

Rail Land Development Authority
(A Statutory authority under Ministry of Railways, Govt. of India)

NIQ No. RLDA/2022/Project/NIQ/Bijwasan/Land Parcel/ 11 of
2022 Dated:- 06.09.2022

Notice Inviting Quotation for Engagement of Consultant for Study of Existing Master Plan and Preparation of Revised Master Plan of Commercial Land Parcel at Bijwasan.

S.N.	Event Description	Date(s)
1.	Due Date/last date of submission of Quotation (the "Quotation Submission Date")	15.09.2022 up to 15:00 hrs.
2.	Opening of Quotation	15.09.2022 at 15:30 hrs.

- (1) This first page of Notice will be placed in all the Notice Boards of RLDA. Applicants those who are interested are required to take copy of same from RLDA Tender Cell and submit their proposal in physical mode on or before scheduled date & time of submission.
- (2) All Applicants are advised to see Amendments to NIQ (will be communicated only via RLDA Notice Boards), if any, before submission of the Quotation. In case the Consultant does not submit the amended Quotation/amendments, it shall be presumed that Consultant has seen the amendments to NIQ and Quotation shall be evaluated accordingly. The decision of RLDA shall be final and binding in this regard.
- (3) In case schedule date of submission / Quotation opening date are declared as holiday then Quotation will be submitted/ opened on the very next working day of earlier schedule time.

September, 2022

Office of the Vice Chairman
Rail Land Development Authority
Unit No. 702-B, 7th Floor, Konnectus Tower-II,
DMRC Building, Ajmer Gate, New Delhi-110002

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Part: I

INSTRUCTIONS TO APPLICANTS (ITA)

NOTICE INVITING QUOTATION

For

Engagement of Consultant for Study of Existing Master Plan and Preparation of Revised Master Plan of Commercial Land Parcel at Bijwasan.

NIQ No. RLDA/2022/Project/NIQ/Bijwasan/Land Parcel/ 11 of 2022 Dated:- 06.09.2022.

1. General:

1.1 Indian Railways is one of the biggest landowners in the country. While majority of the land of around 4.3 lakh hectares is under use for Railway operations including tracks, station and yard structures, around 43,000 hectares lie vacant and unutilized.

1.2 For development of the surplus land for commercial development, RLDA (a statutory authority) was constituted in November 2006 by an amendment to the Railway Act 1989 as a separate entity under the Ministry of Railways to undertake all tasks related to property development on railway land under the control of the Ministry of Railways.

1.3 RLDA invites Quotation on prescribed Forms and annexure in this NIQ for engagement of Consultant for **Study of Existing Master Plan and Preparation of Revised Master Plan of Commercial Land Parcel at Bijwasan.**

1.4 This NIQ consists of:

Part-I: Instructions to Applicants (ITA) Part-

II: Terms of Reference (TOR)

Part-III: Application and proposal Forms (APF) Part-

IV: General Conditions

1.5 Applicants are encouraged to inform themselves fully about the assignments and the conditions before submitting the Application by visiting RLDA office. Please note that no cost of any such visit is reimbursable by RLDA.

1.6 **Detailed description of the Scope of Services, Deliverables, and other requirements related with this Consultancy are prescribed in the Part-II 'TOR'.**

1.7 Applicants are encouraged to inform themselves fully about the assignments and the conditions before submitting the Application by visiting RLDA office. Please note that no cost of any such visit is reimbursable by RLDA.

2. Submission of the Proposals

2.1 The Consultant(s) shall submit their proposal in a single sealed envelope (Financial Proposal) and clearly marked on the top of envelope as **NIQ for Engagement of Consultant for Study of Existing Master Plan and Preparation of Revised Master Plan of Commercial Land Parcel at Bijwasan** containing following documents and shall be dropped in Tender Box earmarked for said Quotation in RLDA premises, New Delhi.

(i) Complete set of NIQ document duly signed and stamped by the authorized signatory as a token of acceptance of Terms & Conditions of NIQ;

(ii) NIQ form no. 1 duly filled in and signed by the authorized signatory on each page.;

(iii) Financial proposal on NIQ form-2 duly filled in and signed by the authorized signatory; and

3. The last date & time for submission for proposals is **15.09.2022 up to 1500 hrs.**

The proposals shall be opened on the same date at 1530 hrs. in the presence of representatives of those firms who choose to be present. No submission of Quotation is allowed after due date

and time. The proposal shall be addressed to:

DGM/Tender
Rail Land Development Authority,
Unit No. 702-B, 7th Floor, Konnectus Tower-II,
DMRC Building, Ajmer Gate, New Delhi-110002.
Phone No. : 011-23233518

- 3.1 Offers received after due date & time of submission shall not be considered and shall be returned un-opened.
- 3.2 All notices related to this Quotation including clarifications/ amendments/ addendums to the NIQ document can be sought from CPM/Delhi Unit of RLDA.
- 3.3 Interested Applicants may obtain further information from:-
 - (i) CPM/Delhi (email:sharmamanoj2471@gmail.com) Mob: 7982618481
 - (ii) JGM/P/NDLS (e-mail: jgmtender@gmail.com) Mob: 7011051338
- 3.4 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

“Engagement of Consultant for Study of Existing Master Plan and Preparation of Revised Master Plan of Commercial Land Parcel at Bijwasan.”

- 3.5 The schedule of important dates for the Quotation process are as following, subject to changes, if any, which will be advised through addendums/amendments:

S.N.	Event Description	Date(s)
1	Last date of submission of Quotation (the “Quotation Submission Date”)	15.09.2022 up to 15:00 hrs.
2	Opening of Quotation	15.09.2022 at 15:30 hrs.

4. **Validity of the Offer**

The offer shall be kept valid for a minimum 60 (sixty) days from the date of opening.

5. **Financial Proposal**

- 5.1 The Application shall be submitted with letter of proposal in the format specified in NIQ Form-1 and 2. The amount quoted in NIQ form-2 should be inclusive of GST and all taxes and duties and nothing extra shall be payable. The fee of the Consultant shall be inclusive of all costs related to visits, attending meetings, conferences and making suitable presentations etc.
- 5.2 Financial offer (lump sum) as submitted by the Consultant shall be considered in evaluation and selection of the Consultant. However, each element of financial proposal of the selected applicant may be reviewed during contract negotiations, if any, to determine the final contract price before issue of Letter of Acceptance (LOA) or during the currency of contract for any variation due to change in scope of the work.

6. **Letter of Acceptance (LOA)**

- 6.1 The Lowest Consultant in terms of NIQ and upon successful completion of negotiations, if required, shall be considered for issue of LOA. The selected Applicant shall send duly signed duplicate copy of LOA, as token of its acceptance within 5 (Five) days of issue of LOA and required to commence the consultancy immediately upon receiving the e-mail containing scanned copy of LOA.

- 6.2 The LOA together with NIQ shall be a binding Contract Agreement between the selected Applicant and RLDA.
- 6.3 If the Consultant fails to comply with any of the conditions indicated in NIQ (unless any period is relaxed by RLDA for compelling and genuine reasons; and the decision of RLDA in such case would be absolute & final), the LOA can be withdrawn duly forfeiting the bid security of the Consultant.
7. **Performance Security**
- 7.1 The successful Applicant shall submit a Performance Security to RLDA for a sum equivalent to 3% of the Cost of the Consultancy or Rs. 58,500/- whichever is higher. The Successful Applicant shall have to submit Performance Security within 10 (Ten) days from the date of issue of Letter of Acceptance (LOA) by RLDA. Extension of time for submission of Performance Security beyond 10 (Ten) days and up to 20 (Twenty) days from the date of issue of LOA may be given by RLDA on written request of the Successful Applicant. However, a penal interest @ 15% per annum, on the amount of Performance Security, shall be payable by the Successful Applicant for the period of extension beyond 10 (Ten) days. In case Successful Applicant fails to submit the Performance Security even up to 20 (Twenty) days from the date of issue of LOA, the contract shall be terminated by cancelation of LOA and other dues, if any, payable against this contract shall be forfeited.
- 7.2 The Performance security shall be in the form of Demand Draft / Bankers' Cheque or Pay Order in favour of "Rail Land Development Authority", drawn on any nationalized or scheduled commercial bank and payable at New Delhi. The said Performance Security will be kept valid for 03 (Three) months from the date of issue of LOA initially. Thereafter, if required due to administrative exigency or otherwise, the same shall be kept valid for further three months or for such period, as may be decided by RLDA, over and above the above period mentioned in the clause. The Performance Security would however be forfeited in case of any event of Default leading to termination of contract as described in the Agreement.
- 7.3 The Performance Security shall be released two months after the payment of the final bill and receipt of no claim certificate as well as completion certificate issued by competent authority.

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Notice Inviting Quotation for Engagement of Consultant for Study of Existing Master Plan and Preparation of Revised Master Plan of Commercial Land Parcel at Bijwasan



Part – II: Terms of Reference (TOR)

TERMS OF REFERENCE

1. PROJECT BRIEF

1.1 The Ministry of Railways, Govt. of India vide its entrustment letter no. 20/SD-2/22/07/1 has entrusted following land parcels at and around Bijwasan for development to RLDA.

i. Land for Station Development-

Entrustment of 6,55,133.00 sq.m. of land (including Railway Tracks) for construction of railway station building including platform surfacing, FOBs, Concourse in air-space, walkways to metro, plazas, circulating area, parking, landscaping utilities etc.

ii. Land for Commercial Development

Entrustment of 2,28,549.60 sq.m. of land for commercial development.

1.1 Accordingly, Technical Consultancy Work for “Preparation of Technical Feasibility Study and Master Plan for Development/Redevelopment of Bijwasan, New Delhi Railway Station on Indian Railway Network” was awarded to M/s Sener Ingenieria Y Sistemas Railway S.A. (Spain) + M/s Balaji Railroad System Limited (BARSYL) - India (consortium) vide LOA No. IRSDC/CT-5 of 2012/Bijwasan-New Delhi/83 dt. 04.02.2013.

1.2 A Master Plan for **entire land** including station redevelopment was prepared by the Technical consultant. The status of approvals of the Master Plan is as under:

Applicable Permits/Approvals	Approving/NO CA Authority	Status	Reference
Master Plan Approval	Northern Railway	Approved on 25.03.2015	--
Master Plan/Traffic circulation Plan	UTTIPEC	Approved on 08.05.2015	Dy. Director (Arch.) letter no. F-5(54)2014/(UTTIPEC)/D- 96
Delhi Urban Art Commission	DUAC	Approved on 19.05.2016	No. 27(01)2016- DUAC issued by Secretary, DUAC
Height clearance	AAI	Separate NOCs received for different areas. Year 2015.	NOC received but to be renewed.

Firefighting scheme Approval (on master plan)	Delhi Fire Service	Approved on 03.09.2014	No. F6/DFS/MS/BP/2014/2076 from Director /Delhi Fire Service
Delhi Metro	DMRC	18.09.2017	No. DMRC/Land/15/NOC/506/1121 from CE/General/DMRC
		15.06.2021	In-principle NOC for MU8 subplot received No. DMRC/Land/15/NOC/506/372 2
Archaeological Survey of India	ASI	NOC received on 18.07.2017	F.No.6/30/2016/M/RDN-290 from Regional Director (N)
Commercial development in and around the station	Cabinet Approval	Approved on 17.10.2018	--
Environment Management Plan	Railway Board	To be prepared/obtained	19-172/2018-IA.III dated 28.05.2020
Tree Cutting	Forest and Wildlife Department, GNCTD	To be obtained	--
Permission/Assurance for Water	DJB	To be obtained	--
Assurance/NOC for wastewater discharge	PWD/DJB	To be obtained	--
IOCL pipeline	IOCL	To be obtained prior to construction	--

- 1.4 The work of station development has already been awarded to EPC contractor M/s Kamaladitya Construction Pvt. Ltd. and its construction is under progress.

- 1.5 Now RLDA desires to monetize the balance land through commercial development. The already approved Master Plan by aforesaid external agencies has been prepared at 100 FAR on entire land, and sub-plots over this land parcel have been carved out for Mixed Use (MU) development. In first phase, the land parcel containing the sub-plots MU4, MU5 & MU6 are planned to be monetized. RLDA desires to appoint an Architect Consultant to provide consultancy services for revising the Master Plan already approved by aforesaid agencies, by reconfiguration of above-mentioned three subplots into one parcel of land, and maximizing the FAR & Ground coverage for this land parcel and re-distribute the balance FAR and ground coverage on balance sub-plots (including the development of station) with preparation of development parameters for each sub-plot, keeping the overall FAR 100, with Ground Coverage and internal traffic circulation network unchanged from approvals already obtained.

2 SCOPE OF WORK:

2.1 Physical Survey and demarcation of sub-plots: The Architect Consultant will carry out the following:

2.1.1 A detailed survey of the site and the surrounding areas to prepare accurate Base Map of the entire land. The survey should not be confined to the site but also include existing trunk infrastructure services and facilities, internal as well as external, road network being constructed by PWD in the vicinity and adjoining land to present an overview of the existing development around the site and its interdependence on proposed development on the RLDA land.

2.1.2 The Consultant will provide details about the extent of existing structures in the area.

2.1.3 The survey will also find out from concerned agencies and demarcate the exact location, profile and dimensions/area, of any reservations both over the ground and underground such as IOCL underground pipeline buffer area and underground DMRC Lines and station buffer areas etc..

2.1.4 A report shall be prepared on topographic survey indicating base line survey report which shall include GPS benchmark, GTS benchmark, triangulation network points (temporary benchmark), along with the photographs of important locations, demarcation of site boundaries, internal roads, and demarcation of sub-plots with geo-coordinates etc.

2.2 Revision of existing Master Plan for the entire land:

2.2.1 Study of the existing Master Plan of the entire land:

2.2.1.1 The Architect Consultant will study the existing Master Plan already approved by aforesaid external agencies, in terms of development control norms followed, with respect to Master Plan for Delhi 2021, Zonal Development Plan and Unified Building Byelaws 2016 for Delhi, the latest amendments in these documents and their impact on the existing Master Plan of the entire land.

2.2.1.2 The Architect Consultant will also study the traffic and transportation studies already done and also the proposed traffic and transportation network, both internal as well as external. Also, the latest developments coming up around the site will be studied such as upcoming flyovers on UER – II abutting the site and their impact on proposed traffic and transportation network proposals for this entire land.

- 2.2.1.3 The Architect Consultant will interact with all the stakeholder agencies responsible for development in near vicinity of the Site, such as DMRC, DDA, PWD, AAI etc. and to study the impact of their development on the Master Plan of the entire land. The Architect Consultant will suggest measure to mitigate any such impact with the ambit of approvals already received from above mentioned external agencies.
- 2.2.1.4 The Architect Consultant will interact with the EPC contractor to ascertain the impact of the station redevelopment scheme and will ensure to integrate the same in the revised Master Plan of the Site.
- 2.2.1.5 The Architect Consultant will interact with DDA to understand the applicability of TOD Policy on the site with this development being a TOD Scheme and applicable Development Control norms in terms of latest amendments in Master Plan for Delhi 2021 regarding Transportation Land use.
- 2.2.2 Preparation of Revised Master Plan:**
- 2.2.2.1 The Architect Consultant will reconfigure the above-mentioned three subplots (MU4, MU5 & MU6) into one parcel of land, and maximizing the FAR & Ground coverage for this land parcel keeping the height restrictions and other reservation on this re-configured combine land parcel including the preparation of development parameters for this combine land parcel.
- 2.2.2.2 The Architect Consultant will re-distribute the balance FAR and ground coverage (after deducting the FAR and ground coverage used for station redevelopment also) on the balance sub-plots with preparation of development parameters for each sub-plot,
- 2.2.2.3 While doing the exercises mentioned in clauses above, the Architect Consultant will ensure that the overall FAR of 100 is maintained, and Ground Coverage with internal traffic circulation network remains unchanged from existing Master Plan for which the approvals have already been obtained.
- 2.2.2.4 The Architect Consultant will prepare the requisite submission drawings and documents as required for statutory LAYOUT APPROVAL for this revised Master Plan by RLDA as Authority, in terms of MoU with DDA.

- 2.2.2.5 The Architect Consultant will provide technical support for procuring the statutory Layout Plan approval for this revised Master Plan by RLDA through their Online Building Plan Approval Policy (OPAS).
- 2.2.2.6 Once the statutory Approval is accorded by RLDA, the same will be sent by RLDA to DDA for information. The Architect Consultant will provide technical support in clarifying issues, if any, raised by DDA in this regard.
- 2.2.2.7 Further, the Architect Consultant will also prepare Master Plan of the entire Land Parcel on Transit Oriented Development (TOD) norms of Master Plan for Delhi (MPD) 2021 and enumerate the steps to be taken to avail TOD norms as per MPD 2021. Then comparison of Master Plan made as per TOD norms viz-a- viz Master Plan made on over all FAR 100 will be done along with presentation which will be provided by the Architect Consultant.

3 Schedule of Deliverables and Payment Stages:

3.1 The entire task will be completed with following schedule for deliverables and payment at each stage:

KD No.	Name of Deliverable	Cumulative Duration	% of fees
1	Completion of the Physical Survey and demarcation of sub plots as per clause 2.1.	D+3 weeks	15%
2	On submission of a report on the findings of the Study of the existing Master Plan of the entire land as per clause 2.3.1.	D+4 weeks	15%
3	On completion of the Preparation of revised Master Plan as per clause 2.3.2	D+7 weeks	20%
4	On approval of the revised Layout Plan for the entire site as per clause 2.3.2.5	D+08 weeks	20%
5	On completion of work as per clause 2.3.2.6	D+ 10 weeks	30%
Sub Total		10 weeks	100%

- i. All payments against key deliverables will be made on completion and approval of respective key deliverable activity. The %age payment indicated is for the purpose of stage payment and do not correspond to the exact effort of particular activity.
- ii. If required, the any component & Deliverables can be further divided into multiple sub stages. In that case the percentage payment of each sub stages will be divided into pro rata basis.
- iii. The above mentioned stages & deliverables are indicative. In benefit of the project any project components can be started parallel or subsequently, with the prior approval of the RLDA. In that case each deliverable submission shall be payable.
- iv. Necessary TDS/ withholding tax etc, if any, shall be deducted as per applicable rates.
- v. The official and statutory fees required for obtaining approval and any other mandatory clearance from Govt. authorities shall be paid by RLDA on submission of requisite invoice.



Part-III: Application & Proposal Forms

NIO Form No.: 1
Letter of Proposal

(On Applicant's letter head)

To,

**The Jt. General Manager/P/NDLS
Rail Land Development Authority,
Unit No. 702-B, 7th Floor, Konnectus Tower-II,
DMRC BUILDING, AJMERI GATE,
NEW DELHI-110002**

SUB:-Engagement of Consultant for Study of Existing Master Plan and Preparation of Revised Master Plan of Commercial Land Parcel at Bijwasan.

REF:- NIQ No. RLDA/2022/Project/NIQ/Bijwasan/Land Parcel/ 11 of 2022 Dated:- 06.09.2022.

Dear Sir,

1. With reference to your NIQ I/We, having examined all relevant documents and understood their contents, hereby submit our Financial Proposal for **Study of Existing Master Plan and Preparation of Revised Master Plan of Commercial Land Parcel at Bijwasan.**
2. The proposal is unconditional and unqualified.
3. I/We undertake to provide any additional information it may deem necessary or require for supplementing or authenticating the Proposal to RLDA.
4. I/We acknowledge the right of the RLDA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We declare that:
 - (a) I/We have examined and have no reservations to the Documents, including any Addendum issued by the RLDA;
 - (b) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any Quotation or Notice inviting Quotation issued by or any agreement entered into with the RLDA or any other public sector enterprise or any Government, Central or State; and
6. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
7. I/We hereby irrevocably waive off right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the RLDA and/ or the Government of India in connection with the selection of the Consultant or in connection with the Selection process itself in respect of the above mentioned Project.
8. I/We agree and understand that the proposal is subject to the provisions of the document. In no case, shall I/We have any claim or right to whatsoever nature if

- the Consultancy for the Project is not awarded to me/us or our proposal is not opened.
9. I/We agree to keep this offer valid for 60 (Sixty) days from the NIQ submission date specified in the proposal.
 10. In the event of my/our being selected as the Consultant, I/We agree to enter into a Contract Agreement with RLDA. We agree not to seek any changes in the aforesaid Contract Agreement and agree to abide by the same.
 11. I/We have studied the document carefully and also surveyed the Project site. I/we shall have no claim, right or title arising out of any documents or information provided to us by RLDA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
 12. I/We agree and undertake to abide by all the terms and conditions of the Document. In witness thereof, I/We submit this Proposal under and in the accordance with the terms of the Document.
 13. In the event of withdrawal of my/our offer after opening, I/We shall not be entitled to raise any claim on this account.

Yours faithfully,

(Signature of the Authorized Signatory)

(Name and designation of the Authorized Signatory)

NIO Form No.: 2

FINANCIAL PROPOSAL

I/We, the undersigned, offer to provide the consultancy services in accordance with your Terms of Reference of the NIQ. I/We also accept, without any deviation, the terms and conditions of the above tender. Our **Lump-sum fee** (inclusive of GST and all other taxes and levies) for the services would be as under:

Notice Inviting Quotation for Engagement of Consultant for Study of Existing Master Plan and Preparation of Revised Master Plan of Commercial Land Parcel at Bijwasan.	
(In figures)	
(In words)	

Note :

- (1) In case of any discrepancy between words and figures, the former will prevail.
- (2) The rates quoted are inclusive of GST and all other taxes and levies. We understand clearly that you are not bound to accept any proposal you receive. We also understand that incomplete or conditional offers would be summarily rejected.
- (3) I/We understand clearly that eligible L-1 firm will be awarded the assignment.
- (4) I/We understand clearly that RLDA is not bound to accept any proposal. I/We also understand that incomplete or conditional offers would be summarily rejected.

Yours faithfully,

Date:

Authorized Signatory
Name
Seal of the Company

Part-IV: General Conditions

1. INTERPRETATION

1.1 In this Agreement the following expressions shall have the following meanings:-

The letter of Acceptance (LoA) issued by RLDA together with this Quotation document shall be treated as "Agreement".

“Confidential Information” includes all information supplied by the RLDA to the Consultant about the Project or the RLDA’s affairs or finances or which comes into the possession of the Consultant during the course, or as a consequence, of its providing the Services to the RLDA.

“Consultant’s personnel” shall include the Consultants employees; any person engaged to provide services by the Consultant and any other person acting on behalf of the Consultant.

"Force Majeure" means riots, war, and exceptional weather conditions for the time and location of the Services, or any other cause beyond the reasonable control of the affected party which by exercise of reasonable diligence could not have been prevented or provided against, except financial distress.

“Party” means the RLDA or the Consultant referred to individually; “Parties” means RLDA and the Consultant collectively.

“Consultancy Services ” or “ Services” means all of those services to be provided by the Consultant to the RLDA in accordance with this Agreement and as set out in Terms of Reference of the NIQ and shall include all works incidental thereto.

1.2 In this Agreement:-

1.2.1 A reference to any Act of Parliament or to any other legislative instrument shall also include a reference to any consolidation, amendment or re-enactment of the Act;

1.2.2 The various headings appearing in this Agreement are only for the sake of convenience and shall not affect the interpretation of the subject matter of various clauses of this Agreement.

2. CONSULTANCY SERVICES (FINANCIAL EXPERT)

2.1 The RLDA hereby engages the Consultant to provide Consultancy Services related to **Study of Existing Master Plan and Preparation of Revised Master Plan of Commercial Land Parcel at Bijwasan on the terms and conditions set out in this Agreement.**

2.2 The Services shall commence on the date of issue of Letter of Acceptance (hereinafter referred to as ‘LOA’) and shall be completed as per the detailed time-frame indicated in Terms of Reference (TOR) of the ‘NIQ’.

3. CONSULTANT’S SERVICES

3.1 The Consultant shall provide the Services with due diligence, to the best of his ability and making full use of his skill, knowledge, experience, expertise and in a workmanlike manner according to the highest standards acceptable in the industry and to the reasonable satisfaction of RLDA.

3.2 In providing the Services, the Consultant shall devote such time and effort as may be required to ensure proper performance of this Agreement duly within the time frame specified.

3.3 Time is the essence of the contract. Internal target dates as specified in TOR of the NIQ, should be strictly adhered to by the Consultant, failing which RLDA will have the right to take action against the Consultant in accordance with the contract which includes, and is not restricted to, imposition of liquidated damages vide Clause 4 of this Agreement and termination as per Clause 6 of the Agreement.

3.4 In providing the Services the Consultant shall comply with all the prevailing laws and legislation in force, both local and Central.

3.5 The Consultant shall, apart from providing services as mentioned in TOR of the NIQ,

- Hold meetings with RLDA Officials as required during the period of this Agreement,
- Liaison with the RLDA Officials as often and in such manner as may be necessary to secure the satisfactory and timely completion of the Services,
- At all times act in good faith; and

4. Delays in providing the Services by the Consultant and Extension of Time

4.1 Delays: Any delay by the Consultant in the commencement or delay in performance of its contractual obligations shall render the Consultant liable to any or all of the following:

- a) Imposition of Liquidated damages (L.D.) @ 0.5% of the contract value per week, subject to maximum of 10% of the contract value.
- b) Termination of the contract, in terms of Clause 6 below.

4.2 **Extension of Time.** Any delay/ non-performance arising out of / caused by reasons not attributable to and not under control of the Consultant, shall not attract the sanctions mentioned in Clause 4.1 above. If at any time during performance of the Contract, the Consultant encounters such conditions impeding timely completion of the work under the Contract and

performance of services, it shall immediately notify RLDA in writing of the fact of the delay, its likely duration and its causes. As soon as practicable, after receipt of the Consultant's notice, RLDA shall evaluate the situation and may at its discretion (which shall not be unjust/unreasonable) extend the Consultant's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

5. Force Majeure

- 5.1 The Consultant shall not be liable for payment of liquidated damages or termination for default, to the extent that, delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 5.2 If a Force Majeure situation arises, either party shall promptly notify the other party in writing of such conditions and the cause thereof. Unless otherwise directed by the RLDA in writing, the Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 5.3 However, RLDA may terminate this Contract by giving a written notice of minimum 7 days to the Consultant, if as a result of Force Majeure the Consultant is unable to perform a material portion of the services for a period of more than 30 days. Material portion of the services for the purposes of this clause is defined in terms of deliverable and time frames mentioned in 'Terms of Reference' of the NIQ. Termination pursuant to this Clause will not prejudice any pre-existing claims which either party may have against the other party.

6. Termination

- 6.1 Without prejudice to the succeeding provision of this clause, the Agreement shall come to an end after the Consultant has rendered all the services to the satisfaction of the RLDA and the same are accepted by RLDA.
- 6.2 The RLDA may, by giving notice in writing, immediately terminate this Agreement if the Consultant or any of the Consultant's personnel:
 - 6.2.1 Breaches any of the terms of this Agreement which, in case of a breach capable of being remedied, is not remedied by the Consultant within ten days of receipt of a notice from RLDA specifying the breach and requiring its remedy;
 - 6.2.2 Having remedied the breach referred to in sub-paragraph 6.2.1 further breaches the terms of the Agreement on two or more occasions;
 - 6.2.3 Is incompetent, guilty of gross misconduct or any serious or persistent negligence or serious or persistent default in the provision of the Services, including (but not limited to) the disclosure to any person not authorized by RLDA of any Confidential Information;
 - 6.2.4 Commits any offence under the Prevention of Corruption Act 1988;
 - 6.2.5 Fails or refuses to provide the Services required pursuant to the provision of this Agreement after written warning;
 - 6.2.6 Is guilty of delay in commencement of services or delay in performance of its contractual obligations.
- 6.3 RLDA may also terminate this Agreement in terms of Clause 5.3.
- 6.4 If in the opinion of the RLDA, Consultant becomes or is in jeopardy of becoming insolvent or bankrupt, or has a receiving order made against it, or compounds with its creditors, or any of them RLDA shall be entitled to terminate this Agreement by notice to the Consultant. The Consultant shall immediately notify RLDA should it be in jeopardy of becoming insolvent, bankrupt or has a receiving order made against it or enters into a composition with its creditors or any third party.
- 6.5 Any act on the part of the parties after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension or revival of validity of this Agreement. In the event of early termination of this Agreement for any reason, the liability of the Parties shall be restricted to the amounts that have become payable to the Parties till the date of termination of the Agreement.
- 6.6 RLDA also reserves the right to short close the Agreement any time after evaluation of Draft Report and/or Final Report. No compensation shall be payable beyond the services payable as per Payment Schedule

7. AMENDMENT/WAIVER

- 7.1 No amendment, modification or waiver of any provision of this Agreement shall in any event be effective unless the same has been made in writing and signed by a duly authorized officer of each of the parties, and approved in writing by other and any waiver or consent shall be effective only in the specific instance and for the specified purpose for which it is given.

8. LIABILITY OF CONSULTANT TO THE CLIENT

8.1 The Consultant shall be liable to pay compensation to the Client arising out of or in connection with the Agreement if a breach of Contract is established against him. The aggregate liability of the Consultant under this Agreement, or otherwise in connection with the services, in contract or tort, under statute or otherwise, shall in no event exceed the fees payable to the Consultant for its services.

9. CONFIDENTIAL INFORMATION

9.1 The Consultant agrees to treat all confidential information of RLDA as secret and confidential at all times.

9.2 The Consultant shall not, save for in situations falling under Clause 9.3 below, at any time, for any reason, disclose or permit to be disclosed to any person any Confidential information and the Consultant shall not otherwise make use of or permit any use to be made of any Confidential information by any person. The Consultant agrees that the confidential information will not be disclosed by it or its personnel to third parties either during or after the termination of this Agreement. The provisions of this Clause shall survive the termination of this Agreement.

9.3 Without prejudice to Clauses 9.1 and 9.2 the Consultant may disclose confidential information to only those of its personnel who need to know it in order to provide the Service. However, in doing so the Consultant shall at all times ensure that its personnel involved in providing the Service, or who otherwise come across Confidential information in the course of their duties are made aware of the confidential nature of information and do not disclose it or otherwise breach the provisions of this section.

9.4 In the event any confidential information is disclosed by the Consultant or any of its personnel, RLDA will have the right to take action against the Consultant under the law as it may be advised for unauthorized disclosure of confidential information, notwithstanding any Agreement between the Consultant and its personnel.

9.5 On termination of this Agreement (however such termination may arise) the Consultant shall deliver to the RLDA all working papers, computer disks and tapes or other material and copies provided to the Consultant by RLDA pursuant either to this Agreement or to any previous obligation owed to the RLDA regarding the Project.

10. INTELLECTUAL PROPERTY

10.1 The Consultant warrants that in providing the Services it shall not infringe copyright, patent, confidential information or any other intellectual property right of any third party and indemnifies the RLDA against any claim made against it arising from any infringement of any intellectual property right belonging to any third party. In the event, the Consultant relies on or make use of any intellectual property right belonging to a third party, the Consultant would be solely responsible to negotiate and pay the royalty to the third party and no such expenditure would be payable by the RLDA.

10.2 The copyright including the database rights in all the works produced during the course of or in consequence of providing the Services shall belong to the RLDA absolutely. RLDA will be the owner of the copyright in the works produced during the course of providing service. RLDA has the right to use the same anywhere else, without paying extra compensation to the Consultant.

11. DISPUTES

11.1 Any disputes which may arise as to the terms of this contract will be dealt with in accordance with the provision of clause 11.

11.2 If any dispute arises between the parties in relation to this contract, then either party may request the other to participate in a meeting of their respective senior managers or any other authorized officer/representative, in order to discuss the dispute and to agree to a strategy to resolve it. The Parties shall then liaise in good faith to arrange and implement the meeting within ten (10) working days and shall exchange statements at least three (3) clear working days prior to the date of the meeting, setting out their respective views of the issues, which are in dispute.

11.3 If notwithstanding any steps taken by the parties pursuant to paragraph 11.2, the dispute between them remains unresolved within one (1) month of the date on which the dispute arose, then the matter will be referred to the Board of Directors/Board of Members of the respective parties, setting out the respective views on the issues and for the purpose of resolution of the dispute. If within fourteen (14) days, or such longer period as the parties may agree, of such request they fail to meet or resolve the dispute then clause 11.4 will apply.

11.4 If notwithstanding any steps taken by the parties pursuant to Clause 11.3 the dispute remains unresolved within the time period previously agreed, then either party may serve notice on the other to require the dispute to be referred to arbitration. The Arbitrator(s) shall be appointed by Vice-Chairman of RLDA, from the panel of arbitrators of RLDA or otherwise, whose decision

shall be final and binding. The arbitration proceedings shall take place at Delhi in accordance with the Arbitration and Conciliation Act 1996, as may be amended or re-enacted from time to time.

11.5 In case of court case, the jurisdiction of courts shall be Delhi only.

12. NOTICES

12.1 Any notices to be served by the parties under this contract shall (subject to any contrary provision of this contract) are served by registered post or courier or facsimile transmission or e-mail and any notice:-

12.1.1 To the RLDA shall be sent to Vice Chairman or to such other person/address as may from time to time be notified to the Consultant by the RLDA for the purposes of this paragraph; to the Consultant, shall be addressed to the Consultant at the premises, or to such other person/address as may from time to time be notified to the RLDA by the Consultant for the purposes of this paragraph.

12.2 If a notice is served by:

12.2.1 Registered post or courier, it shall be deemed served on the second working day after posting;

12.2.2 Facsimile transmission (FAX) or e-mail, shall be deemed served on the day of its transmission if transmitted prior to 6.00 pm, or if it is transmitted after this time on the day in question then it shall be deemed served on the next working day;

12.2.3 Either party may give notice to the other of change of address/ tele-fax nos. for Service of Notices in accordance with the provisions of this Clause 12.

13. GOVERNING LAW

13.1 This Agreement shall be governed by and construed in accordance with the substantive laws of India.

14. ASSIGNMENT

14.1 This Agreement is personal to the Bidder and any right or obligation arising under it may only be sub-contracted, assigned or otherwise transferred with the prior consent in writing of the RLDA, except to the extent mentioned elsewhere in this Agreement, more specifically in the 'Instructions to Applicants' of the 'NIQ.

15. CONFLICT OF INTEREST

15.1 An Applicant shall not have a conflict of interest with regard to this assignment. Any Applicant found to have such a conflict of interest shall be disqualified.

15.2 RLDA requires that the Bidder provide professional, objective, and impartial advice and at all times hold Authority's interests paramount, avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of Authority.

15.3 Without limitation on the generality of the foregoing, the Bidders, and any of its associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:

(a) If there is a conflict among this and other consulting assignments of the Bidder (including its personnel and sub-Bidders) and any subsidiaries or entities controlled by such Bidder. The duties of the Bidder depend on the circumstances of each case. While providing consultancy services to Authority for this particular assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment.

(b) A firm which has been engaged by Authority to provide goods or works for a project, and any of its affiliates, will be disqualified from providing consulting services for the same Project. Conversely, a firm hired to provide consulting services for the preparation of implementation of a project, and any of its affiliates, will be disqualified from subsequently, providing goods or works or services related to the same project.

(c) An Applicant eventually appointed to provide Consultancy for this Project, as well as any of its affiliates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same Project (other than a continuation of the firm's earlier consulting services).

16. SEVERABILITY

16.1 If any provision of this Agreement is held illegal or unenforceable by any court or other authority of competent jurisdiction, such provision shall be deemed severable from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provision of this Agreement.



17. BIDDER'S WORK ON THE CONSULTANCY TO BE THE PROPERTY OF RLDA:

17.1 All deliverables (including the basis for various worksheets in soft form/any software) shall become the property of RLDA and shall be used by RLDA as deemed fit. Soft copies of deliverables shall also be furnished as required by RLDA.

18. WAIVER

18.1 Any failure on the part of any party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the other party to whom such compliance is owed. In absence of such written waiver, no forbearance or other failure to insist on prompt Compliance with any obligation, agreements or conditions hereunder shall be deemed to constitute a waiver of the rights of the party to whom compliance is owed.

Date:

Signature of Consultant:

Place:

Seal of the Consultant:

Name & Address of Consultant:

*****End of NIQ Document*****