

# **National Highways & Infrastructure Development Corporation Limited**



**Undertaking of  
(Ministry of Road Transport & Highways)  
Government of India**

**Consultancy Services**

**For**

**Preparation of Detailed project Report (DPR) for Development of  
Inland Water Transport (IWT) facility at  
Jogighopa, Assam**

***REQUEST FOR PROPOSAL (RFP)***

**March, 2020**

**National Highways and Infrastructure Development Corporation Ltd.  
4, Parliament Street, PTI Building, New Delhi-110 001**

## **DISCLAIMER**

The information contained in this tender document or subsequently provided to Bidder(s) or Applicant's whether verbally or in documentary form by or on behalf of National Highways & Infrastructure Development Corporation (NHIDCL) or any of their employees or advisors, is provided to the Bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

This tender document is not an agreement and is not an offer or invitation by the NHIDCL to any parties other than the Applicants who are qualified to submit the proposal's Bidder(s). The purpose of this document is to provide the Bidders with information to assist the formulation of their proposals. This document does not purport to contain all the information each bidder may require. This document may not be appropriate for all persons, and it is not possible for NHIDCL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this document and where necessary obtain independent advice from appropriate sources. The NHIDCL, their employees and advisor make no representation or warranty and shall incur no liability under any Law statute rules or resolutions as to be accuracy reliability or completeness of the RFP document.

NHIDCL may in their absolute discretion but without being under any obligation to do so, update amend or supplement the information in this document.

## **TABLE OF CONTENTS**

DISCLAIMER.....	2
SECTION - I: NOTICE INVITING E-TENDER .....	6
SECTION - II: INSTRUCTIONS TO BIDDERS (ITB).....	9
1. Background.....	10
2. Introduction.....	10
3. Bidder Eligibility Criteria.....	10
4. Pre-Bid Meeting.....	11
5. Clarifications and Addendums.....	12
6. Preparation of Bids.....	12
7. Conflict of Interest.....	15
8. Acknowledgement by Bidders .....	16
9. Guidelines for e-submission of the Bids.....	16
10. Submission of Bids.....	19
11. Extension of Bid Submission Date .....	22
12. Late Proposals .....	22
13. Liability of the Employer.....	22
14. Modification / Substitution / Withdrawal of Bids.....	23
15. Bid Opening and Evaluation Process.....	23
16. Qualification Criteria & Bid Evaluation .....	24
18. Insurance .....	27
19. Indemnity.....	27
20. Fraud and Corrupt Practices.....	28
17. Ownership of Document and Copyright .....	28
18. SECTION - III: BID DATA SHEET .....	29
19. SECTION - IV: TECHNICAL BID STANDARD FORMS .....	32
20. FORM 4A: LETTER OF BID.....	33
21. FORM 4B: ELIGIBLE PROJECTS .....	36
22. FORM 4C: AVERAGE ANNUAL TURNOVER IN LAST THREE YEARS .....	38
23. FORM 4D: POWER OF ATTORNEY .....	39
24. FORM 4E: CURRICULUM - VITAE (CV) OF KEY PERSONNEL .....	41
25. FORM 4F: DECLARATION BY THE BIDDERS.....	43
26. FORM 4G: BIDDER INFORMATION SHEET .....	44
27. FORM 4H: FORMAT FOR PRE BID QUERIES BY BIDDERS .....	45
28. FORM 4I: STATEMENT OF LEGAL CAPACITY .....	46

29. SECTION - V: FINANCIAL BIDS STANDARD FORMS.....	47
30. FORM FIN - 1: FINANCIAL BID SUBMISSION FORM.....	48
FORM FIN - 2: SUMMARY OF COSTS - BOQ.....	49
FORM FIN - 3: CONSULTANCY FEES.....	50
SECTION -VI: TERMS OF REFERENCE (ToR) .....	52
SECTION - VII: CONDITIONS OF CONTRACT.....	70
1. General .....	71
2. Commencement, Completion, Extension, Modification and Termination of Contract .....	76
3. Obligations of the Consultant .....	82
4. Obligations and Responsibility / Inputs by NHIDCL.....	83
5. Security Deposit and Performance Guarantee .....	84
6. Payment Terms .....	85
7. Arbitration .....	85
8. Laws Governing the Contract.....	86
9. Professional Liability.....	86
10. Miscellaneous Provisions .....	87
SECTION - VIII: ANNEXES.....	88
ANNEX - I INTEGRITY AGREEMENT.....	89
ANNEX - II: FORMAT OF BANK GUARANTEE FORM FOR PERFORMANCE SECURITY.....	95
ANNEX - III: AGREEMENT FORM .....	98
ANNEX - IV: DETAILS OF BANK ACCOUNT.....	101
ANNEX-V: BANK CERTIFICATION .....	102
ANNEX-VI: LETTER OF ACCEPTANCE OF TENDER .....	103

## **SECTION - I: NOTICE INVITING TENDER**

**National Highways & Infrastructure Development Corporation Limited**  
**(Ministry of Road Transport and Highways)**  
**Government of India**

**NOTICE INVITING TENDER (NIT)**

1. National Highways and Infrastructure Development Corporation Ltd. (NHIDCL) has been assigned the work of Development of Inland Water Transport (IWT) facility at Jogighopa (Assam).
2. Proposals are hereby invited from eligible Consultants for “Preparation of Detailed Project Report for Development of Inland Water Transport (IWT) facility at Jogighopa, Assam”. The Letter of Invitation (LOI) and Terms of Reference (ToR) including Request for Proposal (RFP) is available online on NHIDCL website: [www.nhidcl.com](http://www.nhidcl.com) and e-tender portal of <http://eprocure.gov.in> Cost of the Document in the form of a Non- refundable document fee of Rs. 5,000 (Rupees Five Thousand only) in the form of Demand draft or online while submitting the bid.
3. Bid must be submitted online at e-tender portal of <http://eprocure.gov.in> on or before the scheduled time given in Para 4 below herein under.
4. Schedule of Bidding Process:

Sl. No.	Event Description	Date
1.	Invitation of RFP (NIT)	26.03.2020
2.	Last date for receiving queries	26.04.2020
3.	Pre-proposal/Pre-BID conference/meeting at NHIDCL, HQ, New Delhi	27.04.2020 (1430 hrs)
4.	Authority response to queries latest by	28.04.2020
5.	Last date of Request for BID Document	05.05.2020 (1030 Hrs)
6.	BID Due Date	05.05.2020 (1100 Hrs)
7.	Physical Submission of Bid Securing Declaration/POA etc	05.05.2020 (1100 Hrs)
8.	Opening of Technical BIDs at venue 2.11.4 (i)	06.05.2020 (1100 Hrs)
9.	Declaration of eligible / qualified Bidders	To be notified later
10.	Opening of Financial BID	To be notified later
11.	Letter of Acceptance (LOA)	To be notified later
12.	Return of signed duplicate copy of LOA	To be notified later
13.	Validity of BID	120 days from BID Due Date
14.	Total duration of the consultancy	6 (Six Months)

Yours sincerely,

(Y.C. Srivastava)  
General Manager (Tech), NHIDCL  
4, Parliament Street  
New Delhi-110001

Tel: 91-011-23461-617  
E-mail: [yogesh.chandra15@gov.in](mailto:yogesh.chandra15@gov.in)  
Website: [www.nhidcl.com](http://www.nhidcl.com)

## **SECTION - II: INSTRUCTIONS TO BIDDERS (ITB)**

## 1. Background

NHIDCL has been entrusted with the assignment of preparation of DPR for “Development of Multi-modal Logistic Park and Development of Inland Water Transport (IWT) facility at Jogighopa, Assam”. NHIDCL now invites proposal from Technical consultants for carrying out detailed project report for “Preparation of Detailed Project Report for Development of Inland Water Transport (IWT) facility at Jogighopa”. The DPR is being prepared for the Inland Waterways Authority of India (IWAI) who in turn shall use this DPR for Civil Work. The instant bid is based on one of the bidding document of IWAI.

Inland Waterways Authority of India (IWAI) is a statutory body of the Ministry of Shipping, Government of India (GoI). IWAI was set up in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) on the National Waterways (NWs) in the country. Presently, there are 111 new NWs in the country.

## 2. Introduction

NHIDCL invites Proposals (the “Proposals”) through e-tender (on-line bid submission) for selection of Technical Consultant (the “Consultant”) who shall prepare DPR. The consultant should have expertise in carrying out the similar kind of job. Consultants are hereby invited to submit proposal in the manner as prescribed in the RFP document. The most preferred bidder (H-1) would be determined on the basis of Quality and Cost as mentioned in the RFP. A Consultant shall submit “proof of eligibility (Part 1)” and “Technical Proposal (Part II)”. Financial proposals are only to be submitted online and no hard copy of the financial proposal should be submitted.

The Consultants may apply either as a sole firm or forming Joint Venture with other consultants. In case of Joint Venture, the maximum number of Joint Venture partners is limited to 3 including Associate partner, if any (i.e. one lead + JV 1 + JV 2 or one Lead + one JV partner + one Associate partner). Any entity which has been barred by any Government agencies for the works of similar nature and the bar subsists as on the date of application, would not be eligible to submit the bid, either individually or as a member of a Joint Venture.

The Employer will select a consulting firm / organization (the “Consultant”) in accordance with the method of selection specified in Clause 15 & Clause - 16 under Section - II: ITB.

The name of the Assignment / Job has been mentioned in Section - III: Bid Data Sheet. Detailed scope of the Assignment / Job has been described in Section - VI: Terms of Reference (ToR).

The date, time and address for submission of the Bids have been given in Section - III: Bid Data Sheet.

Bidder shall bear all costs associated with the preparation and submission of their Bids.



The Employer is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidder.

### **3. Bidder Eligibility Criteria**

The Bidders shall meet the following pre-qualification criteria:-

Bidder should be one among the renowned consultancy organization those who are Private entities, Government entities having proven competence, capacity and experience in sphere of Port & IWT sector and experience in preparing preliminary design & drawings, technical specifications, Bill of Quantities (BoQ), survey works and site investigations.

The Bidder shall meet the Qualification criteria of executing “Similar Works” of the value as mentioned in clause 16.1 of ITB. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work / component breakup, completion period stipulated in the order and actual completion period. The completion certificate, awarded by the client should have a mention of start date, date of completion and value of the work executed by the Bidder. In case the work was performed by the Bidder in a JV, the same shall be supported by a client certificate enumerating the claimant share also. In case the work was performed by the bidder as a sub-consultant, the bidder shall submit similar completion certificate awarded to it by the main consultant and countersigned by the Employer / Client of the main consultant.

Copy of work order / letter of award / letter of work agreement alone shall not suffice Bidders claim for executing the Similar Works. Submitting completion certificate from the client on its letter head along with supporting documents as mentioned in Clause

3.2 above is mandatory to qualify.

Average Annual Turnover during the last three (03) years ending 31<sup>st</sup> March 2019/2020 should be as mentioned in Clause 16.1.2 of ITB. The Bidders shall provide financial turnover of the firm for the last three years duly certified by the Statutory Auditor(s).

Bidder should not have been debarred / blacklisted during the last three years. However, hiding of the facts or non-compliance by the bidder in this regard would be punishable under existing law and would lead to rescinding or termination of the work if information relating to debarment or blacklisting is brought to knowledge of the Employer even during the currency of the contract brought forward at a later stage. Declaration in this regard has been incorporated in Form 4A, Section IV.

The similar works experience of parent company / subsidiary / sister company of the Bidder shall not be considered.

The Bidder shall offer and make available the CVs of all Key Personnel meeting the requirements specified in Section - VI: ToR. Each of the Key Personnel must fulfill the conditions of eligibility with respect to Qualification and Experience as outlined in the ToR.

The Bidder shall also indicate following:

The Bidder shall have adequate resources for successful execution of the consultancy work and should be financially solvent. Bidder shall provide a solvency certificate from any nationalized / scheduled bank in India for a minimum amount as indicated in Section - III: Bid Data Sheet.

The Bidder shall be income tax assessee and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.

#### **4. Pre-Bid Meeting**

A Pre-Bid meeting shall be held as per the date and time mentioned in Section III: Bid Data Sheet. Bidders willing to attend the pre-bid meeting should inform the Employer beforehand in writing and email. The maximum number of participants, who chose to attend the pre-bid meeting, shall not be more than two per bidder. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the authorized signatory of his / her organization permitting the representatives to attend the pre-bid meeting on behalf of the respective bidder.

During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration by the Employer. The Employer will endeavor 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.

The Bidders may put forth their pre-bid queries in the format prescribed in Form 4H of Section IV.

#### **5. Clarifications and Addendums**

Bidders may request a clarification on any clause of the document up to the number of days / date indicated in Section - III: Bid Data Sheet before the Bid submission date. Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in Section - III: Bid Data Sheet. No request for the clarification shall be entertained if such request is received by the Employer after the deadline for submitting clarifications.

The Employer will respond to the queries raised by the Bidders (including an explanation of the query but without identifying the source of query) along with any amendment which would be published on the website of NHIDCL and e-procurement portal.

At any time before the submission of Bids, the Employer may amend the tender document by issuing an addendum / corrigendum (amendment). The amendment / clarification, if any, to the document will be made available on [www.nhidcl.com](http://www.nhidcl.com) and e-tender portal of <http://eprocure.gov.in>. All Bidders participating in the Bid shall be deemed to have kept them informed and updated about each such amendment / clarification, which is posted on the above website from time to time. The bidders shall acknowledge receipt of all amendments. To give reasonable time to the bidders to consider an amendment, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids. Declaration on the issue has been built up at S. No. 7 of Form 4G.

## 6. Preparation of Bids

In preparing their Bid, Bidders are expected to examine in detail the documents comprising the Tender document. Material deficiencies in providing the requisite information may result in rejection of the Bidder's Bid.

Bidders shall adhere to the requirements mentioned below:

### **Earnest Money Deposit (EMD)**

All Bidders shall furnish EMD of the amount as mentioned in Section III: Bid Data Sheet. EMD for the mentioned amount shall be deposited to NHIDCL account through RTGS in the following account:

S. No.	Particulars	Details
1.	Name of Beneficiary	National Highways and Infrastructure Development Corporation Ltd.
2.	Name of Bank	Syndicate Bank
3.	Account No.	90621010002659
4.	IFSC Code	SYNB0009062

Bids not accompanied by EMD shall be rejected as non-responsive.

No interest shall be payable by the Employer on the sum deposited as EMD.

The EMD of those Bidders whose Financial Bids have been opened but are not selected as "Successful Bidder", would be returned within seven days of issuance of Letter of Acceptance (LOA) to the successful Bidder.

The EMD of Bidders who have not qualified for opening of Price Bids in terms of clause 3 & 16 of ITB would be returned within seven days of opening of Price bid.

The EMD shall be forfeited by the Employer in the following events:

- (i) If Bid is withdrawn during the bid validity period including any extension agreed to by the Bidder thereof.
- (ii) If the Bidder tries to influence the evaluation process.
- (iii) If the lowest Bidder raises any fresh issue and / or T&C during negotiations, it will be construed as withdrawal of the original bid and in that case EMD is liable to be forfeited.
- (iv) In case the Bidder, submits false certificate in terms of any documents in support to this Tender.
- (v) If the Bidder fails to sign the contract in accordance with Conditions of Contract on receipt of LOA.
- (vi) In case the bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract, as described in General Conditions of Contract.
- (vii) If the Bidder fails to furnish the Performance Bank Guarantee & Security Deposit in accordance with Conditions of Contract.
- (viii) In case of a Bidder revoking or withdrawing or varying any terms of the Bid without the consent of the Employer in writing.

- (ix) In case of forfeiture of EMD, as prescribed from (i) to (viii) above, the Bidder shall not be allowed to participate in the retendering process of the work.

### **Cost of Tender Document / Tender Fee**

All Bidders are required to pay the cost of Tender Document as mentioned in Section III: Bid Data Sheet, through RTGS. The cost of Tender Document is Non-Refundable.

### **Bank Solvency**

All Bidders shall submit Bank Solvency certificate from a nationalized / scheduled bank in India for a minimum amount as mentioned in Section - III: Bid Data Sheet. The solvency certificate submitted by the bidder shall not be older than one (01) year from the Bid Submission Last Date. **In case bidder does not adhere to this criterion, his bids shall be considered non-responsive and shall not be considered for further evaluation process.**

### **Taxes**

The Bidders shall fully familiarize themselves with the applicability of all types of taxes and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal along with the conditions mentioned therein, except for GST which will be quoted separately by the Bidder as per Form Fin - 2, Section V. It may be noted that the Bidder shall have to be registered with GST and shall submit the proof of the same at the time of bid submission. The GST and all other relevant taxes shall be paid as per existing rules and regulations at the time of payment.

### **Currency**

Bidders shall express the price of their Assignment / job in **Indian Rupees (INR)**.

### **Language**

The Bid as well as all related correspondence exchanged between the Bidders and the Employer shall be in English language and shall be strictly as per the formats attached in this tender document. The Employer will evaluate only those Bids that are received in the specified formats and are complete in all respects. Any supporting documents submitted by the Bidder with its Bid or subsequently, in response to any query / clarification from the Employer shall be in English and in case any of these documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, and in such case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

### **Bid Validity**

Section - III: Bid Data Sheet indicates for how long the Bids submitted by the bidders must remain valid after the submission date. During this period, Bidders shall maintain the availability of Key Personnel nominated in the Bid and also the amount quoted for the services in the Financial Bid shall remain unchanged. Should the need arise, the Employer may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that they will maintain the availability of the Key Personnel proposed in the Bid and that their Financial Bid will remain unchanged. Also, in their confirmation of extension of validity of the Bid, bidders could submit new staff in replacement, which would be considered in the final evaluation for contract award. The bidders who do not

extend the validity of their bids, shall not be considered for further evaluation.

#### **Number of Bids**

A bidder can submit one bid only. In case a bidder submits or participates in more than one bid, the application of the bidder shall be rejected summarily.

The proposals must be properly signed as detailed below:

- i. by the proprietor in case of a proprietary firm
- ii. by the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly notarized shall accompany the Proposal).
- iii. by a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly notarized shall accompany the proposal).
- iv. by the authorized representative in case of Joint Venture.

#### **7. Conflict of Interest**

Employer requires that selected bidder (the “Consultant”) provides professional, objective, and impartial advice and at all times holds the Employer's interests paramount, strictly avoids conflicts with other assignment(s) / job(s) or his own corporate interests and act without any consideration for future work.

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

- (a) **Conflicting Activities:** A firm or any of its affiliates who has been engaged by the Employer to provide goods, works or assignment / job other than consulting assignment / job for a project shall be disqualified from providing consulting assignment / job related to those goods, works or assignments/ jobs. Conversely, a firm or any of its affiliates who have been hired to provide consulting assignment / job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment / job other than consulting assignment / job resulting from or directly related to the firms consulting assignment / job for such preparation or implementation. For the purpose of this paragraph, assignment / job other than consulting assignment / job are defined as those leading to a measurable physical output; for example surveys, exploratory drilling, aerial photography, satellite imagery etc.
- (b) **Conflicting Assignment / Job:** A Consultant {including its Personnel and Sub-consultant(s)} or any of its affiliates shall not be hired for any assignment / job that by its nature may be in conflict with another assignment / job of the Consultant to be executed for the same or for another Employer, for example a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same

project and a Consultant assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of such assets.

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

Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the consultant during bidding process or termination of its Contract during execution of assignment.

No agency or current employees of the Employer shall work as Consultants of any Bidder.

#### **8. Acknowledgement by Bidders**

It shall be deemed that by submitting the Proposal, the Bidder has:-

Made a complete and careful examination of this Tender;

Received all relevant information from the Employer;

Satisfied itself about all matters and necessary information required for submitting a competitive bid;

Updated itself about any amendments / clarifications that have been posted on the website and e-procurement portal in terms of Clause 5.2 & 5.3 above.

Acknowledged that it does not have a Conflict of Interest; and

Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this tender document.

#### **9. Guidelines for e-submission of the Bids**

The Bids should be submitted online through Central Public Procurement Portal for e-Procurement\_ <https://eprocure.gov.in/eprocure/app>.

Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

**10. Submission of Bids**

- (i) The Hard Copy of original Power of Attorney (POA) and payment instruments in respect of Tender Fee & EMD, must be delivered to the office of GM (T), NHIDCL on or before Bid Closing Date & Time.
- (ii) Online Bids submitted without hard copies of original POA and payment instruments towards Tender Fee & EMD shall automatically become ineligible and shall not be considered for opening of bids.
- (iii) The scanned copy of the Technical and Financial Bids, complete in all respects, should be submitted preferably as per sequence mentioned below. Bids should be submitted in Two Covers:

**Cover-I: Technical Bid**

**Part - I**

- a. Proof of Tender Fee as specified in Section - III: Bid Data sheet or claim of exemption with supporting documents
- b. Proof of EMD as specified in Section - III: Bid Data Sheet or claim of exemption with supporting documents
- c. Proof of Bank Solvency for the minimum amount as specified in Section - III: Bid Data Sheet
- d. Letter of Acceptance of Tender Document duly filled and signed by the authorized signatory of the Bidder as per Annex - VI in Section VIII
- e. Letter of Bid (Section IV: Form - 4A)
- f. Signed declaration by the bidders (Section IV: Form - 4F)
- g. Statement of Legal Capacity by the Bidders (Section IV: Form - 4I)
- h. Power of Attorney for the authorized person of the bidder as per Section IV: Form - 4D. This form shall be accompanied by copy of Company identity card or general identity card (Passport / Driving license / Voter's ID etc.) of the authorized representative.
- i. Bidder Information Sheet (Section IV: Form - 4G)
- j. Composition / Ownership / Shareholding pattern of the organization



- k. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association / Memorandum of Association of the Bidder.
- l. Registration / incorporation certificate of the Bidder.
- m. Integrity agreement in format given at Annex - I in Section VIII
- n. Original tender document with minutes of the pre-bid meeting and all addenda & corrigenda issued till last date of bid submission duly stamped and signed by the authorized signatory of the bidder.

**Part - II**

- a. Annual Report / Audited Balance Sheets, for the last three financial years ending 31<sup>st</sup> March of the previous financial year.
- b. GST Registration certificate.
- c. Income Tax Return (ITR) filed by the Company for the last three financial years
- d. PAN card of the Company
- e. Section IV: Form - 4C for Average Annual Turnover
- f. Bank account details, along with a cancelled cheque, for transaction through e- payment in format given at Annex - IV & V in Section VIII

**Part - III**

Complete Company profile including the following details:

- a. Background of the organization
- b. Client completion certificates on client letter head for Similar Woks executed by the Bidder in the last seven years. The submitted certificates shall comply with the conditions laid in Clause - 3 of ITB (Bidder Eligibility Criteria). Such eligible projects shall be supplied in Section IV: Form - 4B.
- c. List of Litigation History

**Part - IV**

- a. The Bidder shall submit the Technical Bid online keeping in view the scope of work listed in the ToR which must include:
  - (i) Approach to the work and methodology to be adopted; and
  - (ii) Detailed Work Plan
- b. List of experts / Key Personnel along with complete signed CV's (Section IV: Form - 4E), adhering to the following requirements:
  - (i) Team Leader must be in-house / permanent staff or full time Employee of the consulting organization.
  - (ii) The Bidder has to ensure that the time allocated for the Key Personnel does not conflict with the time allocated for any other assignment. The Employer reserves the right to request a workload projection (including time spent on other projects / clients) for the Key Personnel.

- (iii) The composition of the proposed Team and task assignment to individual personnel shall be clearly stated.
- (iv) The Key Personnel shall remain available for the entire period of the contract as indicated in the Tender Document.
- (v) No alternative CV for any Key Personnel shall be made and only one CV for each position shall be furnished.
- (vi) Each CV shall bear original signatures of the proposed Key Personnel which shall also be signed by the Authorised Signatory of the Bidder. In addition, the Consultant shall also submit qualification & experience certificates. The Employer may seek replacement of any of the CV's found unsuitable / not meeting the criteria stipulated in the document.
- (vii) A CV shall be summarily rejected if the educational qualification of the Key Personnel proposed does not match with the requirement stipulated in the Tender document.
- (viii) No Key Personnel involved should have attained the age of 65 (sixty five) years at the time of submitting the Bid. The Employer reserves the right to ask for proof of age, qualification and experience at any stage of the project.
- (ix) Since the replacement of Key Personnel affects the marking of technical evaluation of the bids, the Bidders shall ensure that there shall be no replacement / change in the Key Personnel proposed at the time of signing of contract and during execution of the work. The consultant shall not replace any of the Key Personnel without the written prior consent of the Employer. The replacement of the Key Personnel shall only be on health grounds of the individual, with having equal or better qualification and experience. The consultant shall submit medical certificate of such personnel intended to be replaced on health grounds.
- (x) If the Employer (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Employers written request specifying the grounds therefore, forthwith provide as a replacement a person with equal or better qualifications and experience acceptable to the Employer.
- (xi) The Consultant shall bear all travel and other costs arising out of or incidental to any removal and / or replacement of its personnel.

#### **Cover-II: Financial Bid**

Financial Bid in excel format (BoQ\_XXXXX) provided along with this Tender as Form Fin - 2 shall be used for quoting prices / offer.

- (i) This will contain consultancy fee to be charged for completing the work.
- (ii) While working out consultancy fee, following points should be noted:

The Bidders will have to make their own arrangements for the transportation / accommodation / TA / DA of their personnel assigned to this project. The price quoted shall also include the Bidder's representative visit to various offices, and other places for meetings, data collection, presentations, public consultation, the remuneration of the experts, secretarial staff, their salary, allowances and overhead expenditure etc.

- (a) Consultancy fee quoted would deem to have included all the incidental costs including cost of data collection from various line departments, field survey, all documents and reports etc. that would be required to be prepared and submitted by the Consultant during entire course of the present assignment. Even after satisfactory submission of all above information / reports / NOCs and permissions from the concerned Statutory bodies, if any unforeseen environmental and social issues are raised by any Government and Non- Government Organization, or local people or parties, the consulting firm shall resolve such issues to the complete satisfaction of the Employer.
- (b) All duties, taxes, royalties and other levies payable by the Bidder for executing the Contract, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for GST, which will be paid as per existing rules and regulations at the time of payment. **The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.**
- (c) The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).

The total duration of consultancy services shall be as specified in Section - III: Data Sheet.

#### **11. Extension of Bid Submission Date**

The Employer may extend the date of submission of bids by issuing an addendum / corrigendum and uploading the same on Employer's website and e-procurement portal.

#### **12. Late Proposals**

Online proposals received by the Employer after the specified bid submission date & time or any extension thereof, pursuant to Clause - 11 above, shall not be considered for evaluation and shall be summarily rejected.

#### **13. Liability of the Employer**

The Bidders are advised to avoid last moment rush to submit bids online and they should upload their bids well in advance before the bid submission deadline. The Employer shall not be liable for failure of online submission of bids by the Bidder that may arise due to any reason whatsoever. It shall be construed that the procedure for online submission of bids, mentioned under Clause - 9 of ITB, has been read and understood by the bidder. The submission of hard copy is not a mandatory requirement. However, if the Bidder submits hard copy of the bid, it shall not be treated as a substitute to online bids submission and in case a bidder fails to submit bids online due to any reason, the hard copies of the bids shall not be considered for evaluation.

#### **14. Modification / Substitution / Withdrawal of Bids**

The tender once submitted may be modified, substituted or withdrawn by the Bidders before the last date of bid submission.

No bid shall be modified, substituted or withdrawn after the deadline fixed for submission of bids.

#### **15. Bid Opening and Evaluation Process**

From the time the Proposals are opened to the time the Contract is awarded, any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.

The Employer will constitute Committee as per its procedure in vogue, which will carry out the evaluation processes.

Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in Section

- III: Bid Data Sheet.

'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender document, shall be opened on a subsequent date, which will be notified to such Bidders.

NHIDCL shall evaluate the Technical Proposals on the basis of their responsiveness to the ToR and by applying the eligibility & evaluation criteria, sub- criteria specified in Clause - 3 & 16. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient or found not meeting the minimum eligibility criteria as mentioned in Clause - 3 and Clause - 16 of ITB. Only responsive Proposals shall be further taken up for evaluation.

A Bid shall be considered responsive only if:

- a) It is received by the Bid submission date and time including any extension thereof, pursuant to Clause - 11 above;
- b) It is accompanied by the EMD & Tender Fee as specified in Clause 6.1 & 6.2 above;
- c) It is received in the forms specified in Section - IV (Technical Proposal) and in Section - V (Financial Proposal);
- d) It does not contain any condition or qualification or suggestion; and
- e) It fulfills the eligibility criteria stipulated in Clause 3 and Clause 16.1 of ITB.

After ascertaining the responsiveness of the bid, evaluation of each responsive Bid will be done as per clause 16.2 below.

The Employer shall inform the Bidders, whose Technical Bids are found responsive and on evaluation fulfils the criteria stipulated in the Tender document, of the Date, Time and Place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.

#### **16. Qualification Criteria & Bid Evaluation**

##### **Minimum Qualification Criteria**

To qualify for this tender, the Bidder must satisfy each of the qualifying criteria

stipulated in Clauses 16.1.1 to 16.1.2 of ITB. Not satisfying any of the qualification criteria shall render the bid non-responsive and financial bids of such bidders shall not be opened.

Qualification criteria for consultancy services

The Bidder should have successfully completed “Similar Works” in previous 7 years before the last date of the Bid submission as per the criteria specified below:

- a) 3 similar completed services each costing not less than the amount equal to 40% of the estimated cost of this work estimated cost put to tender, or
- b) 2 similar completed services each costing not less than the amount equal to 50% of the estimated cost of this work estimated cost put to tender, or
- c) 1 similar completed service costing not less than the amount equal to 80% of the estimated cost of this work estimated cost put to tender.

Note: The value of the “Completed Work(s)” considered by the Bidders shall be rounded off to the nearest two digits.

For this purpose, “**Similar Works**” means “*preparation of Detailed Project Report / Techno - Economic Feasibility study for development of navigation channel for shipping or development of Ports or development of IWT Terminals.*”

Qualification Criteria for Average annual turnover for last 3 financial years At least Rs 2.0 Cr of the estimated cost of this work put to tender to qualify for this tender.

**Table-1: Minimum Eligibility Requirements**

Clause	Qualification Criteria	Minimum Requirement
a)	Average Annual Turnover from consultancy services for last 3 financial years i.e. 2016-17, 2017-18, 2018-2019	INR 2 Crores
b)	<p>Experience of preparation of <i>preparation of Detailed Project Report / Techno - Economic Feasibility study for development of navigation channel for shipping or development of Ports or development of IWT Terminals.</i></p> <p>Note-</p> <ol style="list-style-type: none"> <li>1. Ongoing consultancy engagements (at least 90% completed) will also be considered.</li> <li>2. The estimated cost of the work shall be Rs 97.00 Lakh</li> </ol>	<p>The Bidder should have successfully completed “Similar Works” in previous 7 years before the last date of the Bid submission as per the criteria specified below:</p> <p>(a) 3 similar completed services each costing not less than the amount equal to 40% of the estimated cost of this work estimated cost put to tender,</p> <p>or</p> <p>(b) 2 similar completed services each costing not less than the amount equal to 50% of the estimated cost of this work estimated cost put to tender,</p> <p>or</p> <p>(c) 1 similar completed service costing not less than the amount equal to 80% of the estimated cost of this work estimated cost put to tender.</p>

In case a Bidder fails to meet the eligibility criteria stipulated in Clause 3 of ITB along with above mentioned minimum qualification criteria, the further process for technical evaluation will not be carried out and such bids shall be treated as non- responsive.

## Technical Evaluation

The points earmarked for evaluation of Technical Bids for the responsive Bidders in terms of clause 3 & 16 of ITB would be as follows:

Sl. No.	Criteria	Score
<b>1.</b>	<b>Average Annual Turnover from Consultancy Services</b>	<b>20</b>
a.	More than Rs 2 Cr and up to Rs 5 Cr	10
b.	More than Rs 5 Cr and up to Rs 10 Cr	15
c.	More than Rs 10 Cr	20
<b>2.</b>	<b>The Bidders relevant experience for the assignment as indicated in Table-1 above</b>	<b>30</b>
a.	1 - 3 Projects	22
b.	4 - 5 Projects	25
c.	More than 5 Projects	30
<b>3.</b>	<b>The quality of Approach &amp; Methodology proposed along with detailed Work Plan</b>	<b>10</b>
<b>4.</b>	<b>The qualification &amp; experience of the key experts / professionals proposed</b>	<b>40</b>
i.	Team Leader	07
ii.	Planning & Infrastructure Specialist	06
iii.	Business & Financial Analyst	05
iv.	Civil / Structural Engineer	05
v.	Hydrographic Expert	05
iv.	Geotechnical Engineer	04
v.	Traffic Expert	04
vi.	Environment Expert	02
vii.	Sociologists	02
	<b>Grand Total (Sl. Nos. 1+2+3+4)</b>	<b>100</b>

### Sub-Criteria for Each Key Personnel Scoring

Sl. No.	Key Personnel	Minimum Qualification	Preferred Qualification	Relevant Experience	Total
1.	Team Leader	3.0	2.0	2.0	7.0
2.	Planning & Infrastructure Specialists	2.0	2.0	2.0	6.0
3.	Business & Financial Analyst	2.5	-	2.5	5.0
4.	Civil / Structural Engineer	2.0	1.5	1.5	5.0
5.	Hydrographic Expert	2.0	1.5	1.5	5.0
6.	Geotechnical Engineer	2.0	1.0	1.0	4.0
7.	Traffic Expert	2.0	1.0	1.0	4.0
8.	Environment Expert	1.0	0.5	0.5	2.0
9.	Sociologists	1.0	0.5	0.5	2.0

The Technical Bids must score at least 70 marks out of 100 to become eligible for opening of Financial Bids. In other words, Financial Bids of only those Bidders whose Technical Bids have a score of 70 marks or more (out of 100) would be opened for further processing.

The Technical score shall be evaluated according to the following formula:

$$St = 100 * T / Tm$$

(St is the normalized technical score, T is the technical score of the Bidder under consideration and Tm is the highest technical score amongst the Bidders under consideration)

### Financial Evaluation

The Financial Score shall be evaluated according to the following formula:

$$Sf = 100 * Fm / F$$

(Sf is the normalized financial score, Fm is the lowest price amongst the Bidders under consideration and F is the price of bid under consideration for calculation)

### Final Evaluation



A combined score of Technical and Financial will be evaluated. The successful bidder shall be selected as per the following procedure:

- a. Proposal will be ranked according to the combined normalized Technical (St) and normalized Financial (Sf) score using the weights mentioned below.
- b. The weightage, Technical (Tw) and Financial (Fw) would be given for Technical and Financial proposals, where  $Tw = 0.70$  and  $Fw = 0.30$   
(Tw = the weight given to technical proposal; Fw = weight given to the financial proposal;  $Tw + Fw = 1$ )
- c. Final score (S) would be arrived at using the following formula:  $S = St \times Tw + Sf \times Fw$

**17. Award of Contract**

The Employer shall issue a LOA to the selected Bidder. It may also notify all other Bidders about the decision taken (if requested by other Bidders).

The Consultant will sign the contract after fulfilling all the formalities / pre-conditions mentioned in the Conditions of Contract in Section VII including submission of security deposit & performance bank guarantee, within 28 days of issuance of the LOA.

The Consultant is expected to commence the Assignment / job at the location specified in Section III: Bid Data Sheet.

**18. Insurance**

The Consultant shall maintain at his own cost, personal and accident insurance for all his Personnel and property as considered satisfactory by the Employer to cover any risks arising from work and services to be rendered by the Consultant under this Consultancy Agreement. The Consultant shall ensure the same for his sub-Consultants also. The Employer shall not be responsible for any such events or effects thereof.

**19. Indemnity**

It shall be deemed that by submitting the Bid, the Bidder agrees and indemnifies the Employer, 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.

**20. Fraud and Corrupt Practices**

The Bidders 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 Tender, the Employer shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder 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 Employer shall, without prejudice to its

any other rights or remedies, forfeit the Bid Security or Performance Security, towards damages payable to the Employer for, inter alias, time, cost and effort of the Employer, in regard to the Tender for Consultancy, including consideration and evaluation of such Bidder's Proposal.

Without prejudice to the rights of the Employer under Clause 18 (Insurance) hereinabove and the rights and remedies which the Employer may have under the LOA or the Agreement, if a Bidder or Consultant is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any prohibited practices during the selection process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or Tender for Consultancy issued by the Employer during a period of two years from the date such Bidder or Consultant, as the case may be, is found by the Employer to have directly or through an agent, engaged or indulged in any prohibited practices, as the case may be.

**21. Ownership of Document and Copyright**

All the deliverables and study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Employer in hard copies and editable soft copies in addition to the requirements for the reports and deliverables indicated in the ToR.

The study outputs shall remain the property of the Employer and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of the Employer. In the case of any deliverables by Consultant consisting of any Intellectual Property Rights ("IPR") rights of the Consultant, the Consultant shall provide the Employer with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the consultancy, shall be and remain property of the Employer.

## **SECTION - III: BID DATA SHEET**

### BID DATA SHEET

CLAUSE NO. OF DATA SHEET	REFERENCE OF ITB	PARTICULARS	DESCRIPTION
1.	2.1	Employer	MD, NHIDCL
2.	2.1	Method of Selection	Quality and Cost Based (QCBS) Selection Method (70:30)
3.	2.2	Name of the Assignment / job	<b>“Preparation of Detailed Project Report for Development of Inland Water Transport (IWT) facility at Jogighopa, Assam”</b>
4.	2.3	a) Last Date & Time for submission of Bid b) Address for submission of hard copy of POA and payment instruments (Tender Fee & EMD)	As per NIT
5.	4.0	Pre-Bid meeting	
6.	5.1	Last date for seeking clarifications	
7.	-	Estimated cost of work	INR 97 Lakhs excluding GST
8.	6.1	EMD	INR 1.0 Lakhs
9.	6.2	Tender Fee	INR 5000/- Tender Fee for above mentioned amount shall be deposited to NHIDCL through RTGS

CLAUSE NO. OF DATA SHEET	REFERENCE OF ITB	PARTICULARS	DESCRIPTION
10.	6.3	Minimum Bank Solvency	40% of the estimated cost of this work
11.	6.7	Bid Validity Period	120 days after last date of Bid Submission
12.	3.2 & 16.1.1	Similar Works	Similar Works means “preparation of Detailed Project Report / Techno - Economic Feasibility study for development of navigation channel for shipping or development of Ports or development of IWT Terminals.”
13.	6.9	JV / Consortium allowed	Allowed
14.	3.7	Number of Key Personnel required	As stipulated in Form FIN - 3 & Clause 7 of Section VI: ToR
15.	10.3	Consultancy Period	6 months from the date of issuance of LOA
16.	15.3	Technical Bid Opening date	As per NIT
17.	17.3	Location of Assignment	Jogighopa, Assam

## **SECTION - IV: TECHNICAL BID STANDARD FORMS**

**FORM 4A: LETTER OF BID**  
*(To be submitted in Bidders Letter head)*

To  
, GM (Tech),  
NHIDCL

**Sub: “Preparation of Detailed Project Report for Development of Inland Water Transport (IWT) facility at Jogighopa, Assam”**

Dear Sir,

1. Having examined the information and instructions for submission of tender, Conditions of Contract, Technical, General and detailed specifications, Bill of Quantities (BoQ) agreement and bank guarantee forms, etc. for the above named works, I / We .....(*Name of Bidder*) hereby tender for execution of the works referred to in the tender document in conformity with the said Conditions of Contract, Schedule of quantities for the sum as stated in BoQ of this tender document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I / We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, Scope of work and instructions as mentioned in the tender document.
3. I / We am tendering for the works mentioned in the table below and submitting the EMD vide RTGS / NEFT in NHIDCL Account as per the details given therein:

S. No.	RTGS / NEFT		TOTAL EMD (INR)
	Amount (INR)	Details of RTGS / NEFT (No. and Date) and details of the bank (Name of bank, branch, address)	
1			

4. I / We agree to abide by this tender. I/ We agree to keep the tender open for a period of .....days (*insert number of days of Bid Validity*) from the last date of Bid Submission or extension thereto as required by the NHIDCL and not to make any modifications in its terms and conditions.
5. I / We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender, if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our EMD, as aforesaid and NHIDCL shall without any prejudice to another right or remedy, be at the liberty to forfeit the said EMD absolutely otherwise the said EMD shall be retained by NHIDCL towards part of security deposit to execute all the works referred to in the tender document



upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree(s) to abide by and fulfil all the terms and conditions and provisions of this tender including that no interest is payable on EMD and/ or Security Deposit.

6. I / We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by NHIDCL in the event of works not being completed in time.
7. If this tender is accepted, I / We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed, this tender together with your written acceptance thereto shall constitute a binding contract.
8. **I / We also declare that the firm has not been debarred / blacklisted during the last three years.** Any such discovery relating to debarment or blacklisting is brought to knowledge of the Employer at any stage of the tender / contract would be punishable under existing law and would lead to rescinding or termination of the contract.
9. I / We understand that NHIDCL is not bound to accept the lowest or any tender it may receive and may reject all or any tender without assigning any reason.
10. I / We certify that the tender submitted by me / us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date .....

Signature .....

Name .....

Designation .....

duly authorized to sign & submit tender for an on behalf of

(Name and address of firm)

.....

Telephone FAX No.....

Email ID: .....

**FORM 4B: ELIGIBLE PROJECTS**  
**(To be submitted in Bidders Letter head)**

**Format for Responsiveness of Bid (Eligible Projects) Project Specific Experience**  
*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an JV for carrying similar works under this assignment.]*

“Similar Works<sup>1</sup>” have been defined in Clause 16.1.1

S. No.	Client Name <sup>2</sup> , Name of work & location of project	Contract Value in INR	Date of start of work	Scheduled completion date	Actual completion date	Details of work (including Similar Work).	Remarks
		Financial <sup>3</sup> value of similar work satisfactorily completed					

**Firm's Name** : .....

**Authorized Signature** : .....

**Notes:**

1. For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year simple annually.
2. Bidders should mention the maximum value of similar works as defined in Clause 16.1.1 of ITB executed during the last seven years (adjusted last day of the month previous to the one in which this Tender is invited).

<sup>1</sup> Exhibit only those projects completed in the last Seven (7) years from the **Last Date of Bid Submission**.

<sup>2</sup> The Bidder shall submit proof of experience from the Client for meeting the minimum qualification details. The Client Certificate submitted by the Client shall contain the details as enlisted in Clause 3.2 of ITB. The works claimed by the Bidder, if not supported with proof of completion as laid down under Clause 3.2 of ITB from the Client will not be considered.

<sup>3</sup> Against the Contract of works having several components other than the Similar Works, only the relevant component shall be evaluated for contract value, payment value and the actual execution period for the relevant component only should be submitted / specified.

3. In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing last day of the month previous to the one in which this Tender is invited.
4. Exchange rate should be taken from official website of RBI (<https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx>)
5. In case exchange rate for the currency in consideration, is not available on RBI website (mentioned above), Bidders shall quote exchange rates from websites such as [www.xe.com](http://www.xe.com), [www.oanda.com](http://www.oanda.com), along with copy of the exchange rate used by the Bidder for the conversion.
6. Any additional comments / information to substantiate that the said work conforms to the specified similar works can also be indicated by the bidder, as deemed fit.

Please limit the description of each project in two A4 size sheet of paper. Descriptions exceeding two (02) A4 size sheet of paper may or may not be considered for evaluation.

**FORM 4C: AVERAGE ANNUAL TURNOVER IN LAST THREE YEARS**  
*(To be submitted on the letter head of Chartered Accountant / Statutory Auditor)*

Sl. No.	Financial Years	Annual Turnover in INR
1.	2016-17	
2.	2017-18	
3.	2018-19	
4.	Total (1+2+3)	
5.	Average Annual Turnover	<i>[indicate sum of the above figures divided by 3]</i>

**Certificate from the Statutory Auditor**

This is to certify that .....*[Name of the Firm][Registered Address]* has received the payments shown above against the respective years.

**Name of Authorized Signatory**

**Designation:**

**Name of Firm:**.....

(Signature of the Statutory Auditor Seal of the Firm)

**Note:**

In case the Bidder does not have a statutory auditor, it may provide the certificate from a practicing Chartered Accountant.

**FORM 4D: POWER OF ATTORNEY**

***(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly notarized. The stamp paper to be in the name of the company who is issuing the Power of Attorney)***

Know all men by these presents, We, .....(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms. ....son / daughter / wife and presently residing at .....who is presently employed with / retained by us and holding the position of ....., as our true

and lawful attorney (hereinafter referred to as the "**Authorised Representative**"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for ".....(insert name of the assignment)". The selection of Consultant for Inland Waterways Authority of India (the "Employer") including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information / responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and / or upon award thereof to us till the entering into of the Contract with the Employer.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

**IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... , 20\*\***

For ...

**(Signature, Name, Designation and Address)**

**Witnesses:**

- 1.....
2. ....

**Accepted**

**(Signature, name, designation and address of the Attorney)**

**Notes:**

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

## FORM 4E: CURRICULUM - VITAE (CV) OF KEY PERSONNEL

1. **Proposed Position / Designation :**
2. **Name of Firm :**  
*[Insert name of firm proposing the staff]*
3. **Name of Staff: *[Insert full name]* :**
4. **Date of Birth :**
5. **Nationality :**
6. **Education :**  
*[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment. In case of foreign degrees, Indian equivalent to be indicated]:*
7. **Membership of Professional Associations :**
8. **Other Training :**
9. **Countries of Work Experience :**  
*[List countries where staff has worked in the last ten years] :*
10. **Languages Known :**  
*[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing] :*
11. **Employment Record :**  
*[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]* From **[Year]** : ..... To **[Year]**  
:.....  
Employer :.....  
Positions held:.....
12. **Detailed Tasks Assigned**  
*[List all tasks to be performed under this Assignment/Job] :*
13. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:**  
*[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staffs capability to handle the tasks listed under Para 12.]*  
**Name of Assignment/Job or project :**  
Year :  
Location :  
Employer :  
Main project features :

Positions held :

Activities performed :

Period of deployment :

**14. Certification :**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. I also confirm my availability for the project.

I hereby declare that I have not given my consent to any other Consultant besides ..... (*name of bidder*) to use my CV for the purpose of bid submission for this project.

Date:..... [Signature of staff member]

[Signature of authorized signatory of the firm]

Place:.....

[Full name of authorized representative]



**FORM 4F: DECLARATION BY THE BIDDERS**  
*(To be submitted in Bidders Letter head)*

To  
,      **Date:**.....  
  
GM(Tech), NHIDCL

**Sub: Declaration from the Bidder.**

**Tender Reference No:**.....

Dear Sir,

This is with reference to the above mentioned Tender document.

We hereby make the following declarations:

1.	<input type="checkbox"/>	No alteration has been made in any form in the Tender document downloaded from the website of NHIDCL and e-procurement portal.
2.	<input type="checkbox"/>	I / We have not been debarred / blacklisted during the last three years.
3.	<input type="checkbox"/>	I / We accept the payment terms of Terms of Reference.
4.	<input type="checkbox"/>	I / We provide our acceptance to all the Terms and Conditions of this Tender Document.
5.	<input type="checkbox"/>	I / We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily.
6.	<input type="checkbox"/>	I / We agree to disqualify us from this tender and black list us for tendering in NHIDCL projects in future, if it comes to the notice of NHIDCL that the documents/submissions made by me/us are not genuine
7.	<input type="checkbox"/>	I / We confirm that I / We have noted / updated ourselves of all amendments / corrigendum / response to pre-submission queries etc. and bid is submitted incorporating the same.

**Yours Faithfully**

**(Signature of the Bidder, with Official Seal)**

**Note:** Please Tick the appropriate box in the above table.

**FORM 4G: BIDDER INFORMATION SHEET**  
**(To be submitted in Bidders Letter head)**

<p>Bidder name:</p> <p><i>[insert full name]</i></p>
<p>Bidder's country of registration:</p> <p><i>[indicate country of registration]</i></p>
<p>Bidder's year of constitution:</p> <p><i>[indicate year of constitution]</i></p>
<p>Bidder's legal address in country of constitution:</p> <p><i>[insert street/ number/ town or city/ country]</i></p>
<p>Bidder's authorized representative information</p> <p>Name: <i>[insert full name]</i></p> <p>Address: <i>[insert street/ number/ town or city/ country]</i></p> <p>Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i></p> <p>E-mail address: <i>[indicate e-mail address]</i></p>
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above</p> <p><input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the Beneficial Ownership.</p>

**Yours Faithfully**

**(Signature of the Bidder, with Official Seal)**

**Note:**

This Form shall be supplied with Identity proof of the authorized representative

**FORM 4H: FORMAT FOR PRE BID QUERIES BY BIDDERS**  
*(To be submitted in Bidders Letter head)*

Name of Bidder:

Date of Submission:

**Pre - Bid Queries**

S. No.	Section Number, Clause Number, Sub Clause Number and Page Number of Tender Document	Tender clause description	Query / Suggestion / Clarification sought
1.			
2.			
3.			
4.			
5.			
6.			
.			
.			
.			
.			

Yours Faithfully

(Signature of the Bidder, with Official Seal)

**FORM 4I: STATEMENT OF LEGAL CAPACITY**  
*(To be submitted on the letterhead of the Bidder)*

Ref. Date:

To,  
Director (NER)  
Inland Waterways Authority of  
India A-13, Sector-1,  
NOIDA - 201 301  
Uttar Pradesh  
India

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the tender document.

We have agreed that ..... *(insert individual's name)* will act as our representative and has been duly authorized to submit the tender document. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same. All actions / representations of the Authorised Signatory shall be legally binding on us.

Thanking you,

Yours faithfully,

*(Signature, name and designation of the authorised signatory)*

For and on behalf of.....

## **SECTION - V: FINANCIAL BIDS STANDARD FORMS**

**FORM FIN - 1: FINANCIAL BID SUBMISSION FORM**

*[Location, Date]*

To:

*[Name and address of Employer]*

Dear Sir:

We, the undersigned, offer to provide the consultancy services for *[Insert title of Assignment / Job]* in accordance with your notice inviting tender dated *[Insert Date]* and our Technical Bid. Our attached Financial Bid is for the sum of *[Insert amount(s) in words and figures]*. This amount is inclusive of all types of taxes (such as Income tax, duties, fees, levies etc.) but excluding Goods & Service Tax (GST) *[Insert amount(s) in words and figures]*. We hereby confirm that the financial Bid is unconditional and we acknowledge that any condition attached to Financial Bid shall result in rejection of our Financial Bid / Bid as a whole.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations (if any), up to expiration of the validity period of the Bid, i.e. before the date indicated in ..... clause.....

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

Yours sincerely,

**Authorized Signature [In Full and initials]:**

**Name and Designation of Signatory :** .....

**Name of Firm** :.....

**FORM FIN - 2: SUMMARY OF COSTS - BOQ**

Sr. No.	Particulars	Amount (in Figures)	Amount (in Words)
A.	Consultancy Fees (Form Fin- 3) (Sub-Total - 1 + 2 + 3)		
B.	GST as applicable		
	<b>Grand Total</b>		

**Notes:**

- i. All payments shall be made as per the Clause 8.0 of Section VI: ToR.
- ii. During Financial Bid Evaluation, quoted cost excluding GST would be considered, for the purpose of comparison of the Bids. However, GST would remain effective as per the Government Guidelines, which shall be paid as per the provisions effective at the time of release of payments.

**Authorized Signature**

**Name** : .....

**Designation** : .....

**Name of Firm** : .....

**Address** : .....

### FORM FIN - 3: CONSULTANCY FEES

#### 1. Key Resource (as required)

Sl. No.	Designation	Man-months to be Proposed / Person (A)	Man-month Rate / Person (in INR) (B)	Total Amount (in INR) (C = AXB)
1.	Team Leader	4		
2.	Planning & Infrastructure Specialist	3		
3.	Business & Financial Analyst	2		
4.	Civil / Structural Engineer	3		
5.	Hydrographic Expert	2		
6.	Geotechnical Engineer	2		
7.	Traffic Expert	2		
8.	Environment Expert	2		
9.	Sociologists	2		
<b>Sub-Total (1)</b>				

#### 2. Survey Expenses

Sr. No.	Description	Total Amount (in INR)
1.	Hydrographic Survey including bank to bank cross section survey at every 25 m in the main Terminal area / river front & every 50 m in the upstream & downstream areas and longitudinal survey of the river in the Terminal area as well as 1 km upstream & 1 km downstream (restricted to Indian Boundaries) all complete as per clause 5.3 (i) of ToR, Section VI	
	Topographic Survey of the entire terminal area up to the water line during the survey period as per standard norms and practices. Apart from main Terminal area, the Topographic Survey will also be carried out in 1 km downstream and 1 km upstream area between the HFL line and the water line during the survey period on both the	



Sr. No.	Description	Total Amount (in INR)
	banks all complete as per clause 5.3 (ii) of ToR, Section VI;	
2.	Geo-technical Investigation on the Terminal land above HFL (minimum two locations) as well as between highest & lowest waterline (minimum two locations)	
Sub-Total (2)		

### 3. Miscellaneous Expenses

Sr. No.	Description	Total Amount (in INR)
1.	Expenses for Air travel, Meetings, Local Transport, Stakeholder Meeting & Documentation etc.	
Sub-Total (3)		

#### Notes:

1. Man-months rate and corresponding total amount (based on manpower deployment schedule) shall include total emoluments, expenditure allowances, overheads, bonuses and all local taxes etc. These are to be provided only for the purpose of break-up of quoted remuneration.
2. The Miscellaneous Expenses details as stipulated above, are to be provided only for the purpose of break-up of total cost under this head.

**Authorized Signature**

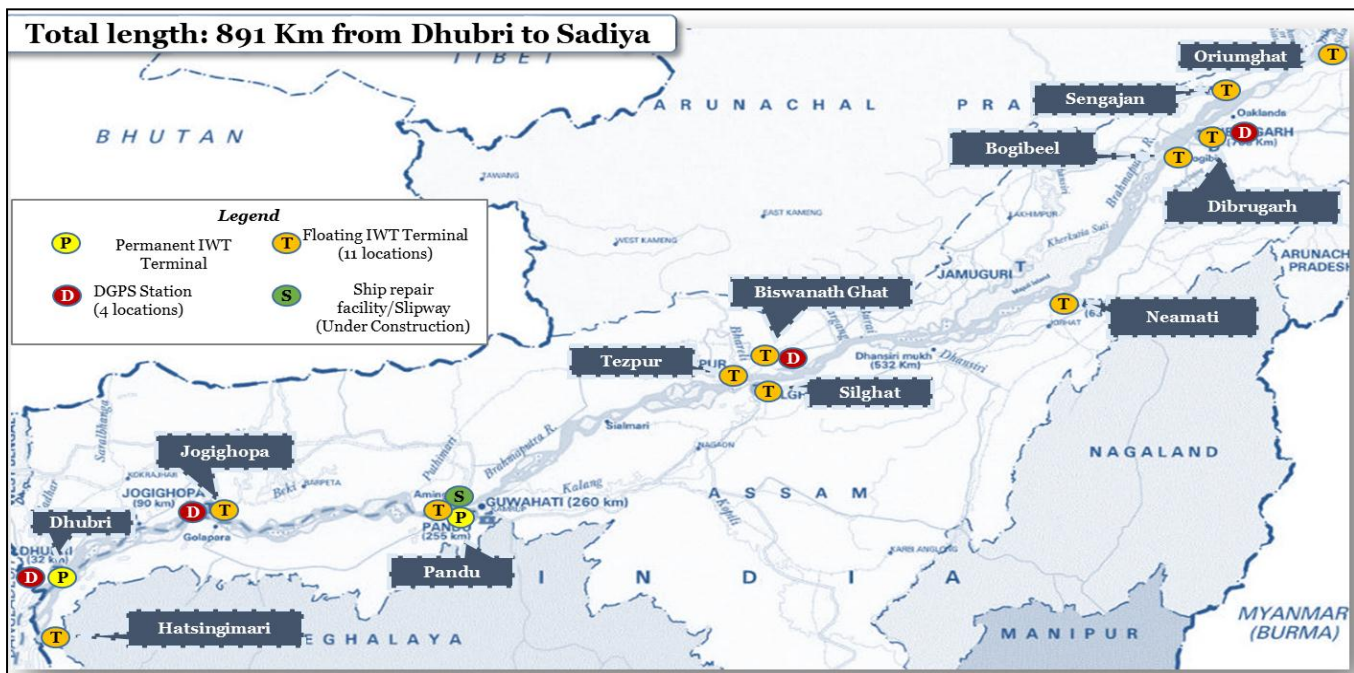
**Name**

**Address**

## **SECTION -VI: TERMS OF REFERENCE (ToR)**

## 1. Background

- 1.1 The concept paper of development of Jogighopa MMLP is enclosed as Encl-1. Development of inland waterway is part of the MMLP which shall be developed by the Inland Waterways Authority of India (IWAI) based on this DPR. Therefore while finalization of the DPR, input/recommendations of IWAI may also be considered. The proposed DPR is on **National Waterway (NW) - 2 (Brahmaputra River)**
- 1.2 **National Waterway (NW) - 2 (Brahmaputra River)**
  - 1.2.1 Inland Waterways Authority of India (IWAI) is a statutory body of the Ministry of Shipping, Government of India (GoI). IWAI was set up in 1986 for regulation and development of inland waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) on the National Waterways (NWs) of the country. Presently, there are 111 NWs in the country.
  - 1.1.1 Lack of transport connectivity had been a serious impediment to faster economic development of North East Region (NER) of India for a long time. Rail and Road modes traversing through the narrow and strategically critical ‘*Siliguri Corridor*’ had always been vulnerable for weather, public agitations, landslides and land erosion etc. Due to these factors, seamless connectivity between NER and rest of the country through these modes had often been in a stressed situation leading to high cost, low productivity and low reliability of transportation / logistics of goods (both raw materials and finished goods) leading to excessive cost of goods and services meant for NER.
  - 1.1.2 Sadiya to Dhubri (Bangladesh Border) stretch of River Brahmaputra (891 km) was declared as NW-2 in the year 1988 and since then, IWAI has been developing and maintaining basic IWT infrastructure thereon. Since 1970s, Protocol on Inland Water Transit & Trade (PIWT&T) has been in existence between India and Bangladesh under which inland vessels of one country ply on the designated routes of the other for transit & trade of goods. These routes have been providing all weather, seamless connectivity between NER and rest of the country since time immemorial.
  - 1.1.3 IWAI has developed significant level of IWT infrastructure on NW-2. This includes development and maintenance of fairway (navigation channel) of 45 m width with 2.5 m Least Available Depth (LAD) between Dhubri & Neamati (630 km), 2.0 m between Neamati & Dibrugarh/ Bogibeel (100 km) and 1.5 m between Dibrugarh/ Bogibeel & Sadiya/ Oriumghat (161 km).



**Figure 1: NW-2 (Brahmaputra River)**

- 1.1.4 IWAI is also conducting longitudinal thalweg surveys on the waterway every fortnight and Issues River notices to disseminate navigational information to the users and other stake-holders of the waterway. For this, IWAI has procured state of art, five survey vessels on NW-2.
- 1.1.5 Day navigation marks are erected and maintained by IWAI regularly on the entire stretch. Night navigation aids comprising of solar operated lights on beacon are also provided and maintained between Bangladesh Border (near Dhubri) & Silghat (a stretch of 440 km). Differential Global Positioning System (DGPS) Stations have been established at four locations viz. Dhubri, Jogighopa, Biswanathghat and Dibrugarh providing DGPS connectivity in entire length of NW-2.
- 1.1.6 IWAI has so far developed permanent RCC terminals at two (2) locations viz. Pandu / Guwahati (both high & low-level jetties) and Dhubri. In addition, floating jetties at eleven (11) locations viz. Hatsingimari, Jogighopa, Pandu, Tezpur, Silghat, Biswanathghat, Neamati, Bogibeel, Sengajan, Oakland / Dibrugarh and Oriumghat. NHIDCL has been entrusted with the development of 2/4 lane connectivity to these locations from the nearest NHs. These highways shall be developed under Bharat Mala Pariyojana.
- 1.1.7 Currently, around 0.6 million tonne cargo is moved on NW-2 annually which inter-alia include coal, fly-ash, cement, stone chips, food grains, fertilisers, household goods, over-dimensional cargo etc.
- 1.1.8 A study on modal shift of cargo passing through Siliguri Corridor (*chicken's neck*) destined for North East and neighbouring countries to IWT was conducted by IWAI through a consultant (E&Y LLP) in 2017. As per this study, approximately 8 Million Ton Per Annum (MTPA) of cargo destined for North East, could be diverted to IWT of which 3 MPTA can be easily diverted while divertability of remaining cargo shall be subject to development of additional infrastructure on NW-2, freight incentives, service level offerings, effective integration with NW-1, regulatory

interventions etc. The study further suggested the need for setting up of a multi-modal terminal cum logistics hub at Jogighopa

## 2. **Objective of the Study**

The objective of the study is to prepare a DPR for construction of an IWT terminal at Jogighopa to enable round the year berthing of the vessels, manual and mechanical handling of cargo. The available land for the IWT terminal is approximately 200 acre. The terminal will also have the facilities for open and covered storage of goods, internal roads, utilities including electricity, water supply, drainage, fire-fighting, landscaping and horticulture. The envisaged IWT terminal shall be integrated with the proposed MMLP at Jogighopa. All external road connectivity with nearest National / State Highway etc are being developed under Jogighopa and bids for civil works have also been invited. The DPR will inter-alia include all the technical details such as preliminary engineering design, technical specifications, bill of quantities (BoQ) and price schedule etc. along with cost estimate (component / sub-component wise estimated cost) sufficient enough for preparing tender document for execution of the project on Engineering, Procurement & Construction (EPC) mode, all complete as per detailed scope of work given below. M/s Voyants Solutions Pvt. Ltd. in JV with KPMG Advisory Services Pvt. Ltd has carried out the study of the MMLP other than IWT, therefore initial details to be obtained from them.

## 3. **DETAILED SCOPE OF WORK**

Unless explicitly restricted in the Contract, the Scope of Work under the Contract shall include but shall not be limited to the following:

### 3.1 **Traffic Assessment**

The Consultant shall:

- (i) Undertake assessment of existing cargo movements from secondary source / studies made by IWAI or NHIDCL to arise at the potential cargo (type and quantity) to be handle at Jogighopa IBP terminal in the base year- 2019-20 and also up to next 30 years.
- (ii) Examine current bottlenecks / limitations / disadvantages, including time and other bottlenecks by current transport modes which can be a contributing factor for modal shift to IWT mode;
- (iii) Identify cargo, which can be diverted to IWT mode through this terminal (based on S. No. (i) above) including their Origin-Destination (O-D) matrix and also give projections of estimated quantity of cargo likely to be handled at this terminal with adequate reasoning for time periods of 5, 10, 15, 20 & 25 years;
- (iv) Based on the above Traffic Assessment, the Consultant shall suggest the infrastructure facilities required at the proposed IWT terminal at Jogighopa along with proposal for integration with proposed Jogighopa MMLP.

**Note:** *The required data shall be compiled mainly from secondary sources (published statistics,*

*available relevant reports etc, enquiry with transporter etc.).*

### 3.2 Hydrographic & Topographic Survey

#### (i) Hydrographic Survey

The Consultant shall:

- (a) Undertake Hydrographic Survey including bank to bank cross section survey of the river in the terminal area as well as 1 km upstream & 1 km downstream;
- (b) Collect the lowest water level (LWL) and highest flood level (HFL) of last six years from Central Water Commission (CWC) / Water Resource Department / other concerned Agencies and be given in the report with supporting documents;
- (c) The soundings will be reduced to a Chart Datum (CD). The CD will be the lowest LWL of the last six years collected as above;
- (d) The Hydrographic survey will be conducted in cross sections at every 25 m in the main terminal area / river front and every 50 m in the upstream & downstream areas;
- (e) Record the current velocity measurements at atleast three locations on both the alternative terminal sites at  $0.5d$  (where  $d$  is depth of water) using standard current meter;
- (f) Measure the discharge of the river at two cross sections on both the alternative sites during survey period. Apart from this, the discharge of the river during different seasons and different years for the past ten years shall also be collected from CWC / Water Resource Department / other concerned Agencies;
- (g) Collect two water samples and two bottom samples of both the alternative terminal sites as per standard practices. For bottom samples, tests namely grain size distribution, specific gravity, pH value, Sand, Silt & Clay percentage shall be carried out and their results given in the report. For water samples, sediment concentration & pH value shall be measured and given in the report;
- (h) Prepare all survey charts on the scale of 1:1000; and
- (i) Carry out all hydrographic survey works as per standard norms and practices.

#### (ii) Topographic Survey

The Consultant shall:

- (a) Undertake Topographic Survey of the entire terminal area site up to the water line during the survey period as per standard norms and practices. Also, undertake Topographic survey of its connectivity with road and rail (if feasible);
- (b) Apart from main terminal area, the Topographic Survey will also be carried out in 1 km downstream and 1 km upstream area between the HFL line and the water line during the survey period on both the banks; and

- (c) Prepare the topographic survey charts in the scale of 1:1000 and these will include spot levels in a grid of 25 m as well as other physical features (such as structures / houses, trees, natural drains etc.) and contours.

**Note (refer Para (i) & (ii) above):** Hydrographic Survey will obviously be carried out in the width of the river between the two waterlines while the Topographic survey will be carried out in the dry portion. Both Hydrographic & Topographic Survey together will provide water depth and levels of the specified areas along the river, 1 km upstream & 1 km downstream area up to the high-water line in the river and the entire terminal area.

### **3.3 Geo-technical Investigation**

The Consultant shall undertake Geo-technical investigation (boreholes) on the terminal land above HFL (minimum two locations) as well as between highest & lowest waterline (minimum two locations) for the purpose of design of structures (i.e. total four bore holes). The locations of the boreholes shall be clearly marked on the Hydrographic & Topographic survey charts. The Geo-technical investigation shall be carried out as per relevant IS codes & manuals and structures being proposed. The Geo-technical report will include but not be limited to the following:

- (a) Methodology;
- (b) Laboratory Tests including Bulk Density and Moisture content, Sieve analysis, Hydrometer analysis, Liquid limits & Plastic limits, Specific gravity, Shear test on undisturbed & remoulded saturated disturbed soil samples and determination of void ratio etc;
- (c) Detailed Bore logs for each Borehole; and
- (d) Foundation Design Calculations including Scour Depth & Bearing Capacity and Recommendations

### **3.4 Preliminary Engineering Designs of the finally selected Terminal Site**

The Consultant shall:

**(i) Collect and Review the available & reports**

- (a) All relevant data relating to topographic surveys, hydrographic surveys, flow and discharge conditions, water level variations, soil (suspended sediment, bed and bank) conditions, geological, geomorphologic and all other conditions on the Brahmaputra river system available from: IWAI; the Central Water Commission (CWC); CWPRS Pune; concerned State Departments; National Remote Sensing Agency; Survey of India; National Water Development Agency; Central Ground Water Board; National Disaster Management Authority; Irrigation Department / Flood Control Departments and Ministry of Water Resources (MoWR) etc;
- (b) All related documents and studies made on system tributaries, distributaries and other rivers connected with NW-2;

- (c) Similar studies on other major rivers in India and take into account the recommendations of previous Master Plan studies; and
  - (d) All data on road, rail and other modes of transport serving the NW-2hinterland including that passing through Indo-Bangladesh Protocol routes (PIWT&T) and various border checks posts / LCS between India & Bangladesh etc.
- (ii) Based on the data collected, fix the location and type of berthing jetty to ensure safe berthing of loaded as well as empty vessels during highest and leanest water level periods;
  - (iii) Examine the adequacy of the existing road linkages between the terminal and MMLP, to facilitate smooth two-way flow of trucks and trailers from / to the terminal and hinterland. Requirement of land acquisition (if any) for widening of road / improvement of bends shall also be studied and taken into account;
  - (iv) Examine the feasibility of providing rail connectivity to the terminal site along with various activities involved in getting rail connectivity and give sufficient details in this regard. It is however, clarified that detailed study of rail connectivity to the terminal is not part of the scope of work of the present study;
  - (v) Undertake and provide technical analysis together with preliminary engineering designs & drawings and component / sub-component wise cost estimates based on which development works of the terminal can be undertaken. It may be noted that preliminary engineering design & drawings and other details of every component / sub-component covered in this DPR shall be so detailed as to enable preparation of tender document(s) for carrying out the entire work on EPC mode by IWAI;
  - (vi) The preliminary engineering designs shall also recommend appropriate designs, drawings and construction standards, which are safe, economical, relevant to traffic projections, local site conditions, environmental requirements, social needs and have considerable design life & economic rate of return;
  - (vii) The preliminary engineering designs shall cover but not be limited to the following:
    - (a) Detail terminal layout plan (including future expansion), land development plan, preliminary designs & drawings, BoQ and technical specifications for all structures like berthing jetty, approach jetty, internal roads, covered & open storage along with all allied structures / buildings / facilities like parking of vehicles, security office, bunkering of fuel, utilities including water supply, drainage, firefighting, drainage, horticulture as well as external roads connectivity with nearest National / State Highway & electrical facilities including compound lighting, requirement of power and transformer / generator etc, all complete to handle all types of cargo.
    - (b) Detailed layout plan along with preliminary design & drawings, BoQ and technical specifications for the shore protection works required to prevent any erosion;



- (c) Detailed layout plan along with preliminary design & drawings, BoQ and technical specifications for internal roads, traffic circulation plan, drainage, boundary wall, gate, other utilities and rail connectivity (if feasible); and
  - (d) Cargo handling equipment required at the terminal including their handling capacities, preliminary drawings, BoQ and technical specifications etc., considering the type and quantity of cargo to be handled as per prevailing norms for operation along with inter-modal compatibility and their merits / demerits.
- (viii) Submit detailed design basis reports of all components / sub-components of the project which shall be got reviewed and vetted through IIT / NIT or other reputed Engineering Institute. The Consultant shall coordinate with such professionals & other professionals attend meetings and provide all necessary information drawings and details sufficient enough for systematic review / vetting of the design proposals before submission to IWAI. The Fee for such Proof checking shall be borne by the Consultant itself.

### 3.5 Environment Impact Assessment (EIA)

The Consultant shall:

- (i) Assess the environmental impacts due to development works and suggest suitable EMP to mitigate the adverse impacts, if any, including its cost. Only rapid EIA / EMP study is envisaged for which one season data shall be sufficient.
- (ii) Assess & bring out in sufficient details along with supporting documents, the need of obtaining environmental clearances for construction of the terminal based on prevailing rules and regulations of Central & State Governments. If environmental clearance is required, the DPR will have a separate chapter on it with detailed action plan and procedure for getting an EIA / EMP study to be taken up by IWAI at a later stage.

### 3.6 Social Impact Assessment (SIA)

The SIA report shall inter-alia contain the magnitude of Land Acquisition, Resettlement issues and the Mitigation of Impacts. The report shall include the baseline socio-economic characteristics of the Project Affected Families (PAFs) & Project Affected Persons (PAPs), the R&R policy provisions & entitlements, outcome of the consultations held with the communities, implementation and monitoring mechanisms. It shall also contain the budget for implementing the R&R and other provisions related to SIA.

### 3.7 Cost Estimates

The Consultant is required to include both the Capital as well as O&M expenses (CAPEX & OPEX) for the project in sufficient details in the DPR. The component / sub-component wise cost estimates shall be based on the Schedule of Rates (SoR) of the Government of Assam and / or DSR applicable for Assam. Market Rates can be adopted for those items for which SoR is not available. Transportation of men & material to the construction site taking into account the tough site

conditions will be suitably considered in the rates / cost of various components / sub-components. The basis / supporting documents / SoRs considered for various rates used for preparing the cost estimate shall also be submitted along with the DPR.

### **3.8 Time Schedule for Project Execution**

The Consultant shall prepare detailed & realistic construction time schedule indicating the sequence of activities duly considering the river characteristics in different seasons and priority of works. Suggestion shall also be given for executing the project in different phases with split up of the works (if required) and the costs thereto.

### **3.9 Preparation of Tender Document(s) for execution of works**

The Consultant shall:

- (i) Prepare tender document(s) for execution of works proposed in the DPR on EPC mode which will inter-alia include all necessary detailed Technical Specifications, BoQ, Price Schedule and Special Conditions of Contract. Accordingly, the preliminary designs and cost estimates of every component and sub-component of the DPR will have all such details, authenticity and back up / supporting documents which are required for preparing and processing the tender document(s) for execution of the project on EPC mode as per prevailing norms and practices; and
- (ii) Assists the Employer in replying any pre-bid queries or technical issues raised during the process of tendering for executing the work from time to time.

### **3.10 Deliverables and timeframe**

- (i) All the deliverables as per the list below shall be in the form of 05 (five) hard copies +1 (one) soft copy in MS Word and PDF format for Reports and AUTOCAD DWG & PDF formats for drawings/ plans. The detailed financial model shall also be submitted in excel sheet formats.

#### **(ii) TIME SCHEDULE AND KEY DELIVERABLES**

The milestones and timelines of the assignment are given in the table below:

The total duration for preparation of the DPR shall be **6 months** from the date of issuance of Letter of Acceptance (LOA), including 15 days' time taken by the Employer in providing the requisite documents or in conveying its comments on the Reports at each stage of the Key Deliverable. The Consultant shall submit the following Key Deliverables within the time schedule as summarized below:

Sl. No.	Reports to be delivered (Key Deliverables)	No. of Copies	Time Schedule from date of LOA
(i)	<b>Inception Report</b> - After undertaking Traffic, Reconnaissance, Hydrographic & Topographic Survey of both the identified alternative Terminal sites, the Consultant shall undertake SWOT Analysis in terms of clause 5.3 (iii) above and accordingly submit an Inception Report including all the data collected through surveys undertaken based on which Employer in consultation with IWA will select the final location for development of the Terminal for which further detailing under this DPR Study will be done for final output and submissions. The Inception Report shall also include the proposed methodology the Consultant intends to use to fulfill the entire Scope of work defined in this Section VI: ToR.	2	Within 2 months of issuance of LOA
(ii)	Draft Detailed Project Report covering the aspects of Geo-technical Investigation, Preliminary Engineering Designs, Environment Impact Assessment, Social Impact Assessment, Cost Estimates, Economic & Financial Analysis, Socio Economic Assessment, Organization Structure and Time Schedule for Project execution, complete in all respect as detailed above in this Section VI: ToR	3	Within 4 months of issuance of LOA
(iii)	Draft Final Detailed Project covering the aspects of Geo-technical Investigation, Preliminary Engineering Designs, Environment Impact Assessment, Social Impact Assessment, Cost Estimates, Economic & Financial Analysis, Socio Economic Assessment, Organization Structure, Time Schedule for Project execution, Tender Document(s) on EPC mode for the Terminal development, Alternative Approach for executing the Project on Public Private Partnership (PPP) mode, Miscellaneous, Stakeholder Conference and Presentation, complete in all respect as detailed above in this Section VI: ToR	3	Within 5 months of issuance of LOA
(iv)	Final Detailed Project Report covering the aspects of Geo-technical Investigation, Preliminary Engineering Designs, Environment Impact	3	Within 6 months of issuance of LOA

Assessment, Social Impact Assessment, Cost Estimates, Economic & Financial Analysis, Socio Economic Assessment, Organization Structure, Time Schedule for Project execution, Tender Document(s) on EPC mode for the Terminal development, Alternative Approach for executing the Project on Public Private Partnership (PPP) mode and Miscellaneous, complete in all respect as detailed above in this Section VI: ToR		
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--

**Notes:**

- a. The report submission shall be signed by the relevant Key Experts for related chapters and final cover page shall be signed by the Team Leader. Moreover, all the correspondences shall be done mainly with the Team Leader.
- b. During the presentations and meetings, the Employer may ask for presence of all the Key Personnel to be present personally for necessary discussions and clarifications with respect to inputs.
- c. Failure to achieve the Key Deliverables within the stipulated time shall attract Liquidated Damages in terms of Clause 2.8 of Section VII.

**1. MANPOWER REQUIREMENT & ELIGIBILITY CRITERIA**

The Consultant shall form a multi-disciplinary team (the "Consultancy Team") for undertaking this assignment. The following Key Personnel whose desired qualification and experience are briefly described herein would be considered for evaluation of the Technical Proposal.

S. No.	Key Personnel	Nos	Minimum Eligibility
1.	Team Leader	1	B. Tech / B.E. in Civil Engineering, Preferred Qualification - Masters in Structural design / Ports & Harbour / Dock Engineering  Minimum 20 years of total experience out of which at least 15 years relevant experience in concept & detailed design, preparing Detailed Project Report / Feasibility Report for various Waterway / Port / IWT and allied infrastructure projects.

2.	Planning & Infrastructure Specialist	1	<p>B. Tech / B.E. in Civil Engineering, Preferred Qualification - Post Graduate Diploma in Project Management</p> <p>Minimum 15 years of total experience out of which at least 10 years relevant experience in Port &amp; Harbour / IWT Terminal Planning, Port &amp; Harbour / IWT Infrastructure Planning and development of physical activities for operations</p>
3.	Business & Financial Analyst	1	<p>Graduation with MBA degree in Finance Management or Masters in Finance and Accounting or a Chartered Accountant.</p> <p>Minimum 12 years of total experience out of which at least 08 years relevant experience in Business and Financial model analysis of IWT Terminal / Port &amp; Harbour related Infrastructure</p>
4.	Civil / Structural Engineer	1	<p>B. Tech / B.E. in Civil Engineering, Preferred Qualification - M. Tech in Structural Engineering</p> <p>Minimum 12 years of total experience out of which 10 years of relevant experience in Port / IWT structure related designs.</p>
5.	Hydrographic Expert	1	<p>ITI in Survey / Diploma in Civil Engineering, Preferred Qualification - Higher Qualification in Hydrography Survey.</p> <p>Minimum 12 years total experience out of which 10 years relevant experience in conducting hydrographic surveys, investigations &amp; measurements, bathymetric surveys /</p>

S. No.	Key Personnel	Nos	Minimum Eligibility
			topographic survey in a variety of geographical locations
6.	Geotechnical Engineer	1	<p>Graduate in Civil Engineering, Preferred Qualification - M. Tech, Geotechnical Engineering</p> <p>Minimum 12 years total experience out of which 10 years relevant experience in related field. He / She should have experience of soil investigation, reclamation work, soil improvement and foundation design.</p>
7.	Traffic Expert	1	<p>Graduate in Engineering / Economics, Preferred Qualification - Master's degree in Transport Economics or Engineering or Logistics.</p> <p>Minimum 10 years of total experience out of which 8 years of relevant experience in transport, logistic projects and operations, involving river and or maritime transport</p>
8.	Environment Expert	1	<p>Graduate in Environmental Engineering / Masters in Environmental Science, Preferred Qualification - Post Graduation in Environmental Engineering</p> <p>Minimum 8 years of total experience out of which 6 years of relevant experience in environment impact assessment for transport, logistic projects and operations, involving river and or maritime transport</p>
9.	Sociologists	1	<p>Graduate in Sociology, Preferred Qualification - Masters in Sociology.</p> <p>Minimum 10 years of total experience out of which 8 years of relevant experience in the Indian Subcontinent environment, with particular reference to resettlement and other social impacts of large transportation infrastructure projects.</p>

## 2. **PAYMENT TERMS**

The total Contract Price payable under the Contract shall be stipulated in the LOA and thereupon shall become part of this Contract and be paid in accordance with the terms

hereon. The price quoted will squarely and totally include all the charges to be paid to the Consultant by the Employer except for GST, which shall be paid as per the Government provisions effective at the time of release of payments.

All the payments shall be made in Indian Rupees (INR) only and shall be subject to applicable Indian Laws for the purpose of taxation, if any.

The payment shall be only made against submission and approval of Reports by the Employer. The Payment Schedule linked to the specified Key Deliverable is given below:

Sl. No.	Reports to be delivered (Key Deliverable)	Payment
1.	After approval of Inception Report	25%
2.	After approval of Draft Detailed Project Report	25%
3.	After approval of Draft Final Detailed Project Report and Stakeholder Conference & Presentation	25%
4.	After approval of Final Detailed Project Report	25%

## **SECTION - VII: CONDITIONS OF CONTRACT**



## 1. General

**Definitions:** Unless the context otherwise requires, the following terms whenever used in this tender document shall have the following meanings:

**“Employer”** means the MD, NHIDCL and its successors who have invited the bids for consultancy services and with whom the selected Consultant shall sign the Contract for the Services and to whom the selected Consultant shall provide services as per the terms & conditions and ToR of the contract.

**“Authority / Principal / Owner”** refers to NHIDCL

**“Consultant”** means any entity or person or association of person who provides the Services to the Employer under the Contract.

**“Contract / Agreement”** means the Contract signed by the Parties and all the attached documents that is the Conditions of Contract, the Annexes / Appendices and any modifications thereof subsequently agreed to in writing by both Parties. The terms "Agreement" or "Contract" or "Consultancy Agreement" are interchangeable.

**“Instructions to Bidders”** means the document which provides Bidders with information needed to prepare their technical and financial Bids.

**“NIT”** means the notice inviting e-tender that is being sent by the Employer to the bidders.

**“TIA”** means the Tender Inviting Authority

**“Assignment / Job”** means the work / services to be performed / provided by the Consultant pursuant to this Contract.

**“CC”** means Conditions of Contract.

**“Accepted”** means accepted in writing by the Employer including subsequent written confirmation on previous verbal acceptance, if any and Acceptance means acceptance in writing including as aforesaid.

**“Applicable Laws”** means the laws and any other instruments having the force of laws in India as may be issued and in force from time to time.

**“Approved”** means approved by the Employer in writing and Approval means approval by the Employer as aforesaid.

The word **“Tender”** is synonymous with **“Bid”**, and **“Tenderer”** with **“Bidder”**

**“Employer’s Representative(s)”** means the Representative(s) appointed by the Employer.

**Engineer-in-charge (EIC) or Engineer** means the Employers personnel authorized to direct, supervise and be in-charge of the works on behalf of the Employer.

**“Bidder or Tenderer”** means a private company / public company / partnership constituted under the relevant laws and who applies for this Consultancy Tender.

**“INR”**, Rs. means Indian Rupees.

**“Key Personnel”** means the main (Key) professionals staff provided by the Consultant

**“Party”** means the Employer or the Consultant, as the case may be, and Parties means both of them.

**“Support Personnel”** means the staffs provided by the Consultant that support the Key Personnel.

**“Third Party”** means any person or entity representing other than the Employer, the Consultant.

**“Bid or Tender”** means the Technical and Financial Bids as mentioned under this tender document.

**“Terms of Reference” (ToR)** means the document included as under Section VI which explains the objectives, scope of work, activities, tasks to be performed, and expected results and deliverables of the Assignment / job.

**“Contract sum”** means the agreed and accepted Consultancy Fee as per the Letter of Acceptance (LOA) including taxes as applicable as per the prevailing rates at the time of LOA.

**“Chairperson / Chairman”** means Chairperson / Chairman of Inland Waterways Authority of India.

**“Chief Engineer”** means the Executive Director of NHIDCL deputed for various projects under Employer.

**“Work Order”** means the LOA issued by VE conveying the acceptance of the tender / offer subject to such conditions as may have been stated therein.

**“Day”** means a calendar day beginning and ending at mid-night.

**“Week”** means seven consecutive calendar days

**“Month”** means one Calendar month.

**“Consultancy Services”** means Consultancy Services / Works to be executed in accordance with the contract.

**Marginal Headings:**

The marginal headings or notes of each of the clauses in these conditions shall not be deemed as a part thereof or to be taken into consideration in the interpretation or construction thereof or of the contract.

**Interpretation**

- a) In interpreting these conditions of contract, singular also means plural, male also means female or neutral and the other way around. Headings have no significance. Words have their normal meaning under the language of the contract unless specifically defined.
- b) The documents forming the contract shall be interpreted in the following order of priority:
  - i. the Contract Agreement;
  - ii. the Integrity Agreement;
  - iii. the Letter of Acceptance / Notice to proceed with the work;
  - iv. the Conditions of Contract;
  - v. the Schedule of the Price Bid;
  - vi. the Technical Bid;
  - vii. the Addenda / Corrigenda;
  - viii. the Minutes of the Meeting; and
  - ix. Any other document listed in the contract data as forming part of the contract
- c) These regulations for tenders and contracts shall be read in conjunction with the conditions of the contract which are referred to herein and shall be subject to modifications, additions, suppression by special conditions of the contract and / or special specifications if any annexed to the tender form.
- d) Parties:**
  - i. The parties to the contract are the Consultant and the Employer.
  - ii. **Representatives of the Consultant signing the contract on behalf of the consultant:**

A person signing the tender or any other document in respect of the contract on behalf of the Consultant shall produce authorization letter from the Consultant who has been short listed for the award of contract. If it is discovered at any time that the person so signing had no consent of the Consultant to do so, the Chairperson on behalf of Employer may, without prejudice to any other right or remedy of the Employer, cancel / terminate the contract.

**iii. Address of the Consultant and Notices and Communications on behalf of the Employer:**

For all purposes of the contract including arbitration there under, the address of the Consultant mentioned in tender shall be the address to which all communication addressed to the Consultant shall be sent, unless the Consultant has notified a change by a separate letter containing no other communication and sent in original or by e-mail due to,

**GM, NHIDCL**

The Consultant shall be solely responsible for the consequence of an omission to notify a change of address in the matter aforesaid.

Any communication or notice on behalf of the Employer, in relation to the contract may be issued to the Consultant by the Employer, and such communications and notices may be served on the Consultant either by email or fax or courier or registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the Employer.

**e) POWER OF THE CHAIRPERSON:**

For all purposes of the contract including arbitration proceeding thereunder, the Chairperson on behalf of NHIDCL shall be entitled to exercise all the rights and powers of the Employer.

**CONDITIONS OF CONTRACT SHALL ALSO INCLUDE THE FOLLOWING:**

The Consultant shall carry out the consultancy services in accordance with accepted bid and tender conditions mentioned hereunder:

- i) Consultants are advised to understand & appraise themselves of the scope, nature of the work involved, requirement of experienced personnel, liasoning for delivering the desired result etc.
- ii) The successful Consultant will have to execute an agreement with NHIDCL on Rs.100/- stamp paper (non-judicial) within 21 days from the date of issue of LOA. Format of agreement is placed at Annexure - III of Section VIII. The conditions of the agreement shall be binding on the Consultant.
- iii) The acceptance of tender shall rests with the NHIDCL . NHIDCL reserves the right to reject any or all tenders received without assigning any reasons whatsoever.
- iv) The right to award, spilt up work and to reject the offer without assigning any reason is also reserved with the Employer.
- v) Any breach of conditions of contract shall be brought to the notice of the Consultant and he shall be given an opportunity to explain the fact, but NHIDCL has right to withdraw in full or part of the work of the Consultant. In such event, payment shall be regulated as per Clause 2.9.4 below.
- vi) The Consultant shall insure all their personnel working on this project and keep NHIDCL indemnified of all liabilities, loss, etc.
- vii) The rates quoted by the Consultant will remain valid for 120 days & extended period (if any) after the last date of bid submission.
- xi) Suitable extension of consultancy period may be granted by NHIDCL on mutually accepted terms and conditions as per the provisions of this tender document for only reasons not attributable to the Consultant. The Consultant shall make request for the same in writing in advance indicating the reasons and period of extension desired.
- xii) The Consultant shall not change the nature and level of technical experts as well as other staff indicated in the Bid.
- xiii) The Consultant shall be fully responsible for the correctness and accuracy of all the data, analysis, facts and documents etc.
- xiv) The Consultant shall not without the prior written approval of the Employer, concede, transfer or sublet partially or fully the right and obligation under this contract or any part thereof to the third parties otherwise the Employer shall have right to terminate this contract without assigning any reason except for notifying the Consultant of such termination in writing. The Consultant in such case shall have no right to

claim for compensation for any harm due to this termination. However, the Consultant shall still remain responsible in case the Employer approves to his conceding, transferring or subletting to the third parties fully, individually and jointly with the parties to whom the work has been conceded, transferred or sublet.

- xv) The Consultant shall make their own arrangements for the transport / TA / DA of their personnel assigned to this consultancy work, visiting offices / offices of the classification society, statutory Authorities, stakeholders including State / Central Govt. Dept. etc. as may be required in connection with this consultancy work, attending discussions / meeting / presentations etc. with concerned authorities.
- xvi) Consultancy fees quoted for the work would deem to have included all the incidental costs including cost of reports, schemes, documents, workshops, public meetings etc., which would be required to be prepared by the Consultant during the course of the assignment.
- xvii) In the event of Consultant's firm closing its business, NHIDCL shall have the right to employ any other agency to complete the work at the risk and cost of the Consultant. The payment shall be regulated as per Clause 2.9.4 below. In this regard, decision of Chairperson, NHIDCL shall be final and binding on the Consultant.

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

**Commencement & Completion of Contract:** The Consultant shall begin carrying out the services from the date of issuance of LOA. The Consultant shall complete the works in all respect as per the ToR to the entire satisfaction of the Employer within the time period specified in the ToR from the date of issuance of LOA (i.e. Completion period).

### **Extension / Reduction of Contract Period:**

No extension of the period of consultancy is envisaged under this contract. However, if there are genuine reasons which could not have been foreseen by an experienced Consultant on account of which time schedule agreed to between the parties may not be adhered to, the Consultant shall inform the Employer in writing of such anticipated delay along with reasons and request for extension of time. However, it is at sole discretion of the Employer to grant such extension of time to the Consultant and for a period as the Employer finds most feasible and in best interest of the project.

### **Modifications or variations:**

Any modification or variations of the terms and conditions of this contract, including any modification or variation of the scope of the services or of the Contract Price, may only be made by written mutual agreement between the parties which shall be dealt as per the Conditions of the Contract.

### **Force Majeure**

#### **Definition**

- a. For the purposes of this contract, Force Majeure means an exceptional event or circumstances which is beyond the reasonable control of a party, is not foreseeable, is unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance and which makes 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, tsunami, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such 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 by or of such party's Sub-Consultants or agents or employees, (ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract, and avoid or overcome in carrying out of its obligations hereunder.

#### **Measures to be taken:**

- a. A party affected by an event of Force Majeure shall continue to perform its obligations under the contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 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 case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period, within which a party shall, pursuant to this contract, complete any test 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.

- d. During the period of their inability to perform the services as a result of an event of Force Majeure, the Consultant, upon instructions by the Employer shall either:
  - i. Demobilize
  - ii. Continue with the services to the extent possible
- e. In the case of disagreement between the parties as to the existence or extent of Force Majeure, the matter shall be settled according to clause on Dispute Resolution / Arbitration.

**Suspension:**

The “Employer” may, by written notice of suspension to the Consultant, suspend all the works if the Consultant fails to perform any of its obligations under this contract, including carrying out of the assignment, provided that such notice of suspension (i) shall specify the nature of the failure and ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

**Completion Time and Extension**

Time allowed for execution of the work as specified or the extended time, if any, in accordance with these conditions shall be essence of the contract.

However, if the work is delayed on account of:

- i. Suspension of work as per clause 2.5; or
- ii. “Force Majeure” as per clause 2.4; or
- iii. Any other cause, which, in absolute discretion of the EIC is beyond the Consultant’s control; then immediately upon the happening of any such event as aforesaid, the Consultant shall inform the EIC accordingly, but the Consultant shall nevertheless use constantly his best endeavors to prevent and / or make good the delay and shall do all that may be required in this regard. The Consultant shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract, within fourteen days of the date of happening of any such event as indicated above.

In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the Consultant in writing, the Employers representative may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Such extensions, as admissible, shall be



communicated to the Consultant by the EIC in writing within one month of the date of receipt of such request or within one month of the occurrence of the event, but in any case before the expiry of the contract period.

#### **Compensation for Delay**

If the Consultant fails to complete all items of works in respect of any of its sub-group / group and / or work as a whole as the case may be and before the expiry of the period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of the Consultant) as may be allowed, he shall without prejudice to any other right or remedy of the Authority on account of such default, pay as any ascertained / agreed compensation as per clause no. 2.8 below.

#### **Liquidated Damages**

If the Consultant fails to complete the “Key Deliverables” (as enumerated in ToR, Section VI) within the time period(s) as stipulated in the ToR or any extended period, the Consultant shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of ½% (half percent) per week or part of the week on the total value of the Contract subject to a maximum of 10% of the total value of the Contract.

Should however, the Consultant achieve the completion of the entire works as a whole under the contract within the time or in extended time (not due to fault on the part of the Consultant) as allowed, NHIDCL will refund to him the amount of compensation recovered from him, if any, in respect of delay in the non-completion of work(s) under the individual group / sub-group, as aforesaid in full. In this regard, the decision of the EIC shall be final and binding.

The amount of compensation may be adjusted, withheld, deducted or set off against any sum due or payable to the Consultant under this or any other contract with NHIDCL.

All sums payable by way of compensation under any of the conditions will be considered as reasonable compensation without reference to the actual loss or damage which will have to be sustained.

Payment of such damages shall not relieve the Consultant of his obligation to complete the work or from any other of his obligations or liabilities under the contract.

#### **Termination**

---

**By the “Employer”:** the Employer may terminate this contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this clause.

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing.
- b) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
- c) If the Consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- d) If the Consultant submits to the Employer a false statement which has a material effect on the rights, obligations or interests of the Employer.
- e) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- f) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.
- g) If the Employer, in its sole discretion and for any reason whatsoever, decided to terminate this contract including reduction of the scope and short closure of the contract.

2.9.1.1 In case of such an occurrence, the Employer shall give not less than thirty (30) days written notice of termination to the Consultant.

**By the Consultant:** The Consultant may terminate this contract, by not giving less than thirty (30) days written notice to the Employer, in case of the occurrence of any of the events specified in paragraphs (a) through (c) of this clause.

- a) If the Employer fails to pay money due to the Consultant pursuant to this Contract and not subject to dispute within forty five 45 days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.

- c) If the Employer fails to comply with any final decision reached as a result of arbitration.

**Cessation of services:** Upon termination of this contract by notice pursuant to clauses 2.9.1 & 2.9.2 of Conditions of Contract hereof, 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.

**Payment upon termination:** Upon termination of this contract pursuant to clauses 2.9.1 hereof, the Employer shall make the following payments to the Consultant:

- a) If the contract is terminated pursuant to clause 2.9.1, sub clauses (a) to (f), consultancy fee for services satisfactorily performed prior to the effective date of termination, less:
  - i. The amount of Performance Security:
  - ii. Due amount, if any, received by the Consultant up to the date of the issue of the termination notice less other recoveries due in terms of the contract, less taxes due to be deducted at source in accordance with applicable law.

However, if the contract is terminated under sub-clause (g) of clause 2.9.1 above, at the sole discretion of the Employer, the amount payable to the Consultant shall be for services satisfactorily performed prior to the effective date of termination, less advance payments, if any, received by the Consultant up to date of the issue of the termination notice, less other recoveries due in terms of the contract, less taxes to be deducted at source in accordance with applicable laws. The agreed stages of payment as given in the ToR shall be guiding factors for deciding the completion stage of the assignment.

- b) If the termination takes place due to lack of performance / negligence on the part of the Consultant, NHIDCL shall have reasonable authority to get the works completed on risks & costs of the terminated Consultancy agency through engagement of a third party.
- c) No opportunity cost for partial or full compensation for the left over period shall be due to the Consultant on account of termination or foreclosure of the contract due to the sole discretion of the Employer.

**Disputes about events of termination:** If either party disputes whether an event specified in paragraphs (a) to (g) of clause 2.9.1 hereof has occurred, such party may within forty five (45) days after receipt of notice of termination from the other party, refer the matter for dispute resolution.

**Determination of Contract:** The contract shall be determined through Integrity Agreement which will form part of the Contract Agreement and will be signed by both the parties.

### **3. Obligations of the Consultant**

#### **General**

**Standard of performance:** The Consultant shall perform the services and carry out his obligations hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices and shall observe sound management practices and employ appropriate technology and safe effective methods. The Consultant shall always act, in respect of any matter relating to this contract or to the assignment as faithful adviser to the Employer and shall at all times support and safeguard the Employers legitimate interest in any dealings with sub-consultants or third parties.

**Conflict of Interests:** The Consultant shall hold the Employers interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. The Consultant as well as their sub-consultants and their personnel shall not engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract. If during the period of this contract, a conflict of interest arises for any reason, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

**Confidentiality:** Except with the prior written consent of the Employer, the Consultant and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the Consultant and its personnel make public the recommendations formulated in the course of, or as a result of the services.

**Insurance to be taken out by the Consultant:** The Consultant shall take out and maintain adequate insurance at its own cost against various risks inducing risk of life in respect of its personnel deployed for the assignment and shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. In addition, the Consultant shall also maintain Professional Indemnity Insurance for the sum assured of Contract Value purchased from a registered Insurance Company in India.

**Reporting requirements:** The Consultant shall submit to the EIC progress report of its activity on 7<sup>th</sup> day of every month starting from the commencement of the assignment duly indicating the (i) Activities carried out during the previous month (ii) A brief of the progress / stage achieved with reference to the ToR (iii) Places visited and officials contacted and (iv) problems, if any affecting the progress. All reports shall be delivered in soft copy also in addition to the hard copies.

The Consultant is required to make presentations at appropriate places (to be decided from time to time) on their Monthly progress reports at the time of submission of these reports as specified.

**Consultant's Actions Requiring Employers Prior Approval:** The Consultant shall obtain the Employers representative's prior approval in writing before making any change or addition to the personnel listed in their Bid.

**Documents prepared by the Consultant to be the property of the Employer:** All plans, drawings, specification, design, reports, other documents and software made available to the Consultant / prepared by him under this contract shall become and remain the property of the Employer, contract, deliver shall not later than upon termination or expiration of this inventory thereof. The Consultant may retain a copy of such documents with approval of Employer but shall not use them anywhere, without taking permission, in writing, from the Employer. The Employer however, reserves the right to grant or deny any such request without assigning any reason. If license agreements are necessary or appropriate between the Consultant and third parties for purpose of development of any such computer programs, the Consultant shall obtain the Employers prior written approval to such agreements and the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program (s) concerned.

#### **4. Obligations and Responsibility / Inputs by NHIDCL**

NHIDCL shall assist the Consultant for getting the necessary details available (documents/reports) for the respective project.

NHIDCL, if asked by the Consultant shall furnish any Report of the project at the time of work execution only for taking reference.

NHIDCL shall provide only the available details / data and balance shall be managed by the Consultant. Non availability of the required inputs from NHIDCL, which is not essential for NHIDCL to furnish, shall not be an excuse for improper preparation of reports / delay in preparation.

## **5. Security Deposit and Performance Guarantee**

### **For All Bidders except MSME Registered Firms**

The successful bidders' EMD will be converted in to Security Deposit (SD) and the successful bidder has to remit balance amount of Security Deposit (i.e. Total 5% Security Deposit deducting EMD submitted with technical bid) in NHIDCL Fund through RTGS as per the details mentioned in ITB. Bank guarantee will not be accepted as Security Deposit.

The successful bidder shall also deposit an amount equal to 5% of the awarded value of the work as Performance Guarantee (PG) in the form of irrevocable Bank Guarantee from nationalized / schedule bank in India with validity of 180 days beyond the contract completion period. This Security deposit and Performance Bank Guarantee shall be submitted within 15 days after the issuance of LOA.

### **For MSME Registered Firms**

Such Bidder, in case the work is awarded to it, has to submit Security Deposit of 5% of the contract value in NHIDCL Fund through RTGS as per the details mentioned in ITB and also has to submit 5% of the contract value as performance guarantee in the form of irrevocable bank guarantee from nationalized / scheduled bank in India.

The total Security Deposit and Performance Guarantee shall remain with NHIDCL till the completion of the contract or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the Employer is satisfied that there is no demand outstanding against the Consultant.

No interest will be paid on Security Deposit.

If the Consultant neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer to forfeit either in whole or in part, the Security Deposit furnished by the Consultant. However, if the Consultant duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, NHIDCL shall refund the Security Deposit to the Consultant after deduction of cost and expenses that the Employer may have incurred and other money including all losses and damages which the Employer is entitled to recover from the Consultant.

In case of delay in the progress of work, the Employer shall issue to the Consultant a notice in writing pointing out the delay in progress and calling upon the Consultant to explain the causes for the delay within 3 days of receipt of the

notice or 10 days from issuance of notice whichever is earlier. If the Employer is not satisfied with the explanations offered, he may withhold payment of pending bills in

---

whole or in part and / or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the Consultant and if necessary, forfeit the Security Deposit.

All compensation or other sums of money payable by the Consultant under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from any sums which may be due or may become due to the Consultant by the Employer on any account whatsoever. Also in the event of the Consultant's Security Deposit falls short of such deductions or sale, as aforesaid the Consultant shall, within 14 days of receipt of notice of demand from the Employers representative make good the deficit in his Security Deposit.

**6. Payment Terms**

- (a) No advance payment shall be made.
- (b) Payment terms shall be as mentioned in ToR, Section VI, of this tender document.

**Mode of Payment:**

Invoices / Bills complete in all respects is to be raised by the Consultant to NHIDCL who shall process the same after due verification and the payment shall be paid through RTGS / NEFT within 30 (Thirty) Days from the date of receipt of the bill

**Arbitration**

If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this tender document, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement reached within a period of 30 days from the date on which the above mentioned dispute or difference arose.

The aggrieved party may request to MD, NHIDCL (i.e. the appointing authority) for appointment of sole arbitrator to adjudicate the disputes. The MD, NHIDCL will provide the option of 3 names of the arbitrators from its panel to the aggrieved party. The aggrieved party may consent one of the arbitrators to be appointed as Sole Arbitrator within 15 days. If the aggrieved party fails to consent any arbitrator, MD, NHIDCL will appoint the sole arbitrator from the suggested panel, which shall be final. If the arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person



shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

The Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 read with the Arbitration & Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him. The arbitrator shall give reasons for the award.

In case of contract with another Public Sector Undertaking, following Arbitration Clause shall apply: “In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22nd May 2018.”

**7. Laws Governing the Contract**

- i. The laws of India shall govern this contract.
- ii. Irrespective of the place of works, the place of performance or place of the payment under the contract, the contract shall be deemed to have been made at the place from which the LOA has been issued.
- iii. Courts in Noida shall alone have jurisdiction to decide any dispute arising out of or in respect of contract, but not settled through the dispute resolution provision in the contract.

**8. Professional Liability**

Except in gross 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 by the Consultant to Employer's property shall not be liable to Employer:

For any indirect or consequential loss or damage; and

For any direct loss or damage equal to the total payments for professional fees and reimbursable expenditure made or expected to be made to the Consultant hereunder.

This limitation of liability 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.

**9. Miscellaneous Provisions**

- i. Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- ii. The Consultant should notify the Employer of any material change in their status, in particular, where such change would impact their performance of obligations under this contract.
- iii. The Consultant shall be liable to and responsible for all obligations towards the Employer for performance of the assignment.
- iv. The Consultant shall at all-time indemnify and keep indemnified the Employer against all claims / damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this project.
- v. The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.
- vi. The Consultant shall at all times indemnify and keep indemnified the Employer against all claims by employees, workmen, Consultants, Sub-Consultants, suppliers, agent (s), Employer engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- vii. All claims regarding indemnity shall survive the termination or expiry of the contract.
- viii. It is acknowledged and agreed by the parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Employer or Government of India.

## **SECTION - VIII: ANNEXES**

ANNEX - I INTEGRITY AGREEMENT

To be signed by the Bidders' and the same is to be signed by Authorized Signatory

/ Competent Employer on behalf of NHIDCL

This Integrity Agreement is made at ..... on this .....day of ..2019

BETWEEN

MD, NHIDCL, 3<sup>rd</sup> Floor PTI Building, Parliament Street, New Delhi

NHIDCL, (Hereinafter referred to as the 'Employer', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....  
.....

(Name and Address of the Individual / firm / Company) through

..... (Hereinafter referred to as the  
(details of duly authorized signatory) "Bidder/Consultant" and which expression shall  
unless repugnant to the meaning or context hereof include its successors and permitted  
assigns)

"Bidder/Consultant" and which expression shall unless repugnant to the meaning or  
context hereof include its successors and permitted assigns)

**Preamble:**

WHEREAS the Employer has floated the Tender (NIT No.: IWAI/ .....)  
(hereinafter referred to as "Tender / Bid") and intends to award, under laid down  
organizational procedure, contract for "..... (*insert  
name  
of assignment*)"

AND WHEREAS the Employer values full compliance with all relevant laws of the land,  
rules, regulations, economic use of resources and of fairness/transparency in its relation  
with its Bidder(s) and Consultant(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into  
this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the  
terms and conditions of which shall also be read as integral part and parcel of the  
Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the  
parties hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the Principal/Owner**

- 1) The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Employer, personally or through any of his/her family members, will in connection with the Tender, or the execution of the 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 Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer 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 Employer shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Bidder(s)/Consultant(s)**

1. It is required that each Bidder/Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge of or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(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)/Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the tender process or 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.

---

The Bidder(s)/Consultant(s) will not enter with other Bidder(s) 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 cartelize in the bidding process.

- b) The Bidder(s)/Consultant(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Consultant(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical Bids and business details, including information contained or transmitted electronically.
  - c) The Bidder(s)/Consultant(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Consultant(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - d) The Bidder(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.
3. The Bidder(s)/Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice means of a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government / Employer's interests.
5. The Bidder(s)/Consultant(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

---

**Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Employer under the law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Consultant(s) and the bidder/consultant accepts and undertakes to respect and uphold the Employer's absolute right:

1. If the Bidder(s)/Consultant(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving 14 days' notice to the consultant shall have powers to disqualify the Bidder(s)/Consultant(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Consultant from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Employer. Such exclusion may be forever or for a limited period as decided by the Employer.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Employer has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Consultant.
3. Criminal Liability: If the Employer obtains knowledge of conduct of a Bidder or Consultant, or of an employee or a representative or an associate of a Bidder or Consultant which constitutes corruption within the meaning of IPC Act, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

**Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti-corruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises 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 can be taken for banning of business dealings/

holiday listing of the Bidder/Consultant as deemed fit by the Employer.

- 3) If the Bidder/Consultant can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Consultants**

- 1) The Bidder/Consultant shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its sub-vendors.
- 2) The Employer will enter into Pacts on identical terms as this one with all Bidders and Consultants.
- 3) The Employer will disqualify Bidders / Consultants, who do not submit, the duly signed Integrity Pact between the Employer and the Bidder / Consultant, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6: Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires 18 months after the completion of work under the contract.

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

#### **Article 7: Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Employer, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Consultant is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken



by the Employer in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8: LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Employer)

.....

(For and on behalf of Bidder / Consultant)

WITNESSES:

1. ....

(Signature, name and address)

2. ....

(Signature, name and address)

Place : .....

Date : .....

## ANNEX - II: FORMAT OF BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To,  
<NHIDCL, Address>

In consideration of “NHIDCL” (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....having its office at ..... (Hereinafter referred to as the “Consultant” which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client’s Contract Agreement no. / Letter of Acceptance No. .... dated ..... and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs...../- (Rupees.....) excluding Goods and Services Tax for **“Consultancy Services for <Project Description>** ..... in the state of .....under - Contract Package No. .... (Hereinafter called the “Contract”), and the Consultant having agreed to furnish a Bank Guarantee to the Client as “Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs...../- (Rupees.....).

We, .....having registered office at ....., a body registered/constituted under the .....(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all money payable by the Consultant to the extent of Rs. ....(Rupees.....) as aforesaid at any time up to .....without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

This guarantee shall also be operatable at our..... Branch at New Delhi, 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 claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

The liability of Bank under this Guarantee shall not be affected by any change in the constitution of the consultant or the bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein,

- a) Our liability under this Bank Guarantee is limited to Rs. ....(Rupees.....) and it shall remain in force up to and including .....and shall be extended from time to time for such period as may be desired by M/s....., on whose behalf this guarantee has been given.
- b) This Bank Guarantee shall be valid up to .....
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(date of expiry of Guarantee).

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 NHIDCL having following details:

S . N o . 1 . 2 . 3 . 4 .	Particulars	Details
1	Name of Beneficiary	National Highways and Infrastructure Development Corporation Ltd.
2	Name of Bank	Syndicate Bank
3	Account No.	90621010002659
4	IFSC Code	SYNB0009062

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)

**NOTE:**

- (i) The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).
- (ii) 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.
- (iii) 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).

**ANNEX - III: AGREEMENT FORM**  
**(To be executed on non-judicial stamp paper of Rs. 100)**

.....(*insert name of the assignment*)

**AGREEMENT**

**BETWEEN**

**National Highways & Infrastructure  
Development Corporation Limited**

**AND**

**CONSULTING FIRM**

This Agreement made on this.....day of.....Two thousand .....between National Highways & Infrastructure Development Corporation Limited (hereinafter called the “**NHIDCL**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) on one part and M/s.....having its office at .....(hereinafter called the “**Consultant**”, which expression shall, unless repugnant to the context be or meaning thereof, include its successors, permitted assigns and substitutes) on the other part.

**WHEREAS** **NHIDCL** is desirous of giving “.....(*insert name of the assignment*) (the “**Work**”)” as per the Work Order No. ....dated in accordance with the Terms of Reference (ToR) & conditions of contract attached hereto all of which will form part this agreement.

**WHEREAS THE CONSULTING FIRM** has agreed to undertake the “**Work**” on Terms and Conditions herein after set forth.

NOW THEREFORE THESE PRESENTS WITNESS and it is hereby agreed, declared by and between the parties hereto as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The Consultant shall undertake the “**Work**” as per the Work Order No. ....dated ..... in accordance with the ToR & conditions of contract attached hereto all of which will form part this agreement.
3. The following documents shall be deemed to form and be read and construed as part of the Agreement i.e.
  - a) Agreement Form
  - b) Integrity Agreement

- c) Letter of Acceptance
- d) Conditions of contract
- e) Schedule of the price bid
- f) Technical Bid
- g) Addenda / Corrigenda
- h) Minutes of Pre-bid Meeting
- i) All Correspondences

The “Consultant” hereby covenants with NHIDCL to complete and maintain the “Works” in conformity in all respect, with the provisions of the Agreement.

The “NHIDCL” hereby covenants to pay the Consultant in consideration of such completion of works, the contract price at the time and in the manner prescribed by the Contract.

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed in accordance with the laws of Republic of India on the day, month and year indicated above.

**For and on behalf of**  
***(Inland Waterways Authority of India)***

**For and on behalf of**  
***(Consultant)***

*Signature*\_\_\_\_\_

*Signature*\_\_\_\_\_

*Name & Designation*\_\_\_\_\_

*Name & Designation*\_\_\_\_\_

*Stamp*

*Stamp*

**Witness - I**

**Witness - I**

1) Signature\_\_\_\_\_

1) Signature\_\_\_\_\_

2) Name & Designation\_\_\_\_\_

2) Name & Designation\_\_\_\_\_

*Stamp*

*Stamp*

**Witness - II**

**Witness - II**

1) Signature\_\_\_\_\_

1) Signature\_\_\_\_\_

2) Name & Designation\_\_\_\_\_

2) Name & Designation\_\_\_\_\_

**ANNEX - IV: DETAILS OF BANK ACCOUNT**

**FOR RELEASE OF PAYMENT THROUGH  
ELECTRONIC FUND TRANSFER SYSTEM  
(To be submitted on Bidders Letter Head)**

**NAME OF THE PROJECT:** \_\_\_\_\_

We \_\_\_\_\_ (*Name of the Bidder*) hereby request you to give our payments by crediting our bank account directly by E-payment mode as per account details given below. We hereby undertake to intimate NHIDCL in case of any change in particulars given below and will not hold NHIDCL responsible for any delay / default due to any technical reasons beyond NHIDCL's control:-

**Bank Account Number** : \_\_\_\_\_

**RTGS / NEFT / IFSC CODE** : \_\_\_\_\_

**NAME OF THE BANK** : \_\_\_\_\_

**ADDRESS OF THE BRANCH :** \_\_\_\_\_

**OF THE BANK**

**BRANCH CODE** : \_\_\_\_\_

**ACCOUNT TYPE**

**(SAVING/CURRENT/OTHERS)** : \_\_\_\_\_

**A BLANK CHEQUE (CANCELLED) IS ENCLOSED HERewith.**

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold NHIDCL responsible.

**Signature of Authorized Signatory**

**Name & Designation**

**Date:**

**Place**

#### **ANNEX-V: BANK CERTIFICATION**

It is certified that above mentioned beneficiary holds a Bank Account No. .... with our branch and the bank particulars mentioned above are correct.

**Signatory**

**Date:**

**No.** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Authorized**

**Authorization**

**Official Seal / Stamp of the Bank**



**ANNEX-VI: LETTER OF ACCEPTANCE OF TENDER**  
***(To be submitted on Bidders Letter Head)***

To,

Date:

GM, NHIDCL

**Sub:** Acceptance of Terms & Conditions of Tender.

**Tender Reference No:**.....

**Name of Tender / Work:** - .....

Dear Sir,

1. I/ We have downloaded /obtained the Tender document for the above mentioned 'Tender/Work' from the website(s) namely: www.nhidcl.com OR https://eprocure.gov.in/eprocure/app as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire Terms and Conditions of the Tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms/conditions/clauses contained therein.
3. The minutes of the pre-bid meeting (if any) and / or corrigendum(s) (if any) issued from time to time by your department / organization for this work too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the Tender conditions of above mentioned Tender document / minutes of the Pre-bid Meeting (if any) / corrigendum(s) (if any) in its totality  
/ entirety.
5. In case any provisions of this Tender are found violated, then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this Tender / Bid including the forfeiture of the full Earnest Money Deposit absolutely.

Yours Faithfully

(Signature of the Bidder, with Official Seal)

