

# **REQUEST FOR PROPOSAL**

## **Selection of Financial Consultants for preparing Long Term Resource Mobilisation Plan/Strategy and Consulting Support for NHAI**

**National Highways Authority of India,**

**New Delhi**

**March, 2019**

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## Section 1. Notice Inviting Tender

1. The National Highways Authority of India invites Bids for selection of an agency to provide Consultancy for Preparation and Management of Financing Plan of NHAI. More details on the services are provided in the Terms of Reference.
2. A Firm will be selected under Quality and Cost Based Selection (QCBS) method as described in this RFP and in accordance with the policies of National Highways Authority of India
3. The RFP includes the following documents:
  - Section 1 -Notice Inviting Tender
  - Section 2 - Instructions to Bidders (including Data Sheet)
  - Section 3 -Terms of Reference
  - Section 4- Selection Procedure-QCBS System
  - Section 5 - Technical Bid- Standard Forms
  - Section 6 - Financial Bid- Standard Forms
  - Section 7 -Draft Contract
4. Address for Communication

Shri S.Q. Ahmad  
General Manager (Finance),  
National Highways Authority of India,  
G 5 & 6, Sector 10, Dwarka  
New Delhi,

## Section 2. Instructions to Bidders

### Definitions

- a. “Bid” means the Technical Bid and the Financial Bid.
- b. “Client” means the National Highways Authority of India (“NHAI”)
- c. “Consultant” means any entity that may provide the Services to NHAI under the Contract.
- d. “Contract” means the Contract signed by the Parties and all the attached documents, General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices.
- e. “Day” means calendar day.
- f. “Firm” shall mean a Company registered under Companies Act 1956/2013 or an LLP registered under LLP Act 2008 or a partnership firm duly registered with Competent authority.
- g. “Government” means the Government of India.
- h. “Instructions to Bidders” (Section 2 of the RFP) means the document which provides Bidders with all information needed to prepare their bids.
- i. “Personnel” means experts provided by the Bidder and assigned to perform the Services;
- j. “RFP” means the Request For Proposal prepared by NHAI for the selection of Bidders, for providing consultancy for Preparation and Management of Financing Plan of NHAI
- k. “Services” means the work to be performed by the Bidder pursuant to the Contract.
- l. “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of NHAI and the Bidder, and expected results and deliverables of the assignment.

<b>1. Introduction</b>	1.1	NHAI will select a consulting Firm/organization (“Consultant”) in accordance with the method of selection specified in the Data Sheet.
	1.2	The Bidders are invited to submit a Technical Bid and a Financial Bid (“Bid”), as specified in the Data Sheet, for consulting services required for the assignment. The Bid will be the basis for Contract negotiations and ultimately for a signed Contract with the selected Bidder.
	1.3	Bidders shall bear all costs associated with the preparation and submission of their Bids and Contract negotiation. NHAI is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.
<b>Conflict of Interest</b>	1.4	Bidders at all times shall provide professional, objective, and impartial advice and at all times hold the NHAI’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
	1.5.1	Without limitation on the generality of the foregoing, Bidders, 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:
<b>Conflicting activities</b>	(i)	A Firm that has been engaged by NHAI to provide, 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, 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 works or services other than consulting services resulting from or directly related to the Firm’s consulting services for such preparation or implementation.
<b>Conflicting assignments</b>	(ii)	In case, the Team identifies a situation of Conflict of Interest or potential Conflict of Interest, it would promptly inform Member concerned or an officer nominated by him and await for directions.

<b>Conflicting relationships</b>	(iii)	A Bidder that has a business or family relationship with a member of NHAI'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 NHAI throughout the selection process and the execution of the Contract.
	1.5.2	Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of NHAI, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.
	1.5.3	No agency or current employees of NHAI shall work as Bidders under their own ministries, departments or agencies. Recruiting former government employees of NHAI to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Bidder nominates any government employee as Personnel in their technical Bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to NHAI by the Bidder as part of his technical Bid.
<b>Fraud and Corruption</b>	1.6	It is the NHAI's policy that Bidders, personnel, service providers and suppliers, observe the highest standard of ethics during the selection and execution of their scope of work.
<b>Debarment</b>	1.7	The Firm must provide the details of debarment/ blacklisting from any Central Government Organisation / PSU / Autonomous Body. Moreover, such debarment / blacklisting shall not be subsisting as on the date of application.
<b>Origin of Consulting Services</b>	1.8	Consulting Services provided under the Contract shall originate from India.
<b>Only one Bid</b>	1.9	Bidders may only submit one Bid. If a Bidder submits or participates in more than one Bid, such Bids shall be disqualified. Individual experts may not participate in more than one Bid.

<b>Joint Venture</b>	1.10	Joint Venture is not allowed.
<b>Bid Validity</b>	1.11	The Bid should remain <u>valid for a period of 60 calendar days from the Bid due date</u> . During this period, Bidders shall maintain the availability of professional staff nominated in the Bid. NHAI will make its best effort to complete negotiations within this period. Should the need arise, however, NHAI may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the Bid, or in their confirmation of extension of validity of the Bid, Bidders could submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders who do not agree have the right to refuse to extend the validity of their Bids.
<b>2. Clarification and Amendment of RFP Documents</b>	2.1	Bidders may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Bid due date. Any request for clarification must be sent in writing, or by standard electronic means to NHAI's address indicated in the Data Sheet. NHAI 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 Bidders. Should NHAI deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
	2.2	At any time before the submission of Bids, NHAI may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be uploaded on the website/e-tender portal of NHAI. To give Bidders reasonable time in which to take an amendment into account in their Bids, NHAI may, if the amendment is substantial, extend the deadline for the submission of Bids.
<b>3. Preparation of Bids</b>	3.1	The Bid (see para. 1.2), as well as all related correspondence exchanged by the Bidders and NHAI, shall be written in English language.
	3.2	In preparing their Bid, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Bid.
	3.3	While preparing the Technical Bid, Bidders must give particular attention to the following:

	(a)	Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
<b>Language</b>	(b)	Documents to be submitted by the Bidders as part of this assignment must be in English language.
<b>Submission of Bids</b>	(c)	The Bids shall be submitted with in the time period as mentioned in the Data Sheet.
<b>Technical Bid Format and Content</b>	3.4	Bidders are required to submit a Technical Bid and a Financial Bid. The Data Sheet indicates the format of the Technical Bid to be submitted. The Technical Bid shall provide the information indicated in the following paras from (a) to (c) using the attached Standard Forms (Section 5).
	(a)	A brief description of the Bidders' organization and an outline of recent experience of the Bidder and on assignments of a similar nature is required in Form TECH-2 of Section 5. For each assignment, the outline should indicate the names of professional staff who participated, duration of the assignment, contract amount, and Bidder's involvement. Information should be provided only for those assignments for which the Bidder was legally contracted by the client as a corporation or as one of the major Firms within a joint venture. Assignments completed by individual professional staff working privately or through other consulting firms cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves in their CVs. Bids should be prepared to substantiate the claimed experience if so requested by NHAJ.
	(b)	The list of the proposed Personnel by area of expertise, the position and task assigned to each team member. (Form TECH-3 of Section 5).
	(c)	CVs of the Personnel signed by the team member themselves or by the authorized representative of the Personnel. (Form TECH-4 of Section 5).
	3.5	The Technical Bid shall not include any financial information. A Technical Bid containing financial information may be declared non-responsive.
<b>Financial Bids</b>	3.6	The Financial Bid shall be prepared using the attached Standard Forms (Section 6). It shall provide details of remuneration to paid to the Experts.

Taxes	3.7	The Bidder may be subject to local taxes on amounts payable by NHAI under the Contract. All such amounts shall be included in the Financial Bid. However, GST as applicable shall be paid extra.
	3.8	Bidders shall express the price of their services in INR only.
4. Accessing Bid Documents	4.1	Detailed RFP document can be viewed / downloaded from NHAI website/ E-Tender portal.
	4.2	<p>It is mandatory for all the Bidders to have class-III digital signature certificate (with both Signing and encryption certificate) (in the name of person who will sign the Bid) from any of the licensed Certifying Agency (“CAs”) [Bidders can see the list of licensed CAs from the link <a href="http://www.cca.gov.in">www.cca.gov.in</a>] to participate in e-tendering of NHAI.</p> <p>The Authorized Signatory holding Power of Attorney (POA) or the person executing/delegating such POA, shall only be the Digital Signatory. In other cases, the Bid shall be considered non-responsive.</p> <p>To participate in the submission of the Bid against the RFP, it is mandatory for the Bidders to get themselves registered with the NHAI’s e-tender portal<sup>1</sup> and to have user ID &amp; password.</p> <p>Following may be noted-</p> <ul style="list-style-type: none"> <li>(a) Registration should be valid at least up to the date of submission of Bid.</li> <li>(b) Bids can be submitted only during the validity of registration with the NHAI’s e-tender portal.</li> <li>(c) The amendments/clarifications to the RFP, if any, will be hosted on the NHAI’s website as well as e-tender portal.</li> <li>(d) If the Bidder is already registered with e-tender portal of NHAI and validity of registration has not expired, the Bidder is not required to register afresh.</li> </ul>

<sup>1</sup> Visit NHAI website to access e-tender portal

		For Help, please contact e-tender Cell and Help Desk Support. Support staff at E-Tender Help desk shall be available on all week days (Monday to Friday) from 09:30 AM to 6:00 PM except on Gazetted Holidays.
<b>5.Preparation &amp; Submission of Bid:</b>	5.1	Detailed RFP may be downloaded from NHAI’s website and / or e-tender portal of NHAI and Bid shall be submitted online following the instruction appearing on the screen.
	5.2	<p>The following documents shall be submitted in ORIGINAL to NHAI before the prescribed date &amp; time for submission of Bids.</p> <p>a. Original Power of Attorney in favour of Authorized Signatory in the Format prescribed in this document.</p> <p>The Technical and Financial Bid should be submitted online only in the prescribed format given on the e-tender portal. No other mode of submission is accepted.</p>
<b>6. Bid Composition</b>	6.1	<p>The Bid shall comprise the following:</p> <p><b>(a) PART 1 Document in original to be physically submitted at NHAI before prescribed time limits under schedule of important events / activities)</b></p> <p>The Document(s) as specified in para 5.2.a above shall be placed in a sealed envelope. The envelope should bear the following identification:</p> <p><b>“RFP for Selection of Financial Consultants for Preparation and Management of Financing Plan of NHAI” and addressed to:</b></p> <p>ATTN OF:  DESIGNATION: Shri S.Q. Ahmad  General Manager (Finance)  Address: National Highways Authority of India  G 5 &amp; 6 Sector 10, Dwarka, New Delhi</p> <p>E-MAIL: sqahmad@nhai.org</p> <p><b>The envelope should also bear the Bidder’s name &amp; address.</b> If the envelope is not sealed and marked as above, NHAI will assume no responsibility for the</p>

		<p>misplacement or premature opening of the contents of the envelope and consequent losses, if any, suffered by the Bidder. Such Bids may also be declared non-responsive.</p> <p>Notes:</p> <p>(i) Documents as specified above, if received by NHAI after the prescribed deadline (Bid due date) will be returned unopened to the Bidder and their bids will not be evaluated.</p> <p>(ii) If any requisite document/ certificate is not in the prescribed format the same shall not be considered while evaluating the Bids and the same may lead to Bid being declared as non-responsive.</p> <p>(iii) The Technical Bid shall not include any commercial quote.</p>
	6.2	<p><b>PART 2 (Technical Bid to be uploaded on E-tender portal)</b></p> <p>i. Technical Bid comprising various formats TECH 1 - TECH 4 prescribed in Section 3.</p> <p>ii. Undertaking that the Bidder has not been determined non-performing or having been terminated any of his project during last three years by Ministry of Road Transport &amp; Highways, Government of India or its executing agencies like NHAI, NHIDCL etc.</p> <p>iii. Other documents:</p> <p>a. Copy of Certificate of Incorporation of Company/LLP;</p> <p>b. MoA and AoA of the Company / LLP or other document showing object clause of the Firm; and</p> <p>c. Other document which may be relevant in proving the Technical/Financial capacity of the Company/LLP as per the Data Sheet.</p>
	6.3	<p><b>PART 3 Financial Bid (In the format as provided in Fin-1 and Fin-2)</b></p> <p>a. Financial Bid shall be submitted online on e-tender portal on the prescribed format which may be downloaded before the Bid due date from e-tender portal.</p> <p>b. The Bid should include all the charges payable in full compliance to the scope of work and other terms specified in the RFP</p>

		<p>document. No additional payments whatsoever are envisaged.</p> <p>c. The Bid should include all statutory taxes/levies / surcharge on tax etc. but excluding GST. Any tax, and / or any other levies, if altered in future and payable under the law, the same shall be borne by the Bidder.</p> <p>d. Applicable GST (as applicable on services) shall be reimbursed by NHAI separately on production of proof of payment; and</p> <p>e. Bidder should note that Income tax payable by the Bidder is not reimbursable by NHAI. TDS will be applicable on all payments made by NHAI as per applicable law.</p> <p>f. In case of any difference in figures and words, the amount mentioned in words will prevail.</p>
<b>Modification/Substitution/ withdrawal of Bids:</b>	6.4	<p>(i) The Bidder may modify, substitute or withdraw its e-Bid after submission prior to the Bid due date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid due date.</p> <p>(ii) Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Client, shall be disregarded.</p> <p>(iii) For modification of e-bid, Bidder has to click on Edit Bid option and resubmit digitally signed modified Bid.</p> <p>(iv) For withdrawal of Bid, Bidder has to click on withdrawal icon at e-tender portal and can withdraw its e-bid.</p> <p>(v) Before withdrawal of a Bid, it may specifically be noted that after withdrawal of a Bid for any reason, Bidder cannot re-submit e-bid again.</p>
<b>Opening and Evaluation of Bids</b>	6.5	<p>(i) Opening and evaluation of bids will be done through online process.</p> <p>(ii) The Bids will be opened on-line after the due date at the time prescribed in the RFP document in the presence of the Bidders who choose to attend. NHAI will subsequently</p>

		<p>examine and evaluate the Bids in accordance with the provisions set out.</p> <p>(iii) Prior to evaluation of Bids, NHAJ shall determine whether each Bid is responsive to the requirements of this RFP.</p> <p>(iv) Financial Bid of non-responsive Bidders shall not be opened.</p> <p>(v) The Technical Bid shall be opened of those Bidders only who ensure physical submission of mandatory documents in original in compliance to provision at 5.2.</p> <p>To assist in the examination, evaluation, and comparison of Bids, NHAJ may, at its discretion, ask any Bidder for clarification of its Bid. The request for clarification and the response shall be in writing or by fax or e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by NHAJ in the evaluation of the Bids.</p> <p>Except in case any clarification is asked by NHAJ, no Bidder shall contact NHAJ on any matter relating to its Bid from the time of the Bid opening to the time the Contract is awarded. If any Bidder wishes to bring additional information to the notice of NHAJ, it should do so in writing at the address prescribed in the Notice Inviting Tender.</p>
<p><b>Bid evaluation criteria and Selection Procedure</b></p>	<p>6.6</p>	<p>The Bid shall be opened on-line by the NHAJ on the prescribed date and time. Prior to evaluation of the Bids, NHAJ shall determine as to whether each Bid is responsive to the requirements of this RFP document. A Bid will be declared non-responsive in case:</p> <ul style="list-style-type: none"> <li>(a) If a Bidder submits more than one Bid against this RFP</li> <li>(b) The physical submissions are incomplete/ inadequate to the requirements of the RFP Documents.</li> <li>(c) If the Authorized Signatory holding Power of Attorney (POA) or the person executing/delegating such POA and Digital Signatory are not the same</li> <li>(d) If a Bidder submits a conditional Bid or makes changes in the terms and conditions given in this RFP document</li> </ul>

		<ul style="list-style-type: none"> <li>(e) Failure to comply with all the requirements of RFP document by a Bidder</li> <li>(f) If the Bid is not submitted in the formats prescribed in the RFP document</li> <li>(g) If any requisite document/ certificate is not in the prescribed format the same shall not be considered while evaluating the bids and the same may lead to Bid being declared as non-responsive.</li> <li>(h) If the envelope containing physical submission is not sealed and marked as prescribed in the RFP document</li> <li>(i) A Bid valid for a period of time shorter than prescribed in the RFP document.</li> </ul>
<b>7. Evaluation of Technical and Financial Bids</b>	7.1	The Authority shall evaluate the Technical Bid 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 Bid will be given a technical score. A Bid shall be rejected at this stage if it does not respond to the RFP, particularly the Terms of Reference.
<b>Public Opening and Evaluation of Technical bids</b>	7.2	After the technical evaluation is completed and NHAI shall inform the Bidders who have submitted Bids the technical scores obtained by their Technical Bids and shall notify those Bidders whose Bids were considered non-responsive to the RFP and TOR.
<b>Financial bids for QCBS</b>	7.3	<p>Under stage 1 The firms scoring the qualifying marks (minimum 75%) as mentioned in RFP shall be listed in the descending order of their technical score.</p> <p>Under stage 2, the financial proposal of such firms as selected above shall be opened and evaluated. The weightage of Technical and Financial score shall be 80% &amp; 20% respectively. The final selection of the firm shall be based on the highest combined score of Technical and Financial Proposal.</p>
<b>8. Award of Contract</b>		
<b>Availability of Personnel</b>	8.1	Having selected the Bidder on the above basis, NHAI will require assurances that the Personnel will actually be available. NHAI 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 resignation, death or medical incapacity. If this is not the

		case and if it is established that Personnel were offered in the Bid without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.
<b>Award of Contract</b>	8.2	After confirmation of the manpower, NHAI shall award the Contract to the selected Bidder. The Bidder is expected to commence the assignment on the date and at the location specified in the Data Sheet. The duration of the contract will be such as it has been specified in RFP.
<b>9. Confidentiality</b>	9.1	Information relating to evaluation of Bids and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Bids or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Bid and may be subject to the provisions of the NHAI's antifraud and corruption policy.

## Instructions to Bidders

### DATA SHEET

Paragraph Reference	
1.1	Name of Client: <u>National Highways Authority of India</u> Method of selection: <u>Quality and Cost Based Selection (QCBS)</u>
1.2	Financial bid to be submitted together with Technical bid: Yes Name of the assignment is: Selection of Financial Consultants for Preparation and Management of Financing Plan of NHAI
1.11	Bids must remain valid <u>60 days</u> after the submission date.
3.3 (c)	<p><b>Schedule of Bidding:</b></p> <p>Notice Inviting Tender                      22.03.2019</p> <p>Submission of pre-bid queries by Bidders and pre-bid meeting                      28.03.2019</p> <p>Bid Due Date                                      04.04.2019 upto 1100 hrs.</p> <p>Physical submission of documents at venue                      05.04.2019 upto 1100 hrs.</p> <p>Opening of Technical Bids                      05.04.2019 at 1130 Hrs</p> <p>The address for requesting clarifications is: Email: <a href="mailto:sqahmad@nhai.org">sqahmad@nhai.org</a></p>
3.4 (b)	The number of positions required for the assignment is: Two (2) Finance Expert and Finance Associate
	In case the Personnel are required to travel outside NCR, the travel, boarding and lodging expenses would be reimbursed as per the rules applicable for NHAI official at the level of General Manager.
3.7	Amounts payable by NHAI to the Bidder under the contract is subject to local taxation: Yes

	Applicable GST (as applicable on services) shall be reimbursed by NHAI separately on production of proof of payment;																						
3.8	Bidder to state all costs in Indian National Rupee only.																						
8.2	Duration of Contract: One year further extendable based on mutual agreement between NHAI and the Bidder																						
3.4/3.6	<p><b>1. Technical Capacity and Financial Capacity Minimum Eligibility Criteria:</b></p> <p><b>1.1 Technical Capacity of the bidder</b></p> <p>a. Experience of working in Consultancy Projects relating to accounts of value greater than Rs. 1 crore for Projects in India or of value greater than USD 500,000 for projects outside India in the last 5 years.</p> <table border="1"> <thead> <tr> <th>Number of Projects</th> <th>Number of Marks</th> </tr> </thead> <tbody> <tr> <td>7 or more than 7</td> <td>15</td> </tr> <tr> <td>5 or more but less than 7</td> <td>10</td> </tr> <tr> <td>3 or more but less than 5</td> <td>5</td> </tr> <tr> <td>less than 3</td> <td>0</td> </tr> </tbody> </table> <p>b. Experience of at least 2 similar consultancy projects in Infrastructure Sector</p> <table border="1"> <thead> <tr> <th>Number of Projects</th> <th>Number of Marks</th> </tr> </thead> <tbody> <tr> <td>2 and more</td> <td>5</td> </tr> <tr> <td>1 project</td> <td>3</td> </tr> </tbody> </table> <p><b>1.2 Financial Capacity</b></p> <p>a. Average Annual Turnover from Consultancy Services in FY last 3 years (FY 15-16, 16-17 and 17-18) from Consultancy business in India.</p> <table border="1"> <thead> <tr> <th>Average Annual Turnover from Consultancy Services</th> <th>Number of Marks</th> </tr> </thead> <tbody> <tr> <td>Equal to or Greater than INR 250 Crore</td> <td>10</td> </tr> <tr> <td>Equal to or Greater than INR 150 Crore Less than INR 250Crore</td> <td>7</td> </tr> </tbody> </table>	Number of Projects	Number of Marks	7 or more than 7	15	5 or more but less than 7	10	3 or more but less than 5	5	less than 3	0	Number of Projects	Number of Marks	2 and more	5	1 project	3	Average Annual Turnover from Consultancy Services	Number of Marks	Equal to or Greater than INR 250 Crore	10	Equal to or Greater than INR 150 Crore Less than INR 250Crore	7
Number of Projects	Number of Marks																						
7 or more than 7	15																						
5 or more but less than 7	10																						
3 or more but less than 5	5																						
less than 3	0																						
Number of Projects	Number of Marks																						
2 and more	5																						
1 project	3																						
Average Annual Turnover from Consultancy Services	Number of Marks																						
Equal to or Greater than INR 250 Crore	10																						
Equal to or Greater than INR 150 Crore Less than INR 250Crore	7																						

Equal to or Greater than INR 100 Crore Less than INR 150 Crore	4
Less than INR 100 Crore	0

The Bidder shall submit a certificate from Statutory Auditor to provide Financial Capacity.

Quality and competence of experts for the assignment  
**Financial Expert - 45 marks**

S.no.	Description	Max. Marks
<b>I.</b>	<b>General Qualification</b>	
i)	MBA finance IIM /CA/CMA/CFA	10
<b>II.</b>	<b>Relevant Experience and Adequacy for Project</b>	
i)	Total Professional Experience	
	>15 years	10
	> 10-15 years	7
	> 7 - 10 years	4
ii)	Relevant Experience in Roads and Highways Projects related to Financial Modelling, Project finance, Financial Statement Analysis, Policy formulation, etc.	
	at least 10 projects	10
	at least 7 projects	7
	at least 5 projects	4
<b>III.</b>	<b>One on one Interview</b>	15

**Finance Associate - 25 marks**

S.no.	Description	Max. Marks
<b>I.</b>	<b>General Qualification</b>	
i)	MBA Finance IIM /CA/ CMA/CFA	5
<b>II.</b>	<b>Relevant Experience and Adequacy for Project</b>	
i)	Total Professional Experience	
	>5 years	5
	> 3-5 years	3
	2- 3 years	1
ii)	Relevant Experience in Financial Modelling for Infrastructure Projects or Preparation of Organisational Financial Plan of a	

		Infrastructure Company/ Agency/PSU or Government Agency.	Project Infrastructure or any Central Agency.	
		<b>at least 5 projects</b>		5
		<b>at least 3 projects</b>		3
	<b>III.</b>	<b>One on one Interview</b>		10

## Section 3. Terms of Reference

NHAI ('Client') desires to engage a qualified consulting organization ('Consulting Firm') which is required to provide a team of full-time personnel.

The Scope of Services of the Consulting Firm is to provide the required the presence of Finance Expert for at least 4 times in a month and full-time presence for the Finance Associate. The Client shall approve the suitability of individual team members.

### 3.1 SCOPE OF WORK:

The indicative scope of work of the Consultancy Project is as under:

Preparation of a Short-Term (3-5 years) and Long-Term (15-20 years) Financial Management Plan for NHAI. Financial Management plan would entail:

- a. Identify all Current Sources of Revenue of NHAI and their Historical Trends.
- b. New sources of Revenue.
- c. Borrowing Plan, Financing Strategy including Fund Management
- d. Mobilising Funds from investors such as Sovereign Fund, Pension Fund, etc.
- e. Identify all possible sources of revenue form future and risk associated therewith.
- f. Any other assignment relating to financial plan assigned by NHAI.

## Section- 4. Selection Procedure-QCBS System

The selection shall be done on the Quality cum Cost Basis (QCBS) as under:

Financial score will be done as per following procedure

1. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points.
2. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM / F$$

SF = Financial Score, FM= Amount of lowest bid, F = Amount of financial proposal of the bidder

### 3. Combined evaluation of Technical and Financial Proposals.

Proposals will finally be ranked according to their combined technical (ST) and Financial (SF) scores using the weights indicated in the Data Sheet:

$$S = ST \times T + SF \times f$$

Where,

S= Combined Score,

ST= Technical Score out of 100

SF= Financial Score out of 100

T and f are values of weightage for technical (80%) and financial (20) proposals respectively as given in the Data Sheet.

### 4. Most Preferred Bidder (H1).

A Consultant with a “particular Team” having the maximum Combined score (S) shall be declared as the most preferred bidder (H1).

## **Section 5. Technical Bid- Standard Forms**

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

Form TECH-1: Technical Bid Submission Form

Form TECH-2: Bidder's Organization and Experience

A - Bidder's Organization

B - Bidder's Experience

Form TECH- 3: Team Composition and Task Assignments

Form TECH- 4: Curriculum Vitae (CV) for Proposed Personnel

# Form TECH-1: Technical Bid Submission Form

[Location, Date]

To:  
General Manager-Finance,  
National Highways Authority of India,  
G-5 & 6, Sector 10,  
Dwarka, New Delhi - 110075

Dear Sir

We, the undersigned, offer to provide the consulting services for **Selection of Financial Consultants for Preparation and Management of Financing Plan of NHAI** in accordance with your Request for Bid dated [Insert Date] and our Bid. We are hereby submitting our Bid, which includes this Technical Bid, and a Financial Bid.

We hereby declare that all the information and statements made in this Bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Bid, i.e., before the date indicated in Paragraph Reference 1.11 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

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

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

## Form TECH-2: Bidder's Organization and Experience

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### A - Bidder's Organization

*[Provide here a brief description of the background and organization of your Firm/entity and each associate for this assignment. Not more than in 4 Pages]*

## B - Bidder's Experience

*[Using the format below, provide information on each assignment for which your Firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Not more than in 12 Pages]*

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Bidders:
Name of associated Bidders, if any:	Name of senior professional staff of your Firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

# Form TECH-3: Team Composition and Task Assignments

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Personnel (Not more than 1 page)				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

# Form TECH-4: Curriculum Vitae (CV) for Proposed Personnel (Not more than 5 pages)

<b>1. NAME OF STAFF</b>							
<b>2. PROPOSED POSITION</b>							
<b>3. EMPLOYER</b>							
<b>4. DATE OF BIRTH</b>				<b>NATIONALITY</b>			
<b>5. EDUCATION</b>							
<b>School, college and/or University Attended</b>		<b>Degree/certificate or other specialized education obtained</b>				<b>Date Obtained</b>	
<b>6. PROFESSIONAL CERTIFICATION OR MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS</b>							
<b>7. OTHER RELEVANT TRAINING</b>							
<b>8. COUNTRIES OF WORK EXPERIENCE (LAST 10 YEARS)</b>							
<b>9. LANGUAGES</b>							
<b>Language</b>		<b>Speaking</b>		<b>Reading</b>		<b>Writing</b>	
		Good/ Fair/ Poor					
<b>10. EMPLOYMENT RECORD</b>							
<b>From - To</b>		<b>Employer</b>			<b>Positions held</b>		
<b>11. DETAILED TASKS ASSIGNED</b>		<b>12. WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASKS ASSIGNED</b>					
•		<b>Name of assignment or Project:</b> <b>Year:</b> <b>Location:</b> <b>Client:</b> <b>Main Project Features:</b> <b>Position Held:</b> <b>Activities Performed:</b>					
<b>13. CERTIFICATION</b>							

I certify that (1) to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience; (2) that I am available for the assignment for which I am proposed; and (3) that I am proposed only by one Offer or and under one Bid.

I understand that any wilful misstatement or misrepresentation herein may lead to my disqualification or removal from the selected team undertaking the assignment.

Signature of staff member or authorized representative of the staff	Date

## **Section 6. Financial Bid- Standard Forms**

Financial Bid Standard Forms shall be used for the preparation of the Financial Bid according to the instructions provided under para. 3.6 of Section 2.

The Forms are supposed to submitted only in electronic manner and are not to be submitted with the Technical Bid

Form FIN-1: Financial Bid Submission Form.....

# Form FIN-1: Financial Bid Submission Form (Not to be submitted with the Technical Bid)

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[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Selection of Financial Consultants for Preparation and Management of Financing Plan of NHA** in accordance with your Request for Proposal dated [Insert Date] and our Technical Bid. Our attached Financial Bid is for the sum of [Insert amount(s) in words and figures]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid:

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: . Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_

## **Section 7: Draft Contract Agreement**

### **CONTRACT FOR CONSULTANT’S SERVICES**

**Project Name ‘Financial Consultants for Preparation and Management of Financing Plan of NHAI’**

**between**

National Highways Authority of India

Ministry of Road Transport & Highways, Government of India

G5&6, Sector 10, Dwarka, New Delhi- 110075

**And**

---

**Dated:**

Form of Contract

## Preparation and Management of Financing Plan of NHAI

### Agreement

This CONTRACT (hereinafter called the “Contract”) is made the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2019, between, on the one hand, National Highways Authority of India, Government of India (hereinafter called the “Client”, or “NHAI”) and, on the other hand, \_\_\_\_\_(hereinafter called the “Consultant”).

WHEREAS

- (a) NHAI has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to NHAI that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B and Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of NHAI and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) NHAI shall make payments to the Consultant 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 National Highways Authority of India, Government of India

\_\_\_\_\_

\_\_\_\_\_ GM-Finance, National Highways Authority of India

For and on behalf of \_\_\_\_\_

\_\_\_\_\_

General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1. 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) "Client" means the National Highways Authority of India (NHAI)
- (c) "Consultant" means a legally-established professional consulting firm or entity selected by NHAI to provide the Services under the signed Contract.
- (d) "Contract" means the legally binding written agreement signed between NHAI and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (e) "Day" means a working day unless indicated otherwise.
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant or Sub-consultant to perform the Services or any part thereof under the Contract.
- (h) "GCC" means these General Conditions of Contract.
- (i) "Government" means the Government of India.
- (j) "Party" means NHAI or the Consultant, as the case may be, and "Parties" means both of them.
- (k) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (m) "Third Party" means any person or entity other than the Government, NHAI, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between NHAI and the Consultant.

3. Law Governing Contract

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

- |                                     |  |
|-------------------------------------|--|
| 4. Language                         | 4.1. This Contract has been executed in English language and shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.   |
| 5. Headings                         | 5.1. The headings shall not limit, alter or affect the meaning of this Contract.   |
| 6. Communications                   | 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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 to such Party at the address specified in the SCC. |
|                                     | 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.   |
| 7. Location                         | 7.1. The Services shall be performed at NHAI Headquarters or elsewhere, as NHAI may approve.   |
| 8. Authorized Representatives       | 8.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by NHAI or the Consultant may be taken or executed by the officials specified in the SCC.  |
| 9. Corrupt and Fraudulent Practices | 9.1. It is the NHAI's policy that its consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the selection and execution of such contracts.   |

**B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- |   |  |
|---|--|
| 10. Effectiveness of Contract                               | 10.1. <b>This Contract shall come into force and effect on the date (the "Effective Date")</b> of the NHAI's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.   |
| 11. Termination of Contract for Failure to Become Effective | 11.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than thirty (30) days 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. |
| 12. Commencement of Services                                | 12.1 The Consultant shall confirm availability of Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.   |

13. Expiration of Contract 13.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
14. Entire Agreement 14.1. 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.
15. Modifications or Variations 15.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
16. Force Majeure
- a. Définition 16.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, 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 confiscation or any other action by Government agencies.
- 16.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 16.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract 16.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to be Taken 16.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably

practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

16.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

16.7. 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.

16.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by NHAI, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by NHAI, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

16.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

## 17. Suspension

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

## 18. Termination

18.1. This Contract may be terminated by either Party as per provisions set up below:

### a. By NHAI

18.1.1. NHAI may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence NHAI shall give

at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If NHAI, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

18.1.2 Furthermore, if NHAI determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then NHAI may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

18.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to NHAI, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If NHAI fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45)

calendar days after receiving written notice from the Consultant that such payment is overdue.

- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If NHAI fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If NHAI is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by NHAI of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

18.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, 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 GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

18.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by NHAI, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

18.1.6 Upon termination of this Contract, NHAI shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;

- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

**C. OBLIGATIONS OF THE CONSULTANT**

**19. General**

- a. Standard of Performance of 19.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to NHAI, and shall at all times support and safeguard NHAI’s legitimate interests in any dealings with the third parties.

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

19.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by NHAI. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

- b. Law Applicable to Services of 19.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

- 20. Conflict of Interests of 20.1 The Consultant shall hold NHAI’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

In case, the Team identifies a situation of Conflict of Interest or potential Conflict of Interest, it would promptly inform Member (Finance) or an officer nominated by him and await for directions.

- a. Consultant Not to Benefit from Commissions, Discounts, etc. of 20.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall

use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

- b. Consultant and Affiliates Not to Engage in Certain Activities  
20.1.2 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
  - c. Prohibition of Conflicting Activities  
20.1.3 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
  - d. Strict Duty to Disclose Conflicting Activities  
20.1.4 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of NHAI, 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.
21. Confidentiality  
21.1 Except with the prior written consent of NHAI, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
22. Liability of the Consultant  
22.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
23. Insurance to be Taken out by the Consultant  
23.1 The Consultant shall take out and maintain at its own cost but on terms and conditions approved by NHAI, insurance against the risk.
24. Accounting, Inspection and Auditing  
24.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

24.2. The Consultant shall permit, NHAI and/or persons appointed by NHAI to all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by NHAI if requested by NHAI.

25. Reporting Obligations

25.1 The Consultant shall submit to NHAI the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

26. Role of the Consultants

26.1 The Team will work under Member Finance or an officer designated by him. The Client agrees that the Team role will be only assistance /advisory in nature and it will not hold any management position and will not be required to make any management decisions. The Client is responsible for determining that the scope and quality of the Team' work is sufficient and appropriate for its needs. Nothing in this engagement letter will make the Team Members the Client's employees.

While the Team will work in a professional manner the work performed by the Team will not result in the issuance of any written or oral communications by Consulting Firm to the Client. In few instances, on specific directions from MF to the Team to obtain an advice from the Consulting Firm, the same shall be agreed separately. Such advice / report would be subject to the Consulting Firm's internal reviews and approval process and would be issued only by the authorized signatory of the firm.

27. Proprietary Rights of NHAI in Reports and Records

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for NHAI in the course of the Services shall be confidential and become and remain the absolute property of NHAI. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to NHAI, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of NHAI.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of

development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain NHAI's prior written approval to such agreements, and NHAI shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28. Equipment, Vehicles and Materials      28.1 Equipment, vehicles and materials made available to the Consultant by NHAI, or purchased by the Consultant wholly or partly with funds provided by NHAI, shall be the property of NHAI and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to NHAI an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the NHAI's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by NHAI in writing, shall insure them at the expense of NHAI in an amount equal to their full replacement value.

#### D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts      29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to NHAI, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.

29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between NHAI and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

30. Replacement of Key Experts      30.1 Except NHAI may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the

reasonable control of the Consultant, including but not limited to resignation, death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Approval of Additional Key Experts
- 31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to NHAI for review and approval a copy of their Curricula Vitae (CVs). If NHAI does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by NHAI.
- The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.
32. Removal of Experts or Sub-consultants
- 32.1 If NHAI finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall NHAI determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the NHAI's written request, provide a replacement.
- 32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by NHAI to be incompetent or incapable in discharging assigned duties, NHAI, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to NHAI.
33. Replacement/ Removal of Experts - Impact on Payments
- 33.1 Except NHAI may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.
34. Working Hours, Overtime, Leave, etc.
- 34.1 Working hours and holidays for Experts are set forth in **Appendix B**.
- 34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in

**Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

## **E. OBLIGATIONS OF NHAI**

35. Assistance and Exemptions 35.1 Unless otherwise specified in the **SCC**, NHAI shall use its best efforts to:

(a) Provide the Consultant(s) a suitable work place with NHAI Headquarters with basic amenities including internet access as shall be necessary to enable the Consultant to perform the Services.

(c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

(f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

36. Access to Project Site 36.1 NHAI warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services

37. Change in the Applicable Law Related to Taxes and Duties 37.1 If, after the date of this Contract, there is any change in the applicable law in India with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1

38. Services, Facilities and Property of NHAI 38.1 NHAI shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any

such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39. Counterpart  
Personnel

39.1 NHAI shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by NHAI with the Consultant's advice, if specified in **Appendix A**.

39.2 If counterpart personnel are not provided by NHAI to the Consultant as and when specified in **Appendix A**, NHAI and the Consultant 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 NHAI to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39.3 Professional and support counterpart personnel, excluding NHAI's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and NHAI shall not unreasonably refuse to act upon such request.

40. Payment  
Obligation

40.1 In consideration of the Services performed by the Consultant under this Contract, NHAI shall make such payments to the Consultant and in such manner as is provided by GCC F below.

**F. PAYMENTS TO THE CONSULTANT**

41. Ceiling Amount

41.1 An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration).

41.2 Payments under this Contract shall not exceed the ceilings specified in the **SCC**.

41.3 For any payments in excess of the ceilings specified in GCC 41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

42. Remuneration and  
Reimbursable  
Expenses

42.1 NHAI shall pay to the Consultant (i) remuneration agreed for each Expert; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

42.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

42.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

42.5 Any rates specified for Experts/ consultants not yet appointed shall be provisional and shall be subject to revision, with the written approval of NHAJ, once the applicable remuneration rates and allowances are known.

#### 43. Taxes and Duties

43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

43.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by NHAJ on behalf of the Consultant. (All direct or indirect taxes are to borne by the consultant. GST as applicable shall only be paid extra).

#### 44. Currency of Payment

44.1 Any payment under this Contract shall be made in the INR

#### 45. Mode of Billing and Payment

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

(a) Advance payment. Nil .

(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to NHAJ, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in

foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

- (c) NHAI shall pay the Consultant's invoices within sixty (60) days after the receipt by NHAI of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, NHAI may add or subtract the difference from any subsequent payments.
- (d) The Final Payment .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by NHAI. The Services shall be deemed completed and finally accepted by NHAI and the final report and final invoice shall be deemed approved by NHAI as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by NHAI unless NHAI, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that NHAI has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to NHAI within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by NHAI for reimbursement must be made within twelve (12) calendar months after receipt by NHAI of a final report and a final invoice approved by NHAI in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46. Interest on Delayed Payments 46.1 If NHAI had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

**G. FAIRNESS AND GOOD FAITH**

47. Good Faith                      47.1 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.

**H. SETTLEMENT OF DISPUTES**

48. Amicable Settlement                      48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

49. Dispute Resolution                      49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

**I. Special Conditions of Contract**

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.1	The Contract shall be construed in accordance with the law of India.
4.1	The language is: English.
6.1 and 6.2	<p>The addresses are:</p> <p>Client :            National Highways Authority of India</p> <p>                         GM (F), National Highways Authority of India</p> <p>                         G-5 &amp; 6, Sector 10, Dwarka,</p>

	<p>New Delhi - 110075</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted):</p> <p>Consultant :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail (where permitted) :</p>
8.1	<p>The Authorized Representatives are:</p> <p>For NHAI: <u>GM (Finance)</u></p> <p>For the Consultant:</p>
10.1	<p>The effectiveness conditions are the following: <i>Acceptance of Letter of Award by the Consultant</i></p>
11.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p>The time period shall be One Month</p>
12.1	<p><b>Commencement of Services:</b></p> <p>On the Effective Date.</p>
13.1	<p><b>Expiration of Contract:</b></p> <p>The Contract shall be valid for one year from the effective date after that it can be extended as per mutual agreement between NHAI and the consultant.</p>
20 b.	<p><b>NHAI reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.2</b></p> <p>Yes</p>

23.1	<p>“Limitation of the Consultant’s Liability towards NHAI:</p> <p>(a) The Consulting Firm’s obligation under this engagement will be limited only to assigning Team members to the Client and therefore the Consulting Firm will not have any liability for the work done by such Team Members, except in cases where advice / reports have been issued Consulting Firm’s internal reviews and approval process and are signed by its authorized signatory.</p> <p>(b) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to NHAI’s property, shall not be liable to NHAI:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds one times the Fee received under the Contract;</p> <p>(c) This limitation of liability shall not</p> <p style="padding-left: 40px;">(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law”.</p>
27.1	<p>The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of NHAI.</p>
41.2	<p><b>The ceiling in local currency is:(Rupees ) is for 12 months</b>, payable on monthly basis for an amount of Rs (Rupees_____).</p> <p>This shall be exclusive of payments as mentioned in Clause GCC 42.</p> <p>In case the key experts are required to travel outside NCR, the travel, boarding and logging expenses would be reimbursed as per the rules applicable for NHAI official at the level of General Manger.</p>
42.3	<p>An escalation @ 5% per year shall be admissible for the 2<sup>nd</sup> year onwards on an annual basis.</p>

43.1 and 43.2	<p>a. The Consultant is responsible for payment of all taxes as applicable in India. The Consultant is requested to consult Tax consultants for details. NHAI will however reimburse the following indirect taxes / duties:</p> <p>b. GST payable (on production of proof) on the contract value by consultant.</p>
44.1	The currency of payment shall be the following: <i>Indian Rupees</i>
45.1(b)	The Consultant shall submit to NHAI Invoices along with self-certificate for the deployment of experts at time intervals of every month.
45.1(e)	<p>The accounts are:</p> <p>Bank Account No.:</p> <p>Bank and Address:</p> <p>IFSC Code:</p>
46.1	The interest rate is: 8%
49.	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(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 President, Institution of Engineers India, New Delhi for a list of not fewer than five (5) 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,</p>

	<p>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.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, NHAI and the Consultant shall each appoint one (1) 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 (2) 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</p> <p>(c) If, in a dispute subject to paragraph (b) above, 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, the 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.</p>
	<p>2. <u>Rules of Procedure.</u> Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration &amp; Conciliation Act 1996, of India unless the Consultant is a foreign national/firm, in which case arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant’s home country or of the Government’s country. For the purposes of this Clause, “home country” means any of:</p> <p>(a) the country of incorporation of the Consultant; or</p>

	<ul style="list-style-type: none"> <li>b) the country in which the Consultant’s principal place of business is located; or</li> <li>(c) the country of nationality of a majority of the Consultant’s shareholders; or</li> <li>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</li> </ul>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> <li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>New Delhi</i>;</li> <li>(b) the English language shall be the official language for all purposes; and</li> <li>(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.</li> </ul>

## II. Appendices

### APPENDIX A - TERMS OF REFERENCE

Please see Section 3 of the ToR.

## **APPENDIX B - CV OF EXPERTS**

1. CV of Finance Expert
2. CV of Finance Associate

The Finance Associate shall follow NHAI's working days, and shall observe holidays as observed by NHAI. Further, over the course of the contract, the each of the Finance Associate shall be allowed 12 additional leaves.

**APPENDIX C - REMUNERATION COST ESTIMATES**

1. Monthly rates for the Experts/ Consultant:

Item	Cost per month
	Amount
Financial Expert	
Finance Associate	
<b>Total Costs of Financial Bid</b>	

1 The above rates quoted by the bidder is inclusive of all the cost to the bidder inclusive of all the taxes in INR.

2. However, GST as applicable shall be paid extra.

## IV. Documents

NHAI/11033/BM Bonds/RFP/Ad Agencies

Dated: .03.2019

To

Financial Consultants.

**Subject: Engagement of Selection of Financial Consultants for preparing Long Term Resource Mobilisation Plan/Strategy and Consulting Support for NHAI**

Sir,

National Highways Authority of India (“NHAI”) is an autonomous body under the Ministry of Road Transport and Highways, Government of India responsible for development and maintenance of national highways.

2. NHAI is in the process of appointment of **reputed firm for preparation of Financial and Resource Plan** for NHAI.

3. The bids are hereby invited from the **reputed firm for preparing Long Term Resource Mobilisation Plan/Strategy and Consulting Support** for NHAI as per the enclosed Request for Proposal (RFP).

Yours faithfully,

(S.Q. Ahmad)  
General Manager [Fin]