

Nagpur Metro Rail Corporation Limited
(A Joint Venture of Govt. of India & Govt. of Maharashtra)

**REQUEST FOR PROPOSALS
(RFP)**

FOR

SELECTION OF

**Project Management Consultant
for Utilities Shifting for Nagpur Metro Rail Project**

May, 2015

Mr. Brijesh Dixit
Managing Director

Nagpur Metro Rail Corporation Limited
“Metro House”, 28/2, CK Naidu Marg,
Anand Nagar, Civil Lines,
Nagpur – 440 001 (M.S.), India
Telephone : (0712) 255417

Website : www.metrorailnagpur.com; E-mail : md.nmrcl@gmail.com

Selection of Consultants



NAGPUR METRO RAIL CORPORATION LIMITED

(A Joint Venture of Govt. of India & Govt. of Maharashtra)
 "Metro House", 28/2, CK Naidu Marg, Anand Nagar,
 Civil Lines, Nagpur – 440 001, Telefax : 0712-2554217
 Website : www.metrotrainnagpur.com

REQUEST FOR PROPOSAL

NAGPUR METRO RAIL CORPORATION LIMITED (NMRCL), (hereinafter referred to as 'Employer'), invites bids for **Selection of Project Management Consultant for Utilities Shifting for Nagpur Metro Rail Project**

Sr. No.	EMD	Period of Completion	Cost of Bidding Document
1.	Rs. 1,30,000/- (Rs. One Lakh Thirty Thousand only)	32 Months	Rs. 5,000/- in D.D.

Note: Two Separate D.D. Of EMD & Cost of Bidding Document shall be in favour of Nagpur Metro Rail Corporation Ltd. Payable at Nagpur.

- 01] Bidders are advised to note the eligibility and minimum qualifying criteria specified in the Section-2 Instruction to Consultants of bid document.
- 02] **Availability of Bid Documents:** The interested Bidders may download the bidding documents from NMRCL website www.metrotrainnagpur.com from 30/04/2015 to 15/05/2015. It will be the responsibility of the bidder who is submitting the bid on downloaded bidding documents to check and see any Addendum/Corrigendum issued in the regard from the website from time to time and ensure submission of bid along with all Addendum / Corrigendum.
- 03] **Submission of Bid Documents :** The bid documents should be submitted in the office of NMRCL in the address mentioned in Sr. No. 7 of this Notice from 07/05/2015 to 15/05/2015 Upto 3.00 PM (excluding Holiday and Sundays, if any) with all documents required in accordance with bid documents.
- 04] Bid must be accompanied by a bid security of Rs. 1,30,000/- (Rupees One Lakh Thirty Thousand only) in the form as specified in the bidding documents and shall have to be valid for 90 days beyond the validity of the bid.
- 05] **Pre-bid Meeting:** Meeting will be held on 08/05/2015, at 14:30 Hrs. at the address mentioned at Sr. No. 7 below.
- 06] **Date of Receipt and Opening of Bids:** The complete bid must be delivered to the address below not later than 03.00pm on 15/05/2015 and the same shall be opened on same day at 03:30pm or as decided by NMRCL authority at the address mentioned at Sr. No. 7 below in the presence of bidders who choose to remain present. NMRCL will not be responsible for any delays in receiving the Bidding documents by the Bidder. Bids received by the post shall not be entertained / considered and shall be liable for rejection, outright.
- 07] **Address for Communication :** Office of the Managing Director, Nagpur Metro Rail Corporation Ltd. (NMRCL), "Metro House", 28/2, CK Naidu Marg, Anand Nagar, Civil Lines, Nagpur, Maharashtra, Pin Code – 440 001, Telephone : (0712) 2554217, Website : www.metrotrainnagpur.com; email : md.nmrcl@gmail.com

Executive Engineer
NMRCL

CONTENTS

Section 1.	Letter of Invitation.....	5 - 5
Section 2.	Instructions to Consultants	6 – 14
	Data Sheet	15 - 19
Section 3.	Technical Proposal - Standard Forms.....	20 - 29
Section 4.	Financial Proposal- Standard Forms.....	30 - 34
Section 5.	Eligibility Criteria and Social & Environmental Responsibility.....	35 - 35
Section 6.	Agency Policy - Corrupt and Fraudulent Practices	36 - 37
Section 7.	Terms of Reference.....	38 - 53
Section 8.	Standard Form of Contract.....	54 - 85

Section-1 Letter of Invitation

Dear Sirs,

Subject :- Selection of Project Management Consultant for Utilities Shifting for Nagpur Metro Rail Project through competitive bidding process.

1. The Managing Director, Nagpur Metro Rail Corporation Limited, Nagpur Maharashtra (India) now invites proposals to provide the following consulting services : ***Project Management Consultant for Utilities Shifting for Nagpur Metro Rail***. More details on the services are provided in the Terms of Reference.
2. All information contained in this proposal should be treated as commercially confidential and you are required to limit dissemination on a need-to-know basis.
3. For the purpose of submission of financial bids, the bidders has to quote as per the format provided for financial proposal submission along with the overall summary of financial proposal. The professional fees should consider the man-days of each experts proposed as per the Section-4.
4. A firm will be selected under selection based on consideration of quality and cost (SBQC) and procedures described in this RFP.
5. The RFP includes the following documents :

Section-1	:	Letter of Invitation
Section-2	:	Instructions to Consultants (including Data Sheet)
Section-3	:	Technical Proposal – Model Forms
Section-4	:	Financial Proposal – Model Forms
Section-5	:	Eligibility Criteria and Social and Environmental Responsibility
Section-6	:	Agency Policy – Corrupt and Fraudulent Practices
Section-7	:	Terms of Reference
Section-8	:	Standard Form of Contract
6. Please note that while all the information and data regarding this RFP is, to the best of the Client's knowledge, accurate within the considerations of scope of the proposed contract, the Client holds no responsibility for the accuracy of this information and it is the responsibility of the Bidder to check the validity of data included in this document.
7. ***Proposals will be evaluated technically and the financial bids of the qualifying firms will be opened following the technical evaluation.***
8. Confirmation of your firm's intention to submit proposal should be sent to:
9. Your proposal shall reach on or before dated 15/05/ 2015 upto 03.00 pm. at following address :

Mr. Brijesh Dixit
Managing Director
Nagpur Metro Rail Corporation Limited
"Metro House", 28/2, CK Naidu Marg,
Anand Nagar, Civil Lines,
Nagpur – 440 001 (M.S.), India

Section-2

Instructions to Consultants

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The short listed Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 The assignment shall be implemented In accordance with the phasing indicated in the Data Sheet. When the assignment includes several phases, the performance of the consultant under each phase must be to the Client's satisfaction before work begins on the next phase.
- 1.4 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. 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 Consultants.
- 1.7 The Agency only finances projects subject to its own conditions, which are set out in its financing agreement. No legal relationship exists between the Agency and any person other than the beneficiary of the financing. The Agency may be led to suspend or definitively terminate disbursements in the context of the project , without the Consultants being informed beforehand and without their being entitled to claim from the Agency any direct legal right to the amounts which, as the case may be, originate from such financing. The Consultants shall alone assume the possible consequences of unpaid amounts and disputes which may arise in the context of their relations with the beneficiary of the financing. Any communications which may be exchanged by any person other than the beneficiary of the financing and the Agency in the context of a project do not constitute, and shall not be interpreted so as to constitute, an undertaking or a stipulation by the Agency in favour of such person or to any third party.

Conflict of Interest

1.8 The Agency requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.8.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting Activities

(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

Conflicting Assignments

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client.

Conflicting Relationships

(iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Agency throughout the selection process and the execution of the Contract.

1.8.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.8.3 As pointed out in para. 1.8.1 (i) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

**Fraud and
Corruption**

- 1.9 The Agency requires that all beneficiaries of its funding, as well as Consultants participating in projects which it finances, adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract.
- 1.10 In pursuance of this policy, the Agency defines the terms set forth below as follows:
- (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - (b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (c) "collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
 - (d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- 1.11 As a result of its own investigations and findings, and in accordance with its procedures, the Agency:
- (a) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
 - (b) will cancel the portion of the funding allocated to a contract if it determines at any time that representatives of the Client were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract, without the Client having taken timely and appropriate action satisfactory to the Agency to remedy the situation;
 - (c) will declare a Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract financed by the Agency if at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract financed by the Agency.
- 1.12 The Agency reserves the right to declare a firm or individual ineligible for a stated period of time to be awarded a contract financed by the Agency, if an international or national organization has determined that such firm or individual has engaged in corrupt, fraudulent, collusive or coercive practices.

- Environmental and Social Standards**
- 1.13 The Agency will have the right to require that a provision be included in contracts which it finances, requiring bidders, suppliers, contractors and consultants to permit the Agency to inspect their accounts and records and other documents relating to contract performance and to have them audited by auditors appointed by the Agency.
- 1.14 The Consultants undertake to:
- (a) comply and procure that their Sub-consultants, if any, comply with national / international environmental and labour standards consistent with applicable law and regulations in the country of implementation of the Project, including the fundamental conventions of the National / International Labor Organization and national / international environmental treaties;
 - (b) adopt any environmental and social risk mitigations measures as defined in the environmental and social management plan or the notice of environmental and social impact issued by the Client.
- Only one Proposal**
- 1.15 Short listed Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
- 2. Clarification and Amendment of RFP Documents**
- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants who notified the Client that they will submit a proposal.
- 2.2 At any time before the submission of Proposals, the Client either at his initiative or in response to a request for clarifications may amend the RFP by issuing an addendum in writing or by electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may extend the deadline for the submission of Proposals.
- 3. Preparation of Proposals**
- 3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.
- Technical Proposal**
- 3.2 In preparing their Technical Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following :
- (i) If a Consultant considers that it may enhance its expertise for the

assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-short-listed Consultant(s), or (b) short-listed Consultants if so indicated in the Data Sheet. A short-listed Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-short-listed or short-listed Consultant(s).

- (ii) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. If the selection method is Selection under Fixed-Budget, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the country of the assignment.
- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (vi) Documents to be provided by the Consultants to the Client as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.

Language

Technical Proposal Format and Content

- 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
- (i) A brief description of the firm 's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount, and firm's contribution.
 - (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
 - (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
 - (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
 - (v) CVs. recently signed by the proposed professional staff or authorized representative submitting the proposal (Section 3F).

Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (2) years.

- (vi) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3G and 3H).
- (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (viii) Any additional information requested in the Data Sheet

3.5 The Technical Proposal shall not include any financial information,

Financial Proposals

- 3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section-4). It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.
- 3.7 The Financial Proposal should clearly estimate, as a separate amount, the taxes (including social security), duties, fees, levies, and other charges imposed in the Client's country under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of the Client's country).
- 3.8 Consultants may express the price of their services in the currency(ies) designated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).
- 3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections.
- 4.2 An authorized representative of the Consultants shall initial all pages of the Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- 4.3 The number of copies of the Proposals is indicated in the Data Sheet.
- 4.4 The Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning "Do NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, the data indicated in the Data Sheet clause-4.1.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

- 5.1 From the time the Proposals are opened to the time the Contract is awarded, Consultants who wish to contact the Client on any matter related to its Proposal should do so in writing only at the address indicated in the Data Sheet. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

- 5.3 The evaluation committee appointed by the Client shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St) . A Proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

- Financial Proposals for QBS**
- 5.4 Following the ranking of technical Proposals, when selection is based on quality only (SBQC), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para 6 of these Instructions.
- Public Opening and Evaluation of Financial Proposals (only for QCBS,FBS, and LCS)**
- 5.5 After the technical evaluation is completed the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should not be earlier than 14 days after the date of notification; such notification may be sent by registered mail or electronic mail.
- 5.6 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, the technical scores, and the total prices shall be read aloud and recorded in minutes. Copy of the minutes shall be sent to all Consultants and the Agency.
- 5.7 The Evaluation Committee will verify that the Financial Proposal is fully complete, (i.e. that all items of the Technical Proposal have been costed, failing which the Client will estimate the missing cost and add the estimate to the offered price), and correct any computational errors. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract, unless the consultant is exempted), and estimated as per para-3.7.
- 5.8 In case of SBQC, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. 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 = I) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.9 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the selected firm is invited for negotiations
- 6. Negotiations**
- 6.1 Negotiations will be held at the address indicated in the Data Sheet.

- | | | |
|---|-----|--|
| Technical negotiations | 6.2 | Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". |
| Financial negotiations | 6.3 | The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. In the case of Selection Based on Quality, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal Standard Forms. |
| Availability of Professional Staff / experts | 6.4 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. |
| Conclusion of the negotiations | 6.5 | Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. |
| 7. Award of Contract | 7.1 | After completing negotiations the Client shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the Consultants whose technical proposal did not obtain the specified minimum technical score. |
| | 7.2 | The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet. |
| 8. Confidentiality | 8.1 | Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the notification of the award of Contract. |

Instructions to Consultants

Data Sheet

Paragraph Reference

- 1.1 Name of the Client: Managing Director, Nagpur Metro Rail Corporation Limited, Nagpur, Maharashtra (India).
- 1.2 Method of selection: Selection based on consideration of Quality and Cost (SBQC)
Designation, objectives and brief description of the assignment are as follows:
Name of Assignment:
Project Management Consultant for Utilities Shifting for Nagpur Metro Rail
- Objective and Brief Description of assignment:***
To create an energy efficient Metro Rail System of International standards which will enhance the quality of life of the citizens of Nagpur and be instrumental in the overall development of the city by making it more vibrant & attractive and utilize the full potential of ‘Green Energy’ in the form of Solar, Wind etc.
To provide a safe, reliable, efficient, affordable, commuter friendly and environmentally sustainable rapid public transport system for the Nagpur Metro Region.
- 1.3 The assignment is phased:
The cost of project is presently estimated to INR 8680 Crores for both the alignment
- 1.4 A pre-proposal conference will be held: on **08/05/2015 at 15:00 Hrs** at
The Managing Director
Nagpur Metro Rail Corporation Limited
“Metro House”, 28/2, CK Naidu Marg,
Anand Nagar, Civil Lines,
Nagpur – 440 001 (M.S.), India
Telephone: +91-712-2554217 Fax: +91-712-2554217
E-mail: md.nmrcl@gmail.com
- 1.5 The Client will provide the following inputs and facilities:
Related Data available with the Department
The Consultants will have free access to all these documents in NMRCL Nagpur also during the bidding process.
- 1.8.3** The Client envisages the need for continuity for downstream work: **NO**
- 2.1** Clarifications may be requested up to the date of pre proposal conference.
The address for requesting clarifications is:
Mr. D. M. Sonavane
Officer on Special Duty (OSD)
Nagpur Metro Rail Corporation Limited
“Metro House”, 28/2, CK Naidu Marg,
Anand Nagar, Civil Lines,
Nagpur – 440 001 (M.S.), India
Telephone: +91-712-2554217 Fax: +91-712-2554217
E-mail: sonavane@metrorailnagpur.com
- 3.1** Proposals shall be submitted in the following language: **English**

- 3.3 (i)** Consultants may JV / associate with other Consultants: **NO**.
- 3.3 (ii)** The estimated number of professional staff-months required for the assignment is: 182 man months.
- 3.3 (iv)** The minimum required experience of proposed professional staff is as indicated in Table-1 of ToR.
- 3.3 (vi)** Reports that are part of the assignment must be written in the following language(s): English
- 3.4 (vii)** Training is a major component of this assignment: **NO**
- 3.4 (viii)** Additional information requested in the Technical Proposal: **NO**
- 3.6** The word office rent stands : **Deleted**.
- 3.7 Taxes – Exclusive of Service Tax as applicable at the time of payment but inclusive of all other and taxes as applicable at the time of bid submission.**
- 3.8** Consultants shall state their price component for cost incurred in the country of the Client in the national currency of the Client.
Payment of Contract Price shall be made in the client country currency.
- 3.9** Not Applicable
- 3.10** Proposals shall remain valid for **90** days from the closing date of submission of proposals.

4.1 The proposal is to be submitted as follows :

The proposal should be submitted in separation Envelopes as under.

- a] **Envelope No. 1** will state “**Earnest Money Deposit & Cost of Document**” and will contain:
- a.1] Earnest Money Deposit (EMD) payable to NMRCL shall be Rs. 1,30,000/- (Rs. One Lakh Thirty Thousand only) in the form of a FDR/TDR endorsed in favour of Managing Director, NMRCL, Nagpur drawn on any Nationalized Bank duly valid for the period of 90 days from the date of opening of Technical Proposal.
- a.2] Cost of Bidding Document payable to NMRCL shall be Rs. 5,000/- (Rs. Five Thousand only) in the form of a Demand Draft Payable at Nagpur endorsed in favour of Managing Director, NMRCL, Nagpur drawn on any Nationalized Bank.
- a.3] IT Certificate issued by Chartered Accountant / Service Tax Registration / Income Tax Permanent Account Number (PAN) details.
- a.4] Partnership Deed/Power of Attorney/Certificate of Incorporation
- b] **Envelope No. 2** will be marked as “**Technical Proposal**” and contain all the documents required for the Technical Proposal. Information shall be provided separately as per the formats & sequence given in the Section-3 : Technical Proposal – Standard Forms. The original Tender Document duly signed on each page will be part & parcel of Technical Proposal.
- c] **Envelope No. 3** will be marked “**Financial Proposal**” and contain all the documents required for the Financial Proposal separately as per the formats & sequence given in Tender Documents (Section-4 : Financial Proposal Submission Form).
- d] All the Three envelopes will be submitted in a single sealed outer Envelope, which will bear the address, Tender particulars, Consultant and the Information indicated in the Data Sheet.

The sealed Tender should be addressed and delivered strictly in person to the Tender Receiving Authority at the above-mentioned address. Postal submission shall not be entertained.

4.3 Consultant must submit the only one Proposal.

4.5 The Proposal submission address is:

The Managing Director

Nagpur Metro Rail Corporation Limited

“Metro House”, 28/2, CK Naidu Marg,

Anand Nagar, Civil Lines,

Nagpur – 440 001 (M.S.), India

Telephone: +91-712-2554217 Fax: +91-712-2554217

E-mail: md.nmcrcl@gmail.com

Proposals must be submitted no later than the following date and time:

15/05/2015 up to 03.00pm.

5.1 The address for contacting the Client is:

Mr. D. M. Sonavane

Officer on Special Duty (OSD)

Nagpur Metro Rail Corporation Limited

“Metro House”, 28/2, CK Naidu Marg,

Anand Nagar, Civil Lines,

Nagpur – 440 001 (M.S.), India

Telephone: +91-712-2554217 Fax: +91-712-2554217

E-mail: sonavane@metrorailnagpur.com

5.3 **Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:**

Criteria	<u>Points</u>
(i) The consultancy firm, which fulfills the following eligibility criteria, supported by documentary evidence with attested copy of work-order / experience certificate / completion certificate for the work executed within last 15 years maximum.	50
<ul style="list-style-type: none"> • Individual Consultant or any member of consortium should have experience at least 2 assignments for PMC in Water Supply, Sewerage, Drainage, Roads & Bridges, Buses, MRTS & Traffic Management, Social Amenities, etc., not less than Rs. 100/- crores of project cost. 	10
<ul style="list-style-type: none"> • Individual Consultant or any member of consortium should have 1 million population city in India of underground utilities like water supply / sewerage / cables experience for project worth not less than 100 crores in single EPC project. 	25
<ul style="list-style-type: none"> • Individual Consultant or any member of consortium should have experience minimum two assignment for carrying out GIS Mapping, Base Map updating and Data Integration work etc. in Water Supply, Sewerage, Drainage, Roads & Bridges, Buses, MRTS & Traffic Management, Social Amenities, etc., not less than Rs. 100/- crores of project cost. 	5
<ul style="list-style-type: none"> • Individual Consultant or any member of consortium should have experience minimum one assignment for alignment survey (100 ha.) for the Mass Rapid Transit System (MRTS) specified corridor for MRTS system. 	10

(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		10
a) Technical approach and methodology	6	
b) Work plan (realistic, implementable)	2	
c) Organization and staffing	2	

(iii) Key professional staff qualifications and competence for the assignment: **40**

a) Team Leader (1 No.)	10
b) Water Supply / Utility Expert (1 No.)	10
c) Structural/Electrical Expert (1No.)	10
d) Senior/Junior Surveyor(2Nos.)	10

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

1) General qualifications	15%
2) Experience with consultant firm	15%
3) Adequacy for the assignment (local experience will be preferred)	70%
Total weight:	100%

Total points for the four criteria:

100

The minimum technical score (St) required to pass is: **70 Points**

5.4 Not applicable

5.7 The single currency for price conversions is: **INR**

The source of official selling rates is: **Reserve Bank of India**

The date of exchange rates is: 28 days prior to closing date of submission of RFP.

5.8 In case of SBQC, the formula for determining the financial scores is the following:
 $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.

The weights given to the Technical and Financial Proposals are:

T = 0.8, and

P = 0.2

5.9 A declaration to the above effect in the form of an affidavit on stamp paper of Rs.100/- duly attested by notary/Magistrate should be submitted as per enclosed Annexure-I

ANNEXURE – I

Performa for Submission of Past Contractual Performance

(Affidavit on non-judicial stamp paper of ` 100/- duly attested by Notary/ Magistrate)

This is to certify that We, M/s _____, in submission of this offer confirms that:

- i) We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- ii) We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delay in completion, litigation history or financial failures.
- iii) Business has never been banned with us by the central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government.
- iv) We have submitted all the supporting documents and furnished all the relevant details as per prescribed format.
- v) The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- vi) We understand that in case any statement/information/document furnished by us is found to be incorrect or false, our EMD in full will be forfeited.

**SEAL, SIGNATURE AND NAME OF THE
BIDDER SIGNING THE DOCUMENT**

- 6.1 Address for contract negotiations:
The Managing Director
Nagpur Metro Rail Corporation Limited
“Metro House”, 28/2, CK Naidu Marg,
Anand Nagar, Civil Lines,
Nagpur – 440 001 (M.S.), India
Telephone: +91-712-2554217 Fax: +91-712-2554217
E-mail: md.nmrcl@gmail.com

Section-3

Technical Proposal – Standard Forms

[Comments in brackets [] provide guidance to the short listed Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Refer to paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

- 3A Technical Proposal Submission Form
- 3B Consultant’s Experience
- 3C Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
- 3D Description of the Approach, Methodology and Work Plan for Performing the Assignment
- 3E Team Composition and Task Assignments
- 3F Curriculum Vitae (CV) for Proposed Professional Staff
- 3G Staffing Schedule

3H Work Schedule

FORM-3A
TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:
The Managing Director
Nagpur Metro Rail Corporation Limited
“Metro House”, 28/2, CK Naidu Marg,
Anand Nagar, Civil Lines,
Nagpur – 440 001 (M.S.), India

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *Service Project Management Consultant for utilities Shifting for Nagpur Metro Rail* in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [insert date], we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature [Infull and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

-

FORM-3B CONSULTANT'S EXPERIENCE

Assignments carried out during the last fifteen years which best illustrate the applicant's qualifications for the proposed assignment

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

1. Assignment name:	
2. Country/Location:	
3. Name of Client:	
4. Total No. of staff-months of the assignment for staff provided by your firm:	
5. Address:	
6. Approx. value of the services provided by your firm under the contract in the equivalent INR:	
7. Start date (month/year) : Completion date (month/year):	
8. No. of professional staff-months provided by associated Consultants:	
9. Name of associated Consultants , if any:	
10. Key personnel provided by your firm (positions):	
11. Name of senior professional staff of your firm involved and functions performed (indicate most significant (profiles such as Project Director/Coordinator, Team Leader):	
12. Narrative description of Project:	

13. Project Details: Project cost in Rupees	-----
14. Project belonging to Urban Town	Yes/No
15. Project belonging to India	Yes/No
16. Survey Work	Yes/No
17. Description of actual services provided by your staff within the assignment:	
Project Management	Yes/No
Detailed Engineering	Yes/No
Supervision of Works	Yes/No
Preparation of Bid Documents and assistance in Bid processing	Yes/No

Firm's Name: _____

Note:

1. Correct and complete information should be furnished.
2. Work Order / Certificate of clients to substantiate above information shall be attached.
3. Client reserves the right to verify information given above from clients/other sources.

FORM-3C
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

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B – On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

FORM-3D
DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages max, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan In this chapter you 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 3H

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

FORM-3E
TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

FORM-3F
CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned : _____

Key Qualifications:

[Give an outline of staff member's experience and place of experience most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.]

Education:

[Summarize college/university and other specialized education of staff member. Giving names of schools, dates attended, and degrees obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last fifteen years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ Date : _____
[Signature of staff member and authorized representative of the firm] Day/Month/Year

Full name of staff member : _____

Full name of authorized representative: _____

FORM-3G STAFFING SCHEDULE¹

Name	Position	Reports Due / Activities	Months(In the Form of a Bar Chart)													Number of Months		
			1	2	3	4	5	6	7	8	9	-	-	32				
Under Lump Sum Payment																	Subtotal (1)	
																		Subtotal (2)
Under Time based Remuneration																	Subtotal (1)	
																		Subtotal (2)

Full-time: _____ Part-time: _____
 Reports Due: _____
 Activities Duration: _____

Signature: _____
 (Authorized representative)
 Full Name: _____
 Title: _____
 Address: _____

FORM-3H. ACTIVITY (WORK) SCHEDULE

(d) Field Investigation and Study Items

	[1 st , 2 nd , etc. are months from the start of assignment]												
	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	--	--	32 th	
Under Lump Sum Payment (2 Months)													
Activity (Work)													
1] Inception Report													
2] Feasibility Report													
3] Draft Report													
4] Final Report													
5] Draft Tender Document													
6] Final Tender Document													
7] Bid Evaluation (Qualification)													
8] Bid Evaluation (Financial)													
Under Time Based Remuneration (30 Months)													
Activity (Work)													
A] Supervision of works including review of designs / drawings (Both Alignment)													
B] Project Management Services including necessary reports (Both Alignment)													

B. Completion and Submission of Reports

Reports		Date of submission of Final Report
Under Lump Sum Payment		
1]	Inception Report	
2]	Feasibility Report	
3]	Draft Report	
4]	Final Report	
5]	Draft Tender Document	
6]	Final Tender Document	
7]	Draft Bid Evaluation Report (Qualification)	_____ days after opening of technical bid(s)
8]	Draft Bid Evaluation Report (Financial)	_____ days after opening of financial bid(s)
Under Time based Remuneration		
1]	Monthly Progress Report	On _____th day of every month
2]	Quarterly Progress Reports	On _____th day of last month of Quarter
3]	Yearly Progress Reports	On _____th day of last month of Year
4]	Draft Completion Report	Within _____ days on demand
5]	Final Completion Report	Within _____ days on demand
6]	Periodic Statement of Expenditure	On _____th day after completion of Project

Section-4. Financial Proposal – Standard Forms

[Comments in brackets [] provide guidance to the short listed Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in Para-4 of the Letter of Invitation.

- 4A. Financial Proposal submission form.
- 4B. Summary of costs .
- 4C. Breakdown of price per activity.
- 4D. Breakdown of remuneration per activity.
- 4E. Reimbursable per activity.
- 4F. Miscellaneous expenses.

4A-FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

The Managing Director

Nagpur Metro Rail Corporation Limited

“Metro House”, 28/2, CK Naidu Marg,

Anand Nagar, Civil Lines,

Nagpur – 440 001 (M.S.), India

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for ***Project Management Consultant for Utilities Shifting for Nagpur Metro Rail*** in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

4B-SUMMARY OF COSTS

Costs	Currency(ies)⁴	Amount(s)
Under Lump Sum based (including remuneration, reimbursable and miscellaneous expenses.)		
Under Time based (including remuneration, reimbursable and miscellaneous expenses.)		
Subtotal		
Taxes (including social security), duties, fees, levies, and other charges imposed in the Client's Country under the applicable law on the consultants, the sub consultants and their personnel (other than nationals or permanent residents of the Client's country), but excluding Service Tax as applicable at the time of payment.		
Total Amount of Financial Proposal		

⁴Local currency.

4C-BREAKDOWN OF PRICE PER ACTIVITY (Under Lump sum Based)

Activity No.: 1 to 8	Description Under Lump sum payment	
Price Component	Currency(ies)	Amount(s)
Remuneration		
Subtotal		

4D-BREAKDOWN OF REMUNERATION PER ACTIVITY (Under Lump sum Based))

Activity No.: 1 to 8			Name: Under Lump sum payment	
Names	Position	Input ⁵	Remuneration Currency(ies) Rate	Amount(s)
Key Professional staff				
Support staff				
Grand Total				

⁵Staff months, days, or hours as appropriate.

4E-REIMBURSABLE PER ACTIVITY (Under Lump sum Based)

Activity No.: 1 to 8			Name: Under Lump sum Payment		
No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1	Office rent / accommodation clerical assistance				
2	Preparation of Draft report and bid documents				
Grand Total					

4C-BREAKDOWN OF PRICE PER ACTIVITY (Under Time Based)

Activity No.: A to B	Description Under Time Based payment	
Price Component	Currency(ies)	Amount(s)
Remuneration		
Subtotal		

4D-BREAKDOWN OF REMUNERATION PER ACTIVITY (Under Time Based)

Activity No.: A to B			Name: Under Time Based payment	
Names	Position	Input ⁵	Remuneration Currency(ies) Rate	Amount(s)
Key Expert staff				
Grand Total				

⁵Staff months, days, or hours as appropriate.

4E-REIMBURSABLE PER ACTIVITY (Under Time Based)

Activity No.: A to B			Name: Under Time Based payment		
No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1	Support Staff				
Grand Total					

4F-MISCELLANEOUS EXPENSES (Under Time Based)

Activity No.: A to B			Name : Under Time Based payment		
No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1	Office rent/ furniture /Software				
2	Office accommodation				
3	Drafting reproduction of report stationery				
Grand Total					

⁶Local transportation costs are not included if local transportation is being made available by the Client. Similarly, in the project site, office rent/ accommodations / clerical assistance costs are not to be included if being made available by the Client.

Section-5

Eligibility Criteria and Social and Environmental Responsibility

– Deleted –

Section-6

Agency Policy – Corrupt and Fraudulent Practices

The Employer, the Implementing Agency and the contractors, suppliers or consultants must observe the highest standard of ethics during contract procurement and performance,

By signing the Statement of Integrity (form available as Appendix to Letter of Bid) the contractor, supplier or consultant declares that (i) *“it did not engage in any practice likely to influence the contract award process to the Employer’s detriment, and that it did not and will not get involved in any anti-competitive practice”*, and that (ii) *“the negotiation, the procurement and the performance of the contract did not and shall not give rise to any act of corruption or fraud”*.

Moreover, the Agency requires including in the Bidding Documents and Agency financed contracts a provision requiring that bidders and contractors, suppliers and consultants will permit the Agency to inspect their accounts and records relating to the procurement and performance of the Agency-financed contract, and to have them audited by auditors appointed by the Agency.

The Agency reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- reject a proposal for a contract award if it is established that during the selection process the bidder that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anticompetitive practices in view of being awarded the Contract;
- declare misprocurement when it is established that, at any time, the Employer, the contractor, the supplier, the consultant or its representatives have engaged in acts of corruption, fraud or anti-competitive practices during the contract procurement or performance without the Employer having taken appropriate action in due time satisfactory to the Agency to remedy the situation, including by failing to inform the Agency at the time they knew of such practices.

The Agency defines, for the purposes of this provision, the terms set forth below as follows:

(a) Corruption of a public officer means:

- the act of promising, offering or giving to a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity; or
- the act by which a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity.

(b) A *“public officer”* shall be construed as meaning:

- any person who holds a legislative, executive, administrative or judicial mandate (within the State of the Employer) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;
- any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;

- any other person defined as a public officer by the national laws of the Employer.
- (c) Corruption of a private person means:
- the act of promising, offering or giving to any person other than a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or
 - the act by which any person other than a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
- (d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
- (e) Anti-competitive practices means:
- any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply.
 - any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it.
 - any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

Section-7

Terms of Reference

1.0] Introduction :-

Nagpur, the second capital of the state of Maharashtra is also the third largest city in the state and 13th largest urban conglomeration in India with area of 217 Sq. Km while the Nagpur Metro Region has a population of around 35 lakhs and an area of around 3576 Sq. Km. The city boasts of being the geographical center of the nation along with being the ‘Orange City’ as well as the ‘Tiger Capital of India’ as it is a Gateway to several tiger reserves in Central India. MIHAN (Multi-modal International Cargo Hub at Nagpur) Project is all set to give a big boost to the economic development of the region in general and the city in particular by creating employment potential of atleast 2 lakh jobs.

2.0] Background :-

With the growing economic activity, it is necessary to plan for the infrastructure development so as to support the growth of the city. One of the major impacts of economic development will be increased traffic on the city roads. Currently the Public Transportation System contributes only 10% of the total trips. The motorized transport is dominated by two wheelers (28%) and so is the vehicle ownership in the city (84% of all owned vehicles are two wheelers).

To execute the project, the Cabinet approved setting up of Nagpur Metro Rail Corporation Limited which will be set up as a 50:50 jointly owned company of the Government of India and the Government of Maharashtra. While Urban Development Secretary will be the Chairman of that Corporation, the Managing Director will be nominated by the Maharashtra Government. The company will have 10 nominee Directors on its Board. These would be five nominees of the Government of India and five nominees of the Government of Maharashtra.

The project is scheduled to be completed by March 2018.

Nagpur Metro Rail Corporation Limited (NMRCL) is a Special Purpose Vehicle (SPV) created for the smooth implementation and operations of the Nagpur Metro Rail Project and is a joint venture of Government of India & Government of Maharashtra, with 50:50 equity. NMRCL shall be solely responsible for the successful and timely completion of the project & its operations subsequently.

Nagpur Metro Rail Project will consist of 38.215 Km metro corridor, 36 stations and 2 Depots. The entire stretch will be divided into 2 alignments or corridors as follows:

Alignment	Corridor	Rail Length	No of Stations
1	North – South Corridor	19.658 Km	17
2	East – West Corridor	18.557 Km	19

Corridor 1 (North-South) : Automotive Square — Mihan Route Length — 19.658 kilometers Number of Stations — All Elevated except Airport to MIHAN City route Link to other Corridors — At Munje Square			Corridor 2 (East West) : Prajapati Nagar — Lokmanya Nagar Route Length — 18.557 kilometers Number of Stations — All Elevated Link to other Corridors — At Munje Square		
1	Automotive Square	Elevated	1	Prajapati Nagar	Elevated
2	Nari Road	Elevated	2	Vaishno Devi Square	Elevated
3	Indora Square	Elevated	3	Ambedkar Square	Elevated
4	Kadbi Square	Elevated	4	Telephone Exchange	Elevated
5	Gaddigodam Square	Elevated	5	Chitaroli Square	Elevated
6	Kasturchand Park	Elevated	6	Agrasen Square	Elevated
7	Zero Mile	Elevated	7	Dosar Vaisya Square	Elevated
8	Sitabuldi (Interchange)	Elevated	8	Nagpur Railway Station	Elevated
9	Congress Nagar	Elevated	9	Sitaburdi (Interchange)	Elevated
10	Rahate Colony	Elevated	10	Jhansi Rani Square	Elevated
11	Ajni Square	Elevated	11	Institute of Engineers	Elevated
12	Chhatrapati Square	Elevated	12	Bank of India, Shankar Nagar	Elevated
13	Jaiprakash Nagar	Elevated	13	LAD Square	Elevated
14	Ujwal Nagar	Elevated	14	Dharampeth Science College	Elevated
15	Old Airport	At Grade	15	Subhash Nagar	Elevated
16	New Airport	At Grade	16	Rachana Ring Road Junction	Elevated
17	Khapri	Elevated	17	Vasudev Nagar	Elevated
			18	Bansi Nagar	Elevated
			19	Lokmanya Nagar, Depot	Elevated

3.0] Vision :-

To create an energy efficient Metro Rail System of International standard which will enhance the quality of life of the citizens of Nagpur and be instrumental in the overall development of the city by making it more vibrant & attractive and utilize the full potential of ‘Green Energy’ in the form of Solar, Wind, etc.,

4.0] Mission :-

To provide a safe, reliable, efficient, affordable, commuter friendly and environmentally sustainable rapid public transport system for the Nagpur Metro Region.

5.0] Scope of Work :-

- Identification of existing Utilities with the project component.
- Co-ordination with respective departments.
- Providing feasibility / solution for shifting of utilities

- Preparation of comprehensive plan to execute to shift for utilities.
- Detailed cost estimates for the shifting of utilities.
- Preparation of tender document for selection of contractor for shifting of utilities.
- Assist NMRCL to manage complete bid process management.
- Comprehensive communication strategy with stakeholders of utilities.
- Preparation of mitigation plan to affected population, institutions while shutdown / shifting in consultation with respective utility service provider.
- All back office support to NMRCL officials including drafting of letters, preparation of report, conducting the meetings, preparation of MoM, follow up action, preparation of notifications, preparation of NIT, preparation of advertisement, public notice related to utility shifting.
- Preparation of final drawing of all utilities shifting and the submission of final reference drawings in hard and soft copy in six sets to client.
- Project Management Consultancy :-

Project Management Consultancy upto implementation of infrastructure development plan. This task scope as follows.

1.1] Contract Management :-

(a) Program :-

- (i) The PMC shall obtain PERT/CPM chart and project budget and monitor the construction program of each of the Contractor, with the objective of determining if the progress of work is as projected in the program. This task shall, inter alia, include a review of each of the Contractor's resources, equipment, arrangements and proposed methodology for the execution of the Works. The PMC shall advise the Client on the need to issue a notice to the Contractor to revise the program showing the modifications necessary to achieve completion within the Time of Completion, in accordance with the Contract and shall draft such a notice in accordance with the Contracts. The PMC shall also advise the Client on the need for the Contractor to take such steps as are necessary to comply with the original or revised program. The PMC shall review all revised construction programs and continue to monitor the same until construction completion date and advise the Owner accordingly. The PMC shall provide NMRCL an integrated program, based on each Contractor's program, which will demonstrate that the programs are appropriately linked and that the project will achieve the Tests on completion within the Time for Completion, as defined in the Contracts.
- (ii) The PMC shall be responsible for providing the Contractor with the Owner's deliverables, as defined in the Contract or as identified in the Construction Program of the Contractor. Owner's deliverables shall include Owner's approvals, statutory consents, data and documents. The PMC shall take all necessary actions to comply with the time frames, defined in the Contract and/or the Construction Program of the Contractor.

- (iii) The PMC shall review the Contractor's monthly progress reports and take all necessary action to ensure compliance with the requirements of the Contract
- (b) Review of Construction documents:
 - (i) The PMC shall review the construction documents, submitted by the Contractor in accordance with the Contract. The PMC will perform the review with the objective of determining compliance with the specifications and scope of work, defined in the Contract and for ensuring that the construction drawings is in accordance with Prudent Practices, as defined in the Contracts.

All Contractor deliverables will be provided in an electronic form to facilitate quick transmission in addition to a hard copy.
 - (ii) The PMC shall review construction documents, and shall submit a copy to NMRCL for comments, immediately on receipt from the Contractor. The PMC shall coordinate the review process with the NMRCL and obtain appropriate certification of the construction document from the NMRCL.
 - (iii) The PMC shall consolidate his comments and the NMRCL comments and request clarifications from the Contractor, if any are required, within five days from the date of receipt of the construction documents from the Contractor. The PMC shall notify the Contractor, within 10 days from the date of receipt of the document that the construction document does not comply with the requirements of the Contract, stating with reasonable specificity the reasons why the PMC considers that the requirements of the Contract are not met. The PMC shall review the rectified document and repeat the process till such a time that the construction documents comply with the requirements of the Contract. The PMC shall at all the times act in accordance with the time frames defined in the Contract for review of Construction documents.
 - (iv) The PMC shall draft and forward to NMRCL appropriate notices to be issued by NMRCL to the Contractor in the event that the Contractor has changed the construction documents or specifications or is non-compliant with the Contract. Such notice shall quote the appropriate contract reference under which the default has occurred and also the contract reference under which the notice is being issued.
- (c) Construction Supervision and Quality Assurance :-
 - (i) The PMC will inspect, examine and monitor the work performed by the Contractor to confirm the adequacy of the Contractor's inspection effort and work is performed as per the Contract.
 - (ii) The PMC shall review the Contractor's proposed Quality Assurance System, with the objective of determining compliance with the requirement, defined in the Contract. The PMC shall also review periodic documents, provided by the Contractor in accordance with the Contract, which include details of procedures being followed by the Contractor to ensure quality and achieved quality statements. For the avoidance of

doubt, it is clarified that the PMC has the entitlement under the respective contracts to carry out auditing of the Contractor's quality programme.

- (iii) The PMC shall advise the NMRCL of the corrective action to be taken by the Contractor to rectify any shortfall in any aspect of the quality assurance system and shall draft appropriate correspondence for issue by the Owner to the Contractor. The PMC shall certify that the Contractor has rectified the defect such that the quality assurance system is in compliance with the requirements of the Contract.
- (d) Testing of Plant, Material and Workmanship:
- (i) The PMC shall participate in all performance, material or equipment or plant test that the Contractor proposes to do, or is required to be performed as design or material standards defined in the Contracts, either at the Manufacturer's Site or at the project sites, with prior notice to the Contractor, in accordance with the Contract. NMRCL shall reimburse on an actual cost basis the travel expenses for outstation trips that the PMC will incur in this regard on terms, which the PMC shall pre-agree with NMRCL.
 - (ii) The PMC shall inspect, examine and monitor the work, being performed by the Contractor, with the objective of determining compliance with the requirements of Contract and/or Indian standards for material and workmanship.
 - (iii) The PMC shall advise the NMRCL of the requirement to re-perform any failed test or to replace a rejected material, in accordance with the relevant material or design standard, immediately on becoming aware of the defect. The PMC shall draft appropriate correspondence for issue by the Owner to the Contractor, in accordance with the Contracts in this regard.
 - (iv) The PMC shall acknowledge certification by Contractor of compliance of plant, material or workmanship with the requirements of the Contract.
- (d) Claims control and Extension of Time:
- (i) Claims control :-

The PMC shall review the Contract and other documents such as the Contractor's proposals, Owner's data and Owner's deliverables, with the objective of identifying potential areas or situations, where the Contractor could make a claim for extension of time or for adjustment of Contract Price. The PMC shall prepare and implement an action plan to mitigate such risks and to minimize claims by the Contractor. The PMC shall present the action plan, within one month of commencement of the assignment and obtain the approval for any expense that may be required to be made in this regard.
 - (ii) Extension of Time :-
 - (a) The Contract defines the situations, in which the Contractor is entitled to claim an extension of time. On receipt of an application

from the Contractor for extension of time, the PMC shall establish, using appropriate methods and data, the validity of the Contractor's entitlement to make such an application, in accordance with the relevant provisions of the Contract. The PMC shall determine the quantum of the extension of time to be granted. The PMC shall present his determination of the aforementioned quantum, within ten days of the date of receipt of the Contractor's application, stating with reasonable specificity.

- (b) Extension of time shall be given without any cost implication.
 - (c) Any additional work required for completion of work shall not be a reason for extension of time.
- (e) Variations:
- (i) The PMC shall continuously review the Construction Documents, Scope of Work, Contractor's methodology and Work Program, with the objective of evolving options for reducing the Construction Cost and/or reducing the construction time without increase in construction cost. Based on the review and, if feasible, the PMC shall prepare a proposal for consideration of NMRCL, which may reduce cost of construction and/or reduce the construction time, without increase in construction cost. In all the above cases, the performance standards, defined in the Contract shall not be diluted or amended.
 - (ii) On acceptance of the PMC's proposal by NMRCL, the PMC shall request the Contractor's cost proposal for implementing the PMC's proposal. The Contractor's cost proposal, along with appropriate amendments to the Contract, if required, shall be presented to NMRCL for approval. On approval by NMRCL, the same shall be deemed as a Variation, under the Contract.
 - (iii) The PMC shall also be responsible for evaluating proposals received from the Contractor requesting for a variation, in accordance with the Contracts. Where necessary the PMC shall obtain relevant information in support of the Contractor's proposal from the Contractor, in accordance with the Contracts. The PMC shall present to NMRCL the basis of its evaluation; outcome of its evaluation clearly delineating the benefits of the Contractor's proposal to NMRCL and the additional cost that NMRCL may incur in the process, along with a recommendation to accept or reject the Contractor's proposal.
 - (iv) The PMC shall act in accordance with the time frames defined in the Contracts in this regard.
- (g) Notices and Documentation:
- (i) The PMC shall prepare, on behalf of NMRCL, all notices required to be given to the Contractor, under the Contract or to other parties as advised by NMRCL, within the time frames, mentioned in the Contract. Each notice shall quote the appropriate contract reference under which the default has occurred and also the contract reference under which the notice is being issued.

- (ii) The PMC shall prepare monthly progress reports, compile factual documentation to support all notices, instructions, claims settlement, action taken for environmental safeguards during execution, bottlenecks if any affecting the progress of works etc. and forward the same to NMRCL for information and record.
 - (iii) All communications prepared by the PMC shall be issued by PMC to the Contractor(s) and PMC shall not issue the same to the Contractor without getting concurrence of the NMRCL.
 - (iv) Ensure environmental and social safeguards.
 - (v) Ensure strict labour laws by the Contractor.
 - (vi) Obtain as Constructed drawings and maintenance Manual form the Contractor, Verify and furnish to the Client / Owner.
- (h) Compliance Monitoring:
- (i) The PMC shall monitor the work performed by the Contractor for compliance with Prudent Practices during construction, compliance of Contractor with statutory consents/conditions under consents, and point out any deviations from agreed plan/program/procedures, as per the Contract.
 - (ii) The PMC shall immediately notify NMRCL when unknown obstructions, materials or hazardous wastes at sites and/or right of way are encountered during construction or upon receipt of such evidence from Contractor
 - (iii) The PMC shall bring to NMRCL notice the consequential change in the program for Tests on Completion, as a result of revision of the construction program, sufficiently in advance.
 - (iv) The PMC shall also monitor performance during suspension periods and ensure compliance of Contractor, authorities or other entities appointed for security reasons to ensure safety and keep NMRCL informed of the same.
 - (v) The PMC shall ensure that the Contractor clear all sites and /right-of-way of all Contractor equipment, machinery, waste parts or matter or buildings / sheds / labour camps etc. at the time of hand-over by the Contractor. The PMC shall draft appropriate notices to be issued by NMRCL to the Contractor, in this regard. In the event of a default by the Contractor, the PMC shall recommend to NMRCL the next steps, in accordance with the Contracts.
 - (vi) The handing over of completed works may be directly to NMRCL along with all “as constructed” drawing sparing one set to NMRCL.
- (i) Contractor’s Conduct:
- (i) The PMC shall instruct the Contractor with prior consent from Client to remove any person employed by the Contractor, if the person in the

PMC's opinion, persists in any misconduct or is incompetent or negligent in performance of duties or fails to comply with the contract or persists in conduct which is prejudicial to safety, health or protection of the Environment. Any such instruction shall be accompanied with specific reasons and reasoned evidence for the same, in accordance with the Contract.

(j) Certification:

- (i) The PMC shall advise NMRCL on the construction, rate of progress, change in tax due to change in law, plant, material or workmanship, testing for the purposes of releasing payment to Contractor and draft necessary certification for issue by NMRCL to the Contractor upon acceptance of the same by NMRCL. The PMC shall also, with reasonable specificity, advise NMRCL on any deviations from the Contracts, which will entitle NMRCL to withhold or deduct payment (stating with contractual justification the amounts that can be deducted by NMRCL from invoice payments).
- (ii) The PMC shall also be responsible for preparing all documents for submission and tracking the progress of disputes through the dispute resolution mechanism.
- (iii) The PMC shall advise NMRCL on the valuation of works completed from time to time and package wise completion report in the prescribed format at the time of take-over of facilities by NMRCL.
- (iv) In the event of termination of the contracts, the PMC shall agree a procedure with the Contractor for handover of facilities and perform all preparatory work, including documentation, to enable NMRCL to perform its obligations in accordance with the contracts. The PMC shall verify and create an inventory list of assets, facilities, spare parts, consumable etc., which are being handed over by the Contractor. The PMC shall value & certify the value of plant, equipment, parts, material and works at sites or right of way including those which are ordered and pending to be delivered at site, in accordance with accepted principles of valuation and which can be defended by NMRCL in the event that such valuations are disputed by the Contractor.

(k) Insurance:

- (i) The PMC shall monitor the Contractor's Insurance program, with the objective that Contractor are complying with all conditions contained therein so that all insurance policies are valid and in force during the duration of the Contract and are complying with the requirements of the Contract.
- (ii) The PMC shall compile all documents necessary for NMRCL to be in compliance with the conditions of the insurance policies.
- (iii) The PMC shall also be responsible for compiling all documents, required in support of a claim by NMRCL and shall obtain all necessary documents from the Contractor, where the same are not available with

NMRCL The PMC shall interface with the insurance company to expedite claim settlement.

- (iv) The PMC shall also take insurance policies for its own employees and other aspects which are considered essential or as instructed by NMRCL compile all documents necessary for NMRCL to be in compliance with the conditions of the insurance policies.
- (l) Force Majeure:
- (i) The PMC shall provide the following information to NMRCL, promptly after becoming aware of the same:
- details of event of Force Majeure
 - instructions given to Contractor
 - safety procedures followed by the Contractor for securing the Sites and assets
 - periodic updates of status of event
 - Cost payable to the Contractor, if any
- (ii) The PMC shall agree a plan for protection of the works with the Contractor and supervise the protection works being performed by the Contractor in the event that suspension of work is necessary.
- (iii) The PMC shall intimate NMRCL of the date of cessation of the Force Majeure event.
- (iv) The PMC shall assist NMRCL in fulfilling its obligations under the contracts and Concession Agreement, which interalia may require the PMC to prepare documentation, perform analysis, co-ordinate with insurance companies etc.
- (m) Payment:
- (i) The PMC shall record measurements in measurement books at various stages of works, carry out check measurement, prepare bills and certify payments based on recorded measurements jointly with the departmental officers during each stage. In case of such of those works where measurements are hidden after completion, as in the case of foundations, reinforcements in RCC structures etc., check measurements are to be carried out immediately after each activity is completed.

Certify the Contractor's invoice and supporting documents, for compliance with the Contract, after the same has been received by NMRCL from the Contractor, within five days of the date of receipt of the invoice by NMRCL will identify anybody else to carry out check measurement of work as and when necessary. If the Contractor's payment is based on milestone linked schedule, the PMC shall verify that the same has been achieved prior to certifying the invoice for payment.

- (ii) The PMC shall draft all correspondence to be issued by NMRCL to the Contractor with respect to any clarification that is required to enable

NMRCL to make payment within the time period mentioned in the Contracts for payment.

(o) Dispute Resolution:

- (i) The PMC shall assist NMRCL in defending any contractual dispute through the dispute resolution mechanism, in accordance with the contracts. Such assistance shall, without limitation, include preparation of supporting documents, presentation of facts and measurements, investigations, analysis and other actions that may be required to support NMRCL claims.

(p) Communications:

For the avoidance of doubt, it is clarified that any communication by PMC to Contractor of acceptance of change in Construction Document, Extension of Time, Adjustment of Contract Price and/or Variations under the above sub-clauses will be done only after PMC obtains prior approval of the NMRCL.

1.2] Preparation of Monthly Progress Report :-

The PMC shall prepare a monthly progress report to enable NMRCL to submit the same to NMRCL. The Report shall include the following:

- (a) Summary of progress: summary of the progress of the Project for that Month which shall detail:
- (i) any areas of significant concern and the action being taken to resolve any significant difficulties;
 - (ii) the actual progress made during that Month against the construction schedule including a description in reasonable detail of the work carried out;
 - (iii) any matters which have come to light which are likely materially and adversely to affect the construction of the Project;
 - (iv) any potential or actual deviations from the construction schedule, Technical Requirements, Prudent Utility Practices, Performance Standards or otherwise confirmation that construction is proceeding in accordance with the construction schedule, Technical Requirements, Performance Standards and Prudent Utility Practices; and
 - (v) a commentary on the progress of construction as against the business plan.
 - (vi) The program for the subsequent month.
 - (vi) At the end of every Milestone period, actual / anticipated physical and financial progress, levy of LD for shortfall if any or any valid reason for not imposing LD.

- vii) List of permission to be obtained from other Departments such as Railways, National and State Highways, MSEB etc, and action taken against each.
 - viii) Environmental impact and mitigation action taken
 - ix) List of materials / equipment / plant supplied along with the test results.
 - x) Copies of Hydrostatic test conducted
 - xi) A set of important drawings showing the progress achieved every month from start to end
- (b) Progress Report: Separate progress report shall be furnished for each package along with one overall progress report and also Consultant is expected to prepare progress report. Consultant is expected to provide the technical clarifications as and when asked by NMRCL office and project monitoring team of Government of India, New Delhi.
- (c) Budget analysis: showing actual expenditure in that Month against the relevant budget for that period and detailing the remaining costs of the Project and the amount of committed financing available to cover such costs;
- (d) Completion: details of any changes to the proposed date of completion of construction and the reasons for such changes; and
- (e) NMRCL Approvals: written confirmation that all Clearances then required are in full force and effect including a list of such Clearances.
- (f) Litigation: details of any actual, pending or threatened material litigation, arbitration, claim or labour dispute relating to the EPC Contract

The consultants shall obtain the following documents from the works Contractor, verify them and furnish to the Client.

- PERT/CPM chart & project budget (6 copies)
- O&M Manual (6 copies)

1.3] Interface Management :-

The PMC shall be responsible for managing interface with the following entities, with respect to all issues related with the Contract and its performance:

- (a) Between Contractor
- (b) Statutory Agencies including local authorities

1.4] Co-ordination Procedures :-

The PMC is responsible to develop co-ordination procedures that describe how the major interfaces between the NMRCL and its Contractor, and the regulatory authorities, are to be managed and administered. These should be developed within a period of two months from the start of the assignment and an electronic version shall be provided to NMRCL along with six printed copies.

A typical set of co-ordination procedures will address the following:

- (a) General execution requirements;
- (b) Project Organization and responsibilities;
- (c) Interface management;
- (d) Project execution planning;
- (e) Scheduling and control;
- (f) Progress measurement;
- (g) Change control;
- (h) Data management and security;
- (i) Correspondence;
- (j) Construction document Review;
- (k) Quality assurance and quality control;
- (l) Environmental;
- (m) Occupational health and safety;
- (n) Completion and Take-over of the Facilities;
- (o) Cost Control;
- (p) Progress measurement, interim payment certification and payment;
- (q) Final measurement and payment.

1.5] PMC Additional Responsibility :-

The PMC Representative shall be responsible for providing necessary manpower, travel arrangements, equipment, office space & furniture, computers & peripherals, communication equipment, electricity, water, lodging & boarding of its staff members, software, staff and other insurance, vehicles, stationery, licenses for utilizing software/intellectual property etc., for performing the services during the duration of the Contract.

The PMC shall provide six printed copies of all outputs to be submitted to NMRCL during the course of the assignment, along with an electronic version of the same. Title to all outputs provided as part of the assignment shall vest with NMRCL provided that NMRCL has paid all sums due and payable to the Consultant, in accordance with the Consultancy Contract.

1.7] Support from NMRCL:-

- (a) NMRCL shall provide a copy of all data/information provided to the Contractor, prior to the date of execution of the Contracts.
- (b) NMRCL shall provide the Consultant with one copy of the executed Contracts at the start of the assignment under the condition that the contents of the same are kept confidential and the same shall only be utilized in the performance of the assignment.
- (c) NMRCL shall procure all clearances, permits etc. required to be procured by NMRCL in accordance with the Contracts.

- (d) NMRCL shall nominate a single point of contact at Nagpur Office with whom the PMC shall liaise on all matters related to the assignment.

6.0] Price Escalation:-

Price escalation will be applicable after 1(one) year and link with the Consumer Price Index [CPI] (new series) for Nagpur center as per the Gazette published by the State Government for all commodities prepared by the office of Economic Adviser, Ministry of Industry, Government of India, as from the corresponding figures there of on the date 30 days prior to the receipt of Letter of Intent (LOI).

For guiding formulae to be used to calculate Price Variation in Rupees for consultancy services as below.

Price Variation Amount:-
$$V_L = \frac{W \times Y}{100} \times \frac{CPI_n}{CPI_o}$$

V_L - Variation in labors cost (increase or decrease in the amount in Rs. to be Paid or recovered.)

W – Cost of work done in a month or period as indicated in clause 7 (b) of section – 7

Y – Component of labors expressed as a percentage of total value of work. (0.80)

CPI_n - Consumer price index for Urban area as applicable for industrial labor at Nagpur.

CPI_o – Consumes price Index for Urban area as applicable for Industrial labors at Nagpur on 30 days before the due date of bid submission.

7.0 Payment Terms & Conditions :-

- (a) Under Lump sum items including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the related Services.

This lump sum Payment shall be made according to the following schedule (percentage of approved price for lump sum remuneration part) :

Execution period – **Two months**

Sr.No.	Deliverables	Period-	Payment %	Probable Amount
--------	--------------	---------	-----------	-----------------

		progressive		
1	Inception Report	15 days	30 %	
2	Feasibility Report			
3	Draft Report			
4	Final Report			
5	Draft Tender Document	30 days	20%	
6	Final tender Document			
7	Bid Calling Receipt & evaluation	60 days	50%	
8	Bid acceptance & award of contract & commencement of work			

- (b) Under Time based remuneration including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the related Services.

This time based Payment (100% of the total fees quoted) shall be made according to the following schedule (percentage of approved price for time based remuneration part):

Sr. No.	Stage of Payment	Percentage fees due
(1)	(2)	(3)
01]	Fees shall be paid every month for the contract period in proportionate to total contract value for the work during Construction period of 30 months shall be paid every month in equal (1/30) installments.	50%

(1)	(2)	(3)
02]	During execution of work on pro-rata basis in proportion to progress of actual construction in proportionate to total contract value for the work.	40%
03]	At the time of Final Bill of the contract of Time based remuneration / PMC or Completion of Work	10%
TOTAL		100%

Note :-

- (i) The Basic Cost of Work for assessing progress of work for pro-rata basis payment shall be as per the detailed working estimate cost duly applying to it accepted tender condition of contract.
- (ii) The basic cost as seen in Note-(i) shall be revised from time to time as per revised estimates and the pro-rata payment shall be adjusted accordingly.
- (iii) No payment on pro-rata basis shall be done for escalation bill of contractor.

Security Deposit:-

The successful tenderer whose tender is accepted will have pay the initial Security Deposit (2%) of accepted tender cost in the form of Bank Guarantee in prescribed format or DD drawn in favour of Managing Director, NMRCL, Nagpur for the entire period of contract, and can be extended as required of any Nationalized Bank/Commercial Schedule Bank (Public/Private) within prescribed time schedule and complete the contract agreement failing which his/their (Consultant's) Earnest Money will be forfeited to NMRCL. The balance Security Deposit 3% of accepted tender cost will be recovered from the Running Accounts Bills @5% of Gross value of the Bill.

8.0] Consultant Qualifications – Profile of Experts:-**Table-1 Personnel Requirements**

Sr. No.	Position	Experience of Eligible Assignments	Indicative No. of Persons	Persons Months
(1)	(2)	(3)	(4)	(5)
Key Personnel (Regular Staff)				
1	Team Leader	Graduate Civil Engineer with at least 15 years experience as team leader of Water Supply / Sewerage / Underground Utilities Project	1	32
2	Water Supply / Utility Expert	Graduate Civil Engineer with at least 15 years experience as team leader of Water Supply / Underground Utilities Project	1	12
3	Sr. Procurement Engineer	At least 10 years experience Graduate Civil Engineer experience of procurement on the basis of item rate, experience for cost estimation of different nature of subprojects, knowledge of preparation of BOQ of item rate / turnkey bid documents, preparation of bid documents, evaluation of bids, evaluation reports etc.	1	24

(1)	(2)	(3)	(4)	(5)
4	Construction Manager	Graduate Engineer (Civil/Mechanical) with atleast 10 years experience in design, construction management, supervision and quality assurance programs of urban water supply / infrastructure projects	1	30
5	Structural Expert/Electrical Experts	Post graduate structural Engineer (Civil/Electrical) with atleast 10 years experience in the field of structural engineering, including detailed design, engineering & preparation of detailed project report for different nature of structures etc.	2	20
6	Senior Surveyor	Diploma in Civil Engineering or Surveying with preferably 5 years experience in water supply / infrastructure projects	2	64
Total Person Months				182
Support Staff (Non-Key Expert) [Local Staff]				
7	Support Design Engineer	Graduate Engineer with at least 5 year of experience water supply / infrastructure projects	1	
8	Supporting Supervision Engineer	Graduate Engineer (Civil / Mechanical / Electrical) with at least 2 years of experience in water supply / infrastructure projects. Or Diploma (Civil / Mechanical / Electrical) with at least 2 years of experience in water supply / infrastructure projects	5	
9	Support Staff	Bidder will provide list of supporting along with their qualification		

Each key personnel / support staff shall have the knowledge of English as minimum. The person without knowledge of English shall be disqualified.

The part of services related to lump sum payment based works which in the opinion of Client needs regular / frequent interaction between key professional / support staff of consultant with client's representative; (such as activities related to planning, design, conceptualization etc.) shall be performed by the Consultant at project site office; however, those parts of services which in the opinion of client doesn't entail regular / frequent interaction (such as detailing of concept once finalized, structural designs, drawings, specifications, schedule of rates etc.) of shall be allowed to be performed by the Consultant at any of location of project area.

However; in any case the Team Leader shall always be available at Project site during contract period and upon submission of reports, Key Personnel should be available at project site for discussion with Client's representatives.

Section-8

STANDARD FORM OF CONTRACT

CONTRACT FOR CONSULTANTS' SERVICES

between

[name of the Client]

and

[name of the Consultant]

Dated: _____

I. FORM OF CONTRACT

Lump Sum Remuneration

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 20____, between _____(hereinafter called the "Client") and _____(hereinafter called the "Consultants").

[Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:*

"...(hereinafter called the "Client") and, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultants.")"].

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

Appendix A:	Description of the Services	_____
Appendix B:	Reporting Requirements	_____
Appendix C:	Key Personnel and Sub-consultants	_____
Appendix D:	Breakdown of Contract Price in Foreign Currency	Deleted
Appendix E:	Breakdown of Contract Price in Local Currency	_____
Appendix F:	Services and Facilities Provided by the Client	_____
Appendix G:	Form for Guarantee for Advance payments	_____

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultants shall carry out the Services for the Client in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF
[NAME OF THE CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF THE CONSULTANTS]

By
(Authorized Representative)

[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

[Name of the Member]

By
(Authorized Representative)

[Name of the Member]

By
(Authorized Representative)

etc.

II. GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India.
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) "Foreign currency" means any currency other than the currency of the Government;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of Client's Country;
- (g) "Local currency" means the currency of the Government;
- (h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultants' right and obligations towards the Client under this Contract;
- (i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them as applicable;
- (j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto;
- (m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (n) "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Sub-consultant.

1.2 **Relation between the Parties**

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

1.3 **Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 **Language**

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

1.5 **Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 **Notices**

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

1.7 **Location**

The Services shall be performed at such locations as are specified in Appendix-A hereto and, where the location of a particular task is not so specified, at such locations, whether in Government's Country or elsewhere, as the Client may approve.

1.8 **Authority of Member in Charge**

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

1.9 **Authorized Representatives**

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

1.10 **Taxes and Duties**

Unless otherwise specified in the SC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law except the Service tax, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and Termination of Contract**

2.1 **Effectiveness of Contract**

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

2.2 **Termination of Contract for Failure to Become Effective**

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

2.3 **Commencement of Services**

The PMC shall begin carrying out the Services and immediately on receipt of Notice to Proceed with the assignment is received after the date the contract becomes effective,

2.4 **Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract at the end of such time period after the Effective Date as shall be specified in the SC.

2.5 **Entire Agreement**

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

2.6 **Modification**

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

2.7 **Force Majeure**

2.7.1 **Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the

circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract, and (b) has informed the other party as soon as possible about the occurrence of such an event.

2.7.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1, terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

- (g) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

2.9.2 By the Consultants

The Consultants may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2, terminate this Contract:

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except :

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 (ii) hereof; and
- (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates Not to engage in Certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 **Liability of the Consultants**

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

3.5 **Insurance to be Taken out by the Consultants**

The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.

3.6 **Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client; and (iii) shall permit the Bank to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors appointed by the Bank, if so required by the Bank.

3.7 **Consultants' Actions Requiring Client's Prior Approval**

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

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel as are listed in Appendix C ("Consultants' Sub-consultants' Key Personnel") ;

3.8 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.9 **Documents Prepared by the Consultants to Be the Property of the Client**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.10 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

4. **CONSULTANTS' PERSONNEL**

4.1 **General**

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

4.2 **Description of Personnel**

The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 **Removal and/or Replacement of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultants shall have no claim for additional cost arising out of or incidental to any removal and / or replacement of Personnel

4.3 **Approval of Personnel**

The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data and (in the case of Key personnel to be used within the country of the Government) a copy of a satisfactory medical certificate in the form attached hereto as Appendix D. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such

biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.

4.4 **Working Hours, Overtime, Leave, etc.**

- (a) Working hours and holidays for Key Personnel are set forth in Appendix E hereto. To account for travel time, foreign Personnel carrying out Services inside the Government's country shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Government's country as is specified in Appendix E hereto.
- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix E hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set for thin Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.
- (c) If the consultant proposed to utilize the services on the key personnel in a staggered time schedule, prior intimation shall be given to the client at least one month in Advance explaining the need and duration and get the clients approval. The client will also stop any key personnel from services on temporary basis when there is no work possible due to unforeseen condition such as floods, etc.,.

5. **OBLIGATIONS OF THE CLIENT**

5.1 **Assistance and Exemptions**

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

- (a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 **Access to Land**

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

respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

5.3 **Change in the Applicable Law**

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

5.4 **Services, Facilities and Property of the Client**

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

5.5 **Payment**

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

5.6 **Counterpart Personnel**

- (a) If so provided in Appendix F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix-F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such Appendix F. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- (b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix F, the Client and the Consultants shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereof.

6. PAYMENTS TO THE CONSULTANTS

6.1 Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable in local currency is set forth in Appendix E.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in local currency specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenditures

- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.

6.3 Currency of Payment

- (a) Payments shall be made in Indian Rupees

6.4 Mode of Billing and Payment

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

- (a) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Each such monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (b) The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within sixty (60) days after the receipt by the Client of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily

supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

8.2 **Dispute Settlement**

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

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

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

1.6.1 The addresses are:

Client: : _____

Attention: The Managing Director

Cable address : _____

Telex : _____

Facsimile : _____

Consultants:

Attention: _____

Cable address : _____

Telex : _____

Facsimile : _____

1.6.2 Notice will be deemed to be effective as follows:

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

1.9 The Authorized Representatives are:

For the Client: _____

For the Consultants: _____

1.10

1.10.1 For domestic consultants/sub-consultants / personnel and foreign consultants/personnel who are permanent residents in India

The consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

1.10.2 Consultancy Service tax payable in India for this Consultancy Services shall be paid /reimbursed by the Client separately.

2.1 The date on which this Contract will come into effect is: _____

Note: the date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee (see Clause 6.4) etc.

2.4 The period shall be 48 months

3.5 The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of consultancy.
- (b) Third Party liability insurance with a minimum coverage, of Rs. 1.00 Lakhs for the period of period of Consultancy;
- (c) Employer's liability and worker's compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provision of the Applicable Law, as well as with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
- (d) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and
- (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

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

6.1 (a) The amount payable in Local currency is _____

6.4 The accounts are:

For local currency: _____

The payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 60 days in the case of the final payment.

8.2 Any dispute, controversy, or claim arising out of or relating to this contract, or the breach termination or invalidity thereof shall be settled by arbitration in accordance with the following provisions:

8.2.1 Selection of Arbitrators

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

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- (c) If, in a dispute subject to Clause SC 8.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

8.2.2 **Rules of Procedure**

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India .

8.2.3 **Substitute Arbitrators**

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

8.2.4 **Qualifications of Arbitrators**

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.2.1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

8.2.5 **Miscellaneous**

In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in Nagpur.
- (b) the English language shall be the official language for all purposes; and *[Note: English language may be changed to any other Language, with the agreement of both the parties.]*
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

APPENDIX B Reporting Requirements

[List format, frequency and contents of reports; persons to receive them; dates for submission number of copies, etc. If no reports are to be submitted, state here "Not applicable".]

Sr. No.	Description	Occurrence	No of copies to be submitted	To be Submitted to
1	Monthly Report	32	6	
2	Quarterly Report	11	6	
3	Yearly Progress Reports	3	6	
4	Draft Completion Report	1	6	
5	Final Completion Report	1	6	
6	Periodic Statement of Expenditure	32	6	

APPENDIX C

Key Personnel and Sub-consultants

[List under:

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Personnel to be assigned to work in India, and staff-months for each.*
- C-2 Same information as C-1 for Key local Personnel.*
- C-3 List of approved Sub-consultants [if already available]; same Information with respect to their Personnel as in C-1 through C-3)]*

APPENDIX D

Breakdown of Contract Price in Foreign Currency

DELETED

APPENDIX E

Breakdown of Contract Price in Local currency

List here the elements of cost used to arrive at the breakdown of the lump sum price:

- 1. Monthly rates for personnel (Key Personnel and other Personnel)*
- 2. Reimbursable expenditure.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F

Services and Facilities Provided by the Client

The concluded copy of the Contract Agreement; Detailed Project Report and Data related to project

APPENDIX G

Form of Bank Guarantee for Advance Payments

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

DELETED

APPENDIX H

Form of Bank Guarantee for Security Deposit

(Reference Section-7 7.0)

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

Ref: _____ Bank Guarantee: _____

Date: _____

Dear Sir,

In consideration of the Nagpur Metro Rail Corporation Limited, Nagpur (herein after called "NMRCL Nagpur") having agreed to exempt _____

_____ (herein after referred to as "the Consultant") from depositing with the NMRCL Nagpur in cash of the sum of Rs. _____ (Rupees _____ only)

being the amount of Security Deposit payable by the Consultant or to the NMRCL Nagpur under the terms and conditions of an agreement dated the _____ day _____ of and made between the NMRCL Nagpur of the one part and the

Consultant of the other part (here in referred to as "the said Agreement") for _____ as Security for the due observance and performance by the

Consultant of the terms and conditions of the said Agreement, on the contract furnishing to the NMRCL, Nagpur a guarantee in to the prescribed form of a Nationalized Bank in India being in fact those present in the like sum of Rs. _____ (Rupees _____ only).

We _____ BANK registered in India under _____ Act and having one of our local Head Office at _____ do hereby:

- 1) Guarantee to the NMRCL Nagpur
 - (a) Due performance and observance by the Consultant of the terms, covenants and conditions on the part of the Consultant contained in the said Agreement and.
 - (b) Due and punctual payment by the Consultant to the NMRCL Nagpur of all sum of money, losses, damages, cost charges, penalties and expenses payable to the NMRCL Nagpur by the Consultant under or in respect to the said agreement.

- 2) Undertake to pay the NMRCL Nagpur on demand and without demand and not withstanding any dispute or disputes raised by the Consultant(s) in any suit or proceeding filed in any Court of tribunal relating thereto the said sum of Rs. _____ (Rupees _____ only) or such less sum may be demanded by the NMRCL Nagpur from us our liability hereunder being absolute and unequivocal and agree that.

- 3) (a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said agreement and the same will continue to be enforceable till all the dues of the NMRCL Nagpur under or by virtue of the said agreement have been duly paid and its claims

satisfied or discharged and till the NMRCL Nagpur certifies that the terms and conditions of the said agreement have been fully and properly carried out by the Consultant.

- (b) We shall not be discharged or released from the liability under this guarantee by reasons of
 - (i) Any change in the constitution of the bank of the Consultant, or
 - (ii) Any arrangement entered in between the NMRCL Nagpur and the Consultant with or without our consent;
 - (iii) Any forbearance or indulgence shown to the Consultant;
 - (iv) Any variation in terms of covenants or conditions contained in the said agreement;
 - (v) Any time given to the Consultant;
 - (vi) Any other conditions or circumstances under which, in law, a surety would be discharged;
- (c) Our liability here under shall be joint and several with that of the Consultant as if we were the principal debtors in respect of the said sum of Rs. _____ (Rupees _____ only) and
- (d) We shall not revoke this guarantee during its currency except with the previous consent in writing of the NMRCL Nagpur. IN WITNESS WHERE OF THE common seal of _____ was pursuant to the resolution of the Board of Directors of the Company dated the _____ day of _____ herein affixed in the presence of _____ who, in token thereof, have here to set their respective hands in the presence of

Dated this _____ day of _____ 20____ at _____

WITNESS

(signature)	(signature)
(Name)	(Name)
(Official Address)	Designation (with Bank stamp)

Attorney as per Power of
Attorney No. _____
Dated _____

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank who issues the “Bank Guarantee”.

Note 2: The bank guarantee shall be from a Nationalized Indian Bank or reputed Commercial Schedule Bank (Public/Private) acceptable to Client.