



**Ministry of Road Transport & Highways,  
(Govt. of India)**

**REQUEST FOR PROPOSAL  
(Through CPP Portal)**

**For**

**Appointment of Safety Consultant**

**For**

**“Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode-Package-IV”**

**May 2025**

**NHIDCL - RFP for Appointment of Safety Consultant Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode-Package-IV- (Length- 24.200 km).**

**National Highways Infrastructure Development Corporation Limited**

**Ministry of Road Transport & Highways, Govt. of India**

**Name of Work :** Appointment of Safety Consultant for “Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode-Package-IV”

**Request for Proposal**

**INDEX**

<b>S. No.</b>	<b>Contents</b>	<b>Page Nos.</b>
1	Disclaimer	3-4
2	Invitation for Proposals	5-8
3	Instructions to applicants	9-26
4	Format for submission of Proposal	27-42
5	Schedule-I: List of Projects (for which Safety Consultants have to be appointed)	43
6	Schedule-II: Details of Projects	44
7	Schedule-III: Guidance Note on Conflict of Interest	45-46
8	Schedule-IV: No Conflict of Interest Certificate	47
9	Schedule-V: Procedure for E-Tender	48-49
10	Schedule VI: Work Plan	50
11	Schedule VII: Integrity Pact	51-55
12	Draft Contract Agreement	56-76
13	Terms of Reference	77-91
14	Appendix I: Format of Bank Guarantee for Performance Security	92-94
15	Appendix II: Format for Insurance Surety Bond for Performance Security	95-97
16	Appendix III: Format of Bid Security	98-99
17	Appendix IV: Format of LOA	100-101
18	Appendix V: List of Empaneled Safety Consultants	102-107

## **Disclaimer**

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the

Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## INVITATION OF PROPOSAL

### INTRODUCTION

**Name of Work :** Appointment of Safety Consultant for “Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode-Package-IV- (Length- 24.200 km)”

#### 1. Background

- (i) National Highways Infrastructure Development Corporation Limited (NHIDCL) is engaged in development of National Highways entrusted to it by Ministry of Road Transport & Highways. As part of this endeavour, the Authority has taken up development of the highways through Public Private Partnership (PPP) on HAM basis.
- (ii) The Model Concession Agreements (MCA) stipulate that the Concessionaire shall develop, implement and administer a surveillance and safety programme for providing a safe environment on or about the Project Highways and / or shall comply with the safety requirements set forth in Schedule ‘L’ of Model Concession Agreement (MCA) for HAM.
- (iii) The Agreements also envisage that NHIDCL shall appoint an experienced and qualified firm or organization as a “Safety Consultant” for carrying out safety audit of the Project Highway in accordance with the safety requirements set forth in **Schedule-L** of Concession Agreement for the aforesaid Phases of Project.
- (iv) **MoRT&H** had invited applications from the interested firms for empanelment as safety consultant for providing consultancy to the project highway in accordance with the safety requirement set forth in the Schedules mentioned above. Only those consultants who have been empaneled by **MoRT&H** are eligible to submit their financial proposal and work shall be awarded on least cost basis. The lists of empaneled consultants are listed in Appendix IV.

#### 1.2. Requests for Proposal

- 1.2.1. **MoRT&H** had invited applications from the interested firms for empanelment as safety consultants for carrying out safety audit of the project highway in accordance with the safety requirement set forth in **Schedule ‘L’** of MCA of the PPP projects.
- 1.2.2. NHIDCL now intends to appoint the empaneled firms or organizations for the subject project on **HAM** basis. The detail of the project for which safety consultant are to be appointed are given in the RFP at **Schedule-I & II**. Some survey activities as detailed in this RFP, which are vital to know Road condition and having direct bearing on Road Safety Audit are part of the Scope of work. Survey results are to be co-related with other Road Safety Audit Reports.

- 1.2.3. The proposal has been invited through CPP portal i.e., <https://eprocure.gov.in/eprocure/app>. The interested Firm may download the RFP document from the CPP portal of the Employer. The Firm who downloads the RFP document from the website will be required to pay the non-refundable fee of Rs.

**5900/- towards cost of RFP, in the following Bank Account of RO-Guwahati:**

Sl. No.	Particulars	Details
1	Name of Beneficiary	RO NHIDCL Projects
2	Beneficiary Bank Account No.	73653210000013
3	Beneficiary Bank Branch	CNRB0007374
4	Beneficiary Bank Branch Name	Canara Bank, Specialized Government Business Branch
5	Beneficiary Bank Address	Kay M Plaza, 1st Floor, Near KAR Bhawan, GS Road, Ganeshguri, Guwahati, Assam-781006.

**A copy of payment receipt (RTGS/NEFT/Other online mode) must be submitted along with bid.**

- 1.2.4. Bidder will have to deposit the Bid Security of Rs. **2,00,000/- (Rupees Two Lakh Only)** in favour of NHIDCL in the form of Electronic Bank Guarantee (e-Bank Guarantee). The e-Bank Guarantee shall be transmitted through SFMS Gateway to NHIDCL's Bank. Details of designated bank account are as under:

Sl. No.	Particulars	Details
1	Name of Beneficiary	RO NHIDCL Projects
2	Beneficiary Bank Account No.	73653210000013
3	Beneficiary Bank Branch	CNRB0007374
4	Beneficiary Bank Branch Name	Canara Bank, Specialized Government Business Branch
5	Beneficiary Bank Address	Kay M Plaza, 1st Floor, Near KAR Bhawan, GS Road, Ganeshguri, Guwahati, Assam-781006.

**The formats of e-Bank Guarantee is given at Appendix.**

- 1.2.5. The RFP is open to all the empaneled consultants who may apply for only those projects in which they do not find or anticipate conflict of interest as defined in this RFP. However, if a bidder applies for DPR Consultancy, Independent/ Authority Engineer and Safety Auditor, the project awarded first shall prevail. Each team of two key personnel and one Sub Key Personnel of a firm shall not be eligible for award of more than four Project Packages at any point of time. Further, firms empaneled for more than one team shall be eligible for award of multiple no. of packages depending on the no. of empaneled teams. However, a firm shall also not be allowed to propose more than one team for the same Project Package.
- 1.2.6. Payments will be made on the basis of deliverables and not on man months. However, for ensuring proper output and deliverables, minimum number of key personnel required for carrying out the task and their experience and qualification has been detailed in this RFP document.
- 1.2.7. **The Performance Security to be submitted by the successful bidder will be 5% (Five percent) of the contract value. The Performance Security should be valid for the duration of Services plus 28 days.** The conditions regarding award of the work to firms are stipulated in the RFP.

### 1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the authority and the project site, sending written queries to the authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

#### 1.4 Sale of RFP Document

RFP document can also be downloaded from the Official Website of the Authority from **17:00 hours on 29.05.2025 to 17:00 hours on 28.06.2025** or as indicated on e-tender portal. In case of conflict/confusion in critical date(s) for tender, date(s) shown on e-tender portal will prevail.

#### 1.5 Validity of the Proposal

**The Proposal shall be valid for a period of not less than 120 days from the Bid Due Date.**

#### 1.6 Brief description of the Selection Process

Selection for project specific work will be done on least cost basis.

#### 1.7 Currency of Financial Quotes

1.7.1 For the purposes of evaluation of Applicants, all financial quotes shall be made in INR and quotes in other currencies shall not be accepted.

1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

#### 1.8 Schedule of Selection Process -

The Authority would endeavor to adhere to the following schedule:

Sl. No.	Description	Date & Time
1	Invitation of RFP (NIT)	29.05.2025
2	Last date of receiving queries	12.06.2025 upto 1500 Hrs
3	Pre-bid meeting at venue	13.06.2025 upto 1500 Hrs
4	Authority response to queries latest by	14.06.2025
5	Bid Submission Start date	29.05.2025
6	Bid Due Date	28.06.2025 at 1700 Hrs
7	Opening of Technical BIDs at venue	30.06.2025 at 1100 Hrs
8	Submission of Physical Bid	28.06.2025 at 1700 Hrs
9	Declaration eligible / qualified bidders	To be intimated later
10	Opening of Financial BID	To be intimated later
11	Letter of Award (LOA)	To be intimated later
12	Validity of BID	120 days from bid due date
13	Signing of Agreement	Within 15 days of issuance of LOA

## 1.9 Deleted.

### 1.10 Communications

1.10.1 All communications including the submission of Proposal should be addressed to:

**The General manager (Projects)**

**National Highways & Infrastructure Development Corporation Limited,  
Regional Office, Guwahati**

**Regional Office, 2nd Floor, Agnishanti Business Park, Opp. AGP Office GNB Road, Ambari,  
Guwahati-781001**

**Email: edpnhidclghy1@gmail.com**

1.10.2 The Official Website of the Authority is: <https://www.nhidcl.gov.in> and the e-tender portal is <https://eprocure.gov.in/eprocure/app>. Applicants shall upload their proposal on the e-tender portal as per the procedure specified in this RFP.

1.10.3 All communications should contain the following information, to be marked at the top in bold letters:

**“RFP Notice No. NHIDCL/Assam/Sil-Chu-4/247854”**

**Tender ID:- \_\_\_\_\_**

**Name of the Work:- Appointment of Safety Consultant for “Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode-Package-IV- (Length- 24.200 km)”**



## 2. INSTRUCTIONS TO APPLICANTS

### 2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this consultancy are specified in the draft contract Agreement. The manner in which the proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its proposal in the form and manner specified in this RFP. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the format specified in the RFP.
1. Only those consultants who have been empaneled by MoRT&H and do not have any conflict of interest as defined in this RFP are eligible to submit the financial proposal for the subject project.
  2. The proposal shall be prepared and uploaded strictly in the prescribed formats marked as:

#### Appointment of Safety Consultant Services for :

“Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode-Package-IV- (Length- 24.200 km)”

#### “Do not open, except in the presence of the Evaluation Committee”

3. The consultants are requested to ensure that they are quoting for projects for which conflict of interest does not apply. In case of conflict of interest, their proposal may be rejected summarily without assigning any reason and if the project has already been awarded, the same may be cancelled at any time even after award of the project.

### 2.1.4 Key Personnel

A firm must have at least the team of two key personnel (i.e., Sr. Road Safety Auditor cum Team Leader and Traffic Planner) each of age not more than 65 years, required for performing the safety consultants’ job for single NHIDCL project. The consultancy team shall consist of the following key personnel (the “Key Personnel”)

S. No	Position	No.
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1	Sr. Road Safety Auditor-cum-Team Leader	1
2	Traffic Planner	1
	<b>Total</b>	<b>2</b>

**(iii) Sub-Key Personnel: Road Safety Assistant/Apprentice:**

The team of 2 Key Personnel shall be assisted by a Sub-Key Personnel i.e. **Road Safety Assistant/Apprentice** of age not more than 40 years. The Sub-Key Personnel shall fulfil the following criteria:

**Essential Qualifications:**

- i. Graduate in Civil Engineering; or
- ii. Diploma in Civil Engineering with more than 2 years' experience in design, construction and maintenance of roads.

The firm/applicant shall identify suitable sub-key personnel and submit his/her CV with the proposal. The concerned Regional Officer of NHIDCL will approve the Sub-Key Personnel based on the above criteria, before the commencement of work. The CV of such Sub-Key Personnel shall not be evaluated for bidding purposes.

2.1.4.1 It is necessary that the applicant shall retain the team proposed at the time empanelment. However, in case of non-availability of key personnel in bidding or subsequent stages, the empanelment of the team/firm shall be deemed to be cancelled and the firm may submit fresh proposal in the next phase of empanelment. The retaining of empaneled teams/ firms shall be confirmed by the concerned firm(s) during all subsequent phases of contract period. The proposals of firms/applicants submitting key personnel other than empaneled team shall not be considered.

**2.1.5 SUBMISSION OF DOCUMENTS:**

Proposals should be uploaded on e-tender portal not later than scheduled on **28.06.2025 upto 1700 hrs. The proposals shall be opened on 30.06.2025 at 11:00 hours** in the presence of firms/organizations, who choose to be present. NHIDCL shall not be liable for any delay in submission of the proposal within the stipulated period on any account whatsoever.

**2.1.6 Physical copies of proposals shall be submitted on or before due date.**

2.1.7 Financial proposal in the prescribed format includes breakdown of cost of full key personal team assignment. Incomplete submission of financial proposal is liable to be rejected.

2.1.8 The financial proposal shall be strictly unconditional and unqualified, otherwise the same shall be declared as non-responsive.

**2.2 Information for Firms**

2.2.1 The proposal of the firm is liable to be rejected, if the firm makes any false or misleading statement in the proposal, without prejudice to the rights of NHIDCL to

initiate further proceedings against the said firm(s).

- 2.2.2 At any time before the submission of proposals, NHIDCL may, for any reason, whether at its own initiative or in response to a clarification requested by a consulting firm, modify the Documents by amendment. The amendment will be notified in/ hosted on the website of NHIDCL and the e-tender portal. All amendments will be binding on participating firms.

## **2.3 Conflict of Interest**

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall take appropriate action as per provisions contained in clause 2.20.1

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

- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at **Schedule-III**. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Applicant, its consortium member (the “Member”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the

- shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Applicant is also a constituent of another Applicant; or
  - (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
  - (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
  - (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Applicant; or
  - (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
  - (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
  - (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above. For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid-up share capital of the Consultant, as the case may be, and any Associate thereof.

## **2.4 Number of Proposals**

No Applicant shall submit more than one Application for the project. An Applicant shall not be entitled to submit another application for the same project in any case, otherwise their proposal will be rejected without assigning any reason.

## **2.5 Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.6 Site Visit and Verification of Information**

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

## **2.7 Acknowledgement by Applicant**

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) Acknowledged that it does not have a Conflict of Interest; and

(f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

## **2.8 Right to reject any or all Proposals**

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- (c) key Personal indicated by a firm matches with the Key Personnel of another Empaneled firm, proposals of both the firms will be rejected without assigning any reasons thereof.
- (d) there is misrepresentation / improper response by the Applicant, which may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking (i.e., bidder with least quote).

Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## **B. DOCUMENTS**

### **2.9 Contents of the RFP**

2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11 or any other documents issued by the Authority pursuant to this RFP (collectively the “**Bidding Documents**”).

#### **Request for Proposal**

- 1. Introduction
- 2. Instructions to Applicants
- 3. Criteria for Evaluation
- 4. Fraud and corrupt practices
- 5. Pre-Proposal Conference
- 6. Miscellaneous



## FORMS

- Form 1- Forwarding Letter
- Form 2- Details of Firm
- Form 3- DELETED
- Form 4- Approach & methodology proposed for the assignment
- Form 5- Curriculum vitae (CV) of key personnel
- Form 6- Details of safety consultancy projects in hand of the proposed key personnel
- Form 7-
  - Annexure I- Forwarding letter of financial proposal
  - Annexure II- Format of financial proposal: - for construction period/ maintenance period: DELETED
  - Annexure III- Summary of cost: DELETED
  - Annexure IV- Break up of cost of assignment: DELETED
  - Annexure V- Minimum man months for projects on **DBFOT HAM** basis for each key personnel: DELETED

## SCHEDULES

- Schedule I- List of projects
- Schedule II- Details of PPP projects
- Schedule III- Guidance note on conflict of interest
- Schedule IV- No conflict of interest certificate
- Schedule V- Procedure for e-tender
- Schedule VI- Work plan
- Schedule VII- Integrity pact

### 2.10 Clarifications

- 2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

*“Queries/Request for Additional Information concerning RFP for Appointment of Safety Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode-Package-IV- (Length- 24.200 km)”*

The Authority shall Endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Bid Due Date. The responses will be notified in the e-tender portal. The Authority will post the reply to all such queries on the official website and the e-tender portal.

- 2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.
- 2.10.3 The Authority may also on its own motion, if deemed necessary, issue interpretations

and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## **2.11 Amendment of RFP**

- 2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and the e-tender portal.
- 2.11.2 All such amendments will be notified on the official website and the e-tender portal along with the revised RFP containing the amendments and will be binding on all Applicants.
- 2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.12 Language**

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### **2.13 Format and signing of Proposal**

- 2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL” and submit it online as well as offline.
- 2.13.3 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the “Authorized Representative”) as detailed below:
  - (a) by the proprietor, in case of a proprietary firm; or
  - (b) by a partner, in case of a partnership firm and/or a limited liability partnership/JV; or
  - (c) by a duly authorized person holding the Power of Attorney, in case of a Limited



Company or a corporation.

- 2.13.4 Applicants should note the Bid Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Bid Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.
- 2.13.5 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of **5 (five) years**. The award of this consultancy to the Applicant may also be liable to cancellation in such an event.
- 2.13.6 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 2.13.7 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be. In such an event, the Authority shall initiate necessary action as per clause 2.20.1 of this RFP.

## **2.15 Financial Proposal**

- 2.15.1 Applicants shall submit the financial proposal in the formats at **Annexure-II of Form 7** (the “Financial Proposal”) clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.15.1 While submitting the Financial Proposal, the Applicant shall ensure the following:
- (i) All the costs associated with the assignment shall be included in the Financial

Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- (ii) The Financial Proposal shall take into account all expenses and tax liabilities except GST. For the avoidance of doubt, it is clarified that all taxes (except GST) shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iii) Costs (including break down of costs) shall be expressed in INR.

## **2.16 Submission of Proposal**

2.16.1 The Applicants shall submit the Proposal in on CPP portal with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.16.2 Deleted.

2.16.3 For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

2.16.4 The Financial Proposal shall be signed by the Authorized Representative of the Applicant. All pages of the original Proposal must be numbered and initialed by the person or persons signing the Proposal.

2.16.5 The completed Proposal must be uploaded on or before the specified time on Bid Due Date. Proposals submitted by post, fax, telex, telegram or e-mail shall not be entertained.

2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the Final Safety Report by the Authority and discharge of all obligations of the Consultant under the Agreement.

## **2.17 Bid Due Date**

2.17.1 Proposal should be uploaded at or before scheduled time on the Bid Due Date specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP.

2.17.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

## **2.18 Late Proposals**

Proposals uploaded after the specified time on Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.19 Modification/ substitution/ withdrawal of Proposals**

2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, prior to Bid Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Bid Due Date.

2.19.2 The modification, substitution, or withdrawal notice shall be prepared and uploaded in accordance with Clause 2.16 marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **2.20 Bid Security and Performance Security**

### **2.20.1 Bid Security**

2.20.1.1 Bidder will have to deposit the Bid Security of Rs. 2,00,000/- (Rupees Two Lakh Only) in favour of NHIDCL in the form of Electronic Bank Guarantee (e-Bank Guarantee). The e-Bank Guarantee shall be transmitted through SFMS Gateway to NHIDCL’s Bank. Details of designated bank account are as under:

Sl. No.	Particulars	Details
1	Name of Beneficiary	RO NHIDCL Projects
2	Beneficiary Bank Account No.	73653210000013
3	Beneficiary Bank Branch	CNRB0007374
4	Beneficiary Bank Branch Name	Canara Bank, Specialized Government Business Branch
5	Beneficiary Bank Address	Kay M Plaza, 1st Floor, Near KAR Bhawan, GS Road, Ganeshguri, Guwahati, Assam-781006.

The format of e-Bank Guarantee is given at **Annexure-I**.

If the bidder is awarded the contract and fail to sign the contract or to submit a performance security before the deadline defined in the request for bid documents, the bidder will be suspended for participation in the tendering process for the works of MoRTH/NHIDCL/NHAI and works under other Centrally Sponsored Schemes, for a period of one year from the bid due date of this work. The bid security shall be submitted as per the format at **Appendix-III** (Format for Bid Security).

2.20.1.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as

non-responsive.

## 2.20.2 Performance Security

2.20.2.1 Within 15 (thirty) days of issue of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee **in the form of e-Bank Guarantee** in the form set forth in Appendix-I (the “Performance Security”) for an amount equal to **5% (five percent)** of its Bid Price. Bank guarantee shall be issued by nationalized bank and the List of banks, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-I (the “Bank Guarantee”). This Bank Guarantee shall be transmitted through SFMS Gateway to NHIDCL’s Bank. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. **The e-Bank Guarantee shall be transmitted through SFMS Gateway to NHIDCL Bank.**

2.20.2.2 **The Performance Security shall be valid for the duration of services plus 28 days.**

2.20.2.3 In the event the Consultant fails to provide the security within 15 days of date of LOA, it may seek extension of time for a period of 15 (Fifteen) days on payment of damages for such extended period in a sum of calculated at the rate of 0.1% (Zero Point One Percent) of the contract price for each day until the performance security is provided.

2.20.2.4 For avoidance of any doubt, in case of failure of submission of Performance Security, within the additional 15 days’ time period, the award shall be deemed to be cancelled/ withdrawn and bidder shall be suspended from participation in the tendering process for the works of MoRTH / NHIDCL / NHAI and works under other Centrally Sponsored Schemes, for a period of one year from the bid due date of this work. Thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of the Award shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and the Award shall be deemed to have been withdrawn by the Authority. **In case of failure in submission of the Performance Security by the firm, the Bid Security shall be forfeited.**

2.20.2.5 **The Performance Security remaining balance after appropriation of any amounts under the Agreement shall be returned to the Consultant at the end of 28 days after the expiration of the services.**

## D. EVALUATION PROCESS

### 2.21 Evaluation of Proposals

2.21.1 The Authority shall start downloading the Proposals at scheduled time on the Bid Opening Date, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend.

2.21.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be downloaded/ opened.

2.21.3 The Authority reserves the right to reject any Proposal which is non-responsive and no

request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.21.4 The Authority shall subsequently examine and evaluate Proposals in accordance with the **Selection Process** specified in the RFP.

2.21.5 A date, time and venue will be notified to all Applicants for opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process.

2.21.6 Applicants are advised that selection will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

2.21.7 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

## **2.22 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

## **2.23 Tests of responsiveness**

Prior to evaluation of Proposals, the Authority shall determine whether each Proposal is responsive to the requirements of this RFP. A Proposal shall be considered responsive only if:

- a) it is uploaded on the portal as per the format;
- b) The Key Persons named are as per Empanelment.
- c) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.17.2;
- d) it is accompanied by the Document fee of **Rs. 5900/-**.
- e) it is accompanied by the Bid Security of **Rs. 2,00,000/-** as specified in Clause 2.20;
- f) it contains all the information (complete in all respects) as requested in this RFP and/ or Bidding Documents (in formats same as those specified);
- g) it does not contain any condition or qualification.
- h) It is digitally signed by person holding Power of Attorney and Power of Attorney is uploaded on e-tender portal as specified in clause 2.13.3 and 2.16.3; and

- i) it is not non-responsive in terms hereof.

## **2.24 Clarifications**

- 2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **E. APPOINTMENT OF CONSULTANT**

### **2.25 DELETED**

### **2.26 Deleted**

### **2.27 Indemnity**

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

### **2.28 Award of Consultancy**

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, disqualify the selected applicant, and the next highest ranking Applicant may be considered. In such an event, Authority may also initiate necessary action as per clause 2.20 of RFP.

### **2.29 Execution of Agreement**

After having received the performance security and verified it, the Client shall invite the selected bidder for signing of Contract Agreement on a date and time convenient to both parties within 15 days of receipt of valid Performance Security.

### **2.30 Commencement of Assignment**

The Consultant shall commence the Services at the Project site within 15 days of the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, Authority may also initiate necessary action as per clause 2.20.1 of RFP.



### **2.31 Proprietary Data**

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

### **2.32 Correspondence with the Bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any proposal. Proposals shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Applicants and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Proposals under consideration.

## **3. CRITERIA FOR EVALUATION**

### **3.1 Evaluation of Proposal**

- 3.1.1 In the 1<sup>st</sup> stage, the responsiveness of the applicant's proposal shall be checked as per the test of responsive mentioned in this RFP. The bidders found responsive shall be short-listed and will be notified in the official website/ e-tender portal.

### **3.2 Evaluation of Financial Proposal**

- 3.2.1 The financial evaluation will be carried out for all the responsive proposals as specified in RFP.
- 3.2.2 For financial evaluation, the total cost indicated in the Financial Proposal will be considered.
- 3.2.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant.
- 3.2.4 The Selected Applicant shall be the first ranked Applicant (having the lowest quote). The second ranked Applicant shall be kept in reserve and may be invited in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses of RFP.

## **4. FRAUD AND CORRUPT PRACTICES**

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall

observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall be entitled to suspend the bidder from participation in the tendering process for the works of MoRTH / NHIDCL / NHA and works under other Centrally Sponsored Schemes, for a period of one year from the bid due date of this work or forfeit and appropriate the Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive, practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
  - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;



- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **5. PRE-PROPOSAL CONFERENCE**

- 5.1 Only those Applicants, who have downloaded the RFP from the Official Website for the Authority, shall be allowed to participate in the Pre-Proposal Conference. Pre-Proposal Conference shall be convened at the designated date, time and place as mentioned in clause 1.10. A maximum of two representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.
- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## **6. MISCELLANEOUS**

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gorakhpur/Allahabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
  - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection

herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

- 6.4 The Performance Security as per provisions of this RFP document as Damages are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “Damages”).
- 6.5 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.6 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.
- 6.7 Time shall be of the essence in the performance of the Bidders’ respective obligations under this RFP document. If any time period specified herein is extended, such extended time shall also be of the essence.
- 6.8 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.
- 6.9 Any documentation required to be provided or furnished by the Bidder(s) to the Authority shall be provided free of cost.
- 6.10 Any word or expression used in this RFP Document shall, unless otherwise defined or construed in this RFP Document, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.
- 6.11 For the avoidance of doubt and abundant clarity, it is hereby clarified that in case of any ambiguity or inconsistency in the Bidding Process to be undertaken as per terms hereof, priority shall, notwithstanding anything contained in this RFP, be accorded to the construction and/or interpretation and/or approach which, in the prudent and reasonable estimation of the Authority exclusively, ensures a competitive and transparent Bidding Process as per the Applicable Laws and internationally acclaimed standards.

## FORMAT FOR SUBMISSION OF THE PROPOSAL FOR APPOINTMENT OF SAFETY CONSULTANT

### FORMS

Form 1- Forwarding Letter

Form 2- Details of Firm

Form 3- DELETED

Form 4- Approach & methodology proposed for the assignment

Form 5- Curriculum vitae (CV) of key personnel

Form 6- Details of safety consultancy projects in hand of the proposed key personnel

Form 7-

Annexure I- Forwarding letter of financial proposal

Annexure II- Format of financial proposal: - for development period/ construction period/ maintenance period Annexure

Annexure III- Summary of cost

Annexure IV- Break up of cost of assignment

Annexure V- Minimum man months for projects on DBFOT

HAM basis for each key personnel

### SCHEDULES

Schedule I- List of projects

Schedule II- Details of PPP/DBFOT HAM projects

Schedule III- Guidance note on conflict of interest

Schedule IV- No conflict of interest certificate

Schedule V- Procedure for e-tender

Schedule VI- Work plan

Schedule VII- Integrity pact

**Form-1**

**Forwarding Letter**

Dear Sir,

**Sub: Appoinment of Safety Consultant Services for “Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode-Package-IV- (Length- 24.200 km)”**

With reference to your RFP document dated \*\*\*\*\*, I/we, having examined the RFP document and understood its contents, hereby submit my/our Application for appointment of Safety Consultant for the subject Project on **DBEOT HAM** basis. The Application is unconditional and unqualified.

2 All information provided in the Application, Appendices and Annexure are true and correct and all documents accompanying such Application are true copies of their respective originals.

3 I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

4 I/We certify that in the last three years, I/we or any of the Members of Joint Venture have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

5 I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/We submit this application under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

Place:

(Signature of the Authorized Representative)

(Name and Designation)

Name and seal of the Firm

**Form - 2**

**Details of Firm**

(to be furnished by individual firm)

1. (a) Name:

(b) Country of incorporation:

(c) Address of the corporate headquarters and its branch office(s), if any, in India:

(d) Date of incorporation and/ or commencement of business:

1. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

2. Month/ Year of incorporation of firm/ organization.

Name of firm/ organization	Month/ Year Of Incorporation	Country	Type of Organization			
			Individual	Partnership	Corporation	Others (pl. describe )

Note: A copy of Certificate of Incorporation is to be furnished.

2. Office/Business Address/Telephone nos.

3. Total experience in consultancy:.....Years

4. Consultancy Experience in Road & Bridge Projects: .....Years

5. INFRACON ID of the firm:-

**Form-3**

**DELETED**

**Form-4**

(See clause 2.25.1)

**APPROACH & METHODOLOGY PROPOSED FOR THE ASSIGNMENT**

The firm/ organization based on its experience and after reviewing Schedule 'L' of The Concession Agreement shall:

1. list out the major tasks for safety audits during construction stages (development/ construction/) or maintenance stages separately for Road & Bridge Projects.
2. propose sequencing of the tasks so as to complete the assignment within the timelines given in Schedule 'L' of Concession Agreement.
3. list out the documents required for auditing;
4. propose checklist of items/ issues under each task; and
5. list out the staff inputs, equipment and system required for conducting the safety audit as per above tasks/ checklists. Please mention the systems available or any systems exclusively developed by your firm to conduct such audits.

Form - 5

**CURRICULUM VITAE (CV) OF KEY PERSONNEL (as submitted for empanelment)**

1. Proposed Position: \_\_\_\_\_
2. Name of Firm: \_\_\_\_\_
3. Name of Key Personnel & Infracon ID: \_\_\_\_\_
4. Profession: \_\_\_\_\_
5. Date of Birth: \_\_\_\_\_ (pl. enclose proof)
6. Nationality: \_\_\_\_\_
7. Years with Firm / Entity: \_\_\_\_\_
8. Membership of Professional Societies: \_\_\_\_\_

Recent  
Photograph

Publication: (List of details of major technical reports/papers published in recognized national and international journals)

9. Detailed Task Assigned: \_\_\_\_\_
10. Educational Qualification:

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained). (Please enclose proof of qualification)

11. Employment Record:

(Starting with present position, list in reverse order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned, also give NHIDCL references, where appropriate).

12. Summary of the CV

(Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV).

- A) Education:

Field of Graduation and year

Field of post-graduation and year

Any other specific qualification

- B) Experience

Total Experience in the field relevant to the assignment: \_\_\_\_\_ Yrs

Break-up of Total Experience, field - wise:

Responsibilities held	No. of Years
-----------------------	--------------



NHIDCL - RFP for Appointment of Safety Consultant for Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode- Package-IV- (Length- 24.200 km)

(i)	
(ii)	
(iii)	
(iv)	

Relevant Specific Experience: \_\_\_\_\_ Yrs.

C) Permanent Employment with the Firm (Yes/No):

If yes, how many years :

If no, what is the employment :

Arrangement with the firm? :

13. Details of the current relevant assignment and the time duration for which services are required for the current assignment.

### UNDERTAKING FROM THE PROFESSIONAL

I, the undersigned, (Name and Address) undertake that this CV correctly describes myself, my qualification and my experience and NHIDCL would be at liberty to debar me if any information given in the CV, in particular the Summary of Qualification & Experience vis-à-vis the requirements as per RFP is found incorrect. I further undertake that I have neither been debarred by NHIDCL nor left any assignment with the consultants engaged by NHIDCL/contracting firm for any continuing work of NHIDCL without completing my assignment. I will be available to undertake the safety audit assignments for a minimum period of 12 months. If I leave this assignment in the middle of the work, NHIDCL would be at liberty to debar me from taking any assignment in any of the NHIDCL works for an appropriate period of time to be decided by NHIDCL. I have no objection if my services are extended by NHIDCL for this work in future.

I further undertake that if due to my inability to work on this project due to unavoidable circumstances, due to which consultant's firm is forced to seek replacement. In such unavoidable circumstances, I shall not undertake any employment in NHIDCL projects during the period of assignment of this project and NHIDCL shall consider my CV invalid till such time.

***For key personnel having intermittent inputs, add the following:***

"I further certify that I am associated with the following assignments as on date (as on 7 days prior to due date of submission of proposal) including those for which LOA has been received by the firm and the inputs in these assignments.

Signature of the Candidate \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

### **UNDERTAKING FROM CONSULTING FIRM**

The undersigned on behalf of----- (name of consulting firm) certify that the details of qualification and experience of Shri----- (name of the proposed personnel and address) as described in the CV has been checked and found to be correct. It is also certified that Shri ----- (name of proposed personnel) to the best of our knowledge has neither been debarred by NHIDCL nor left his assignment with any other consulting firm engaged by NHIDCL/Contracting firm (firm to be supervised now) for the ongoing projects. We understand that if the information about leaving the past assignment is known to NHIDCL, it would be at liberty to remove the personnel from the present assignment and debarhim for an appropriate period to be decided by NHIDCL.

Signature of the Authorized Representative of the firm\_\_\_\_\_

Place\_\_\_\_\_

Date\_\_\_\_\_

- Note:
- i) Personnel is to affix his recent photograph on 1<sup>st</sup> page of CV.
  - ii) Complete Address and Phone Number of the Personnel is to be provided.
  - iii) Document for proof of age is to be enclosed.
  - iv) Documents for proof of qualifications shall be as uploaded in **INFRACON**.
  - v) Deleted.
  - vi) Age of personnel shall not be more than as specified.
  - vii) Each page of the CV shall be signed in ink by both the staff member and the Authorized Representative of the firm before scanning and uploading on the e-tender portal.
  - viii) The NHIDCL may verify the details mentioned in CV by writing to the Employer indicated in the CV. The individual and the consultancy firm shall be liable for debarment for any incorrect information.

**Form-6**

**Details of Safety Consultancy Projects in hand of the proposed Key Personnel**

S. No.	Name of Key Personnel	Name of Project in hand of the Key Personnel as on 7 days prior to the due date of this RFP	Position in which the Key Personnel is Deployed in the Project

Signature of the Authorized Representative of the firm\_\_\_\_\_

Place\_\_\_\_\_

Date \_\_\_\_\_

We hereby undertake that the information provided above is correct and true to the best of our knowledge and in the event of any misrepresentation or the above information found to be false or incorrect, shall entitle NHIDCL to terminate our contract and NHIDCL shall be within its right to take appropriate action against the Key Personnel as well as against the Applicant Firm.

We further undertake to forgo our right to contest in case any action is taken by NHIDCL on the account mentioned above.

Signature of the Authorized Representative of the firm\_\_\_\_\_

Place\_\_\_\_\_

Date \_\_\_\_\_

Form-7

**Annexure-I**

**Formats of Financial Proposal and Payment Terms:**

**FORWARDING LETTER OF FINANCIAL PROPOSAL**

**FROM:**

(Name of the Firm)

**TO:**

General Manager (Projects)

NHIDCL, Regional Office, 2nd Floor

Agnishanti Business Park, Opp. AGP Office

GNB Road, Ambari, Guwahati-781001

Email: [edpnhidclghy1@gmail.com](mailto:edpnhidclghy1@gmail.com)

**Name of the Work:** "Appointment of Safety Consultant Services for  
"Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment  
with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design  
chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start  
point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode-  
Package-IV- (Length- 24.200 km)"

**Subject: -** \_\_\_\_\_

Sir,

We \_\_\_\_\_ firm/organization herewith enclose the  
\*Financial/ Price Proposal for selection of our firm/organization as Safety Consultant for  
"Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment  
with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design  
chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start  
point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode-  
Package-IV- (Length- 24.200 km)". We confirm that this offer is valid for 120 days from  
due date for submission of this proposal.

We undertake that, in competing for and, if the award is made to us, in executing the above  
contract, we will strictly observe the laws against fraud and corruption in force in India  
namely "Prevention of Corruption Act 1988".

Yours faithfully,

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

(Authorized Representative)

Note: - The Financial/ Price Proposal shall be filled strictly in the prescribed formats. The  
proposals not in the prescribed formats and not containing full details shall be rejected.

Form-7

Annexure-II

Format of Financial Proposal: - FOR **CONSTRUCTION PERIOD** (To be uploaded on CPP Portal Only. In case, the form is found filled in the physical copy, the bid shall be rejected)

Name of Project: **“Appointment of Safety Consultant Services for “Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode-Package-IV- (Length- 24.200 km)”**

Name of the Firm:			
-			
Sl.No.	Description of services	Amount Quoted	
-	-	Figure	Words
A	Conducting Safety Audit Including Remuneration of Experts / Key Personnel & support staff, boarding & lodging, Transportation, Reports & Documents, Deliverables, Cost of Office Space, Equipment, Computer Hardware/ Software, etc. required for the assignment inclusive of all Other Costs inclusive of all taxes and insurance etc. for Construction/ Maintenance phase.	-	-
-	<b>Total Fee of Assignment (A)</b>	-	-

NOTE:

- (i) Rate quoted shall include all expenditure required for the assignment.
- (ii) The Financial Proposal shall take into account all types of tax liabilities including cost of insurance, except GST.
- (iii) The firms/ organizations shall take full responsibility for accuracy in assessment of above amounts.
- (iv) The Consultation Service Tax/GST will be reimbursed on demand.
- (v) The payment shall be made as per payment schedule given in ToR.
- (vi) Break up of cost of Assignment is to be given in Annexure IV-V of Form 7.
- (vii) In case, bidder does not submit break down of cost of the Assignment, then his bid will be considered as non-responsive.

*NHIDCL - RFP for Appointment of Safety Consultant for Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode- Package-IV- (Length- 24.200 km)*

~~(viii) The payment to the consultant will be made as per deliverable made by them and it will be guided as per time line of deliverable mentioned in RFP~~

**NHIDCL - RFP for Appointment of Safety Consultant for Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode-Package-IV- (Length- 24.200 km)**

**Validate**

**Print**

**Help**

[Item Rate BoQ](#)

Tender Inviting Authority: GM(P), NHIDCL

Name of the Project: Appointment of Safety Consultant for "Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode-Package-IV- (Length- 24.200 km)

Contract No: NHIDCL/Assam/Sil-Chu-4/247854

Name of the Bidder/ Bidding Firm / Company :

**PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE (excluding GST) In Figures To be entered by the Bidder in Rs.	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT (excluding GST) In Words Rs.
1	2	4	5	13	53	55
1	Remuneration for Experts/Key Personnel					
1.01	KEY PERSONNEL					
1.011	Senior Road Safety Auditor cum Team Leader (1 no)	6	Months		0.00	INR Zero Only
1.012	Traffic Planner (1 no)	6	Months		0.00	INR Zero Only
1.02	SUB-KEY PERSONNEL					
1.021	Road Safety Assistant/ Apprentice (1 no)	6	Months		0.00	INR Zero Only
1.03	SUPPORT STAFF					
1.031	To be nominated by Consultant (1 No.)	6	Months		0.00	INR Zero Only
1.04	Transportation at Site and Head Office					



**NHIDCL - RFP for Appointment of Safety Consultant for Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode- Package-IV- (Length- 24.200 km)**

1.041	The vehicle hired by the Consultants shall include the cost for rental, drivers, operation, maintenance, repairs, insurance, etc. for use of consultants (1 Vehicle)	6	Months		0.00	INR Zero Only
1.05	<b>Duty Travel to Site</b>					
1.051	Key Personnel & Sub-Key Personnel	6	No. of Round Trip		0.00	INR Zero Only
1.052	Support Staff	6	No. of Round Trip		0.00	INR Zero Only
1.06	<b>Boarding &amp; Lodging and Per Diem for Site Visits</b>					
1.061	Key Personnel & Sub-Key Personnel	18	No of Person in months		0.00	INR Zero Only
1.062	Support Staff	6	No of Person in months		0.00	INR Zero Only
1.07	<b>Cost of Office space, equipment, computer hardware/software etc. required for the assignment.</b>					
1.071	Office space, Office Furniture and Equipment, computer hardware/software Office Supplies, Drafting Supplies, Computer Running Costs, Domestic and International Communication, etc.	1	Lumpsum		0.00	INR Zero Only
1.08	<b>Reports and Document Costs</b>					
1.081	Collection of Road Accident Data and Analysis of Fatal and Grievously Injured Accident with Black Spot Identification	3	Nos		0.00	INR Zero Only
1.082	Submission of GAP Report	3	Nos		0.00	INR Zero Only
1.083	Reports on all activities which were planned, actually executed and planned for the next quarter	3	Nos		0.00	INR Zero Only
1.084	Quarterly Safety Reports including work zone audit	3	Nos		0.00	INR Zero Only
1.085	Work Shop Report	3	Nos		0.00	INR Zero Only
1.086	Final Safety Report	3	Nos		0.00	INR Zero Only
1.09	<b>Length to be audited</b>					

**NHIDCL - RFP for Appointment of Safety Consultant for Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode- Package-IV- (Length- 24.200 km)**

1.091	Development Stage	24.20	Km		0.00	INR Zero Only
1.092	Construction Stage	24.20	Km		0.00	INR Zero Only
1.093	Operation and Maintenance Stage	24.20	Km		0.00	INR Zero Only
1.10	Other Cost (Please describe below)					
1.101	Note: The bidder have to clearly describe the activity for which amount is quoted under this head. The amount quoted without description of activity shall not be payable.	1	LS		0.00	INR Zero Only
1.11	Note:(i) Rate quoted shall include all expenditure required for the assignment.(ii) The Financial Proposal shall take into account all types of tax liabilities including cost of insurance, except GST.(iii) The firms/ organizations shall take full responsibility for accuracy in assessment of above amounts.(iv) The GST will be reimbursed on demand.(v) The payment shall be made as per payment schedule given in ToR.(vi) The payment to the consultant will be made as per deliverable made by them and it will be guided as per time line of deliverable mentioned in RFP.					
Total in Figures	Total				0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

**NOTE:**

- (i) Rate quoted shall include all expenditure required for the assignment.
- (ii) The Financial Proposal shall take into account all types of tax liabilities including cost of insurance, except GST.
- (iii) The firms/ organizations shall take full responsibility for accuracy in assessment of above amounts.
- (iv) The Consultation Service Tax/GST will be reimbursed on demand.
- (v) The payment shall be made as per payment schedule given in ToR.
- (vi) Deleted.
- (vii) Deleted.
- (viii) The payment to the consultant will be made as per deliverable made by them and it will be guided as per time line of deliverable mentioned in RFP.

Form-7

**Annexure-III**

**SUMMARY OF COST**

S.No	Project	Total Amount for Development, Construction & Maintenance Phase (A+B)	
		Amount in Figure (Rs.)	Amount in Words (Rs.)
1.	Appointment of Safety Consultant Services for <del>“Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 &amp; NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode- Package-IV- (Length- 24.200 km)”</del>		
	<b>Grand Total</b>		

Form-7

**Annexure IV**

**Break up of Cost of Assignment**

**1 (A) Remuneration of Key Personnel / Experts and Support Staff**

Sl. No.	Position	Name	Whether the Name of Key Personnel was included in document for empanelment or not	Sl. No. of Key Personnel in the List of documents for empanelment	Rate	Input of Staff Man months*			Amount (In Rs.)
A	Experts/Key Personnel	-	-	-	-	At office	At Site	Total	-
1	Sr. Road Safety Auditor/ Team Leader	-	-	-	-	-	-	-	-
2	Traffic Planner	-	-	-	-	-	-	-	-
-	<b>Sub Total (A)</b>	-	-	-	-	-	-	-	-
B	Support Staff	-	-	-	-	-	-	-	-
1	Road Safety Assistant/ Apprentice	-	-	-	-	-	-	-	-
-	<b>Sub Total (B)</b>	-	-	-	-	-	-	-	-
-	<b>Total (A+B)</b>	-	-	-	-	-	-	-	-

Form-7

Annexure-V

**Minimum man months:** Appointment of safety consultant for “Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode- Package-IV- (Length- 24.200 km)”

S.No.	Key Personnel & Sub-Key Personnel	Under development (Office + Site)	Under construction (Office + Site)	Maintenance (Office + Site)	-
<b>A</b>	<b>Key Personnel</b>		-	-	-
1	Sr. Road Auditor/ Team Leader	3 Months	4 Months	15 Months	-
2	Traffic Planner	3 Months	4 Months	15 Months	-
<b>B</b>	<b>Sub-Key Personnel</b>				
3	Road Safety Assistant/ Apprentice	3 Months	4 Months	15 Months	
<b>C</b>	<b>Support Staff</b>				
1	To be nominated by Consultant (1no.)	3 Months	4 Months	15 Months	
	<b>Total (A+B+C)</b>				
<b>1 (B)</b>	<b>Boarding &amp; Lodging and Per Diem for Site Visits</b>				
S. No.	Particulars	No. of Persons-Days		Rate/Person Day	Amount (in Rs.)
1	Key personnel & Sub-Key Personnel	[2x45+90] + [2x60+120] + [2x225+450] =1320		-	-
2	Support Staff	[30 x 3] + [ 30x4] + [30x15] =660		-	-
-	<b>Total</b>				-
<b>2 (A)</b>	<b>Transportation at site and Head office</b>		-	-	-
S. No.	Particulars	Vehicle-Month		Rate/Vehicle Months	Amount (in Rs.)
1	Vehicle (Development, Construction and Maintenance)	3+4+15 = 22 Months		-	-
<b>2 (B)</b>	<b>Duty Travel to Site</b>		-	-	-
S. No.	Particulars	No. of Round-Trip		Rate/Round Trip	Amount (in Rs.)

NHIDCL - RFP for Appointment of Safety Consultant for Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode- Package-IV- (Length- 24.200 km)

1	Key personnel & Sub-Key Personnel		22	-	-
2	Support Staff		22	-	-
-	<b>Total</b>		-	-	-
3	<b>Reports and Documents Costs</b>		-	-	-
Sr. No.	Description		No. of Copies	Rate	Amount (in Rs.)
3.1	Collection of Road Accident Data and Analysis of Fatal and Grievously Injured Accident with Black Spot Identification		3	-	-
3.2	Submission of GAP Report		3	-	-
3.3	Reports on all activities which were planned, actually executed and planned for the next quarter		3	-	-
3.4	Quarterly Safety Reports including work zone audit		3	-	-
3.5	Work Shop Report		3	-	-
3.6	Final Safety Report		3	-	-
-	<b>Total</b>		-	-	-
-	-		-	-	Amount (in Rs.)
4	<del>Cost of office space, equipment, computer hardware/software etc. required for the assignment.</del>				-
5	<del>Other Cost (Pl. describe)</del>		-	-	-

Note: The bidder have to clearly describe the activity for which amount is quoted under this head. The amount quoted without description of activity shall not be payable.

**Schedule-I**

**LIST OF PROJECT**

**State: Assam**

Sl. No.	Name of project stretch with Chainages	Name of Project	Length
A.	Design Ch.38.600 km to Ch. 62.800 km)	Safety Consultant for the project “Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode- Package-IV- (Length- 24.200 km)”	24.20 kms

## Schedule-II

### DETAILS OF HAM PROJECT FOR WHICH SAFETY CONSULTANTS IS TO BE APPOINTED

**State: Assam**

**Total Length- 24.20 km (1 project)**

#### Project No. A

1	Name of the Project:	"Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode-Package-IV- (Length- 24.200 km)"
2	Length (km)	24.20
3	Date of Award	11.03.2024
4	Date of signing of Concession Agreement	17.09.2024
5	Name of Concessionaire	M/s MKC Badarpur Churaibari Kamakhya
6	Concession period	18 Years (3 years Construction + 15 years O&M)
7	Project Status	Under Construction
8	Name of Independent Engineer/Authority's Engineer	M/s Agnitio Infra Projects Pvt. Ltd. In JV with M/s Ayoleeza Consultants Pvt. Ltd.
9	Status of IE/AE	Mobilised at site
10	Appointed Date	Yet to be Appointed
11	Physical Progress achieved	00.00%
12	Details of Regional Office	<b>Executive Director (P),</b> Regional Office -Assam, 2nd Floor, Agnishanti Business Park Opp. AGP Office, GNB Road, Ambari, Guwahati-781001, <b>Email:- <a href="mailto:edpghy1@gmail.com">edpghy1@gmail.com</a></b>
13	Details of Project Monitoring Unit	<b>General Manager (P),</b> Project Monitoring Unit - Karimganj, Karimganj-788711, Assam <b>Email:- <a href="mailto:pmukarimganj@gmail.com">pmukarimganj@gmail.com</a></b>
14	Technical Schedules	Available



**Schedule-III**  
**(See Clause 2.3.3)**

**GUIDANCE NOTE ON CONFLICT OF INTEREST**

**Guidance Note on Conflict of Interest**

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
  - (a) Authority and consultants:
    - (i) Potential consultant should not be privy to information from the Authority which is not available to others; or
    - (ii) Potential consultant should not have defined the project when earlier working for the Authority; or
    - (iii) Potential consultant should not have recently worked for the Authority overseeing the project.
  - (b) Consultants and concessionaires/contractors:
    - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/contractor save and except relationships restricted to project-specific and short-term assignments; or
    - (ii) No consultant should be involved in owning or operating entities resulting from the project; or
    - (iii) No consultant should bid for works arising from the project.
4. The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.
5. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
6. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly

discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

7. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
8. Another form of conflict of interest called “scope-creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
9. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

**Schedule-IV**  
**(See clause 2.3)**

**No Conflict of Interest Certificate**

Assignment of Safety Consultant -

**Name of Project :** 4 (Four) Laning and Greenfield alignment of Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode-Package-IV- (Length- 24.200 km)"

**Name of Concessionaire:** M/s MKC Badarpur Churaibari Kamakhya

**Name of Independent Engineer (IE) :** M/s Agnitio Infra Projects Pvt. Ltd. In JV with M/s Ayoleeza Consultants Pvt. Ltd.

On behalf of our firm/organization and the proposed team members for the assignment of Safety Consultant for above mentioned project, we certify that

- (i) We have no financial interest in any of the above mentioned entities or in the contracts of the Concessionaire/ Contractor and IE/AE of above mentioned project.
- (ii) We have had no previous employment by or financial ties to any of above mentioned entities except for the following fee based consultancy services.

S. No.	Name of Project	Fee received from M/s _____	Consultancy Fee Received (Rs.)

- (iii) We have no professional or personal relationship with the above mentioned entities.
- (iv) In case we are selected for the assignment, we shall not accept any direct/ indirect employment/ consultancy with the above mentioned entities during the period of assignment.
- (v) During the period of assignment, we shall not engage in discussion or make any agreement with the above entities regarding employment/ consultancy after the assignment is over.
- (vi) We shall remain impartial and independent of above entities.
- (vii) We understand that NHIDCL may forfeit our security or blacklist or debar us for a minimum 2 years period in case any of above certifications is found incorrect.

*NHIDCL - RFP for Appointment of Safety Consultant for Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode-Package-IV- (Length- 24.200 km)*

(Signature of Authorized Representative)

## Schedule-V

### **PROCEDURE FOR E-TENDER**

#### **(A) Accessing/ Purchasing of BID documents**

- (i) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organization / Owner of the Firm or organization) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)) to participate in CPP of NHIDCL.

DSC should be in the name of the authorized signatory as authorized in Appendix III of this RFP or person executing/delegating such Appendix III in favour of Authorized Signatory. It should be in corporate capacity (that is in Bidder capacity/in case of JV in the Lead Member capacity, as applicable). The Bidder shall submit document in support of the class III DSC. In other cases, the bid shall be considered Non-responsive.

- (ii) To participate in the bidding, it is mandatory for the Bidders to get registered their firm with e-procurement portal <https://eprocure.gov.in/eprocure/app> to have user ID & password which has to be obtained free of cost. Following may kindly be noted:

- (a) Registration with e-procurement portal should be valid at least up to the date of submission of BID.  
(b) BIDs can be submitted only during the validity of registration.

It is also mandatory for the Bidders to get their firms registered with CPP portal. The Bidders shall update their project and other details on the portal on a regular basis and apply to the tenders via the portal.

- (iii) If the firm is already registered with CPP service provider, and validity of registration is not expired, then the firm/Joint Venture is not required a fresh registration.
- (iv) The complete BID document can be viewed / downloaded by the Bidder from e-procurement portal <https://eprocure.gov.in/eprocure/app> as per schedule mentioned in clause 1.8 of this RFP.

#### **(B) Preparation & Submission of BIDs:**

- (i) The Bidder may submit his Bid online following the instructions appearing on the screen. The detailed guidelines for e-procurement is also available on e-procurement portal.
- (ii) The documents listed at clause 2.11.1 shall be prepared and scanned in different files (in PDF or RAR format such that *file* size is not more than 30 MB) and uploaded during the on-line submission of BID.
- (iii) Bid must be submitted online only through e-procurement portal

<https://eprocure.gov.in/eprocure/app> using the digital signature of authorized representative of the Bidder on or before **28-06-2025 (upto 17:00 hours IST).**

**(C) Modifications/ Substitution/ withdrawal of BIDs**

- (i) The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID can be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.
- (ii) For modification of e-BID, Bidder has to detach its old BID from e-procurement portal and upload / resubmit digitally signed modified BID. For withdrawal of BID, Bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-BID. 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.

## Schedule-VI

### WORK PLAN

Work Plan (in the Form of Bar Chart)

(1<sup>st</sup>, 2<sup>nd</sup>, etc. are weeks from the date of commencement of assignment)

Sl. No.	1. Description of task	Persons in the team responsible for the Task	Weeks							
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>				
(A)	Development Stage									
	(i)									
	(ii)									
	(iii)									
(B)	Construction & Maintenance Stage									
	(i)									
	(ii)									
	(iii)									

## INTEGRITY PACT

This integrity Pact is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\*\*

Between

National Highways Infrastructure Development Corporation Limited (NHIDCL), a statutory body constituted under the National Highways Authority of India Act, 1988, which has been entrusted with the responsibility of development, maintenance and management of National Highways, having its office at 1<sup>st</sup> & 2<sup>nd</sup> Floor, World Trade Centre, Nauroji Nagar, New Delhi, Delhi 110029, hereinafter referred to as **“The Principal”**, which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns.

and

\_\_\_\_\_ hereinafter referred to as **“The Bidder/Contractor /Concessionaire/Consultant”** and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

### Preamble

Whereas, the Principal intends to award, under laid down organizational procedures, contract/s for **“Appointment of Safety Consultant for [Project]”**. The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/ Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnesses as under:-

### **Article-1 Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.



(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

## **Article - 2 Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s).**

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign-origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- (e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- (f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

## **Article - 3 Disqualification from tender process and exclusion from future contracts.**

- (1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.

*NHIDCL - RFP for Appointment of Safety Consultant for Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode-Package-IV- (Length- 24.200 km)*

- (2) If the Bidder/ Contractor/ Concessionaire/ Consultant has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor/ Concessionaire/ Consultant for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor/ Concessionaire/ Consultant and the amount of the damage. The exclusion will be imposed for a minimum of 1 year.
- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".
- (4) The Bidder/ Contractor/ Concessionaire/ Consultant with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/ Concessionaire/ Consultant shall be final and binding on the Bidder/ Contractor/ Concessionaire/ Consultant.
- (6) On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, the Bidder/ Contractor/ Concessionaire/ Consultant shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder/ Contractor/ Concessionaire/ Consultant could be revoked by the Principal if the Bidder/ Contractor/ Concessionaire/ Consultant can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

#### **Article - 4 Compensation for Damages.**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to suspend the bidder from participation in the tendering process for the works of MoRTH / NHIDCL / NHIDCL and works under other Centrally Sponsored Schemes, for a period of one year from the bid due date of this work apart from any other legal right that may have accrued to the Principal.
- (2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit. The Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

#### **Article - 5 Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti-corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

#### **Article- 6 Equal treatments of all Bidders/Contractors/Concessionaires/Consultants/ Sub-contractors.**

- (1) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Concessionaires/ Consultants and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

#### **Article - 7 Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Sub-contractor(s).**

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Article - 8 Pact Duration**

This Pact begins when both parties have legally signed it. (In case of EPC i.e., for projects funded by Principal and consultancy services). It expires for the Contractor/ Consultant 12 months after his Defect Liability period is over or 12 months after his last payment under the contract whichever is later and for all other *unsuccessful* Bidders 6 months after this Contract has been awarded. (In case of BOT Projects) It expires for the concessionaire 24 months after his concession period is over and for all other *unsuccessful* Bidders 6 months after this Contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman of NHIDCL.

#### **Article - 10 Other Provisions.**

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor/Concessionaire/Consultant is a partnership or a consortium, this pact must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

\_\_\_\_\_  
(For & On behalf of the Principal)

\_\_\_\_\_

(For & On behalf of the Consultant)

(Office Seal)

Place\_\_\_\_\_

Date\_\_\_\_\_

**Witness 1:**

(Name & Address): \_\_\_\_\_

**Witness 2:**

(Name & Address): \_\_\_\_\_

## **DRAFT CONTRACT AGREEMENT**

**Name of Project :** Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode-Package-IV- (Length- 24.200 km)"

### **AGREEMENT No. \_\_\_\_\_**

This AGREEMENT (hereinafter called the "Agreement") is made on the \_\_\_\_\_ day of the month of \_\_\_\_2\*\*\*, between, NHIDCL on the one hand, (hereinafter called the "Authority" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand,\_\_\_\_(hereinafter called the "Consultant" which expression shall include their respective successors and permitted assigns).

### **WHEREAS**

- (A) The Authority vide its letter\_\_\_\_dated\_\_\_\_has invited Request for Proposal for Appointment of Safety Consultant (hereinafter called the "Consultancy") for [*Name of the project*] (hereinafter called the "Project");
- (B) the Consultant has submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated\_\_\_\_\_(the "LOA"); and
- (D) In pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

### **1. GENERAL**

#### **1.1 Definitions and Interpretation**

- 1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
  - (a) "Agreement" means this Agreement, together with all the Annexes;
  - (b) "Agreement Value" shall have the meaning set forth in Clause 6.1.2;
  - (c) "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
  - (d) "Confidential Information" shall have the meaning set forth in Clause 3.3;
  - (e) "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
  - (f) "Dispute" shall have the meaning set forth in Clause 9.2.1;
  - (g) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
  - (h) "Expatriate Personnel" means such persons who at the time of being so hired had their domicile outside India;

- (i) "Government" means the [Government of India];
- (j) "INR, Re. or Rs." means Indian Rupees;
- (k) "Member", in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
- (l) "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (n) "Resident Personnel" means such persons who at the time of being so hired had their domicile inside India;
- (o) "RFP" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- (p) "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (q) "Sub-Consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 3.7; and
- (r) "Third Party" means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant. All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award.

## **1.2 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **1.3 Rights and obligations**

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

## **1.4 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by

the laws of India, and the courts at New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

#### **1.5 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

#### **1.6 Table of contents and headings**

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

#### **1.7 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside may, if they are subsequently confirmed by sending a copy thereof by registered mail with acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in [New Delhi] it may send such notice by facsimile or e-mail and by registered mail with acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

#### **1.8 Location**

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

#### **1.9 Authority of Member-in-charge**

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.



## 1.10 Authorized Representatives

### Project Administration:

#### Coordinator: -NHIDCL

The NHIDCL designates ED(P), RO-Assam, NHIDCL, as the NHIDCL's Coordinator. The Coordinator shall be responsible for the coordination of activities under the Contract from NHIDCL side, for receiving and approving invoices for payment, making payment of the consultancy, and for acceptance of the deliverables by the NHIDCL.

#### Coordinator - Firm

The firm designated Mr....., as their coordinator who shall be responsible for coordination of activities under the Contract, interactions with GM (P), PMU-Karimganj, ED(P), RO-Assam, etc and signing all letters/ reports on behalf of the firm.

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority's Representative. Unless otherwise notified, the Authority Representative shall be:

\*\*\*\*\*

\*\*\*\*\*

Tel: \*\*\*\*\* Fax: \*\*\*\*\* E-mail: \*\*\*\*\*

1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

\*\*\*\*\*

\*\*\*\*\*

Tel: \*\*\*\*\*

Mobile: \*\*\*\*\* Fax: \*\*\*\*\* Email: \*\*\*\*\*

## 1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

## 2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

### 2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the Effective Date”).

### 2.2 Commencement of Services

The Consultant shall commence the Services within a period of 15 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

#### 2.2.1 Time period of Services

The time period of the Services shall be till the completion of main project i.e. construction and maintenance of “Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode-Package-IV- (Length- 24.200 km)”. The Consultant is required to provide services for a duration of 4 months during construction.

### 2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void.

### 2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority.

### 2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

### 2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

### 2.7 Force Majeure

#### 2.7.1 Definition

- (a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse

weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

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

#### **2.7.2 No breach of Agreement**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement 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 Agreement.

#### **2.7.3 Measures to be taken**

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

#### **2.7.4 Extension of time**

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

#### **2.7.5 Payments**

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

#### **2.7.6 Consultation**

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force

Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

## **2.8 Suspension of Agreement**

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

## **2.9 Termination of Agreement**

### **2.9.1 By the Authority**

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted inwriting;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) 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 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

### **2.9.2 By the Consultants**

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

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

### **2.9.3 Cessation of rights and obligations**

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination;
- (ii) the obligation of confidentiality set forth in Clause 3.3 hereof;
- (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and
- (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

### **2.9.4 Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2, 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 the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

### **2.9.5 Payment upon Termination**

Upon termination of this Agreement pursuant to Clauses 2.9.1 & 2.9.2, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and

orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

### **2.9.6 Disputes about Events of Termination**

If disputes arise due to an event specified in paragraphs (a) through (f) of Clause 2.9.1 or in clause 2.9.2, aggrieved party may, within 30 (thirty) days after receipt of notice hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **3. OBLIGATIONS OF THE CONSULTANT**

### **3.1 General**

#### **3.1.1 Standards of Performance**

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

#### **3.1.2 Terms of Reference**

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annex of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with time schedule stated therein.

#### **3.1.3 Applicable Laws**

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

### **3.2 Conflict of Interest**

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project. The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/

advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

### **3.2.3 Prohibition of conflicting activities**

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.
- (d) They should have no financial interest in any of the above mentioned entities or in the contracts of the Concessionaire and IE of above mentioned project.
- (e) They should have had no previous employment by or financial ties to any of above mentioned entities except for the fee based consultancy services and it should be clarified as mentioned below.

S.No.	Name of the Project	Fee received from M/s	Consultancy Fee Received (Rs.)

(f) They should have no professional or personal relationship with the above mentioned entities.

(g) In case they are selected for the assignment, they shall not accept any direct/ indirect employment/ consultancy with the above mentioned entities during the period of assignment.

(h) During the period of assignment, they shall not engage in discussion or make any agreement with the above entities regarding employment/ consultancy after the assignment is over.

### **3.2.4 Consultant not to benefit from commissions, discounts, etc.**

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

### **3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not**

have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) “undesirable practice” means (i) establishing contact with any person connected



with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- (e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **3.3 Confidentiality**

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“Confidential Information”), without the prior written consent of the Authority. Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

### **3.4 Liability of the Consultant**

3.4.1 The Consultant’s liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in

Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not 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 subject, however, to a limit equal to 3 (three) times the Agreement Value.

### **3.5 Insurance to be taken out by the Consultant**

3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

(b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

(c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premium and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority. Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of [Rs. 1 (one) million];
- (b) Employer's liability and workers' compensation insurance in respect of the Personnel

- of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- (c) professional liability insurance for an amount no less than the Agreement Value. The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

### **3.6 Accounting, inspection and auditing**

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant’s costs and charges); and
- (b) Deleted.

### **3.7 Consultant’s actions requiring the Authority’s prior approval**

The Consultant shall obtain the Authority’s prior approval in writing before taking any of the following actions:

- (a) Appointing such members of the Key Personnel as are not listed herein.
- (b) Any other action that is not specified in this Agreement.

### **3.8 Reporting obligations**

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

### **3.9 Documents prepared by the Consultant to be property of the Authority**

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “Consultancy Documents”) prepared by the Consultant in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, shall not use these Consultancy Documents for purposes unrelated to this Agreement without prior written approval of the Authority.
- 3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims,

damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'claims') which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

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

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

### **3.11 Providing access to Project Office and Personnel**

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

### **3.12. Accuracy of Documents**

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

## **4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS**

### **4.1 General**

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

### **4.2 Deployment of Personnel**

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in this Agreement. The estimate of Personnel costs and man-day rates are specified in this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth

Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.

- 4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

#### **4.3 Approval of Personnel**

- 4.3.1 The Key Personnel listed in the Agreement are hereby approved by the Authority. No other Key Personnel shall be engaged without prior approval of the Authority.

#### **4.4 Substitution of Key Personnel**

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel.

### **5. OBLIGATIONS OF THE AUTHORITY**

#### **5.1 Payment**

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

#### **5.2 Law Governing Contract and Languages:**

The Contract shall be governed by the laws of Union of India and the language of the Contract shall be English.

The firm shall indemnify and hold harmless the NHIDCL against any and all claims, demands and / or judgments of any nature brought against the NHIDCL arising out of the services by the firm and its staff under this Contract. The obligation under this paragraph shall survive even after the termination of this Contract.

#### **5.3 Taxes:**

The firm shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the NHIDCL shall perform such duties in this regard to the deduction of such tax as may be lawfully imposed.

### **6. PAYMENT TO THE CONSULTANT**

#### **6.1 Cost estimates and Agreement Value**

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth herein the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is Rs. .... (Rupees .....).

## **6.2 Currency of payment**

All payments shall be made in Indian Rupees.

## **6.3 Mode of billing and payment**

- (a) The Consultant shall be paid for its services as per the Payment Schedule of this Agreement, subject to the Consultant fulfilling the following conditions:
  - (i) Deleted.
  - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (b) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the "Due Date only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (c) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten percent) per annum.
- (d) In the event the Concession Agreement does not get executed within one year of the Effective Date, the Final Payment shall not become due to the Consultant, save and except the costs incurred for meeting its reimbursable expenses during the period after expiry of 18 (eighteen) weeks from the Effective Date, including travel costs and personnel costs, at the agreed rates.
- (e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

## 7. LIQUIDATED DAMAGES AND PENALTIES

### 7.1 Performance Security

7.1.1 Within 15 (thirty) days of issue of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee **in the form of e-Bank Guarantee** in the form set forth in Appendix-I (the “Performance Security”) for an amount equal to **5% (five percent)** of its Bid Price. Bank guarantee shall be issued by nationalized bank and the List of banks, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-I (the “Bank Guarantee”). This Bank Guarantee shall be transmitted through SFMS Gateway to NHIDCL’s Bank. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. **The e-Bank Guarantee shall be transmitted through SFMS Gateway to NHIDCL Bank.**

7.1.2 **The Performance Security shall be valid for the duration of services plus 28 days.**

7.1.3 In the event the Consultant fails to provide the security within 15 days of date of LOA, it may seek extension of time for a period of 15 (Fifteen) days on payment of damages for such extended period in a sum of calculated at the rate of 0.1% (Zero Point One Percent) of the contract price for each day until the performance security is provided.

7.1.4 For avoidance of any doubt, in case of failure of submission of Performance Security, within the additional 15 days’ time period, the award shall be deemed to be cancelled/ withdrawn and bidder shall be suspended from participation in the tendering process for the works of MoRTH / NHIDCL / NHAI and works under other Centrally Sponsored Schemes, for a period of one year from the bid due date of this work. Thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of the Award shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and the Award shall be deemed to have been withdrawn by the Authority. **In case of failure in submission of the Performance Security by the firm, the Bid Security shall be forfeited.**

7.1.5 **The Performance Security remaining balance after appropriation of any amounts under the Agreement shall be returned to the Consultant at the end of 28 days after the expiration of the services.**

### 7.2 Liquidated Damages

#### 7.2.1 Liquidated Damages for error/variation:

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Performance security.

#### 7.2.2 Liquidated Damages for delay:

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 3% of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

### **7.2.3 Encashment and appropriation of Performance Security:**

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

### **7.3 Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

## **8. FAIRNESS AND GOOD FAITH**

### **8.1 Good Faith**

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

### **8.2 Operation of the Agreement**

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## **9. SETTLEMENT OF DISPUTES**

### **9.1 Amicable settlement**

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

### **9.2 Dispute resolution**

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first



instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non- privileged records, information and data pertaining to any Dispute.

### **9.3 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon \*\*\*\*\* Department] and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

### **9.4 Arbitration**

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be \*\*\*\*\* and the language of arbitration proceedings shall be English.

9.4.2 There shall be {an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment} {a sole arbitrator whose appointment} shall be made in accordance with the Rules.

9.4.3 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

**IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in**

**their respective names as of the day and year first above written.**

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

[Authority]

Consultant:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Fax No.)

(Fax No.)

In the presence of:

- 1.
- 2.

## Terms of Reference

### 1. General

- 1.1 National Highways Infrastructure Development Corporation Limited (NHIDCL) is engaged in development of National Highways entrusted to it by Ministry of Road Transport & Highways. As part of this endeavor, the Authority has taken up development of some of the highways through Public Private Partnership (PPP)/~~DBFOT~~ HAM basis.
- 1.2 The Concession Agreements (CA) stipulate that the Concessionaire shall develop, implement and administer a surveillance and safety programme for providing a safe environment on or about the Project Highways and/or shall comply with the safety requirements set forth in Schedules/ Clauses of the Concession Agreement in Development, Construction and Operation & Maintenance Phases of the Project.
- 1.3 The Agreements also envisage that NHIDCL shall appoint an experienced and qualified firm or organization as a "Safety Consultant" for carrying out safety audit of the Project Highway in accordance with the safety requirements set forth in Schedules/ Clauses for theaforesaid Phases of Project.
- 1.4 NHIDCL intends to invite applications from the interested consultants for appointment as safety consultant for carrying out safety audit of the project highway in accordance with the safety requirement set forth in **Schedule - L** of the Concession Agreement (CA) of the PPP projects on ~~Design, Build, Finance, Operate and Transfer (DBFOT)~~ **Hybrid Annuity Mode (HAM)** basis.
- 1.5 **Duties and Responsibilities of Safety Consultant:** The broad requirements are as indicated in the **Schedule 'L'** in ~~DBFOT~~ HAM contract. In addition, the scope of services shall include but not limited to the following described below.

### 2. Methodology to be adopted by Safety Auditor

Safety Consultant shall conduct the safety audits during road design development, project construction implementation and operation/maintenance periods as per the methodology, check lists and procedures approved by NHIDCL. For this purpose, each bidder as part of the bid will briefly submit Work Plan and Approach & Methodology for the proposed assignment, based on IRC:SP:88 and established International Procedure/Practice for undertaking road safety audit at various project development, implementation and operation stages. Later on, the successful bidders will submit the inception report including detailed methodology, check lists and procedure within 20 days after signing of agreement. Scope of check list and procedures, which the safety consultant has to follow are as per latest IRC Manual on Road Safety Audit (IRC:SP:88). This Inception Report will be submitted to the Regional Officer with a copy to concerned General Manager(P). Methodology, Check Lists and Procedures to be adopted are to be project specific and approved by the concerned Regional Officer of NHIDCL and the General Manager(P). Consultants are free to suggest methodology, check list, procedure and good international practices as adopted in the countries like Australia, Sweden, USA, UK, etc., wherein IRC manual/guidelines are not available. The Road Safety Audit Reports shall be prepared.

### **3. During Development Period**

- 3.1 **Road Safety Audit** -Carry out a Road Safety Audit (RSA) adhering to the relevant RSA stage as per latest IRC:SP:88 “Manual for Road Safety Audit” and good industry practices; and prepare a draft Road Safety Audit Report at the design stage. The audit shall take into consideration all the aspects given in the checklist of latest IRC:SP:88. The report thereof (the “Safety Report”) shall be submitted to the General Manager (P), NHIDCL, in four copies, with a copy to Regional Officer, NHIDCL. One copy each of the safety report shall be forwarded by the PD to the Concessionaire and the Independent Engineer/ Authority Engineer.
- 3.2 Collect the accident data of the project highway for preceding 3 (three) years from primary source (Police Stations) and analyze the same to ensure that the safety concerns of the road/highway being developed, including the identified blackspots, have been addressed in the proposed detailed design, while carrying out the design stage audit.
- 3.3 The RSA Report for any following Stage should identify the previously recommended enhancements in the design and their incorporation. The RSA reports at the following stages should compare the changes that are duly incorporated in the design in reference to the recommendations from the previous stages. The RSA Reports at all stages should identify any further potential road safety gaps during the audit.
- 3.4 The Road Safety Audit Report for development stage shall contain audit of proposed detailed design of the project highway including the audit of the **Traffic Management Plan** included in the design report (during the development stage audit) for the project road identifying enhancement that may be required. This task shall have to be carried out from third month to end of development period. In case the audit of the designs is not completed within development period for any reason whatsoever, the Safety Consultant shall be under the obligation to complete such audits even during the construction period.

- 3.5 Review the comments from Independent Engineer/ Authority Engineer and NHIDCL ( General Manager (P) on the draft Road Safety Audit Report, which shall be addressed by the Consultant. Also, conduct the Audit Completion Meeting with recorded minutes for acceptance/compliance by Project Director. Including all these, furnish the Final Safety Audit Report to Regional Officer and Project Director with a copy to Road Safety Cell.

#### 4. During Construction

The audit during the construction stage shall be carried out in reference to the provisions made in IRC:SP:55 (Guidelines on Traffic Management in Work Zones) and following the latest IRC manual for road safety audit, i.e. IRC:SP:88 or any modifications thereof.

- 4.1 Review the Construction Staging Plan prepared by the concessionaire in support of project implementation at stages. Examine the Traffic Management Plan (TMP)/ Traffic Control Plan (TCP) prepared and submitted by the Concessionaire befitting to the Construction Staging Plans, and identify any gaps or opportunity for improvement prior to approval of the TMP/ TCP by relevant authority and accordingly prepare an Construction stage safety audit report for TMP/TCP as per the latest IRC:SP:88 (Manual for Road Safety Audit) following the template given in this TOR.

- 4.2 Carryout a Construction Stage Road Safety Audit based on latest IRC:SP:88 to ensure correct implementation of the TMP and recommend any interim enhancement that may be required. Inspect the project highway keeping into consideration the construction staging plan for the project as prepared by the Concessionaire and identify the safety concerns/implications of the construction planning including TMP/TCP and recommend enhancement, as required. This shall be including the additional requirements at locations identified as accident prone locations during “development period” based on the accident data analysis as well as the identified blackspots.

Carry out construction stage road safety audit normally once in **every four months** to assess the adequacy and acceptability of the implemented TMP/TCP adopted in construction zone(s) recommending any other road safety measures that are necessary, till the construction is almost complete for PCOD. However, if the physical progress in the construction is slower than that stated in contract, the frequency of audit during construction period shall be modified to be commensurate to the physical progress as specified here: i.e. at 90%, and Pre-opening audit at 95-100% as required by Regional Officer/General Manager(P).

- 4.3 Consultant shall submit the Draft RSA Report to the General Manager(P) and IE/AE within 7 (seven) days of audit as per the template given in this TOR.
- 4.4 Review the comments from Independent Engineer/ Authority Engineer and NHIDCL {General Manager(P)} on the draft Road Safety Audit Report, and address the comments, if any. Also, conduct the Audit Completion Meeting with recorded minutes for acceptance/compliance by PD/Concessionaire/Contractor. Including all these comments/compliances, furnish the Final Safety Audit Report.
- 4.5 In addition to the Road Safety Audit Reports for various Construction Stages, Consultants shall also prepare, as part of the RSA Report, the detailed status of compliance of audit recommendations of the development stage and any previous audit of construction stage. The scope for each of such inspection/audit shall include but not be limited to identifying any gaps in provision of safety features, as per the recommendations of audit at

development stage and previous construction stage safety audits.

- 4.6 At the stage of physical progress of 95-100% of construction (as will be suggested by Regional Officer/General Manager(P)), the Consultant shall conduct a Pre-Opening Stage Audit following the template given in this TOR.
- 4.7 The construction stage audit shall also include the specific requirements laid out in **Attachment A** of the TOR.

## **5.0 Maintenance/Operation Period**

The Consultants shall carryout the Existing Road/Operation Stage Audit and Investigation of Accident Prone Locations, which will involve the following activities, but not limited to:

- 5.1 Carryout an audit of existing road/ operation stage once in year from the date of opening the highway to traffic, and submit Draft RSA report to Regional Officer, concerned General Manager, and Independent Engineer, with a copy to Concessionaire/Contractor, following the template given in this TOR.
- 5.2 Review the comments from Independent Engineer/ Authority Engineer and NHIDCL (General Manager) on the draft Road Safety Audit Report, and address the comments, if any, and furnish the Final Safety Audit Report.
- 5.3 Collect data of all accidents in the project highway at the end of First 6 months, for preceding one year, and again at the end of 12 months for the one year, from Police Stations (Primary Source) and other secondary sources. Analyze fatal and grievous injury accidents “to identify locations of potential road safety hazards and the black spots”, using the template given in this TOR.
- 5.4 Undertake topographical survey of the identified “Accident Prone Locations” and black spots identifying all individual road attributes including any objects or hazards that are existing within the existing right-of-way of the road and showing the building lines.
- 5.5 Collect hourly Traffic Volume Counts (i.e., turning movement counts, in case of junction locations, or through directional movement counts at mid-block locations) including classification counts with a fifteen minutes intervals for at least eight (8) hours, i.e., four (4) hours in the morning hours and four (4) hours in the afternoon peak periods including pedestrian counts (along and across), and bicycle counts. The hours of the counts should be decided based on peak hour occurrence on the general weekday at the locations and also pre-dominant timing of collisions/accidents based on historical records. In some cases, the traffic data may be required even for 16 hours or 24 hours.
- 5.6 Analyze collisions in the historical accident data in conjunction with the traffic maneuvering to identify potential causes of accidents.
- 5.7 Develop/identify potential mitigation measures in order to curb the frequency and severity of collisions. Provide remedial measures for improvement of blackspots and accident prone locations along with detailed design report (DPR) including necessary road signs and pavement marking plans based on the IRC Guidelines.
- 5.8 Review the comments from Concessionaire/Contractor, Independent Engineer/ Authority Engineer and NHIDCL (General Manager(P)) on the detailed design, and address the comments, if any. Also, conduct the Audit Completion Meeting with recorded minutes for acceptance/compliance by General Manager(P)/Concessionaire/Contractor as well as Independent Engineer/ Authority Engineer. Including all these, furnish the Final Safety Audit Report.

## **6. Project Team**

**6.1** The services will be required for a single contract of **24.20 km** length. The firm shall deploy the following key personnel as mentioned in Clause 6.2.

**6.2** The man-months input required for subject project is as follows :-

S.No.	Key Personnel & Sub-Key Personnel	Under construction (Office + Site)
<b>A</b>	<b>Key Personnel</b>	
1	Sr. Road Auditor/ Team Leader	4 Months
2	Traffic Planner	4 Months
<b>B</b>	<b>Sub-Key Personnel</b>	
3	Road Safety Assistant/ Apprentice	4 Months
<b>C</b>	<b>Support Staff</b>	
1	To be nominated by Consultant (1no.)	4 Months
	<b>Total (A+B+C)</b>	

++ Ideally all design stage audits are to be completed during Development Period only. As mentioned in Clause 3.4 and 7.1 of ToR, due to any reason whatsoever, if some of the designs are delayed, the Safety Consultants shall be responsible for carrying out the audit for such designs. Also, as the Development Phase of the project has passed, the Safety Consultant, immediately upon commencement of Service shall be required to audit the project and give a comprehensive report to the Authority wrt the Development Stage, along with its first report.

**6.3** It is necessary that the bidder shall retain the same experts throughout the contract period. It is hereby clarified that only the named Key Personnel shall be deployed and no substitute shall be used at any stage of safety audit work. Any work carried out by any person other than the named Key Personnel shall be summarily rejected by NHIDCL and no payment shall become due for such work in any circumstances whatsoever.

**6.4 Coordinator:-**The firm shall designate its Senior Technical Director or an appropriate Senior officer who has experience in Road/ Bridge construction as the coordinator for the assignment. The coordinator on date of commencement of services under this assignment shall visit the site and acquaint with the project/ assignment and hold audit commencement meeting with the respective Regional Officer and Road Safety Audit team. Thereafter, the coordinator shall be responsible for coordination of activities under the contract, interaction with NHIDCL and signing all letters/ reports on behalf of the firm. The inputs including site visits/ visits to NHIDCL, New Delhi during the entire period of services/ contract, the Coordinator shall be incidental to this assignment and no separate payment shall be made in this regard. Finally, on completion of road safety audit work, Coordinator along with Road Safety Audit team shall hold a closing meeting with **General Manager(P)** and IE/AE of the Project.

**6.5** The Consultant shall as a part of this assignment will conduct two road safety awareness/training programs/workshops in the project stretch for NHIDCL officers, staff of Independent Engineer and Concessionaire/Contractor. The cost of such programme for maximum 60 persons from the project teams shall be deemed to be included in the financial proposal of the Consultant.

## **7. Expected Inputs of Experts and Support Staff:**

**7.1** Schedule 'L' prescribes the timelines for the assignments of Safety Consultants for various stages of a project (development, construction and operation). In case of development period, Para 4.3 of Schedule 'L' envisages that safety audit shall be completed in a period of 3 months. However, the drawings containing the design details to be provided by the Concessionaire (Ref. Para 4.2 of Schedule 'L') and collection of any data required for various audits is an ongoing process during the entire construction period of the project. Hence, the Safety Consultant shall review the set of drawings/ designs as and when provided to him by NHAI during the development/construction period of the project from safety perspective. Input of key personnel can be intermittent as per the project requirement. However bidder will have to indicate the man-month of personnel with breakup of cost for each personnel to be engaged in the work plan as part of their financial bid in Annexure-IV of Form-7 of this bid. It may be noted that CVs of only those key personnel having intermittent input will be considered, if the safety consultancy assignments in hand as on 7 days prior to BDD do not exceed 3 (three). The firm shall have to furnish information regarding deployment of their proposed key personnel with their intermittent inputs in the other projects in hand and the personnel deployed thereon in the prescribed form-6 of the RFP.

### **7.2 Schedule 'H' describes the function of safety consultants for OMT projects.**

**7.2.1** As mentioned above in clauses 3.4, 6.2 and 7.1 above, the road safety audit for design stage may continue beyond the development stage. One copy each of the safety report shall be forwarded by the GM(P) of the PMU to the Concessionaire and the Independent Engineer forthwith. Ideally all designs are to be completed and audited during Development stage. Due to any reason whatsoever, if some of the designs are forwarded to Safety Consultants in Construction stage also, these are also to be audited by Safety Consultants and shall give recommendations as part of Development Stage Safety Audit.

**7.3** The firms/ organizations shall make their own assessment of key and support personnel to undertake the assignment. Additional staff or personnel, if required (e.g. for Fire, Mechanical safety, etc.) to complete the assignment in the prescribed time, must be provided, within the total quoted cost only. NHIDCL shall not be responsible for any wrong assessment by the firms/ organizations and shall not in any case bear any additional cost arising therefrom. The firms should assess the inputs at site and office for each expert and support staff for completing the assignment within the above timelines, which shall be indicated by the firm in the Financial Proposal. The firms should make its own arrangements for office space, equipment, computer hardware/ software, etc. A certificate has to be recorded by the GM(P), PMU, NHIDCL about the presence of named experts and support staff at site (for their intermittent inputs) for release of payment as per cost breakup given by the Consultant.



## 8. Deliverables

### 8.1 Development Stage

S. No	Report & Frequency	Timeline
1	Inception Report covering all safety audit activities including finalization of methodology, implementing schedule, training requirement, as per TOR	Within 20 days of date of commencement of services/ as per instruction of NHIDCL depending on the project status
2	The Draft report (the "Safety Report") shall be submitted for Design Stage Audit to the Project Director, NHIDCL, in four copies, with a copy to Regional Officer. One copy each of the safety report shall be forwarded by the PD to the Concessionaire and the Independent Engineer Authority Engineer forthwith. This shall be as per the standard template of RSA report given in this TOR.	Within 3 (three) months from date of commencement of services or date of handing over of good for construction (GFC) drawings by the concessionaire/ contractor, whichever is later.
3	Safety Consultant shall conduct the Audit Completion Meeting with recorded minutes for acceptance/compliance by RO/PD/Concessionaire/Contractor. Including all these, furnish the Final Safety Report for Design Stage Audit as per the standard template of RSA report given in this TOR.	Within 15 days of receiving comments by NHIDCL/IE/ Concessionaire or audit completion meeting, whichever is later.
4	As the submission of design may be in batches, the Draft RSA Report and Final RSA Report for design stage shall be more than once and it can run into the construction stage also.	Draft report will be submitted within 15 days of submission of design by Concessionaire and Final RSA report shall be submitted within 15 days of receipt of the comments by RO NHIDCL/IE/Concessionaire.

### 8.2 Construction Stage

S. No	Report & Frequency	Timeline
1	A Construction Stage road safety audit, at every four months or as per the physical progress of construction, for work zone(s) safety for the entire construction period following the standard template of RSA report given in this TOR. Safety Consultant shall conduct the Audit Completion Meeting with recorded minutes for acceptance/compliance by RO/GM(P)/Concessionaire/Contractor. Including all the comments from RO/GM(P)/IE/Concessionaire and the acceptance/compliance, furnish the Final Safety Report for Construction Stage Audit as per the standard template of RSA report given in this TOR.	Subsequent Reports shall be the Construction Stage Audit Report of work sites and TMP/TCP being implemented with all earlier recommendations for enhancement, if any, at the site prior to commencing construction, for the entire period of construction till PCOD. Within 7 days of receiving comments by RO/GM(P) (NHIDCL)/IE/Concessionaire or Audit completion meeting, whichever is later.

S. No	Report & Frequency	Timeline
2	Submission of GAP report	Submit a Report of gap observed during the site visit for construction zone(s) audit in reference to the design that being implemented against the Design Stage Audit recommendations forwarded as part of Development Stage Audit. This GAP report shall be submitted once in every four months.
3	Draft Pre-Opening Audit report	One month prior to opening of the highway to traffic or at 95-100% completion of the construction (as decided by Regional Officer), carryout a pre-opening audit and submit report following the template given in this TOR.
4	Safety Consultant shall conduct the Audit Completion Meeting with recorded minutes for acceptance/compliance by PD/IE Concessionaire/ Contractor. Including all the comments from PD/IE/ Concessionaire and the acceptance/compliance, furnish the Final Pre-Opening stage audit report as per the standard template of RSA report given in this TOR.	Within 15 days of receiving comments by NHIDCL/IE/Concessionaire Audit or completion meeting, whichever is later

Note: Ideally all design stage audits are to be completed during Development Period only. As mentioned in Clause 3.4 and 7.1 of ToR, due to any reason whatsoever, if some of the designs are delayed, the Safety Consultants shall be responsible for carrying out the audit for such designs. Also, as the Development Phase of the project has passed, the Safety Consultant, immediately upon commencement of Service shall be required to audit the project and give a comprehensive report to the Authority wrt the Development Stage, along with its first report.

### 8.3 Maintenance/Operation Stage

S. No	Report & Frequency	Timeline
1	Collection of detailed Road Accident data and analysis of fatal and grievous injury accidents with blackspot identification including mapping of chainage wise crashes on strip plan of NH and development of countermeasures at the end of 06 months and 12 months.	Detailed Accident Data will be collected at the end of 6 months and after 12 months of operation of the project highway.
2	Carryout the topographic survey, traffic and speed survey and develop design/layouts of the	Identification of accident Prone locations and Countermeasure Report

S. No	Report & Frequency	Timeline
	<del>Counter measures based on diagnosed issues for the accident prone locations. Furnish the Final Report after receiving the comments of the Draft Report from GM(P)/IE/AE as per the standard template of RSA report given in this TOR.</del>	<del>shall be submitted after 6TH and 12<sup>th</sup> months of opening the highway to traffic. Final Report shall be submitted after 15 days of receiving the comments from GM(P)/IE on the draft report.</del>
3	Submission of GAP report.	Submit a Report of gap observed during the site visits for operation stage audit in reference to the observations made in Previous report(s). This GAP report shall be submitted as part of Operation Stage Audit.

8.4 All reports including primary data shall be compiled, classified and submitted by the firm to **PMU, NHIDCL** in soft form apart from the reports in hard form including a copy to NHIDCL HQ. The reports shall remain the property of NHIDCL and shall not be used for any purpose other than that intended under these terms of reference. All the reports will be submitted electronically in addition to 03 hard copies.

8.5 It may be noted that the consultants shall be required to ensure timely completion of the safety consultancy services of the projects awarded in an effective manner strictly as per the contract. The performance appraisal of the safety consultant may be carried out by the Road Safety Cell of NHIDCL/MoRT&H based on the report of the **concerned Regional Officer/General Manager(P) of NHIDCL**. The firms shall be liable for cancellation of the contract and debarment in the event of defaults attributable to the firm for non-completion/ poor performance of services for a period of one year.

## 9. Payment Schedule:

### 9.1 Deliverable, Periodicity, Payment Schedule for Development Period - DELETED

S. No	Scope of Work	Periodicity	Clause Reference	Payment Schedule	
	Activity / Submission of Report			Milestone	Fee - Payable
1	Submission of Inception Report covering all safety audit activities including finalization of methodology, implementing schedule, and training requirement as per TOR.	20 days from Commencement of service	2 of ToR	On submission of Inception Report to NHA	10%
2	Draft Safety Report for Design Stage Audit	Within 3 months from date of	3.1, 3.2, 3.3 and 3.4 of ToR		35%

*NHIDCL - RFP for Appointment of Safety Consultant for Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode-Package-IV- (Length- 24.200 km)*

		commencement			
--	--	--------------	--	--	--

		of services or date of handing over first lot of Good for Construction (GFC) drawings By the concessionaire/ contractor, Whichever is Later			
3.	Final Safety Report for Design Stage Audit	Within 15 days of receiving comments by NHAI/IE/AE	3.5 of ToR		10%
4.	Draft Safety Report for Design Stage Audit for those design forwarded later (that were not submitted in the development stage) during the construction Stage	Within 15 days of receiving second lot of good for Construction (GFC) drawings from the concessionaire/ Contractor	3.1, 3.2, 3.3 and 3.4 of ToR	Within 3 months Of Commencement of Construction	15%
5	Final Safety Report for Design Stage Audit	Within 15 days of receiving comments by NHAI/IE/AE	3.5 of ToR		5%
6	Draft Safety Report for Design Stage Audit for those design forwarded later (that were not submitted in the development stage) during the construction Stage	Within 15 days of receiving third lot of good for Construction (GFC) drawings from the concessionaire/ Contractor	3.1, 3.2, 3.3 and 3.4 of ToR	Within 12 months of Commencement of Construction	15%
7	Final Safety Report for Design Stage Audit	Within 15 days of receiving comments by NHAI/IE/AE	3.5 of ToR		10%

## 9.2 Deliverable, Periodicity, Payment Schedule for Construction Period -

S. No.	Scope of Work	Periodicity	Clause Reference	Payment Schedule	
	Activity / Submission of Report			Milestone	Fee - Payable
1	Draft Construction stage audit Report for the TMP/TCP prepared by the Contractor or Concessionaire	30 days prior to comment of construction activities	4.1 and 4.3 of ToR	15 days prior to commencement of construction	5%
2	Final Construction stage audit Report for the TMP/TCP prepared by the Contractor or Concessionaire	Within 7 days of receiving comments by NHIDCL/IE/AE	4.4 of ToR		5%
3.	Draft Construction stage road safety audit at every four Months for work sites.	At every four months, and Report within 15 days of field visit (audit)	4.2, 4.3 and 4.5 of ToR		40%
4	Final Construction stage road safety audit of worksites	Within 7 days of receiving comments by NHIDCL/IE/AE	4.4 of ToR		10%
5	Training Workshop for NHIDCL field officers, staff of IE, Concessionaire and Contractor	Within 6 months from Commencement of Construction	6.5 of ToR		5%

6	Submission of GAP report	Submit a Report of GAP observed during the site visit for the design that were implemented against the recommendation of Original Design Stage audit recommendation once in four months	4.5 of ToR		20%
7	Draft Pre-Opening stage audit report	30 days prior to opening the highway to traffic or at 95-100% of construction completed.	4.6 of ToR		10%
8	Final Pre-Opening stage audit report	Within 7 days of receiving comments by NHIDCL/IE/AE	4.4 of ToR		5%

### 9.3 Deliverable, Periodicity, Payment Schedule for Operation/Maintenance Period: NA

S. No.	Scope of Work	Periodicity	Clause Reference	Payment Schedule	
	Activity / Submission of Report			Milestone	Fee - Payable
1	Carryout an existing stage audit at the end of 03 months of opening the highway to traffic and submit Draft report to PD(NHIDCL)/IE/AE	Within 15 days from the site visit (audit)	5.1 of ToR	End of 03 months of Opening the highway to traffic	10%
2	Final Road Safety Audit of Existing Road based on comments received from PD(NHIDCL)/IE/AE	Within 7 days of receiving Comments by NHIDCL/IE/AE	5.2 of ToR	Within 7 days of receiving comments by NHIDCL/IE/AE	5%
3	Prepare a Draft report of Blackspot Identification, etc after 06 months from opening of the road to traffic, based on accident data collection & Analysis for the project Highway with countermeasures for rectification including schematic design	Within 14 months from Opening of the highway to traffic	5.3, 5.4 5.5, 5.6 and 5.7 of ToR	06 <sup>th</sup> month from Opening the highway to traffic	25%

4	Final Report of accident data collection and rectification of blackspots with detailed design	Within Days 7 of Receiving Comments by NHIDCL/IE/A E	5.8 of ToR	Within 7 days of receiving comments by NHIDCL/IE/AE	5%
5	Carryout an Existing stage audit at the end of 09 Months of Opening the highway to traffic and submit Draft report to PD(NHIDCL)/IE/AE	Within 15 Days from the site visit (audit)	5.1 of ToR	End of 09 months of opening the highway to traffic	10%
6	Final Road Safety Audit of Existing Road based on comments Received from RO/PD(NHIDCL)/IE/AE	Within 7 Days of Receiving Comments by NHIDCL/IE/AE	5.2 of ToR	Within 7 days of receiving comments by NHIDCL/IE/AE	5%
7	Prepare a Draft report of Blackspot Identification, etc after 12 Months from opening of the road to traffic, based on Accident data collection & analysis for the Project Highway with countermeasures for rectification including schematic design	Within 38 months from Opening of the highway to traffic	5.3, 5.4 5.5, 5.6 and 5.7 of ToR	12 months from opening the highway to traffic	20%
8	Final Report of accident data collection and rectification of blackspots with detailed design	Within Days 7 of Receiving Comments by NHIDCL/IE/A E	5.8 of ToR	Within 7 days of receiving comments by NHIDCL/IE/AE	5%
9	Carryout an Existing stage audit at the end of 12 Months of Opening the highway to traffic and submit Draft report to RO/PD(NHIDCL)/IE/AE	Within 15 days from the site visit (audit)	5.1 of ToR	End of 12 months of opening the highway to traffic	10%
10	Final Road Safety Audit of Existing Road/Operation Stage based on comments received from RO/PD(NHIDCL)/IE/AE	Within 7 Days of receiving comments by NHIDCL/IE/A E	5.2 of ToR	Within 7 days of receiving comments by NHIDCL/IE/AE	5%



**Note :**(i) The firms/ organizations shall pay the consultancy service tax/GST and produce the proof of payment to the NHIDCL for getting reimbursement of the same. The Financial Proposal shall take into account all types of tax liabilities including cost of insurance, except GST.

**9.4** Payments shall be made in Indian Rupees, no later than 30 days following submission of invoices by the firm in duplicate.

**10. Additional Inputs from Consultant**

**10.1** The consultant is required to examine the provisions of existing concession Agreement and accordingly, suggest the rectification measures, if any.

**10.2** In case the provisions for rectification are not included in the existing Concession Agreement, the consultant will prepare all the Bidding Documents along with Design and Drawing for inviting separate bid for rectification work.

## **WORK ZONE SAFETY AUDIT**

### **Task A: Review Contractual Provisions and Establish Work zone Safety Audit Procedure**

Review and understand various safety provisions as provided in the contract documents of the particular projects. This should include an appreciation and understanding of the safety provisions as given in various acts, rules and regulations of Gol/State Government where project is situated including MoRTH/Indian Roads Congress (IRC) specifications/codes; safety instructions issued by NHIDCL from time to time; and safety provisions under the EMP(s) for the project.

- (i) Review the existing systems being followed/adopted by the Concessionaire and IEs in planning, execution, documentations and reporting through collection and assessment of primary and secondary data/information.
- (ii) Identify the major hazards and risks associated with various roads construction activities and establish a work zone safety audit procedure, satisfactory to NHIDCL.

### **Task B: Conduct detailed Work Zone Safety Audit and Recommend Remedial Actions**

- (i) Carry out a detailed assessment of worksite\* safety conditions through site visits in line with the identified risks and hazards associated with various road construction activities. This review and assessment must include, but may not be limited, to the following aspects pertaining to:
  - (a) **Traffic Management Plan:** The Consultant will review the relevance, adequacy and implementation of the Traffic Management Plan(s) prepared by the Contractors. The procedures followed by the Independent Engineer (IE) / Authority Engineer (AE) with regard to the approval and ensuring compliance on ground also need to be reviewed.
  - (b) **Traffic Safety Measures:** The review should assess the adequacy and quality of various safety measures such as signage, delineation, barricading and lighting in the construction zones in line with the provisions covered in the contract agreement and latest IRC guidelines and other good International practices. The assessment should include various safety aspects/issues pertaining to night time safety measures and safety at/near excavations, structure construction sites, diversions and settlement areas apart from assessing maintenance of existing road surface and riding quality at diversions/detours.
  - (c) **Worker's Safety:** Based on contractual provisions and applicable legal provisions, there view should cover aspects pertaining to provisions and use of Personal Protective Equipment such as helmets, masks, safety harness/belts, boots, gloves, eye and hearing protection devices. The assessment should also include review of safety provisions during operations such as loading and unloading of materials; bar bending and cutting; gas cutting/welding, pile driving, excavation work; working near equipment/machinery; working at heights (including aspects pertaining to ladder, scaffolding, working platform, railing safety); safety during concrete works (including reinforcement erection, formwork and concrete pouring/pumping); drilling and blasting; safety during placement of traffic control devices; tree cutting etc. The compliance with regard to occupational health and safety precautions in relation to hazards associated with dust, toxic fumes, noise, vibration and biological factors (snake and insect bites) should also be assessed.
  - (d) Safety during construction of structures including design and suitability of temporary

structural arrangements, structures construction methodologies, etc. Adequacy of the process of review and approval of the Concessionaire proposals with respect to structures construction methodology i.e. including design of temporary structures and erection arrangements by the IE/AE also to be reviewed.

- (e) **Fire Safety Practices:** The assessment should include (a) the risks and hazards associated with storage, transportation, handling and use of various inflammable materials/explosives and (b) precautions and preparedness in case of the fire accident/s at camp/s, plant sites, construction sites and quarries.
- (f) **Electrical Safety Practices:** This should include electrical safety review at plant sites, campsites and work sites and near habitations.
- (g) **Mechanical Safety Practices:** The review should include general safe precautions/practices during plant, machinery, equipment and vehicle operations and condition of such mechanical devices that are being used for the contract operations. This will include review of the fitness of various plant and machinery (static and mobile), practices with respect to periodic maintenance and licensing/certification of fitness of equipment, as well as suitability of machinery operators including practices with respect to adherence to license /certification/ formal training of operators.
- (h) **Dust Control and Suppression Arrangements.**
- (i) Storage, transportation, handling and use of various toxic and hazardous materials(including spill management) used in road construction.
- (j) Safety of road-side residents and passers-by.
- (k) **First aid:** The review should include the provision of the first aid arrangements (including life-saving equipment), availability of qualified staff and health checks-up of workers (such as those for drivers/operators), as specified under the regulatory framework.
- (l) **Emergency Response Arrangements:** The review should include an assessment with regards to planning, procedures/processes, warning systems and record keeping.
- (m) **Accident records:** The review should look at whether accident records are being maintained by the Concessionaires/Contractors and shared with the NHIDCL on a regular basis.
- (n) Housekeeping (including circulation pattern, storage of materials and disposal of hazardous wastes).
- (o) Any other
  - (ii) Assess the knowledge and awareness of safety requirements at various levels of the Concessionaires and IE's/AE's staff, and make recommendations for improving the same if and where required.
  - (iii) Assess the role of IEs and NHIDCL Project Implementation Units (PIUs) and Headquarter, and performance and response of the IE's/AE's (including approval system, issuing of instructions and record keeping) in ensuring/enforcing worksite safety, and make recommendations thereto as required.
  - (iv) Identify and make comprehensive list of items/aspects and areas/sections of safety deficiency in individual contracts of the project.
  - (v) Recommend specific actions that are required to overcome safety deficiencies and to

strengthen/improve safety conditions in the project's contracts.

- (vi) Identify and suggest a comprehensive list of items/aspects to be covered in the monthly reviews and reports. Also, identify and prepare a comprehensive checklist of items to be monitored on monthly basis at site for rating the contractors' performance on work sites safety management.
- (vii) Reassess whether the recommendations made in the Audit Reports (contract specific) have been implemented or not (including reasons) in the project sites.

### **Task C: Strengthening Work zone Safety Implementation by NHIDCL**

- (i) Assist NHIDCL in reviewing and revising/issuing instructions for the Concessionaire/Contractor and IE/AE and NHIDCL General Manager(P)s (specifying the roles and responsibilities of each) and in establishing a system for conducting performance review of Concessionaire/Contractor and IE/AE.
- (ii) Propose recommendations that cover technical, contractual and institutional dimensions with respect to safety during road construction works keeping in mind the issues identified in safety audit. These should also cover the aspects related to implementation / enforcement mechanism with regard to safety management during the construction stage.

### **Task D: Prepare Work Zone Safety Report every quarter.**

**Task E:** Organize and conduct a One day Workshop on half yearly basis on findings of Safety Audits and follow up action, which will be attended by the representatives from NHIDCL, Concessionaire/Contractor, IE/AE and local NGOs etc. (Cost for holding such Workshops: to be included in the financial proposal)

*\* A worksite includes the highway and service roads (including structures), access/haul roads, main and ancillary campsites (including labor camps), all plant sites (including crusher operated by the project contractors), quarries operated by the project contractors, borrow areas, material stack yards and workshops. The assessment of access/haul roads is to be done on sample basis only. A worksite audit doesn't include safety aspects pertaining to design and construction stage engineering aspects (such as quality of works).*

## Appendix I

### Bank Guarantee for Performance Security

To  
Executive Director (Projects)  
National Highways & Infrastructure Development Corporation Limited. Regional Office, 2nd Floor,  
Agnishanti Business Park, Opp. AGP Office GNB Road, Ambari, Guwahati-781001  
Email: edpnhidclghy1@gmail.com

WHEREAS \_\_\_\_\_ [name and address of Contractor] (hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) No. Dated\_ for construction of [name of the Project] (hereinafter called the "Contract")

AND WHEREAS the Contract requires the Contractor to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Contract, during the {Construction Period/ Defects Liability Period and Maintenance Period} in a sum of Rs..... cr. (Rupees ..... crore) (the "Guarantee Amount"<sup>1</sup>).

AND WHEREAS we, ..... through our branch at ..... (the "Bank") have agreed to furnish this Bank Guarantee (hereinafter called the "Guarantee") by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of [General Manager of National Highways & Infrastructure Development Corporation Limited], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

<sup>1</sup> Guarantee Amount for Performance Security and Additional Performance Security shall be calculated as per Contract.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on \*\*\*\*\$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder. Further, the Claim Period of the BG is to be 1 Year beyond the date of its expiry.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

12. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

13. This guarantee shall also be operatable at our.....Branch at Guwahati, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder

**NHIDCL - RFP for Appointment of Safety Consultant for Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode-Package-IV- (Length- 24.200 km)**

claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

14. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of [MoRT&H/NHAI/NHIDCL/State PWD/BRO], details of which is as under:

Sl. No.	Particulars	Details
1	Name of Beneficiary	RO NHIDCL Projects
2	Beneficiary Bank Account No.	73653210000013
3	Beneficiary Bank Branch	CNRB0007374
4	Beneficiary Bank Branch Name	Canara Bank, Specialized Government Business Branch
5	Beneficiary Bank Address	Kay M Plaza, 1st Floor, Near KAR Bhawan, GS Road, Ganeshguri, Guwahati, Assam-781006.

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED  
For and on behalf of the Bank by:  
(Signature)  
(Name)  
(Designation)  
(Code Number)  
(Address)

<sup>9</sup>Insert date atleast 2 (two) years from the date of issuance of this Guarantee (in accordance with Clause 2.20 of the RFP). The **Consultants** can submit the BG for periods of two years at one time and keep on renewing the same till the DLP is over if they have problems in getting the BG in one go for the entire DLP.

*NHIDCL - RFP for Appointment of Safety Consultant for Widening/Improvement of existing 2 lane to 4 (Four) lane and Greenfield alignment with Paved Shoulder of Silchar- Churaibari section of NH-37 & NH-8 from Design chainage Km. 38.600 (End point of proposed Badarpur Bypass) to Km. 62.800- (start point of proposed Nilambazar/ Cheragi Bypass) in the state of Assam on HAM mode-Package-IV- (Length- 24.200 km)*

<sup>s</sup>Insert date atleast 2 (two) years from the date of issuance of this Surety Bond (in accordance with Clause 2.20 of the RFP). The Consultants can submit the Surety Bond for periods of two years at one time and keep on renewing the same till the DLP is over if they have problems in getting the Surety Bond in one go for the entire DLP.



## Appendix III

### **Form for Bid Security**

(Refer Clause 1.2.6 and 2.20)

#### **BANK GUARANTEE FORMAT FOR BID SECURITY**

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

Ref.: Tender No. \_\_\_\_\_, dated \_\_\_\_\_

Bank Guarantee:

Date:

WHEREAS, \_\_\_\_\_ (Name of Bidder) \_\_ (hereinafter called "the bidder") has submitted his bid dated \_\_\_\_\_ (date) for the Tender No. \_\_\_\_\_, dated \_\_\_\_\_ (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We, \_\_\_\_\_ [Name of Bank] of \_\_\_\_\_ [Name of Country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ [Name of Client] (hereinafter called "the Client") in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Lakhs Only) for which payment will and truly to be made to the said Client the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 201\_

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or
2. If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his Bid by the Client during the period of bid validity,
  - a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - b. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders,

we undertake to pay the Client up to the above amount upon receipt of his first written demand, without the Client having to substantiate his demand, provided that in his demand the Client will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 180 (one hundred and eighty) days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Client, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to

Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) and the guarantee shall remain valid till \_\_\_\_\_.

Unless a claim or a demand in writing is made upon us on or before \_\_\_\_\_ all our liability under this guarantee shall cease.

This guarantee shall also be operatable at our Guwahati Branch located at \_\_\_\_\_, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation

DATE \_\_\_\_\_

SIGNATURE OF THE BANK \_\_\_\_\_

SEAL OF THE BANK \_\_\_\_\_

SIGNATURE OF THE WITNESS \_\_\_\_\_

Name and Address of the Witness \_\_\_\_\_

The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India

**NOTE for Issuing Bank (Not to be included in the BG):-**

1. The stamp papers of appropriate value shall be purchased in the name of bank, who issues the "Bank Guarantee".
2. The bank guarantee shall be from a Nationalized Indian Bank or reputed foreign commercial Bank acceptable to client for Foreign Consultant with counter guarantee from Nationalized Bank. Bank guarantee furnished by Foreign consultant shall be confirmed by any Nationalized Bank in India.
3. The bank guarantee(s) contain(s) the name, designation and Code number of the officer(s) signing the guarantee(s).
4. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.
5. The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).
6. The Bank Guarantee shall be transmitted through SFMS gateway to our banker with following details:

Sl. No.	Particulars	Details
1	Name of Beneficiary	RO NHIDCL Projects
2	Beneficiary Bank Account No.	73653210000013
3	Beneficiary Bank Branch	CNRB0007374
4	Beneficiary Bank Branch Name	Canara Bank, Specialized Government Business Branch
5	Beneficiary Bank Address	Kay M Plaza, 1st Floor, Near KAR Bhawan, GS Road, Ganeshguri, Guwahati, Assam-781006.

7. The confirmation with supporting details if any shall be specifically mentioned in the covering letter issued with the Bank Guarantee.

**Appendix-IV**  
**(See Clause 3.3.4)**

**Format of LOA**  
(\_\_\_\_\_Section) [Address of  
Authority]

Dated,

To,

**{Name of selected Bidder}**

**Subject: {project description}- Letter of Acceptance (LOA)-Reg.**

Reference: Your bid for the subject work dated .....

Sir,

This is to notify you that your Bid dated .....for execution of the {project description}, at your quoted bid price amounting to Rs. .... /- {amount in words} has been determined to be the lowest evaluated bid and is substantially responsive and has been accepted.

1. You are requested to return a duplicate of the LOA as an acknowledgement and sign the Contract Agreement within the period prescribed in Clause 1.8 of the RFP.

2. You are also requested to furnish Performance Security for an amount of ..... as per Clause 2.20.2 of the RFP within 30 (thirty) days of receipt of this Letter of Acceptance (LOA). In case of delay in submission of Performance Security, you may seek extension of time for a period not exceeding 15 (fifteen) days in accordance with Clause 2.20.2.3 of RFP.

3. In case of failure of submission of Performance Security, within the time period, the award shall be deemed to be cancelled/ withdrawn and bidder shall be suspended from participation in the tendering process for the works of MoRTH / NHIDCL / NHAI and works under other Centrally Sponsored Schemes, for a period of one year from the bid due date of this work.

Accepted by

(Name of the Authorized person)

(Name of the sole bidder/lead partner of JV)

[Seal of the bidder]

Copy to:

(i) ED (T)-I NHIDCL HQ

(ii) ED(P), RO-Assam, NHIDCL

(iii) GM(P), PMU-Karimganj, NHIDCL

(iv) IE, M/s .....

(v) Concessionaire,

Yours faithfully,

{Authorized signatory}

**Appendix-V**  
**(refer clause 1 (iv) & 1.2.1)**

**List of Empaneled Safety Consultants**

RW/NH-29020/03/2020-S&R(P&B)-RSCE  
Government of India  
Ministry of Road Transport & Highways  
Transport Bhawan, 1, Parliament Street, New Delhi - 110001

Dated: 01<sup>st</sup> July, 2021

To

1. The Chief Secretaries of all the State Governments/UTs.
2. The Principal Secretaries/ Secretaries of all States/ UTs Public Works Department dealing with National Highways other centrally sponsored schemes.
3. All Engineers-in-Chief and Chief Engineers of Public Works Department of States/UTs dealing with National Highways other centrally sponsored schemes.
4. The Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi - 110010.
5. The Chairman, National Highways Authority of India, G-5&6, Sector - 10, Dwarka, New Delhi - 110075.
6. The Managing Directors, NHIDCL, PTI Building, New Delhi - 110001.
7. All CE-ROs, ROs and ELOs of the Ministry

**Subject:- Empanelment of Road Safety Consultant – (Tender ID: 2020\_MoRTH\_568527\_1).**

With reference to the applications for empanelment of road safety consultant received in ministry in response to above tender id and in suppression to ministry's letter of even no dated 16<sup>th</sup> February 2021 and 20<sup>th</sup> April 2021, it is brought to the kind notice of all concerned that following 51 consultants with their respective teams (total 65 teams) have been empanelled as Road Safety Consultants.

**List of Empanelled Road Safety Consultants:-**

SL. NO.	NAME OF FIRM	TEAM	Team Leader	Road safety auditor	Road safety apprentice
1	ARMENGE ENGINEERING AND MANAGEMENT CONSULTANTS	Team 1	Mr. K. Venkata Ramana Murty	Col. M. K. Sharma	Mr.Vaibhav Jain
2	CEINSYS TECH LTD	Team 1	Mr.ShreyPahuja	Mr. Vijay Kumar Minchala	Mr. Rahul Tahilyani
3	G-ENG ADVISORY SERVICES PVT LTD.	Team 1	Mr.Sajjan Kumar Goyal	Mr.Mahipal Singh	Dr.Sumit Gupta



1/6

SL. NO.	NAME OF FIRM	TEAM	Team Leader	Road safety auditor	Road safety apprentice
4	INTERCONTINENTAL CONSULTANTS AND TECHNOCRATS PVT LTD.	Team 1	Mr. Jacob George	Ms. Devasena Veloo	Mr. Shawan Aziz
5	IDC INFRASTRUCTURE	Team 1	Dr. Pawan Daulatrao Deshpande	Mr. Mandar Rajan Chopade	Mr. Rupesh Kumar Mishra
6	INFINITE CIVIL SOLUTIONS PVT	Team 1	Mr. Pragnesh Soni	Ms. Shabana Thabassum	Mr. Ashish Agrawal
7	INFRA SUPPORT ENGINEERING CONSULTANTS	Team 1	Col. S. Balachandrudu SM	Mr. Srinivas B N	Mr. Nimbagal Abhinav
8 (a)	MITES LTD	Team 1	Mr. Sudershan Kumar Popli	Mr. Rakesh Kumar	Mr. Sandeep Rahi
8 (b)	MITES LTD	TEAM 2	Mr. Sanjeev Gupta	Mr. Rajendra Sothwal	Soumen Panja
8 (c)	MITES LTD	Team 3	Mr. Vishnu Prakash Goyal	Mr. Jitendra Kumar Yadav	Mr. Manoj Kumar
9	SA INFRASTRUCTURE CONSULTANTS	Team 1	Mr. Krishna Murari	Ms. Anu Goel	Mr. Shakti Singh
10	SAADHYA INFRA SOLUTION LLP	Team 1	Mr. Macha Venkata Sreedhar	Mr. Mahender Vaddepally	Mr. Satish Kumar
11 (a)	SHREE BHAWANI CONSULTANCY SERVICES PVT	Team 1	Mr. Anil Kumar Gupta	Mr. Prashant Deva	Mr. Kishan Singh
11 (b)	SHREE BHAWANI CONSULTANCY SERVICES PVT	TEAM 2	Mr. Ashok Kr. Srivastava	Rajesh Chand mehta	Mr. Shubham Sahu
12 (a)	SHWETA TECHNOPHILE CONSULTANTS PVT LTD	Team 1	Ms. Jhansi Rani Kamboj	Mr. Vikrant Kumar	Mr. Arpit Gupta
12 (b)	SHWETA TECHNOPHILE CONSULTANTS PVT LTD	TEAM 2	Geeta Shukla Jindal	Mr. Rajeev Kamboj	Mr. Shankar Lal
12 (c)	SHWETA TECHNOPHILE CONSULTANTS PVT LTD	TEAM 3	Dr. Syed Aqeel Ahmad	Mr. Abhijit Maiti	Mr. Sharwan Nagar
13	SPECIALIZED ENGINEERING SERVICES PVT LTD.	Team 1	Mr. Ziauddin Ahmad Khan	Col. T K Sashidharan	Mr. Harsh

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SL. NO.	NAME OF FIRM	TEAM	Team Leader	Road safety auditor	Road safety apprentice
11 (a)	TECHNICAL CONSULTANCY SERVICES	Team 1	Mr. Mohit Verma	Mr. Dinesh Kumar Yadav	Mr. Vineet Singh Rawat
14 (b)	TECHNICAL CONSULTANCY SERVICES	TEAM 2	Mr. Pradeep Gairola	Mr. Sungadi Sreenivasulu	Mr. Chetan M
15	TRANSLINK INFRASTRUCTURE CONSULTANTS	Team 1	Mr. Tejas Patel	Mr. Bhavin Parmar	Mr. Yagnesh Dave
16	AARVEE ASSOCIATES ARCHITECTS ENGINEERS AND CONSULTANTS	TEAM 1	Mr. Biju Muthu	M. Khaleel Basha	Mr. L.V.S. Sanyasi Kumar
17	ACCULEAD CONSULTANCY SERVICES LLP	TEAM 1	Mr. R. P Fasate	Mr. Ashok Devrao salve	Mr. Saurbh S Ladge
18	ALCON CONSULTING ENGINEERS	TEAM 1	Mr. Madhav M Pokale	Mr. Deepak P	Mr. Sumanth. V.K
19	ALMONDZ GLOBAL INFRA-CONSULTANT LIMITED	TEAM 1	Mr. Sudhakar Singh	Uma Devi Rongali	Mr. Shiva Esarapu
20	BTES CONSULTING SERVICES PRIVATE LIMITED	TEAM 1	Sh Rajesh kumar Chopra	Mr. Varun Kirti	Mr. Vijay Chauhan
21	CASTA ENGINEERS PVT LTD	TEAM 1	Mohd. Shamsuzzoha	Mr. Mahesh Chandra Goyal	Mr. Ajao Abraham
22	CDF INFRA CON PVT. LTD.	TEAM 1	Mr. Sidde Gowda	Ms. Rajni Nitesh Pasarate	Mr. Mohd. Shahjhan
23 (a)	CHAITANYA PROJECTS CONSULTANCY PVT. LTD.	TEAM 1	Mr. Neeraj kumar Sinha	Mr. Sanjay kumar Sinha	Mr. Syed Nasir Raza
23 (b)	CHAITANYA PROJECTS CONSULTANCY PVT. LTD.	TEAM 2	Mr. Anil Kumar	Mr. Dinesh Chandra Vashistha	Mr. Baljeet Singh
24	CREDIBLE MANAGEMENT AND CONSULTANTS PVT. LTD.	TEAM 1	Mr. Vinod Kumar Bansal	Mr Suresh Kumar Mishra	Mr. Sikandar Kumar

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3/6

SL. NO.	NAME OF FIRM	TEAM	Team Leader	Road safety auditor	Road safety apprentice
25 (a)	DESIGN AID	TEAM 1	Prashant Joshi	Ms Nausheen Khan	Ms. Pooja Sah
25 (b)	DESIGN AID	TEAM 2	Dr. Anuj Kumar Bholanath Sharma	Ms. Darshan Joshi	Mr. Ronak Suresh Bhudhrani
25 (c)	DESIGN AID	TEAM 3	Mr. Rajiv Roy	Ms. Veera Biradar	Mr. Shahbaz Shamin Khan
26	DHRUV CONSULTANCY SERVICES LIMITED	TEAM 1	Mr. Himanshu Shrimai	Mr Syed Peerzade	Mr. Anirudh Vithal Katti
27	FORTRESS INFRACON LTD	TEAM 1	Mr Kiran Rambhau Somwanhi	Mr. Lukesh Kantode	Mr.Gopal Rathod
28 (a)	GEO DESIGNS AND RESEARCH PVT. LTD.	TEAM 1	Mr. Umakant Pant	Mr. Abhishek Kumar	Mr. Aditya Pancholi
28 (b)	GEO DESIGNS AND RESEARCH PVT. LTD.	TEAM 2	Mr Hemant Kumar Pandya	Mr Anil Mehta	Mr. Zulfikarali B Petiwala
28 (c)	GEO DESIGNS AND RESEARCH PVT. LTD.	TEAM 3	Mr. Jignesh Trivedi	Mr. Col Rajinder Kumar	Mr. Aman Thakar
29 (a)	HIGHWAY CONSULTING ENGINEERS PRIVATE LIMITED	TEAM 1	Mohammed Khalandar Khan	Mr. Ashwani Kumar	Mr. Jatin Bhutani
29 (b)	HIGHWAY CONSULTING ENGINEERS PRIVATE LIMITED	TEAM 2	Mr. Ayaz Ali Khan	Mr Akshay Vashist	Mr. Rahul Gupta
30	HOLTEC CONSULTING PRIVATE LIMITED	TEAM 1	Mr. Jitesh Gupta	Mr Akhil Bhutani	Mr. Sachin
31	IMAGIS ENGINEERING SOLUTIONS PVT. LTD.	TEAM 1	DR. ROHIT S MANE	Mr. Sarang Paranjap	Mr. Sandeep Shirkhedkar
32 (a)	INDIAN INFRATECH	TEAM 1	Mr. vijay Prabhakar Jeughale	Mr Malhar Mane	Mr. Apurva Ramchandra Andurlekar
32 (b)	INDIAN INFRATECH	TEAM 2	Mr. Dattatraya Yashwantarao Patil	Mr. Sanjay Krishanarao Patil	Mr. Tejesh Deepankrao Manikpure

*ecnd*

4/6



SL. NO.	NAME OF FIRM	TEAM	Team Leader	Road safety auditor	Road safety apprentice
33 (a)	INFOTRANS ENGINEERS PRIVATE LIMITED	TEAM 1	Mr. B Ravi Shankar	Mr Pawan Kumar P.M	Mr. Sandeep Vemula
33 (b)	INFOTRANS ENGINEERS PRIVATE LIMITED	TEAM 2	Mr. COL LDV Prashad Rao	Mr. P Anil Kumar	Mr. M. Pandu
34	JAIMAN CONSTRUCTION AND CONSULTANTS LLP	TEAM 1	Mr. Lalit Sharma	Mr Mohit Sharma	Mr. Happy Sharma
35	JSV ASSOCIATES ENGINEERS AND CONSULTANTS PVT. LTD.	TEAM 1	Mr. Suresh Babu Bodasingu	Dr. Pratap Singh	Mr. Komakesh C
36	MARC TECHNOCRATS PRIVATE LIMITED	TEAM 1	Mr. Sujit Kumar Rao	Ms Archana Bhanga	Mr. Murali Sala
37	METTEST ENGINEERING SERVICES	TEAM 1	Mr. Vishal D Raiyani	Ms. Vruti V Raiyani	Mr. Tushar S Patel
38	NEST CONSULTANCY SERVICES	TEAM 1	L P Reddy	Praveen Kumar M C	Mr. Shiv Pradhan
39	NEWGEN TECHNO SERVICE ENGINEERS	TEAM 1	Mr. Anurag saxena	Mr Komalesh C	Mr. Dillip R. Gowda
40	RADHA KRISHNA CONSULTING ENGINEERS PRIVATE LIMITED	TEAM 1	Mr. Rajanish Kumar	Mr. Pradeep Agarwal	Mr. Gaurav Raj
41	RESOTECH CONSULTANCY SERVICES	TEAM 1	Mr. Rajnish Mishra	Mr. Sumedh Indra	Mr. Kanishk Singh
42	RUKY PROJECTS PRIVATE LIMITED	TEAM 1	Gaganna Gandhi	Mr Ramesh Darukumal	Mr. Madhusudan Reddy B
43	SNEHA KIRAN TECHNO CONSULTANTS PRIVATE LIMITED	TEAM 1	P S P Reddy	Ms. Anitha boddupally	Dr. Naveen Kumar
44	SPHERE INFRATECH CONSULTANCY PRIVATE LIMITED	TEAM 1	Sh B S Kadia	Dr. Mukesh a Patel	Mr. Bhavin A Patel
45	SRI INFOTECH	TEAM 1	Dr. Naga Mallikarjuna Golla	Mr Srinivasa Chari Dasaroju	Mr. Nimishakavi Saikrishna

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5/6

SL. NO.	NAME OF FIRM	TEAM	Team Leader	Road safety auditor	Road safety apprentice
46	STRUCOTON PROJECT CONSULTANTS PVT	TEAM 1	Pramod v Joshi	Prabhakar G Vanjari	Mr. Vatsal B. Upadhyay
47	TECHMODEC CONSULTANTS PRIVATE LIMITED	TEAM 1	Mr Sita Ram sharma	Mr Rakesh Kumar Goyal	Mr. Anindya Chawla
48	THISA CONSULTING SERVICES LLP	TEAM 1	Mr Mallikarjuna Rao Koniki	Mr Sivath Kumar Nallapareddy	Mr. Sandeep Koniki
49	TPF ENGINEERING PVT LTD	TEAM 1	Mr B.N Ohol	Mr Manish Agarwal	Mr. Anil Kumar Singh
50	TTL ENGINEERING PVT	TEAM 1	Mr Sanjeev Kumar	Mr Anuj Narula	Mr. Chethan M.
51	UPHAM INTERNATIONAL CORPORATION	TEAM 1	Mr Saurav Shekhar	Mr. Mohammed Faiem	Mr. Aitha Veerasrujan

2. All the terms and conditions of the RFP (Annexure-A) vide Tender ID: 2020\_MoRTH\_568527\_1 shall be adhered to by the empanelled safety consultants.

3. This issues with the approval of Competent Authority.

*Dhan veer Sahu*

(Dhan Veer Sahu)

Executive Engineer (Road Safety Engineering)

For DG (Rd) & SS

Copy to:

1. All CEs in the Ministry of Road Transport & Highways
2. All ROs of the Ministry of Road Transport & Highways
3. The Secretary General, Indian Road Congress
4. Technical Circular file of S&R (P&B) Section
5. NIC-for uploading on Ministry's website under "What's new"

Copy for information and necessary action to:

1. Sr. PPS to Secretary (RT&H)
2. PPS to DG (RD) & SS
3. PPS to Addl. Secretary (RT&H)
4. PPS to AS&FA
5. PS to ADG-I/II/III/IV/V
6. PS to JS(T)/ JS(H)/ JS(LA&C)/JS(EIC)

6/6