



**EMPANELMENT OF CONSULTANTS
(LAND ACQUISITION)
FOR**



14th March' 2017

EXPRESSION OF INTEREST

Last date of submission: 23.03.2017 up to 3.00PM

NATIONAL HOUSING DEVELOPMENT ORGANISATION

NHDO, KAUSHAL HOUSE, UPPER GROUND FLOOR,
39-NEHRU PLACE, NEW DELHI-110019

Phones: 011-41033648/49, 9643403648, Email: info@nhdoindia.org

DISCLAIMER

This Expression of Interest (EOI) document is neither an agreement nor an offer by the National Housing Development Organisation (NHDO) to the prospective Applicants or any other person. The purpose of this EOI is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this EOI.

NHDO does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this EOI document and it is not possible for NHDO to consider particular needs of each party who reads or uses this EOI document. This EOI includes statements which reflect various assumptions and assessments arrived at by NHDO in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this EOI document and obtain independent advice from appropriate sources.

NHDO will not have any liability to any prospective Consultancy Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document, any matter deemed to form part of this EOI document, the award of the Assignment, the information and any other information supplied by or on behalf of NHDO or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. NHDO will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this EOI.

NHDO will not be responsible for any delay in receiving the proposals. The issue of this EOI does not imply that NHDO is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the consultancy and NHDO reserves the right to accept/reject any or all of proposals submitted in response to this EOI document at any stage without assigning any reasons whatsoever. NHDO also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the EOI Application.

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

Expression of Interest (EOI) Notice

National Housing Development Organisation

NHDO, KAUSHAL HOUSE, UPPER GROUND FLOOR,
39-NEHRU PLACE, NEW DELHI-110019

Phones: 011-41033648/49, 9643403648,

Email: info@nhdoindia.org,

National Housing Development Organisation (NHDO) invites Expression of Interest on '**All India Basis**' from reputed and well experienced Agencies/ firms for "**EMPANELMENT OF CONSULTANTS FOR LIAISONING FOR LAND ACQUISITION**".

Following shall be applicable for Expressing Interest:

Empanelment Fee (Non Refundable)	Rs.20,000/- (Rs. Twenty Thousand only)
Empanelment Document to be downloaded from NHDO website (www.nhdoindia.org)	14 th March, 2017
Last date of receipt of document:	23 rd March, 2017 up to 1500 hours

Detailed terms and conditions and other related information is given in the EOI Document. For more details, please visit NHDO website www.nhdoindia.org

General Instructions

- 1) The proposals shall be submitted manually at the client's address. The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposal.
- 2) The Proposals shall be signed and submitted by the Authorized Signatory of the Agency. The authorization shall be attached as part of the Proposal and shall be in the form of a written power of attorney/ board resolution or in any other form demonstrating that the representative has been duly authorized to sign.
- 3) The Agency shall bear all costs associated with the preparation and submission of their proposals. NHDO is not bound to accept any or all proposals, and reserves the right to annul the selection process at any time prior to award of contract, without any liability to NHDO.
- 4) Agencies may seek clarifications, if any. Any request for clarification must be sent in writing or by fax to NHDO at the official address:

**Director, NHDO, KAUSHAL HOUSE, UPPER GROUND FLOOR,
39-NEHRU PLACE, NEW DELHI-110019, India**
Phones: 011-41033648/49, 9643403648, Email: info@nhdoindia.org

- 5) Proposals must reach NHDO office as per the date and time mentioned in this document. It is the responsibility of the Applicant to submit the proposal before the last date and time at the client's address and NHDO shall not be responsible for any delay.
- 6) *This empanelment shall be valid for a period till no further empanelment process is carried out by NHDO.*
- 7) Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant and cancellation from Empanelment.
- 8) The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- i) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - ii) Consult with any Applicant in order to receive clarification or further information;
 - iii) Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
 - iv) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
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- 9) Agency(s) shall provide to see/overview Agency's office premises, machines information, various works carried out etc. at any time.
 - 10) Mere participation in this process does not guarantee that the firm will be empaneled. As per pre-qualification and technical merit list agencies shall be empaneled by the NHDO.
 - 11) The costs incurred by the agency(s) in making this proposal, in providing clarification or attending discussions, presentation, meetings etc. shall be borne by the agency.
 - 12) The language for submission shall be English.
 - 13) All Annexures shall be filled in completely and all questions shall be answered. If any particular query is not relevant, it shall be stated as "NOT APPLICABLE"
 - 14) Financial data, work costs, value of work etc. shall be given in Indian rupees only.
 - 15) If a proprietary firm makes an application, it shall be signed by the proprietor, above, his full name and the full name of his firm with its current address.
 - 16) If an application is made by a firm in partnership, it shall be signed by all the partners of the firm, above their full names and current addresses or by a Partner holding the power of attorney of the firm by signing of the application in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the

partnership deed, current address of the firm and the full names, and current address of all the partners of the firm shall also accompany the application.

- 17) If a limited company or a limited corporation makes an application, duly authorized person holding the power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application shall sign it. Such limited company or Corporation will be required to furnish satisfactory evidence of its existence before the contract is awarded.
- 18) Information furnished must be sufficient to show that the applicant (along with the all parties) is a capable in all respects to successfully participate in the empaneled process.
- 19) While submitting the Annexure duly filled in, the applicant shall enclose latest copies of brochures and technical documentation giving more information about the firm and all the members.
- 20) Applicants are also required to furnish the names of works for which their firm have already been empaneled/pre-qualified for such works since last five years.
- 21) NHDO reserve the right to reject any or all application without assigning any reasons and the NHDO's decision in this connection shall be final and binding.

Issue and Receipt of Eol Document

The EOI Document shall be available for downloading from NHDO website i.e. www.nhdoindia.org and the same shall have to be submitted at the clients address with duly filled-in along with Empanelment fees mentioned in the document, by Demand Draft/Cheque drawn in the name of **'FORUM OF FINANCIAL INITIATIVES' Payable at New Delhi latest by 23rd March 2017 up to 3:00 PM.**

Empanelment fees of Rs. 20,000/- (Rs. Twenty Thousand only) (non-refundable) shall have to be furnished in form of Demand Draft/bankers Cheuqe only issued by Nationalized/Scheduled bank drawn in favor of **'FORUM OF FINANCIAL INITIATIVES'** Payable at New Delhi while submitting the completed documents. The original draft/scanned copy of the demand draft/bankers cheque shall be submitted along with the proposals. Applicants whose fee is not received at the client's office along with the proposals will be rejected.

Expression of Interest

NHDO invites Expression of Interest on **All India Basis** from qualified Agencies for Empanelment as Consultants for LIAISONING FOR LAND ACQUISITION.

1. Introduction

The National Housing Development Organisation (NHDO) has been striving to make 'Housing for All' a reality. One of the sections of the society which finds it very difficult to own a house in the career span is the salaried employees, especially at the lower rung. Towards improving access to housing for this section of the society, NHDO is committed to end the past trails and discover holistic ways by which all the sections of the society may be benefited. With this clear objective National Housing Development Organisation (NHDO) has been established as an SPV to promote, control and co-ordinate the development of houses at selected places and providing all possible assistance for acquisition of accommodation by common man across India, on no profit-no loss basis purely as a social welfare measure. The goal of the organisation is to provide quality welfare services with a special focus on the E.W.S, L.I.G, backwards, SC/ST and women for housing.

NHDO is working in a mission mode and is engrossed in proffering high quality and cost effective residential units to its members. The organisation with its in-house team of professionals comprising of more than 1000 individual talents (at present) seeks to achieve its target of delivering more than 250,000/- dwelling units in the first phase i.e. by 2019 across the country. NHDO desires to empanel qualified Consultants for LIAISONING FOR LAND ACQUISITION.

2. Requirement

NHDO would be acquiring land for *constructing Affordable Housing Colonies/Townships and/or developing other housing/residential projects* for different sections of society. The extent of land/plots requirement broadly is from **1 Acre to 500 Acres and more**.

These extents are purely for guidance purpose and indicative in nature as it shall be variable (location & demand dependent).

The locations are **pan-India** and may be located *anywhere* within India. The consultant shall initiate any land acquisition activity based on NHDO's advise only.

The Consultant shall primarily seek & identify Government owned or Urban Development Authority owned or Industrial Development Area Plot. In case such an option is not available, then, he may seek/identify Private Plots.

Reference Acts

The Consultant shall be familiar with the provisions of Land acquisition Act, 1894 and its subsequent revisions and also the provisions of — “The land acquisition, Rehabilitation & resettlement Act, 2011.” Government of India has also enacted the “Right to Fair Compensation and Transparency in Land Acquisition and Rehabilitation and Resettlement Act, 2013” on 1st January 2014 and complete knowledge of the same is also expected from the consultant.

3. Scope of Consultancy:

1) Reconnaissance survey:

Based on this survey, Consultant shall advise NHDO on different options, based on which NHDO can select the Plot/Shortlist the Plot(s) most suitable to its requirements. Approximate Extent of land available in each of the options shall be indicated by the Consultant. Map showing the locations of the various options with respect to Highway/nearest town etc. shall be submitted.

2) Preliminary Report:

Consultant shall file a Preliminary Report highlighting the following details:

- Major features of the Location of the Plot.
- Copy of Survey Of India TOPO Sheet showing the Location.
- Monuments & Tombs and Archeological sites, if any falling in the Plot.
- Trees-Number & Type, Buildings & structures encountered in the Plot.
- Quarries, if any in the vicinity.
- Land under endowments, if any.
- Litigation and critical issues, if any.
- Water body, if any.

3) Modality of Acquisition:

Advice if the Plot should be acquired through any State Government Body (such as Infrastructure Corporation, etc.) which is vested with special powers in that particular state for land acquisition OR whether acquisition should be routed through Government OR Acquisition should be through private negotiations.

4) Application to State Government/Special land Acquisition Officer/Authority:

The Consultant shall assist NHDO in filing of application for acquisition of selected Plot of Land. He shall liaison with the authorities for acceptance of the application and initiation of acquisition proceedings.

The Consultant shall also effectively co-ordinate with the Land acquisition authority for obtaining Demand Note on any advance deposits to be made by NHDO towards the proposed acquisition.

5) Details Collection:

Based on NHDO's selection(s), Consultant shall carry out Cadastral/Revenue survey and provide the enjoyment / Ownership details & Pahani abstracts/extracts. Sub-division details shall also be provided.

6) Notice under different Section of LA Act :

Consultant shall assist in formulation & printing of notices under different Sections & liaison with the officials of Tahsildar /Mandal Revenue Office/Revenue Surveyor/Gram Panchayat officials for serving the notices under those Section of the Act.

7) Tracking of Objections/Rejoinders:

The Consultant shall effectively track all objections/rejoinders/responses from NHDO/Land acquisition authority. He shall actively co-ordinate for timely and effective resolution of such objections.

8) NIL Encumbrance:

Consultant shall liaison & obtain a NIL encumbrance certificate for the subject Plot.

9) Estimate of Compensation/Valuation:

The Consultant shall effectively co-ordinate with Revenue Officials in collection of data for arriving at the Fair Market Value/estimated compensation/Valuation.

10) Award Enquiry:

The Consultant shall effectively co-ordinate and liaison for award Enquiry and passage of the award by the Land acquisition Authority.

11) Deposit of Compensation:

The Consultant shall effectively co-ordinate for remittance/acceptance of deposit of Compensation as per award Enquiry.

12) Invoking Urgency Clause:

Wherever possible, the Consultant shall effectively co-ordinate for invoking Urgency Clause by the land acquisition Authority to enable advance possession of the Land to NHDO.

13) Disbursement of award/Compensation:

The Consultant shall effectively co-ordinate for speedy disbursement of award/compensation to the land owners.

14) Facilitate taking over of peaceful possession of Land:

The Consultant shall liaison with the land owners for obtaining their No-Objection and facilitate possession of Land to NHDO in a speedy manner.

15) Taking over possession:

At the time of possession, Consultant shall facilitate/document all the assets/features being handed over and preparation of Panchanama.

4. Reports:

Consultant shall provide a weekly progress Report by email on the various Acquisition activities awarded to him by NHDO. The Report shall provide details of the status of acquisition, Areas of Concern and Completion Outlook.

In case of any requests/orders from Land Acquisition authority for certain changes in Plans and /or requests from land owners; all such requests shall be directed through a separate Report to NHDO. Consultant shall not act independently on any such request without the sanction of NHDO.

5. Experience:

Based on the relevant experience, Consultant shall be classified under either of the following categories:

➤ **Land Acquisition Consultant - Minor:**

Consultant should have provided similar service in the last seven years for acquisition of not less than three Plots of land for Companies (registered under Companies Act). Each such Plot should have been admeasuring more than 0.50 acres and not more than 9.99 acres (or 40469 sq.m).

➤ **Land Acquisition Consultant -Major:**

Consultant should have provided similar service in the last seven years for acquisition of not less than two Plots of land for Companies (registered under Companies Act). Each such Plot should have been admeasuring not less than 10 acres (or 40470 sq. m). NHDO reserves the right to upgrade or downgrade the categorization of Consultant.

6. Requirements:

- The Consultant shall be registered under Registrar of Firms.
- The Consultant's Firm should have the following minimum personnel as its associates/partners:
 - ✓ Civil Lawyer with at least three years' experience in dealing with land acquisition cases.

- ✓ One (Retired or Resigned from service) Revenue Surveyor.
- ✓ One Co-ordinator/Manager.

Proof of the above association in the form of an Agreement on Rs. 100 NJS shall be furnished.

7. Confidentiality:

The Consultant shall maintain complete confidentiality on the activities taken up by him and should refrain from making any statements to the media or press.

8. Disclaimer of Liability:

NHDO shall not be liable to any acts of omissions/commissions/assurances/commitments given by the Consultant.

9. Payment terms:

The payment break-up will be furnished by NHDO in the tender for selection of Consultant for specific jobs. The selection of Consultants shall be based on the Empanelled Consultants arrived at through this EOI.

10. Documents to be submitted by Interested Parties:

Duly Notarized copies of the following documents shall be submitted:

- ✓ Proof for Sl. No. 5 —Experience“.
- ✓ Proof for Sl. No. 6 —Requirements“.

General Terms and Conditions

Definitions and Interpretations

"Agency" shall mean the individual firm or company incorporated for undertaking the activities related to the said work and related services and shall include the legal personal representatives of such individuals or the persons composing the firm of Company or the successors of the firm/Company and the permitted assignees of such individual or firm of Company.

"Services" mean the Services performed by the Agency/Firm.

Representation and Warranties

Agency warrants and covenants that the Services shall be performed to the highest professional standards in a safe manner in accordance with accepted practices.

Termination

NHDO shall be entitled to terminate this contract at no cost to:-

- (i) In the event of force majeure in accordance with provisions of this agreement.
- (ii) Forthwith by notice in writing to Agency in the event Agency is adjudicated or found bankrupt or insolvent or any order is made or resolution passed for the winding up, liquidation or dissolution of Agency.
- (iii) Forthwith by giving written notice to Agency, if Agency abandons this Contract or if Agency fails to perform or observe any of the obligations on its part to be performed and observed hereunder and in the case of a breach capable of remedy fails or refuses to take steps to remedy the same within seven (7) days of written notice from NHDO requiring the same to be remedied: or
- (iv) For any other reason by giving 10 days written notice, stating the reasons for termination.

Consequences of termination:

- (i) Termination of Contract entered with successful agency shall be without prejudice to any rights or remedies accrued to either Party prior to such termination.
- (ii) No further payment shall become due to Agency in respect of any period after termination of this Contract with the exception only on any payment previously accrued and due to Agency under the terms of this Contract.

Force Majeure

A delay in or failure of performance of any one or more of its obligations by either Party shall not constitute default hereunder nor give rise to any claim for damage if such delay or failure is wholly and directly caused by any occurrence which the affected Party is unable to prevent including Acts of God by the exercise of reasonable diligence the continuation of which by the exercise of reasonable diligence the affected Party is unable to control and the consequences of which the affected Party is unable to prevent, provided that the affected Party gives prompt written notice to the other Party specifying the circumstances constituting the occurrence and has used all reasonable endeavors to minimize the effects thereof.

If such a delay in or failure of performance caused the suspension of the services hereunder for a continuous period of seven (7) days. NHDO shall be entitled at any time thereafter to terminate the Contract entered into subsequently with the successful Applicant forthwith by written notice to Agency.

Permits, Laws and Regulations

Agency and their sub- agency to comply with applicable laws.

The Agency shall in carrying out the Services observe and be bound by all applicable laws and hereby undertakes to comply (and to ensure compliance by any Sub-agency) with all laws, ordinances, rules, regulations, bye-laws, decrees and orders whether of Government or other authority or agency having jurisdiction in relation to the Parties. Services or to the Site and the Agency shall give all notices and furnish any bonds, deposits and securities required by official authorities to permit the performance of the Services.

Safety

The Agency shall at his own expense arrange for all the safety provisions normally called for by the nature of the Contracted Services and as ordered by the Representative of NHDO in respect of all labour directly or indirectly employed for performance of the Services while working.

The Agency shall be responsible for the safety of the equipment /material during the performances of the Services during while process. Agency shall also take such additional precautions as may be indicated from time to time by the Representative with a view to prevent pilferage's accidents, fire hazards, etc.

Dispute Resolution

Laws Governing the Contract

This agreement shall be subjected to the Indian laws and regulation and shall be governed by the Indian laws that may be in force during the Contractual period.

Settlement of Disputes

Any difference of opinion between the NHDO and Agency in respect of matters arising out of this Contract shall be resolved through good faith negotiation the unresolved dispute shall be referred to arbitration. The provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force shall govern such arbitral proceeding. Arbitration / disputes jurisdiction to be at Delhi.

FORMAT OF APPLICATION

To,

National Housing Development Organisation,
Kaushal House, UGF, 39-Nehru Place,
NEW DELHI – 110 019

Subject: EOI FOR EMPANELMENT OF CONSULTANTS (LAND ACQUISITION).

Dear Sir,

1. Having examined the document for short listing of the Consultants, I / we hereby submit all the necessary information and relevant documents for empanelment in your Organization.
2. The application is made by me / us on behalf of M/s. _____
_____ in the capacity of
_____ duly authorized to submit the application.
3. I / we note that NHDO reserves right to reject any or all applications without assigning any reason, and selection shall be at the entire discretion of the NHDO and NHDO's decision in this respect shall be final and binding.
4. The information furnished by me/us is true to the best of my/our knowledge and belief and in case any discrepancy is noticed, I understand that our application may be rejected, certified copies of all relevant certificates are enclosed for ready reference.

Yours faithfully,

(Signature of application)

For and on behalf of

Date:

Place: