which is annexed as Appendix G, and called for technical and financial proposals, vide its Request for Proposal dated [●] (“**Request for Proposal**” or “**RFP**”), for the “Appointment of **Programme Management Consultant (PMC)** for development of Exhibition Cum Convention Center, Dwarka, New Delhi under Delhi Mumbai Industrial Corridor Project” in accordance with the terms specified in the Request for Proposal;
- (C) The Consultant, {which is a joint venture consortium comprising of (i) _____, (ii) _____, and (iii) _____} had submitted a financial and technical proposal for the Project in accordance with the RFP and has represented to the Client that it possesses the required professional skills, personnel and technical resources to provide the consulting services as specified in the RFP;
- (D) After the evaluation of the proposals submitted by the bidders, the Client shortlisted the proposal submitted by the Consultant. Thereafter, the Client and the Consultant participated in negotiations as mandated by Section 2, Clause 11 of the RFP pursuant to which the Consultant was issued a letter of acceptance, a copy of which annexed hereto as Appendix H;
- (E) The Consultant has proposed to the Client to render certain consulting services and the Client has agreed to avail of such services from the Consultant, in accordance with the terms and conditions specified in this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **CONTRACT**

The Parties shall be bound by the terms and conditions contained in this Contract. “**Contract**” shall mean, collectively, this Cover Agreement, the General Conditions of Contract (“**GCC**”), the Special Conditions of contract (“**SCC**”), the Appendices listed below, all Work Orders, Supplementary Work Orders and any other appendices, annexes, schedules, exhibits and documents that may from time to time be attached hereto or thereto, or incorporated herein or therein, and as any or all of the same may be amended, modified or supplemented, or superseded, from time to time in accordance with the terms of Clause 1.8 of the GCC.

The following Appendices shall form an integral part of this Contract:

Appendix A: Terms of reference (“**TOR**”) containing, *inter alia*, the description of the Services and reporting requirements.

Appendix B: Core Staff and Additional Personnel, minimum qualification requirements of Core Staff and Additional Personnel.

Appendix C: Approach and methodology.

Appendix D: Duties of the Client.

- Appendix E:** Monthly Rates, Yearly Fee Ceilings, Yearly Contract Value Ceilings, Contract Fee Ceiling and Contract Value Ceiling.
- Appendix F:** Copy of RFP, technical proposal submitted by the Consultant, and the financial proposal as submitted by the Consultant and as amended pursuant to the post bid negotiations.
- Appendix G:** Copy of letter of invitation.
- Appendix H:** Copy of letter of acceptance.
- Appendix I:** Part A: Format of bank guarantee for Performance Security.
Part B: Format of bank guarantee for Advance Payment Bond.
- Appendix J:** Work Order for the First Year, Task assignment, work programme, milestones, payment schedule, manning schedule and schedule for submission of various deliverables.
- Appendix K:** Indexation mechanism.
- Appendix L:** Approved Sub-consultants for the First Year.

2. **RIGHTS AND OBLIGATIONS**

- 2.1 The mutual rights and obligations of the Client and the Consultant shall be as set forth in this Contract.
- 2.2 The Consultant shall carry out and perform the Services in accordance with the provisions of this Contract, including without limitation, the terms of reference annexed herewith as Appendix A and in the manner set out in Appendix C.
- 2.3 The Client shall be responsible to comply with its obligations set forth in Appendix D and make payments to the Consultant based on the monthly rates for the Consultant's Core Staff and the Additional Personnel as set forth in Appendix E hereof and in accordance with the provisions of this Contract.
- 2.4 The Consultant shall plan, monitor and control all aspects of the Project to achieve on- schedule delivery of the Project, in compliance with the quality standards specified by the Client for the various components of the Project, within the estimated budget. Without prejudice to the generality of the foregoing, the Consultant shall:
- (i) perform the Services as detailed in the TOR and each Work Order and Supplementary Work Order, including any services that are reasonably inferable therefrom in accordance with Good Design, Engineering and Construction Practices;
 - (ii) be responsible for the planning, integration and administration of the Project;
 - (iii) coordinate and manage works related to the Project;
 - (iv) monitor the progress of various components of the Project and the performance of the contractors, other consultants, design professionals and other entities involved in execution of the Project;
 - (v) identify risks, problems and issues related to the Project and escalate them as appropriate;
 - (vi) coordinate and liaison with the contractors, other consultants and other

- entities involved in the development of the Project;
- (vii) ensure effective communication between the various entities involved in the execution of the Project, governmental authorities and other stakeholders;
- (viii) arrange meetings with various entities, in consultation with the Client and maintain records of the proceedings;
- (ix) manage resources made available for the Project; and
- (x) maintain relevant documentation related to the Project.

3. **PRIORITY OF DOCUMENTS**

The Cover Agreement and other documents comprising this Contract are to be taken as mutually explanatory. The Parties expressly agree that to the extent of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting this Contract, the documents shall be interpreted in the following order of precedence:

- (i) the Cover Agreement will override all provisions of other documents comprising this Contract;
- (ii) the provisions of the SCC shall be subject to the Cover Agreement, but shall override all provisions of other documents comprising this Contract;
- (iii) the provisions of the GCC shall be subject to the Cover Agreement and the SCC, but shall take precedence over all other documents comprising this Contract;
- (iv) the Appendices shall be subject to each of the Cover Agreement, SCC and the GCC; and
- (v) within each of the documents comprising this Contract, in case of any ambiguities or discrepancies, the specific clause relevant to the issue will prevail over the general clauses.

4. **WORK ORDERS**

- 4.1 The first Work Order to be undertaken by the Core Staff and to be completed within one (1) year of the Effective Date is set forth in Appendix J hereto. In the event the Client exercises its option to extend the term of this Contract beyond the First Year or any Subsequent Year (as the case may be) in accordance with Clause 2.3 of the SCC, the Client shall, in consultation with the Consultant, issue specific Work Orders in respect of each such Subsequent Year, which shall be subject to the terms and conditions of this Contract.
- 4.2 The Work Orders shall contain detailed provisions regarding the scope of Services, staffing level (including the Core Staff and Additional Personnel expected to be deployed for performance of the Services), quantum of work required from the Core Staff and the Additional Personnel, a list of approved sub-consultants (based on the list of proposed sub-consultants provided by the Consultant), deliverables and the milestones in respect of each deliverable under such Work Order, schedule for submission of deliverables, payment schedule, Work Order Value and other such issues in respect of the Services to be performed by the Consultant. Subject to adjustment of the rates and Contract Fee Ceiling in accordance with the provisions of this Contract, the sum of the aggregate fees payable to the Consultant in respect of all Work Orders and Supplementary Work Orders issued during the term of this Contract shall not exceed the

Contract Value Ceiling as set forth in Appendix E.

- 4.3 The Yearly Fee Ceilings, Yearly Contract Value Ceilings for the First Year and for each Subsequent Year and the Contract Fee Ceiling are as set forth in Appendix E. The deliverables, the monthly milestones in respect of each deliverable and the maximum fee payable in respect of each milestone of every deliverable (as a percentage of the Work Order Value) for the Services to be performed in the First Year is as set forth in Appendix J and Clause 6.6 of the SCC. The Parties agree that, except for the Yearly Fee Ceiling for the First Year which shall not be subject to change except as expressly provided in this Contract, the Yearly Fee Ceiling for any Subsequent Year may be subject to a proportionate increase or decrease at the time of issuance of a Work Order in the event the Client increases or reduces the level of deployment as set forth in the RFP.
- 4.4 In respect of each Subsequent Year, the Client shall at least sixty (60) days prior to the commencement of each Subsequent Year, consult with the Consultant on the level of deployment and effort of the Core Staff and Additional Personnel, as applicable, required by the Consultant in respect of each deliverable under the Work Order to be issued by the Client for the immediately Subsequent Year and the division of such man-months between the Core Staff and the Additional Personnel. The Client shall also consult with the Consultant regarding identification of the milestones in respect of each deliverable under a Work Order and the maximum fee payable in respect of a milestone of every deliverable to be specified in the Work Order.
- 4.5 The Consultant shall, no later than ninety (90) days prior to each Subsequent Year, also provide to the Client a list of sub-consultants (together with details of the experience of such proposed sub-consultants) that it proposes to engage in relation to the Services to be rendered in such Subsequent Year and also such other details as may be sought by the Client.
- 4.6 The Consultant agrees and acknowledges that it would be obliged to effect the Services set out in any Work Order even if it disputes the quantum of work required from the Core Staff and the Additional Personnel, milestones identified or any other particulars as set forth therein. Pending resolution of such dispute in accordance with Clause 5 of the Cover Agreement, the Client will pay for the milestones achieved under such Work Order as per the terms thereof.

5. **GOVERNING LAW. DISPUTE RESOLUTION**

- 5.1 This Contract shall be governed by and be construed and interpreted in accordance with Indian law and subject to Clause 5.2 below, the courts of New Delhi, India shall have exclusive jurisdiction over all matters arising out of or relating to this Contract.
- 5.2 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, including disputes related to its validity, interpretation, breach or termination ("**Dispute**"), 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 Party raising the Dispute notifies the same to the other Party, either Party may refer such Dispute for arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the Parties; {provided that in case the Consultant is a joint venture consortium, the arbitrator agreed between the Member

in Charge and the Client shall be deemed to have been appointed by the Member in Charge on behalf of all the Members}. In case of failure of the Parties to mutually agree on a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each of the Client and the Consultant shall appoint one arbitrator {(in case the Consultant is a joint venture consortium, the arbitrator designated by the Member in Charge shall be deemed to have been jointly appointed by all Members)} and the two arbitrators 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 Parties shall use their reasonable efforts to facilitate the conduct of the arbitration proceedings in an expeditious manner and the award rendered by the arbitral tribunal shall be final and binding on the Parties. In case of a sole arbitrator, the costs and expenses of the sole arbitrator shall be shared equally between the Parties and in case the arbitral panel consists of three arbitrators, each Party shall bear the cost of the arbitrator appointed by it and the costs of the third/presiding arbitrator shall be shared equally between the Parties, provided that the arbitral tribunal shall have the power to make an order in respect of costs. The Parties agree that nothing contained herein shall restrict or impair the power of the arbitral panel to make an award in respect of the costs and expenses of the arbitral proceedings and the apportionment thereof.

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 DMICDC

BY AUTHORISED REPRESENTATIVE

Name:

Designation:

FOR AND ON BEHALF OF [CONSULTANT]⁴

⁴ ***Note: In case the Consultant is a consortium/unincorporated joint venture, each of the Members to execute the Contract.***

BY AUTHORISED REPRESENTATIVE

Name:

Designation

Witness

Signature:

Name:

Address:

Witness

Signature:

Name:

Address:

II. GENERAL CONDITIONS (GCC) OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) **“Additional Personnel”** means personnel other than the Core Staff engaged by the Consultant in respect of the Services, in accordance with the terms of this Contract;
- (b) **“Advance Payment Bond”** has the meaning ascribed thereto in Clause 6.3 of the GCC;
- (c) **“Applicable Law”** means all applicable laws of the Government’s country, including statutes, bye-laws, rules, regulations, notifications, circulars, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, made pursuant thereto, all applicable schemes, guidelines, administrative and departmental regulations of governmental authorities having authority or jurisdiction in relation to the Project or any part thereof or having authority or jurisdiction in relation to the performance or discharge of the respective rights and obligations of the Parties hereunder, all judgments, decrees, injunctions and orders of any court or tribunal of competent jurisdiction and any other instruments having the force of law in the Government’s country as they may be issued and in force from time to time;
- (d) **“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 fifty percent (50%); and the terms **“Controlling”** and **“Controlled by”** shall be construed accordingly. {Further, if the Consultant is a joint venture consortium, any reference to an Affiliate of the Consultant shall be deemed to include an Affiliate of any of its Members};
- (e) **“Client”** has the meaning ascribed thereto in the description of Parties in the Cover Agreement;
- (f) **“Conflict of Interest”** has the meaning set forth in Clause 3.2.1 of the GCC;
- (g) **“Consultant”** has the meaning ascribed thereto in the description of Parties in the Cover Agreement;
- (h) **“Contract”** has the meaning ascribed thereto in Clause 1 of the Cover Agreement;
- (i) **“Contract Fee Ceiling”** means the aggregate of the Yearly Fee Ceilings, as specified in Appendix E;
- (j) **“Contract Value Ceiling”** means the sum of the Contract Fee Ceiling OPE

- (for a three (3) year term) that may be claimed by the Consultant under this Contract;
- (k) **“Core Staff”** means the four (4) member programme management office Personnel specified in Appendix B;
 - (l) **“First Year”** has the meaning ascribed thereto in Clause 2.3 of the SCC;
 - (m) **“GCC”** means the General Conditions of Contract;
 - (n) **“Good Design, Engineering and Construction Practices”** means the best relevant international practices, methods, standards with respect to the planning, design, construction, commissioning, testing, operating, maintenance and repair of works with characteristics comparable to those of the Project, taking into account factors including the location of the Project, and without prejudice to the foregoing, shall include the performance of the Services:
 - (i) in a sound and workmanlike manner, with reasonable skill, care and diligence and applying generally accepted engineering, construction and management practices and procedures and in accordance with Applicable Laws and applicable codes and standards;
 - (ii) in an expeditious manner and without unnecessary or unreasonable delay; and
 - (iii) using appropriate internationally accepted standards in respect of consultancy and workmanship applicable to programme management services for works having characteristics comparable to those of the Project;
 - (o) **“Government”** means the Government of Client’s country;
 - (p) **“Local Currency”** means the currency of the Government;
 - (q) **“Member”** means any of the joint venture consortium members, and **“Members”** means all of the joint venture consortium members;
 - (r) **“Member in Charge”** means the joint venture consortium member designated as the member in charge or the lead member during the selection process pursuant to the RFP who shall be authorised and entitled to act on behalf of each of the Members comprising the Consultant in respect of their rights and remedies under this Contract;}
 - (s) **“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 on the Consultant;
 - (t) **“Mobilisation Advance”** has the meaning ascribed thereto in Clause 6.3 of the GCC;
 - (u) **“Party”** means the Client or the Consultant, as the case may be, and Parties means both of them;
 - (v) **“Performance Security”** means 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 this Contract, in the form set out in Appendix I (Part A) and in accordance with the provisions of the SCC;
 - (w) **“Personnel”** means persons engaged by any of the Members of the Consultant or by any Sub-consultant and assigned to the performance of the Services or any part thereof; provided always that Personnel constituting the Core Staff shall be employees of the Consultant {(or in case the Consultant is

- a joint venture consortium, employees of any of the Members));
- (x) **“Project”** means the Development of Exhibition Cum Convention Center, Dwarka, New Delhi under Delhi Mumbai Industrial Corridor Project;
 - (y) **“SCC”** means the Special Conditions of Contract;
 - (aa) **“Services”** means the work to be performed by the Consultant under this Contract;
 - (ab) **“State Government”** means the government of the State in which the Project is located;
 - (ac) **“Sub-consultant”** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 3.4 of the GCC;
 - (ad) **“Subsequent Year”** has the meaning ascribed thereto in Clause 2.3 of the SCC;
 - (ae) **“Supplementary Work Order”** has the meaning ascribed thereto in Clause 5.5.1 of the GCC;
 - (af) **“Taxes”** means all taxes, duties, levies, cess, imposts, surcharge, assessments, fees, charges and other impositions as may be levied under the Applicable Law;
 - (ag) **“Work Order”** means a work order in respect of the Services to be rendered in the First Year or any Subsequent Year, as the case may be, issued by the Client, in consultation with the Consultant, detailing the scope of Services to be performed by the Consultant, the deliverables, the milestones pertaining to each deliverable and other details as required under this Contract;
 - (ah) **“Work Order Value”** means, in respect of a Work Order or a Supplementary Work Order, as the case may be, an amount equal to the aggregate of the fees payable in respect of the deliverables under such Work Order or Supplementary Work Order, as applicable;
 - (ai) **“Yearly Contract Value Ceiling”**, in respect of the First Year and each Subsequent Year, means the sum of the Yearly Fee Ceiling for the First Year or Subsequent Year, as the case may be that may be claimed by the Consultant under this Contract for the First Year or Subsequent Year, as the case may be;
 - (aj) **“Yearly Fee Ceiling”** means the fee ceilings specified in respect of the First Year and each Subsequent Year in Appendix E.

1.2 Language

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

1.3 Location

The Services shall be performed at such locations as are specified in the RFP, this Contract or a Work Order or Supplementary Work Order and, where

the location of a particular task is not so specified, at such locations, whether in Country or elsewhere, as may be required by the Client.

1.4 Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultant may be taken or executed by the officials designated in the SCC as the representatives of the Client and the Consultant, as the case may be; provided that either Party may, from time to time, by 15 (fifteen) days' notice in writing, change its authorised representative. {In case the Consultant is a joint venture consortium, the authorised representative of the Consultant shall be an employee of the Member in Charge.} Notwithstanding anything to the contrary in this Contract, the Client's representative shall have no authority to (a) amend, alter, modify or waive any provision or term of this Contract, or (b) relieve the Consultant of any of its duties, obligations or responsibilities under this Contract or waive any failure or breach on the part of the Consultant.

1.5 Taxes and Duties

Unless otherwise specified in the SCC, the rates and the Yearly Fee Ceilings and the Contract Fee Ceiling stipulated in this Contract shall be deemed to include and the Consultant shall administer, bear and pay all direct and indirect Taxes, including any Taxes in connection with the performance of the Consultant's obligations under this Contract and the payments to be made by the Client to the Consultant.

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:

- (a) the Client having been required by any governmental authority to pay any Taxes which the Consultant is liable to bear hereunder; or
- (b) any cost actually sustained by the Client for failure by the Consultant to pay any Taxes for which it is responsible under this Contract.

1.6 Interpretation

In this Contract, unless otherwise stated or except where the context otherwise requires:

- 1.6.1 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;

- 1.6.2 a reference to any document, agreement, deed or other instrument (including, without limitation, references to this Contract) shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, novated or substituted;
- 1.6.3 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;
- 1.6.4 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;
- 1.6.5 the words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to this 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;
- 1.6.6 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;
- 1.6.7 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;
- 1.6.8 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;
- 1.6.9 references to a person (or to a word importing a person) shall be construed so as to include:
- (i) 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);
 - (ii) that person's successors in title and assigns or transferees permitted in accordance with the terms of this Contract; and
 - (iii) 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;
- 1.6.10 reference to a "**day**" shall mean a calendar day;
- 1.6.11 reference to a provision of the GCC shall be a reference to such provision as may be amended or supplemented by the SCC.

1.7 Joint and Several Liability; Collective Action by Members

- 1.7.1 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.

- 1.7.2 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:
- (i) 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;
 - (ii) 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;
 - (iii) 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 1.4 of the GCC) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Members.

1.8 **Amendment, Modification**

Modification of the terms and conditions of this Contract, including any modification of the rates or Yearly Fee Ceilings or the Contract Fee Ceiling stipulated hereunder, may only be made by written agreement between the Parties.

2. **COMMENCEMENT, COMPLETION, TERMINATION AND EXPIRY OF CONTRACT**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both the Parties or such later date as may be stated in the SCC ("**Effective Date**").

2.2 **Commencement of Services**

The Consultant shall commence the Services from the sixteenth (16th) day of the Effective Date or any date prior to that with written approval from the Client ("**Commencement Date**"). If the Consultant does not commence the Services within the aforesaid period or if the Consultant fails to provide the Performance Security within the period specified in the SCC, the Client may, by not less than seven (7) days' notice to the Consultant, declare this Agreement to be null and void and this Contract shall stand terminated in the event of such declaration and the Consultant shall be deemed to have

accepted such termination. Further, the Client may, in the event of such termination, forfeit the Performance Security as liquidated damages and not as penalty, in respect of losses and costs incurred by the Client on account of such termination; provided that in the event the Performance Security has not been submitted by the Consultant, the Client shall be entitled to forfeit the bid security and claim the remaining sum (by which the value of the Performance Security exceeds the bid security) from the Consultant. The Parties agree that the liquidated damages amounts specified herein are a genuine pre-estimate as of the date hereof of damages likely to be incurred.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.5 of the GCC, this Contract shall expire when Services have been completed to the satisfaction of the Client and all undisputed payments have been made or at the end of such time period as shall be specified in the SCC, whichever is later.

2.4 Force Majeure

2.4.1 Definition

For the purposes of this Contract, “**Force Majeure**” means an event, act, or circumstances, or combination of events, acts or circumstances, which materially and adversely affects the affected Party's performance of its obligations pursuant to the terms of this Contract, but only if and to the extent that such events, acts or circumstances are beyond the reasonable control of the affected Party, were not the fault of the affected Party, were not reasonably foreseeable at the time of execution of this Contract and could not have been prevented or overcome or mitigated by the affected Party through the exercise of Good Design, Engineering and Construction Practices. Force Majeure includes, but is not limited to war, riots, civil disorder, strikes (excluding strikes or labour disturbance at the facilities of the Consultant or Client) earthquake, fire, explosion, storm, flood or other adverse weather conditions, any unlawful or unauthorised act, failure to act, restraint or regulation, of any governmental authority (other than the Client) affecting the performance by a Party of its obligations hereunder; but shall not include the following circumstances, except to the extent that they are consequences of an event of Force Majeure:

- (a) unavailability of Personnel or unavailability, late delivery, or changes in cost of any material, equipment, services, technology, software required for the performance of the Services;
- (b) insufficiency of finances or funds, financial insolvency, financial distress or this Contract becoming onerous to perform;
- (c) failure to comply with any Applicable Law;
or
- (d) any delay or default of any Sub-consultants or Personnel.

2.4.2 No Breach of Contract

The failure of or delay by 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 to mitigate the consequences of any event of Force Majeure; and
- (b) has informed the other party as soon as possible, and in any event within a period of seven (7) days of the occurrence of the Force Majeure event:
 - (i) about the occurrence of such an event;
 - (ii) the dates of commencement and estimated cessation of such event of Force Majeure; provided that in case of a continuing Force Majeure event, the affected Party shall provide periodic reports at intervals of not more than seven (7) days; and
 - (iii) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

The affected Party shall also notify the other Party of the cessation of the Force Majeure event. 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. Further, the affected Party shall not be relieved of the performance of that part of its obligations under this Contract which is not affected by the event of Force Majeure.

2.4.3 Extension of Time

If either Party becomes unable to perform all or part of its obligations under this Contract on account of an event of Force Majeure, the affected Party shall be permitted an extension of time for the performance of such obligations to the extent affected by the event of Force Majeure and, if the Consultant is the affected Party, it shall be entitled to an extension of time for the performance of the relevant Services for a period equal to the time during which the impossibility of performance due to Force Majeure continues.

2.4.4 Payments

- 2.4.4.1 During the period of existence of an event of Force Majeure, to the extent the Consultant is unable to perform any Services as a result of such event of Force Majeure, the Consultant shall not be entitled to continue to be paid under the terms of this Contract or to be reimbursed for any costs incurred by it during such period (except to the extent such costs relate to that part of the Services that the Consultant continues to perform in accordance with the provisions of this Contract), provided that the Consultant shall be paid reasonable and properly incurred expenses in demobilising and reactivating the Services after the end of such period.
- 2.4.4.2 In the event of force majeure affecting the Project, the Consultant and the Client shall discuss and mutually agree on adjustments, if any, that may be required to the scope, level or schedule of the Services provided by the Consultant and the remuneration payable to the Consultant and any such mutually agreed changes shall be given effect by issuance of a Supplementary

Work Order by the Client.

2.5 Termination

2.5.1 By the Client

The Client may terminate the Agreement if:

- (i) the Consultant becomes insolvent or bankrupt or is unable to pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for the benefit of its creditors;
- (ii) any meeting is convened for consideration of a resolution for, or a resolution is passed for the voluntary winding up of the Consultant, or if the Consultant commences a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary proceeding under any such law, or consents to the appointment or taking possession by a receiver, liquidator, assignee (or similar official) for any part of its property;
- (iii) an involuntary proceeding against the Consultant has been commenced under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect, or in any case, proceeding or other action for the appointment of a receiver, liquidator, assignee (or similar official) for any part of its property, or for the winding up or liquidation of its affairs, or other action has been presented to a court or other governmental authority, and such proceedings are not dismissed, withdrawn or stayed within sixty (60) days of such commencement;
- (iv) a Material Adverse Effect occurs;
- (v) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 5 of the Cover Agreement;
- (vi) the Consultant submits to the Client a false statement which affects the rights, obligations or interests of the Client;
- (vii) any document, information, data or statement submitted by the Consultant in its proposal in response to the RFP, based on which the Consultant was considered eligible or successful is found to be false, incorrect or misleading; or any representation or warranty of the Consultant set forth in this Contract is found to be false, incorrect or misleading;
- (viii) there is a breach of the Consultant's obligations under Clause 3.2 of the GCC;
- (ix) the Consultant repudiates or abandons this Contract or otherwise takes any action or evidences or conveys an intention not to be bound by this Contract;
- (x) the aggregate liquidated damages payable by the Consultant under Clause 9.0 of the GCC exceed the ceiling specified thereunder;
- (xi) there is any other breach of the Consultant of the provisions of this Contract or if the Consultant does not remedy a failure in the performance of its obligations under the Contract to the satisfaction of

- the Client, within a period of sixty (60) days or such longer period as the Client may have subsequently approved in writing;
- (xii) there is any change in the structure or composition of the joint venture consortium constituting the Consultant, including the Member in Charge ceasing to act as such;
 - (xiii) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services to be performed under a Work Order or a Supplementary Work Order, as the case may be, for a continuous period of more than one hundred and twenty (120) days or an aggregate period exceeding one hundred and fifty (150) days in the First Year or in any Subsequent Year (in case the term of this Contract is extended by the Client); or
 - (xiv) the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

{The Members constituting the Consultant further agree and acknowledge that the occurrence of the events listed in this Clause 2.5.1 in respect of any Member shall be deemed to be occurrence of such event in respect of all the Members and the Consultant and the Client shall have the right to terminate this Contract in accordance with the provisions hereof.}

Upon the occurrence of the any of the events specified above, the Client shall give at least thirty (30) days' written notice to the Consultant for terminating this Contract.

For the avoidance of doubt, it is hereby clarified that the aforesaid notice period of thirty (30) days shall not be deemed to be a cure period and would be for the purpose of taking steps to bring the Services to a close in a prompt and orderly manner.

2.5.2 By the Consultant

The Consultant may terminate this Contract upon the occurrence of any of the following events:

- (a) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services to be performed under any Work Order, as the case may be, for a continuous period of more than one hundred and twenty (120) days or an aggregate period exceeding one hundred and fifty (150) days in the First Year or in any Subsequent Year (in case the term of this Contract is extended by the Client);
- (b) if the Client does not remedy a failure in the performance of its obligations under this Contract, within a period of sixty (60) days after receipt of a notification from the Consultant or within such further period as the Consultant may have subsequently approved in writing; or
- (c) If the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 5 of the Cover Agreement.

Upon the occurrence of the any of the events specified above, the Consultant may by not less than thirty (30) days' written notice to the Client terminate, this

Contract. For the avoidance of doubt, the Parties agree that the aforementioned period of thirty (30) days shall not be deemed to be a cure period and would be for the purpose of taking steps to taking over the performance of Services from the Consultant in a prompt and orderly manner.

2.5.3 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.5.1 and 2.5.2 of the GCC, the Consultant shall, immediately upon dispatch or receipt of such notice, as the case may be, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided under Clause 3.6 of the GCC.

2.5.4 Payment upon Termination

- (i) Upon termination of this Contract pursuant to Clauses 2.5.1 (other than Clauses 2.5.1(xiii) and (xiv)), the Client shall pay to the Consultant (subject to set-off in respect of any sums due from the Consultant to the Client, including any liquidated damages payable under this Clause 2.5.4 and/or under Clause 9 of the GCC), remuneration pursuant to Clause 6 of the GCC for deliverables satisfactorily completed prior to the effective date of termination and in respect of such Services, reimbursable expenditures actually incurred prior to the effective date of termination.
- (ii) Upon termination of this Contract pursuant to Clauses 2.5.1(xiii), 2.5.1(xiv) and Clause 2.5.2, the Client shall make the following payments to the Consultant (subject to set-off in respect of any sums due from the Consultant to the Client, including any liquidated damages payable under Clause 9 of the GCC):
 - (a) remuneration pursuant to Clause 6 of the GCC for Services satisfactorily performed prior to the effective date of termination and in respect of such Services; and
 - (b) reimbursement of reasonable costs incurred by the Consultant incidental to the prompt and orderly close of Services and handing over to the Client.
- (iii) In case of termination pursuant to Clause 2.5.1 (other than Clauses 2.5.1 (xiii) and (xiv)), the Client shall be entitled to forfeit and appropriate the Performance Security. In the event the termination is due to a failure of the Consultant to establish or maintain the Performance Security in the amounts and on the terms required under this Agreement, the Consultant shall be liable to pay a sum equivalent to the value of the Performance Security as prescribed under the SCC, as liquidated damages and not as penalty, in respect of losses and costs incurred by the Client on account of such termination. The Parties agree that the liquidated damages amounts specified herein are a genuine pre-estimate as of the date hereof of damages likely to be incurred. Further, without prejudice to the other rights and remedies of the Client under this Contract or at law, the Client shall be entitled to blacklist the Consultant and/or its Affiliates from participating in any tender or procurement process of the Client issued during a period of two (2) years from the date of notification of blacklisting.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant shall perform the Services and carry out its obligations hereunder in compliance with Good Design, Engineering and Construction Practices and in compliance with all Applicable Laws, codes and standards and the terms of this Contract. The Consultant shall employ appropriate advanced technology and safe methods and shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Any breach of an obligation under Clause 3.2 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 3.2 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.

For the purposes of this Contract, "**Selection Process**" shall mean the selection process adopted by the Client for the short-listing of applicants, evaluation of proposals (comprising the financial and technical proposals) of applicants, negotiations with selected applicants, and all other acts incidental thereto (including without limitation the expression of interest stage, Request for Proposal Stage, negotiation stage, etc.) prior to the execution of this Contract for selecting the bidder for appointment as the PMC.

3.2.2 **Consultant Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultant pursuant to Clause 6 of the GCC shall constitute the Consultant's sole remuneration in connection with the Contract or the Services, and the Consultant shall not and shall ensure that the Sub-consultants and any Personnel do 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 relation to the discharge of their obligations under this Contract.

3.2.3 **Consultant and Affiliates Not to Engage in Certain Activities**

The Consultant agrees, and shall procure that the Sub-consultants agree, that, during the term of the Contract and for a period of two (2) years after the termination or expiry of this Contract, the Consultant shall not and shall ensure that the Affiliates of any of the Members, its Sub-consultants and any Affiliates of the Sub-consultants, do not provide goods, works, services, loans, capital or equity (other than the Services and any continuation thereof) for any project or works resulting from or closely related to the Services; provided that the foregoing restriction shall not be applicable to any programme management/consultancy/advisory services provided to the Client in continuation of the Services hereunder or to any subsequent programme

management/consultancy/advisory services provided to the Client in accordance with the rules, guidelines, policies of the Client. Further, the Consultant shall during the course of performance of the Services and for a period of two (2) years after the expiry or termination of this Contract, ensure that there is no conflict of interest with that of the Project or the Client and to this end not enter into any arrangements (formal or informal) or undertake activities such that its interests conflict with any of its obligations under the Contract or are prejudicial to the interests of the Project or of the Client. Further the Consultant shall not and shall ensure that the Sub-consultants, the Affiliates of the foregoing and Personnel will not use improperly, for purposes of competition or gain, or pass on to others, any information or document, provided by the Client or any other persons involved in the Project.

For the purposes of this Clause 3.2.3, an 'Affiliate' shall also include a partner in the firm of the Consultant/Sub-Consultant, as the case may be, or a person who holds more than five per cent (5%) of the subscribed and paid up share capital of the Consultant/Sub-consultant, as the case may be, and any Affiliate thereof.

3.2.4 **Prohibition of Conflicting Activities**

The Consultant shall not and shall ensure that the Sub-consultants and the Personnel do not engage, either directly or indirectly, for a period of two (2) years after the termination or expiry of this Contract, in any business or professional activities which would conflict with the activities assigned to it under the Contract. Without prejudice to the generality of the foregoing, certain illustrations of activities that would be in conflict with the services assigned to the Consultant under this Contract include the Consultant, any Sub-Consultant or Affiliate would include:

- (a) providing bid advisory services to any contractors or consultants bidding in respect of any works or services related to the Project; or
- (b) being engaged by any contractor for the Project for detailed planning, supervisory services, engineering support or any other services.

3.2.5 The Consultant shall, and shall ensure that the Sub-consultant and Affiliate of the foregoing and Personnel, observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice or act or omit to act in a manner prejudicial to the interests of the Client or the Project during the Selection Process or while performing its obligations (collectively, "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Contract, the Client shall be entitled to terminate the Contract forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant or the Sub-consultants or Affiliates of the foregoing or Personnel, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Contract (including in course of performance under or pursuant to this Contract). In such an event, the Client shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Client towards, *inter alia*, time, cost

and effort of the Client, without prejudice to the Client's any other rights or remedy hereunder or in law.

- 3.2.6 Without prejudice to the rights of the Client under Clause 3.2.5 above and the other rights and remedies which the Client may have under this Contract or at law, if the Consultant or any Sub-consultants or Affiliates of the foregoing are found by the Client to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Contract, the Client shall be entitled to blacklist the Consultant and the Consultant shall not be eligible to participate in any tender (including but not limited to any request for proposal) issued during a period of 2 (two) years from the date the Consultant/any Sub-consultants or Affiliate is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment 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 Selection Process or LOA or dealing with matters concerning this Contract, or any official of the Government or the State Government or the [State SPV/City SPV/Nodal SPV] before or after the execution thereof (including in course of performance under or pursuant to this Contract), at any time prior to the expiry of one (1) 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) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of this Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or this Contract, who at any time has been or is a legal, financial or technical adviser to the Client in relation to any matter concerning the Project;
 - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Client under or pursuant to the Contract;
 - (d) **“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 the process of selection of persons for the execution of various components of the Project; or (ii) or offering or attempting to offer to any third person any material or other benefit which such person is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Selection Process or during the execution of this Contract; and

- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among the persons who have bid or proposed to submit bids in response to the RFP with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.2.8 For the purposes of Clause 3.2, where the Consultant is a joint venture consortium of Members, the reference to an Affiliate of Consultant shall be deemed to mean an Affiliate of any of the Members.

3.3. Confidentiality

3.3.1 The Consultant shall not and shall ensure that the Sub-consultants, Affiliates of the Consultant and the Sub-consultants and Personnel do not, without the prior written consent of the Client, disclose, divulge, furnish or make known or accessible to, or use for the benefit of, anyone other than the Parties hereto, the contents of this Contract, any Work Orders or Supplementary Work Orders, any proprietary or confidential information relating to the Project, the Services, any information which may come to the Consultant’s knowledge in the course of negotiations or otherwise concerning this Contract and/or the Project (including but not limited to any information provided by or pertaining to other entities involved in the Project, such as other consultants, contractors etc.) or the commercial or financial arrangements or affairs of the Client (collectively, **“Information”**); provided, however, that the Consultant may disclose Information to its Personnel and the officers, employees of the Consultant and/or its Affiliates (the Consultant’s **“Representatives”**) who have a legitimate need to know the Information for the performance of Services. The Consultant shall be responsible for informing its Representatives of the confidentiality requirements imposed by this Contract and shall be responsible for any breach of the terms and conditions hereof by its Representatives. Further, the Consultant agrees and acknowledges that monetary damages would not be an adequate compensation for the Client in the event the Consultant breaches its confidentiality obligations under this Contract and the Parties agree that in the event of a breach or threatened breach of confidentiality, the Client shall, at its option, also be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach.

3.3.2 The restrictions imposed by Clause 3.3.1 shall not apply to the disclosure of any Information by the Consultant: (i) which is now or hereafter comes into the public domain otherwise than as a result of a breach of an undertaking of confidentiality; (ii) was in the possession of the Consultant or its Representatives on a non-confidential basis at the time of its disclosure under this Contract; (iii) becomes lawfully available to the Consultant or its

- Representatives on a non-confidential basis from any source, except the Client and its Affiliates (the “**Disclosing Party**”), provided that such source was not bound by an obligation of confidentiality to the Disclosing Party or any other person with respect to such information; (iv) that is independently developed by the Consultant without reference to Information provided by the Disclosing Party; (v) that is disclosed to the legal advisers, auditors and other professional advisers of the Consultant, provided such persons are under an obligation to maintain confidentiality of such information; (vi) that is required to be disclosed by the Consultant pursuant to Applicable Laws; provided that the Consultant shall furnish only that portion of the Information which it is advised by its counsel is legally required to be disclosed and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such Information to the extent reasonably requested by the Disclosing Party; or (vii) that is approved for disclosure or release by written authorization of the Disclosing Party.
- 3.3.3 The confidentiality obligations under this Contract shall survive for a period of two (2) years ~~after~~ the expiration or termination of this Contract or for a period of three (3) years from ~~the~~ date of the latest of the disclosures made under or in relation to this Contract, whichever is later.

3.4 Consultant’s Actions Requiring Client’s Prior Approval

- 3.4.1 Notwithstanding anything contained in the Contract, the Consultant shall obtain the Client’s prior approval in writing (such approval not to be unreasonably withheld or delayed) before entering into a subcontract for the performance of any part of the Services, provided that such prior approval shall not be required in case of a sub-contract with a Sub-consultant listed in Appendix L or with a Sub-consultant listed in the Work Order for the relevant Subsequent Year. The Consultant acknowledges that notwithstanding that the selection of the Sub-consultant (including the list of the Sub-consultants in Appendix L and any Work Order) and the terms and conditions of the subcontract shall have been or may have been reviewed or approved by the Client prior to the execution of the subcontract, the Consultant shall not be relieved of any of its duties, liabilities or obligations under this Contract and shall remain fully liable for the performance of the Services pursuant to this Contract. The Consultant shall be fully responsible for the acts or omissions of Sub-consultants or Personnel and shall take the risk of Sub-consultants’ insolvency and of any acts, defaults, delay, negligence or failure by any Sub-consultants or Personnel of the Sub-consultant to perform its obligations in relation to the Services. The Client shall not be deemed to have any contractual obligation or liability to, or relationship with, any Sub-consultants or Personnel. For the avoidance of doubt, it is clarified that the Consultant shall be solely responsible for all payments to the Sub-Consultants and the Client shall not, in any manner whatsoever, be liable for any sums payable to the Sub-Consultants.
- 3.4.2 The Consultant agrees that the aggregate value of all sub-contracts with Sub-consultants in respect of the Services under a Work Order or a Supplementary Work Order shall not exceed twenty percent (20%) of the Work Order Value.
- 3.4.3 The Consultant shall obtain the Client’s prior approval in writing (such approval

not to be unreasonably withheld or delayed) for any other action that may be specified in the SCC.

3.5 Reporting Obligations

The Consultant shall submit to the Client the reports and documents specified in the TOR, in the numbers, and within the periods set forth in the said Appendix J. The Consultant shall submit progress reports containing the details specified in the TOR, on a monthly basis.

3.6 Documents Prepared by the Consultant to be the Property of the Client

- 3.6.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant pursuant to this Contract shall be the property of the Client, and the Consultant shall, no later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. All deliverables including any primary data shall also be submitted to the Client in a digital format. The Consultant may retain a copy of such documents and software. All documents or other material or equipment made available to the Consultant by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall furnish forthwith to the Client, an inventory of such documents, materials and equipment and shall return the same or otherwise dispose of the same in accordance with the instructions of the Client. Any intellectual property (including without limitation (i) rights associated with works of authorship, copyrights, moral rights, and rights of publicity; (ii) trademark, trade name, internet domain name and other forms of electronic address rights; (iii) trade secret rights, know-how; (iv) patents, designs, algorithms, and other industrial property rights; (v) all other proprietary rights of every kind and nature; and (vi) all forms of protection of any of the foregoing, including registrations, applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force) developed during the course of, or as a result of, Services hereunder including pursuant to any Work Orders or Supplementary Work Orders, shall be and remain property of Client and shall not be used by the Consultant for any purpose other than the performance of the Services hereunder; provided that the Client may, at its sole discretion, grant a royalty free license to use any such material on other projects undertaken by the Consultant subject to the terms and conditions stipulated by the Client. Any materials pertaining to the Services (including any reports and documents prepared by the Consultant), of which the ownership or the intellectual property rights do not vest with the Client under Applicable Laws, shall automatically, absolutely and irrevocably, stand assigned to the Client (without any royalty, fees or payments other than the remuneration provided for in this Contract) as and when such documents or materials are created and the Consultant agrees to execute all documents and perform such acts as may be requested by the Client for securing the rights assigned by the Consultant.

3.7 Liability of the Consultant

The Consultant's liability and the Client's remedies under this Contract shall in addition to and not in derogation of the Client's rights and remedies under Applicable Law.

3.8 Insurance to be taken out by the Consultant

The Consultant shall, within a period of thirty (30) days from the Effective Date, take out and maintain, and shall cause any Sub-consultants to take out and maintain, at the Consultant own cost (or the Sub-consultants' own cost, as the case may be) but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SCC. 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, from time to time, 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. If the Consultant or any Sub-consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client shall 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 Consultant, and the Consultant shall be liable to pay such amounts on demand by the Client. The insurance policies so procured shall mention the Client as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company in this regard.

3.9 Accounts and Audit

The Consultant shall ensure that all Sub- consultants:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Contract, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc. and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- (b) permit the Client or any person designated by the Client to periodically, and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.10 Clarification and/or Interpretation of Reports

After submission of the deliverables by the Consultant, to the satisfaction of the Client, if any clarifications are required by the Client (including without limitation on account of any ambiguity or doubts on the interpretation of any matter contained in such reports or documents), the Consultant shall, as a part of the scope of Services and at no additional cost to the Client, on receipt of a written request from the Client, provide such clarification to the satisfaction of

Client within a period of ten (10) days from the date of receipt of the request from the Client and if required by the Client, attend meetings and/or hold discussions with the Client on the same.

4.1 CONSULTANT'S PERSONNEL

4.2 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Core Staff are described in Appendix B. The Core Staff listed in Appendix B is hereby approved by the Client for performance of the Services pursuant to this Contract. If additional work is required beyond the scope of the Services specified herein, the level of effort and/or staff assigned may be increased/adjusted in accordance with a Supplementary Work Order, provided that any staff assigned shall meet the minimum qualification criteria set forth in Appendix B and any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the Contract Fee Ceiling and Yearly Fee Ceilings set forth in this Contract. Further, if any specialist consultants or subject-matter experts are required to be engaged by the Consultant in respect of the Services, in addition to the Core Staff, the Consultant shall ensure that such Additional Personnel satisfy the minimum qualification criteria set forth in Appendix B.

4.3 Removal and/or Replacement of Personnel

- 4.3.1 The Consultant shall ensure that all the key personnel constituting the Core Staff specified in Appendix B ("**Key Personnel**") shall be available during the term of this Contract. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall forthwith, and in any event within a period of thirty (30) days from the date when the relevant Key Personnel cease to be available for the Project, provide as a replacement a person of equivalent or better qualifications; provided that during the term of this Contract, the Consultant may replace not more than four (4) Key Personnel and there shall be not more than two (2) replacements for any particular position. In case of a critical vacancy, if the Consultant is unable to provide a permanent replacement within the aforementioned period, the Consultant shall, subject to approval by the Client, provide a temporary resource for no more than six (6) months. The temporary resource shall be of equivalent or better qualifications and the Consultant shall be paid no more than ninety percent (90%) of the agreed rate of the personnel being replaced. Permanent replacement personnel shall be subject to Client approval, and for the first replacement of personnel for a particular role, such permanent replacement shall be paid at ninety percent (90%) of the agreed rate of the personnel being replaced and for a subsequent replacement for such role, the permanent replacement

personnel shall be paid at eighty percent (80%) of the then applicable rate.

- 4.3.2 If the Client finds that any of the Personnel have committed misconduct or has been charged with having committed a criminal action, or if the Client has reasonable cause to be dissatisfied with the performance or conduct of any of the Personnel, then the Consultant shall, without any additional cost to the Client, at the Client's written request forthwith and in any event within a period of three (3) months from the date of the request by the Client provide as a replacement a person with qualifications and experience acceptable to the Client.
- 4.3.3 The Client shall prior to the issuance of a Work Order or Supplementary Work Order, in consultation with the Consultant, assess the requirement of Personnel (included level of deployment) for Services to be performed pursuant to a Work Order or Supplementary Work Order, as the case may be, and the Personnel deployment requirements shall be specified in the Work Order or Supplementary Work Order, as the case may be. Further, the Consultant agrees and acknowledges that, in course of performance of the Services under any Work Order or Supplementary Work Order, as the case may be, the Client may require changes in the deployment of Personnel (including substitution, removal or addition of any positions or changes in the level of seniority). Such changes in the level of deployment shall be specified through issuance of a Supplementary Work Order.

4.4 Personnel of Consultant

All Personnel of Consultant and Sub-consultants who participate in the performance of the Services shall, for all purposes, be considered employees/personnel of the Consultant. The Consultant shall pay and shall ensure that all Sub-consultants pay remuneration and benefits of such employees and withhold all Taxes in accordance with all Applicable Laws. The Consultant hereby acknowledges and agrees that the Client shall not in any manner whatsoever be liable for any labour claim or dispute that may be raised by any Personnel. The Consultant shall indemnify the Client, its Affiliates and officers, directors, shareholders, agents of the foregoing against any claims, actions, liabilities, costs and expenses (including, without limitation, legal fees) in relation to or arising out of claims by any Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

Unless otherwise specified in the SCC, the Client shall use its reasonable efforts to facilitate and assist the Consultant in:

- (i) obtaining work permits and such other documents as shall be necessary to enable the Consultant, Sub-consultants or Personnel to

- perform the Services. The Client shall assist the Consultant in procuring necessary entry and exit visas, residence permits, exchange permits and any other documents required for stay in India of the Personnel and, if appropriate, their eligible dependents;
- (ii) arranging for prompt clearance through customs of any property reasonably required for the Services. For the avoidance of doubt, the Parties agree that any import duties and other costs and expenses in respect of such materials shall be borne solely by the Consultant and the Client shall in no manner be responsible for the same;
 - (iii) arranging for the issuance 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.

The Consultant agrees and acknowledges that notwithstanding anything to the contrary in this Contract, the Consultant shall not be relieved in any manner whatsoever from the performance of its obligations under this Contract or be entitled to any extension of time or additional costs in case of any delay in procurement of visas, work permits etc. in respect of any expatriate Personnel or any delay in customs clearance of any material required for performance of the Services or any other delay attributable to officials, agents and representatives of the Government.

5.2 Access to Land

The Client shall, as required from time to time, upon reasonable prior notice and subject to the Personnel complying with all reasonable safety precautions applicable to any site(s), procure that the Consultant has free of charge, unimpeded access to those areas in the ECC site at Dwarka, New Delhi in respect of which access is required for the performance of the Services.

5.3 Information and approvals

As part of the scope of Services, the Consultant shall arrange for the submission of all data, information and documentation that are required for the Client or the [SPV/DMICDC] to apply for, obtain and maintain the permits, consents, approvals required for the Project. In the event the Consultant requires any information or documents from the Client or if any meetings with the Client or other persons are required for preparing the applications for consents, approvals or permits, the Consultant shall make any request for such information, documents and meetings within reasonable time, and sufficiently in advance to ensure that the schedule for performance of the Services is complied with and there are no delays in the execution of the Project.

5.4 Payments

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

5.5 Supplementary Work Orders

- 5.5.1 The Client may, from time to time, in consultation with the Consultant, issue a supplementary work order ("**Supplementary Work Order**") requiring the

Consultant to perform the work set out thereunder. The Client shall consult with the Consultant on the level of effort of the Core Staff and Additional Personnel, as applicable, required by the Consultant in respect of each deliverable under the Supplementary Work Order proposed to be issued by the Client and the division of such man-months or part thereof between the Core Staff and the Additional Personnel. The Client shall also consult with the Consultant regarding identification of the milestones in respect of each deliverable under such proposed Supplementary Work Order and the maximum fee payable in respect of each milestone of every deliverable to be specified in the Supplementary Work Order. Each Supplementary Work Order shall contain detailed provisions regarding the scope of Services, staffing level, quantum of work required from the Core Staff and the Additional Personnel, deliverables and the milestones in respect of each deliverable under such Supplementary Work Order, schedule for submission of deliverables, the maximum fees payable in respect of each milestone, Work Order Value and other such issues in respect of the Services to be performed by the Consultant.

- 5.5.2 The Consultant agrees and acknowledges that it would be obliged to effect the work set prescribed in any Supplementary Work Order even if it disputes the quantum of work required from the Core Staff and the Additional Personnel or any other aspects set forth therein. Pending resolution of such dispute in accordance with Clause 5 of the Cover Agreement, the Client will pay for the milestones achieved under such Supplementary Work Order as per the terms thereof in the manner specified under this Contract.
- 5.5.3 In the event that the Yearly Fee Ceiling is increased pursuant to the issuance of any Supplementary Work Order, the Performance Security shall be increased in a proportionate manner and the Consultant shall submit additional bank guarantees as Performance Security for such amount.
- 5.5.4 Without prejudice to Clause 5.5.1, the Client may by way of issuance of a Supplementary Work Order reduce or modify the scope of work set out in an already issued Work Order; provided that any reduction in the scope of work set forth in an already issued Work Order shall not exceed twenty percent (20%) of the Work Order Value of the relevant Work Order. Such Supplementary Work Order shall contain detailed provisions regarding the impact of such variation on the scope of Services, staffing level, quantum of work required from the Core Staff and the Additional Personnel, deliverables and the milestones in respect of each deliverable under such Work Order, schedule for submission of deliverables, payment schedule, Work Order Value and other such issues in respect of the Services to be performed by the Consultant under such previously issued Work Order.
- 5.5.5 The Consultant agrees and acknowledges that a Supplementary Work Order issued under Clause 5.5.4 shall be binding on it and it shall be required to perform the Services under the previously issued Work Order as it stands varied by such Supplementary Work Order even if it disputes the effect of such

variation on the quantum of work required from the Core Staff and the Additional Personnel as set forth in such previously issued Work Order. Pending resolution of such dispute in accordance with Clause 5 of the Cover Agreement, the Client will pay as per the terms of such Work Order as varied by the Supplementary Work Order.

- 5.5.6 In the event any deliverable set forth in a Supplementary Work Order is one which was required to be performed in a latter Subsequent Year, the Yearly Fee Ceiling for such latter Subsequent Year shall stand reduced to the extent of the sum payable under such Supplementary Work Order.
- 5.5.7 The Consultant agrees and acknowledges that any correction/re-performance/ performance of defective or omitted Services or any services required in view of default of the Consultant or any detailing of the Services which is required to be done in accordance with Good Design, Engineering and Construction Practices and Applicable Laws and in order to ensure that the Project meets the requirements of this Contract and functions in accordance with its intended purpose would be deemed to form part of the Services and not constitute a variation of the scope of Services.

5.6 Change in Applicable Law

If, after three (3) days prior to date of submission of the bid in response to the RFP, there is any change in the Applicable Law with respect to Taxes which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Yearly Fee Ceilings, Contract Fee Ceiling, Yearly Contract Value Ceiling, Contract Value Ceiling that may be claimed by the Consultant, as applicable. The Parties agree and acknowledge that for the purposes of this Clause 5.6, Taxes shall mean only such Taxes payable in respect of the performance of the Services under this Contract and would exclude any taxes, imposts or levies, payable on income or profession by the Consultant, the Sub-consultants or Personnel or for which any of them is obliged to account.

6. PAYMENTS TO THE CONSULTANT

6.1 Payment Terms

- 6.1.1 In consideration of the Services to be provided by the Consultant under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided in this Contract.

- 6.1.2 The Consultant shall be entitled to raise an invoice on a monthly basis in respect of Services performed in the previous calendar month. Each invoice shall stipulate the completed milestones, satisfactory completion of which shall have been certified by SPV/DMICDC prior to the thirtieth (30th) day of the previous month. For the avoidance of doubt, it is hereby clarified that (i) notwithstanding such certification of satisfactory completion by the Nodal SPV, the Client shall be entitled to verify such satisfactory completion and (ii) in the event the SPV/DMICDC fails to provide such certification in respect of the Services performed during a month prior to the thirtieth (30th) of the succeeding month, the Client shall be entitled to make payment of all undisputed sums to the Consultant. The invoice shall be submitted in three (3) copies, accompanied by the following documents:
- (a) if not previously submitted, the progress report for the immediately preceding month;
 - (b) evidence of certification of the milestones by the SPV/DMICDC;
 - (c) details of deployment of Personnel (including time-sheets and attendance records) and supporting documents. The Consultant shall provide timesheets which shall, for each Personnel, demarcate the man-months or part thereof spent by such Personnel on each milestone (including details of whether the Services performed relate to milestones due for completion in the month for which the invoice is raised or whether such Services relate to pending milestones).
- 6.1.3 The sum payable to the Consultant under each monthly invoice shall consist of the staff fees and such sum shall be determined as follows:
- (a) in the event the milestone scheduled for completion in the calendar month for which the invoice has been raised has been satisfactorily completed, the fees payable to the Consultant shall be equal to the lower of (i) fees payable based on actual deployment of the Core Staff and Additional Personnel for the Services to complete such milestone, as calculated in accordance with Clause 6.1.4; and (ii) maximum fee payable in respect of such milestone as specified in the applicable Work Order or Supplementary Work Order, as the case may be. For the avoidance of doubt it is hereby clarified that at the time of raising invoices, the Consultant shall take into account the variations to the quoted personnel rates for the Core Staff and the Additional Personnel as envisaged in Clause 6.1.6 of the GCC;
 - (b) in case the milestone that was due for completion in the calendar month for which the invoice has been raised (as per the schedule provided in the Work Order or the Supplementary Work Order, as the case may be), has not been completed (either on account of reasons attributable to the Consultant or otherwise), the fees payable to the Consultant shall be sixty percent (60%) of the lower of:
 - (i) the fees payable based on actual deployment of the Core Staff and Additional Personnel for the Services performed in relation to such milestone, as calculated in accordance with Clause 6.1.4; or
 - (ii) the percentage of the maximum fee payable for the relevant milestone (as specified in the Work Order or the Supplementary

Work Order, as applicable).

Upon satisfactory completion of such milestone, the fees payable to the Consultant shall be equal to:

- (A) the lower of (i) fees payable based on actual deployment of the Core Staff and Additional Personnel for the Services to complete such milestone, as calculated in accordance with Clause 6.1.4; and (ii) maximum fee payable in respect of such milestone as specified in the applicable Work Order or Supplementary Work Order, as the case may be;
- (B) the fees already paid to the Consultant in respect of such milestone under previous monthly invoices.

Further, the Consultant agrees and acknowledges that the provisions of this sub- clause (b) of Clause 6.1.3 shall be without prejudice to the Client's right to levy liquidated damages for delay and/or terminate this Contract;

- 6.1.4 The fees on the basis of actual deployment shall be calculated individually for each Personnel (Core Staff and Additional Personnel, as applicable) deployed in the month for which the invoice is raised and the total fees that may be claimed on the basis of actual deployment of Personnel shall be the summation of such fees for each Personnel.

The Consultant shall submit to the Client a detailed report showing the time (in man- months) spent by each of the Core Staff and the Additional Personnel. The time in man- month(s) spent by any Personnel shall be computed as per the following formula:

$$M = \text{TTS} \div (8 \times 22)$$

where-

M denotes man-months;

and

TTS denotes the Total Time Spent in hours during the period for which the invoice is raised;

provided however where $M > 1$, M shall be deemed to be equal to 1.

The fees attributable to each Personnel on an actual deployment basis shall be equal to M multiplied by the monthly rate applicable to such Personnel. For the avoidance of doubt, it is clarified that more than one monthly rate may be applicable depending on whether the benefit of indexation would be available in accordance with the terms of this Contract. To illustrate, if a Personnel has performed 0.5 man-months of work in relation to a pending milestone (for which the benefit of indexation is not available) and 0.3 man-months of work in relation to a milestone for which benefit of indexation is available, the fees based on actual deployment shall be as follows:

Total fees = (0.5 x monthly rate applicable for the First Year or Subsequent Year in which the relevant milestone was scheduled for completion) + (0.3 x monthly rate as adjusted in accordance with the indexation mechanism).

- 6.1.5 Unless the Client shall have a raised a dispute in respect of any amounts claimed under an invoice, it shall be required to make payment in respect thereof within sixty (60) days of having received the invoice complete in all particulars with relevant supporting documents.
- 6.1.6 The quoted monthly rates for the Core Staff and the Additional Personnel set forth in Appendix E shall be subjected to variation on account of (i) Clause 4.2.1; and (ii) the annual adjustments on the 1st day of completion of one year from the end of 365 days from the effective date of the contract, based on the indexation mechanism set forth in Appendix K, provided however that, the benefit of indexation would not be available for any work done in respect of the deliverables beyond the due date of completion thereof, other than where such delay arises pursuant to Clauses 2.4.3, 7.1.2 and 7.2.1 of the GCC. Any invoice raised by the Consultant shall take into account any variation permitted under this Clause 6.1.6.
- 6.1.7 Subject to adjustment of the rates and Yearly Fee Ceilings in accordance with Clauses 1.8, 5.5, 5.6 and 6.1.6, the Parties agree and acknowledge that at no time shall:
- (i) the fees payable pursuant to Clauses 6.1.2, 6.1.3 and 6.1.4 together exceed the Contract Fee Ceiling, or in case of fees payable in respect of a Work Order or Supplementary Work Order for the First Year or any Subsequent Year, exceed the applicable Yearly Fee Ceiling;
 - (ii) the aggregate sums payable pursuant to Clauses 6.1.2 and 6.1.3 together exceed the Contract Value Ceiling, or in case of sums payable in respect of a Work Order or Supplementary Work Order for the First Year or any Subsequent Year, exceed the applicable Yearly Contract Value Ceiling.
- 6.1.8 The Parties agree and acknowledge that the Client have no obligation to make, and may withhold, any payment to the Consultant at any time when the Consultant is in material breach of any term or provision of this Contract. On the payment date next succeeding the date on which all such material breaches have been remedied, the Client shall make the payments withheld due to such breaches, less any amounts paid by or on behalf of the Client in an effort to remedy any such breaches or the costs incurred by the Client as a result thereof.

6.2 Currency of Payment

The Consultant shall be paid in Indian Rupees.

6.3 Mobilisation Advance

In the event the Consultant seeks a mobilisation advance from the Client, the Consultant shall, as a condition precedent to its entitlement to payment of a mobilisation advance of a sum equivalent to five percent (5%) of the Yearly Fee Ceiling for the First Year ("**Mobilisation Advance**"), provide to the Client a legal, valid and enforceable advance payment bond in the form of a single unconditional and irrevocable bank guarantee in the form set forth in Appendix I (Part B), for an amount equivalent to one hundred ten percent (110%) of the Mobilisation Advance as security for the performance by the Consultant of its obligations under this Contract (the "**Advance Payment Bond**"). The Mobilisation Advance shall be released to the Consultant subsequent to submission of the Advance Payment Bond. Interest shall be payable on the Mobilisation Advance at a rate of ten percent (10%) per annum and the Mobilisation Advance and interest thereon shall be progressively recovered from invoice amounts by *pro rata* decrements from each of the first twelve (12) invoice amounts (prior to any other deduction that the Client is entitled to make pursuant to this Contract) for payments and in any case, in such a manner that the Mobilisation Advance and interest thereon shall be completely recovered from the first twelve (12) invoices raised by the Consultant; provided, however, if any portion of the Mobilisation Advance or interest thereon has not been recovered by the Client on or prior to payments, if any, to the Consultant in respect of the twelfth (12th) invoice, then the Client shall be entitled to recover such shortfall amount from the balance amounts payable to the Consultant under this Contract under subsequent invoices; provided that upon termination of this Contract prior to recovery of the entire Mobilisation Advance (including interest thereon), the balance Mobilisation Advance shall forthwith be recoverable from the Consultant. The Advance Payment Bond shall be released to the Consultant upon the recovery of the entire Mobilisation Advance (including interest thereon). If required, the period of the bank guarantee submitted as the Advance Payment Bond shall be extended by such period as agreed between the Consultant and the Client such that the Advance Payment Bond remains in full force and effect from the date of issue thereof until the date when the Mobilisation Advance and interest thereon is completely adjusted/recovered from payments to the Consultant.

7. EXTENSION OF TIME FOR PERFORMANCE; SUSPENSION BY THE CLIENT

7.1 Extension of Time

7.1.1 The Consultant agrees and acknowledges that time shall be of the essence in the performance of its obligations under this Contract. The Consultant must commence and proceed to carry out the Services in accordance with timelines stipulated for submission of various deliverables in Appendix J and any Work Order or Supplementary Work Order with due diligence and expedition.

7.1.2 The time period(s) specified in Appendix J or any Work Order or

Supplementary Work Order shall be extended to the extent the Consultant demonstrates to the satisfaction of the Client that the time required for completion of Services was delayed by reason of any delay which is solely attributable to a breach or default of the Client.

- 7.1.3 The Consultant shall, within seven (7) days of learning of any cause of delay specified in Clause 7.1.2 above, intimate the Client of the same with details relevant to such cause, extent and the contemplated delay upon the performance of the Services, and its plans to overcome or minimize the delay. The Parties shall mutually determine any extension of time that may be required for performance of Services affected by such breach or default of the Client. The Consultant agrees and acknowledges that any extension of time under this Clause 7.1 shall not of itself entitle the Consultant to an adjustment of the rates, the Work Order Value, Yearly Fee Ceilings, Yearly Contract Value Ceiling, the Contract Fee Ceiling, or the Contract Value Ceiling.

7.2 SUSPENSION

- 7.2.1 The Client may, from time to time and without assigning any reasons, by notice to the Consultant, suspend the carrying out of the Services or any part thereof and the Consultant shall, on the written order of the Client suspend the carrying out of the Services or any part thereof for such time or times and in such manner as the Client may reasonably require.
- 7.2.2 The Client may at any time following a suspension under this Clause 7.2 give notice to the Consultant to proceed with the Works which are the subject of the suspension. Upon receipt of such notice, to the extent that any remobilisation is required, the Consultant shall ensure that such remobilisation is achieved within such reasonable period as may be mutually agreed between the Parties.
- 7.2.3 Any period of suspension under Clause 7.2.1 shall not exceed forty-five (45) days from the date of issue of the notice of suspension in a single instance and sixty (60) days in aggregate in a period of three hundred and sixty-five (365) days and if either limit is exceeded, the Consultant may notify the Client either requiring the Client to hold discussions for mutually agreeing a schedule for resumption of Services.
- 7.2.4 Any costs reasonably incurred by the Consultant as a direct result of suspension (including any costs for demobilisation and remobilisation of Personnel) under Clause 7.2.1 shall be reimbursed by the Client to the Consultant upon receipt of an invoice therefore in respect of each month in which such costs were incurred. The Consultant shall use its best efforts to mitigate and minimise the costs and expenses it incurs as a result of such suspension.
- 7.2.5 Without prejudice to its rights under Clause 2.5.1, the Client shall have the right to direct suspension of the Services or any part thereof in the event of any default or breach of any requirement of this Contract by the Consultant for such time that the Consultant continues to be in default or breach of such requirement of the Contract and in case of such suspension, the Consultant shall not be entitled to claim any costs arising out of such suspension.

8. RESPONSIBILITY FOR ACCURACY OF PROJECT DOCUMENTS

The Consultant shall be responsible for accuracy of the Designs, drawings, plans, estimate and all other details prepared by him as part of the Services. The Consultant shall indemnify 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) to the extent related to or arising out of, whether directly or indirectly, errors, inaccuracy, negligence, omissions in the services, which might surface during implementation of the Project or thereafter. Without prejudice to the foregoing, the Consultant will also be responsible for correcting, at its own cost and risk, the drawings including any re- survey / investigations and correcting layout etc. if required during the execution of the Services.

9. DELAY LIQUIDATED DAMAGES

If the Consultant fails to complete a deliverable within the period specified in the applicable Work Order or Supplementary Work Order, except to the extent that such delay is solely on account of Force Majeure affecting the Consultant or any breach or default of the Client, the Consultant shall pay to the Client, as fixed and agreed liquidated damages, (and not as penalty) at the rate of zero decimal point five percent (0.5%) of the applicable Yearly Fee Ceiling for every week of delay in completion of such deliverable. The aggregate maximum of liquidated damages payable to the Client under this Clause shall be subject to a maximum of five percent (5%) of the Yearly Fee Ceiling for the First Year or any Subsequent Year.

The Consultant acknowledges that the terms, conditions and amounts fixed pursuant to this Clause 9 for liquidated damages are reasonable, considering the losses and costs that the Client will incur in the event of the Consultant's failure to provide each deliverable within the period specified therefor. The Parties hereby agree that the liquidated damages amounts specified herein are a genuine pre-estimate as of the date hereof of damages likely to be incurred by the Client and shall be without prejudice to the Client's right to terminate this Contract under Clause 2.5.1. The Parties agree and acknowledge that liquidated damages, if any, accruing during the First Year or any Subsequent Year, shall be payable on an annual basis at the end of the First Year or the relevant Subsequent Year, as applicable (except in case of forfeiture of the Performance Security upon termination of the Contract in which event such liquidated damages for delay shall be recoverable from the termination payment, if any, payable to the Consultant).

Liquidated damages shall be recovered from payments due to the Consultant and/or be paid to the Client by the Consultant within a period of thirty (30) days from the date of notification of liquidated damages payable by the Consultant.

10. REPRESENTATIONS, WARRANTIES AND DISCLAIMER

10.1 The Consultant represents and warrants to the Client that:

- (i) it is duly organised, validly existing and in good standing under the applicable laws of its country of incorporation;
- (ii) it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;
- (iii) 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;
- (iv) it has the financial standing and capacity to undertake the Project and perform the Services;
- (v) this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (vi) 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;
- (vii) 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.
- (viii) no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client (including without limitation the proposals submitted in course of the Selection Process) 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
- (ix) 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.

In the event the Consultant is a consortium/unincorporated joint venture, each of the Members shall be deemed to have made the foregoing representations and warranties to the Client on its own behalf and on behalf of all the other Members.

11. MISCELLANEOUS

11.1 Assignment and Charges

- (a) The Contract shall not be assigned by the Consultant save and except with prior consent in writing of the Client, which the Client shall be entitled to decline without assigning any reason whatsoever.
- (b) The Client shall, from time to time, be entitled to assign any rights, interests and obligations under this Contract to third parties.

11.2 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 to the extent related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations under this Contract; (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) death or bodily injury to any person (including any third party or any personnel of the Client) or loss of or damage to any property of the Client or any third party (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 till the final resolution of all claims for indemnification and/or contribution.

The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

11.3 Waiver

- (a) 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:
 - (i) 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;
 - (ii) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
 - (iii) shall not affect the validity or enforceability of the Contract in any manner.
- (b) 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.

11.4 Notices

Unless otherwise stated, all notices, demands and other communications 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 must be sent by hand, reputed pre-paid commercial courier,

registered post or by facsimile. Any such demand, notice or other communication shall be deemed to have been duly given when addressed to the receiving Party at the address specified in the SCC, or such other address as may be notified from time to time, and shall be deemed to be delivered (i) if personally delivered, when delivered, (ii) three (3) days after dispatch if sent within India by courier and five (5) days after dispatch if sent internationally by courier, (iii) seven (7) days after mailing, if sent by registered post, postage prepaid and (iv) if sent by facsimile, when successfully transmitted (with electronic evidence of receipt).

11.5 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.

11.6 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.

11.7 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 SCC.

11.8 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.

11.9 Agreement to Override Other Agreements

The Contract supersedes all previous agreements or arrangements between the Parties (except any agreements or arrangements which form part of this Contract), including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.

11.10 Survival

Clauses 3.2, 3.3, 3.9, 11.2 and any other provisions of this Contract which have been expressly stated to or which by their nature should survive the termination or expiry of this Contract, shall survive any termination or expiry of this Contract. Further, any termination or expiry of this Contract shall be

without prejudice to the rights and obligations of the Parties under law or any rights accrued prior to the date of such termination or expiry.

11.11 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 Clause numbers mentioned hereinafter refer to the corresponding Clauses of the GCC, to which a particular SCC relates. A SCC shall supplement the corresponding Clause of the GCC, to which it relates.

1.1(c) In Clause 1.1(c) of the GCC, the reference to “Government’s country” shall mean “India”

1.1(r) The following shall be incorporated in Clause 1.1(r) of the GCC: The Member in Charge is _____.

1.2 In Clause 1.2 of the GCC, the reference to “the language specified in the SCC” shall mean “English”.

1.4 In Clause 1.4 of the SCC, the following shall be the “the officials designated in the SCC”:

For the Client: _____

For the Consultant: _____

1.5 The following shall be added in Clause 1.5 of the GCC:
Save and except for service tax leviable under Applicable Law on the services provided by the Consultant to the Client, the rates and the Yearly Fee Ceilings and Contract Fee Ceiling set forth in this Contract includes all Taxes and all Taxes shall be to the account of and borne by the Consultant. For the avoidance of doubt, it is hereby clarified that the Client shall not be in manner responsible for any service tax liability arising in relation to the services provided by a Sub-consultant to the Consultant.

Without prejudice to the above, the Consultant shall be responsible for and bear all personal income tax obligations arising with respect to the Personnel, wherever such personal income tax obligations may arise (i.e. whether in India or abroad). Further, the Consultant shall be responsible for any labour welfare taxes and dues, social security taxes, contributions to compulsory savings funds and any other contributions relating to labour welfare and social security, required to be paid pursuant to Applicable Laws in connection with the Personnel.

2.1 The Effective Date under Clause 2.1 of the GCC shall be: _____

2.3 The following shall be added in Clause 2.3 of the GCC:

The initial term of the Contract shall, unless terminated earlier, expire on the date that is one (1) year from the Effective Date (“**First Year**”). The Consultant agrees and acknowledges that the Client may at its sole discretion, not less than thirty (30) days prior to the end of the First Year or each Subsequent Year, as applicable, notify the Consultant of an extension

of the term of this Contract in which event the term of the Contract shall be automatically extended by a further period of one (1) year, in which event the Consultant shall perform the Services at the rates stipulated hereunder and subject to the terms and conditions set forth in this Contract. Such right of automatic year by year extension at the Client's option may be exercised not beyond an aggregate term of three (3) years (taking into account the First Year). "**Subsequent Year**" shall mean each period of one (1) year commencing from the first anniversary of the Effective Date. The Consultant agrees and acknowledges that in the event the deliverables scheduled for completion in the First Year or a Subsequent Year, as the case may be, are not completed within such year, the Client may, without prejudice to its rights and remedies under this Contract and under law, extend the period of this Contract solely with respect to such deliverables; however any such extension of this Contract in respect of any pending deliverables shall not *ipso facto* entitle the Consultant to be granted a Work Order or Supplementary Work Order in respect of any other Services. The Client may seek an extension of the term of this Contract (after expiry of a period of three (3) years from the Effective Date), and such extension shall be on such terms as may be mutually agreed between the Parties.

3.7 The following shall be added in Clause 3.7 of the GCC:

- (a) Except in case of negligence, fraud or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, the Consultant 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 the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultant hereunder or the insurance proceeds available under the professional liability insurance obtained by the Consultant, whichever is higher.
- (b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties (i.e. any person other than the Client or the Consultant) caused by the Consultant or any person or firm acting on behalf of the Consultant (including Sub-consultants and Personnel) in carrying out the Services, including by way of indemnity to the Client.

3.8 The following shall be incorporated in Clause 3.8 of the GCC:

The risks and the coverage under the insurance policies to be procured by the Consultant shall be as follows:

- (a) **Third Party motor vehicle liability insurance** as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultant or its Personnel or any Sub consultants or their Personnel for the period of consultancy.
- (b) **Third Party liability insurance** with a minimum coverage, for Rs. 1.00

- million for the period of consultancy.
- (c) **Professional Liability Insurance** – The Consultant 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 three (3) years after the expiry or termination of the Contract and commencing from the Commencement Date, for an amount not less than the Contract Fee Ceiling. The Client shall be designated as a beneficiary in the professional liability insurance procured by the Consultant. In the event the Consultant does not intend to procure a separate professional liability insurance policy in respect of this Contract, the Consultant’s general professional liability insurance policy shall procure endorsement of Client’s name as a beneficiary for an amount not less than the Contract Fee Ceiling.

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 the Consultant is a joint venture consortium, the policy should be in the name of the joint venture consortium and not by the Members.

- (d) **Employer’s liability and workers’ compensation insurance**
The Consultant shall and shall ensure that all Sub-consultants procure insurance coverage in respect of the Personnel, in accordance with Applicable Laws and 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. The following provisions shall be added as Clauses 6.5 and 6.6 of the GCC:

6.5 Performance Security

The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Contract, in the form set out in Appendix I (Part A), in an amount equal to five percent (5%) of the Yearly Fee Ceiling for the First Year. Further, in the event the term of this Contract is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier,

provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to five percent (5%) of the sum of the Yearly Fee Ceiling for the applicable Subsequent Year and the Yearly Fee Ceiling for the previous Subsequent Year(s) and/or the First Year, as the case may be.

The Performance Security shall be obtained from a scheduled commercial bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). {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 the other Members.}

The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of sixty (60) days from the date of submission of the last deliverable under this Contract. If the Client shall not have received an extended/replacement Performance Security in accordance with this Clause 6.5 at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Consultant of its obligations under this Contract until such time as the Client shall receive such an extended/replacement Performance Security whereupon, subject to the terms of this Contract, the Client shall refund to the Consultant the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Contract, in /which case only the balance amount remaining shall be returned to the Consultant; provided that the Client shall not be liable to pay any interest on such balance. The Client shall return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/replacement therefor. Subject to satisfactory completion of all deliverables under this Contract, the Performance Security shall, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of one hundred eighty (180) days from the date of submission of the last deliverable under this Contract.

The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

- (a) the Consultant becomes liable to pay liquidated damages;
- (b) occurrence of any of the events listed in sub-clauses (i) through (xii) of Clause 2.5.1 of the GCC;
- (c) any material breach of the terms hereof;
and/or
- (d) without prejudice to paragraph (c) above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract.

6.6 Milestones for the First Work Order

The maximum fees (as a percentage of the Work Order Value) payable to the Consultant in respect of each completed milestone for the deliverables to be provided under the Work Order for the First Year is as follows:

S. No.	Details	Month ("D" denotes Effective Date)	Payment Percentage
1	100% core team mobilized + PMO set up including Draft PIP budgets, cash flow, schedule, procurement) + Stakeholders workshop for reviewing the master plan and finalisation of next steps	D+1	9%
	Technical Assistance documentation as listed in monthly progress report		
2	Preparation and submission of the Final Validation Study report of updated master plan.	D+2	8%
	Technical Assistance documentation as listed in monthly progress report		
3	Preparation and submission for floating of the RFQ cum RFP for selection of Preliminary Engineering and Architecture consultants.	D+3	8%
	Preparation and submission for floating of the RFQ cum RFP for selection of Transaction Advisor consultants.		
	Technical Assistance documentation as listed in monthly progress report		
4	Implementation of the Programme Management Information System (PMIS) e.g. P6 schedule, cost management module, risk register with dashboard	D+4	8%
	Preparation and submission for Statutory approvals as part of Validation services for: <ul style="list-style-type: none"> • Master plan approval by DDA • Water requirement approval by DJB • Power sourcing approval by Delhi Transco/ relevant agency • Building Height Approval by AAI • Fire safety Approvals by TAC • Urban Design Approval by DUAC • Metro Alignment Approval by DMRC • Connectivity approval by DDA 		

S. No.	Details	Month ("D" denotes Effective Date)	Payment Percentage
	Technical Assistance documentation as listed in monthly progress report		
5	Submission of execution philosophy, standard operating procedures and quality assurance plans	D+5	8%
	Technical Assistance documentation as listed in monthly progress report		
6	Draft Preliminary costing, Project Structuring, Financial feasibility, transaction advisory and bid model for PPP component of the project	D+6	8%
	Technical Assistance documentation as listed in monthly progress report		
7	Submission of approval note of PPPAC for PPP components of the project	D+7	8%
	Technical Assistance documentation as listed in monthly progress report		
8	Financing and Investment, land monetization strategy, marketing, and business development for anchor tenants, developers, investors, contractors and multilateral agencies	D+8	9%
	Technical Assistance documentation as listed in monthly progress report		
9	Preparation and submission for floating of RFQ cum RFP and Selection of Concessionaire for Phase-I development	D+9	8%
	Technical Assistance documentation as listed in monthly progress report		
10	Final Plan for next year indicating and prioritising critical steps for effective and timely implementation of the identified projects	D+10	9%
	Technical Assistance documentation as listed in monthly progress report		
11	a. Preparation of Project Model – 3D/4D	D+11	8%
	b. Manual for construction procedures including Quality, Health, Safety, Environmental Health procedures and change management approvals and consent/approvals		

S. No.	Details	Month (“D” denotes Effective Date)	Payment Percentage
	from concerned agencies.		
	Technical Assistance documentation as listed in monthly progress report		
12	Risk Management Plan covering – risk identification, qualitative risk analysis, risk response, risk monitoring and control as per clause 5.4.2.4	D+12	9%
	Technical Assistance documentation as listed in monthly progress report		