



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

**Short Tender for “Specialised Consultancy Services for ‘Good for Tender’ design based on detailed investigations, costing and preparation of Technical Schedules of EPC documents of (i) Construction of Additional Bridge adjacent to the existing bridge at Km 52.100 on NH-10 at Rangpo at the border of West Bengal and Sikkim State (ii) Construction of Chisopani Traffic Tunnel at Km 67.24 on NH-10 in East Dist., Sikkim”**

**Request for Proposals**

(Volume –I)

**March, 2016**

Corporate Office: 3<sup>rd</sup> Floor, PTI Building, 4 Parliament Street, New Delhi-110001

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**SECTION-1**  
**NOTICE INVITING E-TENDER**

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**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION  
LIMITED  
(A Govt. of India Undertaking)**

No. NHIDCL/DPR/Sikkim/Rangpo Bridge-Chisopani tunnel/2015

Dated: 10.03.2016

**NOTICE INVITING e-TENDER**

1. NHIDCL invites online bids from Consultancy firms as per schedule given hereunder:-

**Name of the work:** Specialised Consultancy Services for ‘Good for Tender’ design based on detailed investigations, costing and preparation of Technical Schedules of EPC documents of

- (i) Construction of Additional Bridge adjacent to the existing bridge at Km 52.100 on NH-10 at Rangpo at the border of West Bengal and Sikkim State
- (ii) Construction of Chisopani Traffic Tunnel at Km 67.24 on NH-10 in East Dist., Sikkim

NHIDCL will be the employer and executing agency for the Consultancy Services sought and the standard of output required from the appointed Consultants are expected to be of international level both in terms of quality and adherence to the agreed time schedules. The Letter of Invitation (LOI) and Terms of Reference (TOR) including Request for Proposal (RFP) is available online on e-tender portal of NHIDCL i.e. [www.nhidcl.com](http://www.nhidcl.com) and CPPP website i.e. <https://eprocure.gov.in>. The document can also be downloaded from the CPPP website i.e. <https://eprocure.gov.in>.

**2. Brief Scope of Work:**

(i) NHIDCL has been assigned the work by the Ministry of Road Transport & Highways, Govt. of India for Construction of Additional Bridge adjacent to the existing bridge at Km 52.100 on NH-10 at Rangpo at the border of West Bengal and Sikkim States and Construction of Chisopani Traffic Tunnel at Km 67.24 on NH-10 in East Dist., Sikkim.

(ii) There is an existing tunnel at Km 67.24 of Sevoke Gangtok Section of NH-10 where there is a blind curve resulting in frequent traffic jams on this only National Highway connecting West Bengal with Sikkim State. The instant proposal is to carry out Consultancy Services for ‘Good for Tender’ design based on detailed investigations, costing and preparation of Technical Schedules of EPC documents of:

- (a) Construction of Additional Bridge adjacent to the existing Bridge at Rangpo
- (b) Construction of tunnel/Structure Highway at the location of existing Chisopani Traffic Tunnel on NH-10.

- (iii) There is an existing traffic tunnel of length 62 m with carriage way width of 5.50 m and widening of this tunnel is not possible. At present only one way traffic ( uni-directional ) can pass through this tunnel. The defence vehicle movement towards China Border is also catered by this stretch of NH-10. Thus it is proposed to construct new tunnel parallel to this tunnel or construct an open cut Highway if found technically suitable and economical. The consultant should advise on the future use of existing tunnel.
- (iv) The Consultant shall be guided by the Model Agreement for Engineering, Procurement and Constructions (EPC) and the Manual of Specifications and Standards for two lane highways published by IRC (IRC:SP:73-2015) (the “Manual”) along with relevant IRC codes for design of long bridges.
- (v) The Consultant shall be responsible for preparing all Technical schedules and drawings of the EPC Contract Agreement and for bringing out any special feature or requirement of the Project Highway referred to in the Contract Agreement or the Manual. The details and particulars to be specified in the Schedules shall be duly addressed and incorporated therein, in accordance with the provisions of the Manual. For this it is suggested that consultant should go through the EPC documents of Ministry before bidding the project. The Consultant shall assist NHIDCL and its Financial Consultant and the Legal Adviser by furnishing clarifications as required for the financial appraisal and legal scrutiny of the Project Highway and Bid Documents.
3. **Time for completion:** The Consultant shall complete and submit the study/detailed report as per scope of work in **Three months** from the date of issue of LOA.
  4. **Cost of Bid Document:** The cost of the bid document in the form of a non- refundable document fee of Rs. 5,000 (Rupees Five Thousand only) in the form of Demand Draft favouring “National Highways & Infrastructure Development Corporation Ltd.” and payable at New Delhi must be furnished in a separate envelop while submitting the proposal.
  5. **Cost of e-tender processing fee:** As per the CPPP norms. The Bidders are requested to visit the website <https://eprocure.gov.in>. The bid document can be downloaded from the websites [www.nhidcl.com](http://www.nhidcl.com) /<https://eprocure.gov.in>. Corrigendum, if any, would appear only on these web sites only and shall not be published.
  6. The intending tenderer(s) must read the general conditions of this contract carefully. He/ She should only submit his/her bid if eligible and in possession of all the documents required.
  7. Information and instructions for tenderers posted on website shall form part of the bid document.
  8. The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://eprocure.gov.in> or [www.nhidcl.com](http://www.nhidcl.com)
  9. The intending tenderer(s) must have valid class-III Digital Signature Certificate to submit the bid.

10. Notwithstanding anything stated above, NHIDCL reserves the right to assess the capabilities and capacity of the tenderer to perform the contract in the overall interest of NHIDCL.
11. The tenderer(s) is/are required to quote strictly as per the terms and conditions, given in the tender documents and not to stipulate any deviations.
12. NHIDCL reserves the right to reject any or all tenders or cancel/withdraw the invitation for bids without assigning any reason whatsoever and in such case no tenderer/intending tenderer shall have any claim arising out of such action.
13. Integrity Pact duly signed by the tenderer shall be submitted. Any bid without signed Integrity Pact shall be rejected.
14. List of documents to be scanned and uploaded within the period of bid submission:
  - a. Demand Draft or Banker Cheque of any Scheduled Bank against BID SECURITY as per clause 15 hereinafter.
  - b. Demand Draft or Banker's Cheque of any Scheduled Bank towards cost of Bid Document.
  - c. Integrity Pact.
  - d. Copy of Letter of Acceptance of tender conditions in the prescribed format as enclosed hereinafter.
  - e. Power of Attorney
  - f. 1. Proof of Empanelment as per clause 5.2.2 of Instructions to Bidders.  
Or  
2. (a) Average Turnover of Rs. 50 lakh in last three years subject in the Infrastructures Consultancy Business.  
and  
(b) An Undertaking that the Bridge Design Engineer and would be engaged by the Consultant who have a minimum experience of two bridges with length of more than 135m.  
and  
(c) An Undertaking that Tunnel Engineer and would be engaged by the Consultant who have a minimum experience of design of one highway tunnel of length 200m
  - g. Debarment/Enforcement (if any).

**The above mentioned documents shall also be submitted in physical form in pursuant to Clause 5.2.1 of Instructions to Bidders.**

#### **15. Bid Security:**

- 15.1 The applicant shall furnish as part of its proposal, a Bid Security of Rs 50,000 ( Rupees Fifty Thousand only) in the form of Demand Draft in favour of “National Highways and Infrastructure Development Corporation Ltd. payable at New Delhi(the “Bid Security”)

- 15.2 This Bid Security is returnable not later than 30 (thirty) days from the date of Opening of the financial proposals. Bid Security of L-1 bidder shall be returned upon the signing the Agreement after receipt of Performance Bank Guarantee. Bank Guarantees of all other bidders shall be returned in 15 days.
- 15.3 Any Bid not accompanied by the Bid Security of the required value and minimum required validity shall be rejected by the Client as non responsive.
- 15.4 The NHIDCL shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 15.5.1 The Consultant by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the NHIDCL's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by NHIDCL as the mutually agreed pre-estimated compensation and damage payable to NHIDCL for, *inter alia* the time, cost and effort of the NHIDCL in regard to RFP including the consideration and evaluation of the Proposal under the following conditions:
- (a) If a Consultant withdraws its proposal during the period of its validity as specified in this RFP and as extended by the Client from time to time;
  - (b) In the case of the selected Consultant, if the Consultant fails to reconfirm its commitments during negotiations as required vide Para 6;
  - (c) In the case of a selected Consultant, if the Consultant fails to sign the Agreement.

## 16. Set of Tender Documents:

The following documents will constitute the set of tender documents:

- a) Notice inviting e-Tender
- b) RFP
- c) Technical Proposal.
- d) Financial Proposal.
- e) Integrity pact
- f) Corrigendum, if any
- g) Other documents, if any

## 17. Mode of Submission

The tenderer must submit the Technical Bid in sealed envelope **addressed to Yogesh Chand Srivastava, General Manager, National Highways & Infrastructure Development Corporation Ltd, PTI Building, 3<sup>rd</sup> Floor, Parliament Street, New Delhi-110001. The envelope shall contain the following documents:**

- a. Demand Draft or Banker Cheque of any Scheduled Bank against BID SECURITY.
- b. Demand Draft or Banker's Cheque of any Scheduled Bank towards cost of Bid Document.

- c. Integrity Pact.
- d. Letter of Acceptance of tender conditions in the prescribed format as enclosed in the section of NIT.
- e. Power of Attorney
- f.
  - 1. Proof of Empanelment as per clause 5.2.2 of Instructions to Bidders.
  - Or
  - 2. (a) Average Turnover of Rs. 50 lakh in last three years subject in the Infrastructures Consultancy Business.
  - and
  - (b) An Undertaking that the Bridge Design Engineer and would be engaged by the Consultant who have a minimum experience of two bridges with length of more than 135m
  - and
  - (c) An Undertaking that Tunnel Engineer and would be engaged by the Consultant who have a minimum experience of design of one highway tunnel of length 200m
- g. Copy of Debarment/Enforcement (if any).

The envelope containing Technical bid should also indicate clearly the name of the tenderer and his/her address. In addition, the left hand top corner of the envelope or container should indicate the name of the work, name of the document in the envelope with bid opening date and time and the addressed to the address mentioned above and shall reach on 08.04.2016 by 1700 hrs. The online bids shall be opened at 1730 hrs on the same day.

Online technical bid documents submitted by intending tenderers shall be opened only of those tenderers, whose Bid Security, Cost of Bid Document and e-Tender Processing Fee and other documents placed in the envelope are found in order. **The Financial bid of those tenderers whose documents are found to be in order and who qualify in the technical evaluation shall be opened. The date of opening of Financial Bid shall be informed to the tenderer by CPPP Portal.**

**The following documents to be submitted online as Technical Bid.**

- a) Scan Copy of Demand Draft or Banker Cheque of any Scheduled Bank against BID SECURITY.
- b) Scan Copy of Demand Draft or Banker's Cheque of any Scheduled Bank towards cost of Bid Document.
- c) Scan Copy of Integrity Pact.
- d) Scan Copy of Scan Copy of Letter of Acceptance of tender conditions in the prescribed format as enclosed in the section of NIT.
- e) Scan Copy of Power of Attorney
- f.
  - 1. Scan Copy of Proof of Empanelment as per clause 5.2.2 of Instructions to Bidders.



Or

2. (a) Average Turnover of Rs. 50 lakh in last three years subject in the Infrastructures Consultancy Business.

and

- (b) An Undertaking that the Bridge Design Engineer and would be engaged by the Consultant who have a minimum experience of two bridges with length of more than 135m.

and

- (c) An Undertaking that Tunnel Engineer and would be engaged by the Consultant who have a minimum experience of design of one highway tunnel of length 200m

g. Scan Copy of Debarment/Enforcement (if any).

18. Before the last date and time of submission of bid as notified, the tenderer can submit revised bid any number of times.
19. Consultants empanelled with the MORTH for Bridge/Tunnel under Category –I(A), Category –I(B), Category –II & Category –IV vide Ministry's letter No. RW/NH-34054/1/2006-S& R(B)-Part IV dated 01.08.2014, 15.01.2015 and 23.12.2013 are directly eligible for opening of Financial Bid on the basis of Lowest (L-1) quote subject to meeting clause 5.2.1 of Instructions to Bidders. However if not empanelled, Clause 5.2.1 & 5.2.2 shall be met.
22. The bid for the works shall remain open for acceptance for a period of 90 days from the last date of submission of bid including the extension given, if any. In case any tenderer withdraws his/her bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to NHIDCL, then NHIDCL shall, without prejudice to any other right or remedy, would be at liberty to forfeit the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the re-bidding process, if any.
23. The acceptance of any or all tender(s) will rest with the NHIDCL which does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.
24. On acceptance of tender, the name of the accredited representative(s) of the Consultant firms who would be responsible for taking instructions from Engineer-in-charge / GM, NHIDCL or its authorized representative shall be intimated within 07 days of the issue of letter of award by NHIDCL.
25. Date of start of work shall be reckoned from the 10th day after issue of the Letter of Award (LOA) by NHIDCL/or letter to proceed whichever is earlier.
26. The award of consultancy work, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of

- Award /Letter of Work Order, Price Bid, General Conditions of Contract etc. The tenderers shall be deemed to have gone through the various conditions while making/preparing their technical & financial proposals & submitting the Bid(s) including site conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of tenderer will affect his/her price/rates before quoting their rates.
27. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Application, would not be eligible to submit the BID.
  28. The Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder.
  29. The Bidder may provide details of all their on-going projects alongwith updated stage of litigation, if so, against the Authority / Governments.
  30. The Bidder including individual or any of its Joint Venture Member may also provide details of updated on-going process of blacklisting if so, under any contract with Authority / Government.
  31. The Authority reserves the right to reject an otherwise eligible bidder on the basis of the information provided under clause 28, clause 29 & clause 30. The decision of the Authority in this case shall be final.

**Critical Date Sheet**

Bid Document Publishing Date	:	10.03.2016 (1700 hrs)
Bid Document Download/ Start Date	:	11.03.2016(1000 hrs)
Clarification Start Date	:	18.03.2016(1000 hrs)
Clarification End Date	:	28.03.2016 (1730 hrs)
Pre bid meeting	:	30.03.2016(1500 hrs)
Bid submission Start Date	:	04.04.2016 (1000 hrs)
Bid submission End Date(Physical as well as online)	:	08.04.2016 (1700 hrs)
Opening date of Technical Bid	:	08.04.2016 (1730 hrs)
Opening Date of Financial Bid	:	To be intimated after final evaluation of Technical Bids

**SECTION -2**  
**ACCEPTANCE OF TENDER CONDITIONS**

**ACCEPTANCE OF TENDER CONDITIONS**

From: (On the letter head of the company by the authorized signatory having power of attorney)

To

**Shri V.K Rajawat**  
**Executive Director-I**  
**NHIDCL,**

Sub: Name of the work & NIT No.:

Sir,

This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.

2 I/we are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.

3 I / We have viewed and read the terms and conditions of NHIDCL carefully. I/We have downloaded the following documents forming part of the tender document:

- a. Demand Draft or Banker Cheque of any Scheduled Bank against BID SECURITY.
- b. Demand Draft or Banker's Cheque of any Scheduled Bank towards cost of Bid Document.
- c. Integrity Pact.
- d. Letter of Acceptance of tender conditions in the prescribed format as enclosed in the section of NIT.
- e. Power of Attorney
- f. 1. Proof of Empanelment as per clause 5.2.2 of Instructions to Bidders.

Or

2. (a) Average Turnover of Rs. 50 lakh in last three years subject in the Infrastructures Consultancy Business.

and

- (b) An Undertaking that the Bridge Design Engineer and would be engaged by the Consultant who have a minimum experience of two bridges with length of more than 135m

and

- (c) An Undertaking that Tunnel Engineer and would be engaged by the Consultant who have a minimum experience of design of one highway tunnel of length 200m

g. Copy of Debarment/Enforcement (if any).

- 4 I/we have uploaded the mandatory scanned documents such as cost of bid document, bid security, e-tendering Processing Fee with all annexures of Acceptance of Tender Conditions.

Yours faithfully,

(Sign of the tenderer)  
With rubber stamp  
Dated:\_\_\_\_\_

**(Annexure-I of Acceptance of Tender Conditions)  
Form - A****General Information**

1.	Name of Applicant / Company	
2.	Address for correspondence	
3.	Contact Person:  Telephone Nos.  Fax Nos.  Mobile	
3	Type of Organisation: (a) An individual (b) A proprietary firm (c) A firm in partnership (Attach copy of partnership)  (d) A Limited Company (Attach copy of Articles of Association)  (e) Any other (mention the type)	
5.	Place and Year of Incorporation	
6.	Details of registration/membership with Institute of Engineers or such other Institute.  (Attach copy)	
7.	Name of Director/Partners in the organisation and their status along with their qualifications.	
8.	Name(s) of the persons along with their qualification and designation, who is authorised to deal with NHIDCL  (Attach copy of power of Attorney)	
9.	Organisation Chart of Key Personnel	
10.	Details of Awards/ Appreciations supported with document to be submitted.	
11.	Any other Information	

**(Annexure IV of Acceptance of Tender Conditions)****Form – B****Details of work completed during the last 7 years****(Details to be furnished in the following format)**

<b>S. No.</b>	<b>Financial Year</b>	<b>Name of Work</b>	<b>Scope of Services</b>	<b>Value of construction</b>	<b>Date of start / completion</b>	<b>Name &amp; Address of the client</b>	<b>Remarks Satisfactory/ Unsatisfactory</b>
	2008-2009						
	2009-2010						
	2010-2011						
	2011-2012						
	2012-2013						
	2013-2014						
	2014-2015						

**Note:**

1. The following documents are to be enclosed for each of the above work:

- i)* Completion Certificate
- ii)* Copy of Award letter
- iii)* Other relevant documentary evidence, if any.



**(Annexure V of Acceptance of Tender Conditions)****Form – C****Turn over for last three years:**

<b>S. No.</b>	<b>Financial Year</b>	<b>Fees Earned</b>	<b>Remarks</b>
1	2012-13		
2	2013-14		
3	2014-15		

**Note:**

In addition to the above, the applicant has to submit the following documents / information:

- 1) Copy of Balance Sheet(s)
- 2) Copy of valid Service Tax Number
- 3) Copy of PAN/TAN Card
- 4) Details of litigations, if any
- 5) Other relevant details, if any

**(Annexure VI of Acceptance of Tender Conditions)  
Form - D****AFFIDAVIT**

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM Rs. 10/- DULY  
CERTIFIED BY NOTARY PUBLIC)

Affidavit of Mr.....,

S/o.....R/o.....

I, the deponent above named do hereby solemnly affirm and declare a under:

1. That I am the Proprietor/Authorised Signatory of M/s.....having its Head Office / Regd. Office at.....
2. That the information / documents/ experience certificates submitted by M/s.....along with this tender to NHIDCL are genuine and true and nothing has been concealed.
3. I shall have no objection in case NHIDCL verifies them from issuing Authority (ies). I shall also have no objection in providing the original copy of the documents(s), in case NHIDCL demands so for verification.
4. I hereby confirm that in case, any document, information &/or certificate submitted by me and found to be incorrect/false/fabricated, NHIDCL at its discretion may disqualify / reject my application for pre-qualification out rightly and also debar me / M/s.....from participating in any future tenders / PQ.

**DEPONENT**

I,....., the Proprietor / Authorised Signatory of M/s....., do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from and that no part of it is false.

Verified at.....this.....day of .....

**DEPONENT**

**(Annexure VII of Acceptance of Tender Conditions)**

**Form - E**

**Undertaking for Engagement of Bridge Engineer**

I \_\_\_\_\_ (Authorized signatory) hereby undertake that the company shall engage a Bridge Engineer having a minimum experience of two bridges with total length of more than 135m.

**(Authorized Signatory)**

**Name:**

**Designation: Bridge Engineer**

**(Annexure VIII of Acceptance of Tender Conditions)**

**Form - F**

**Undertaking for Engagement of Tunnel Engineer**

I \_\_\_\_\_ (Authorized signatory) hereby undertake that the company shall engage a Tunnel Engineer having a minimum experience of design of one Highway tunnel of length 200m.

**(Signature)**

**Name:**

**Designation: Tunnel Engineer**

**(Annexure VIII of Acceptance of Tender Conditions)  
Form – G****AFFIDAVIT (original to be submitted in the envelope containing originals)**

1. I, the undersigned, do hereby certify that all the statements made in the enclosed attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s \_\_\_\_\_ have abandoned any work with National Highways & Infrastructure Development Corporation Ltd. nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by NHIDCL to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the NHIDCL and within the prescribed time.

\_\_\_\_\_  
(Signed by an Authorised Representative of the Firm)

\_\_\_\_\_  
Name of the Representative

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

\_\_\_\_\_  
DATE

(To be notarized by Notary)

**(Annexure IX of Acceptance of Tender Conditions)**

**Form – H**  
**UNDERTAKING**

**(Original to be submitted in the envelope containing originals)**

I,       The       undersigned       do       hereby       undertake       that       our       firm  
M/s\_\_\_\_\_ agree to abide by this bid for a period of  
90 days after the date fixed for receiving the same and it shall be binding on us and may be  
accepted at any time before the expiration of that period.

\_\_\_\_\_  
(Signed by an Authorised Representative of the Firm)

\_\_\_\_\_  
Name of the Representative

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

\_\_\_\_\_  
DATE

**(To be notarised by Notary)**

### **Section-3**

## **INSTRUCTIONS TO BIDDERS**

**INSTRUCTIONSTO BIDDERS****1. Central Procurement Portal**

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal website for e-Procurement at **[https:// eprocure.gov.in/ eprocure/](https://eprocure.gov.in/)**  
**app:-**

- (a) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the eprocurement/etender portal is a prerequisite for e-tendering.
- (b) Bidder should do the enrollment in the eProcurement site using the “Click here to Enroll” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email ID. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- (c) Bidder need to login to the site through their user ID/ password chosen during enrollment/ registration.
- (d) The Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- (e) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- (f) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- (g) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- (h) If there are any clarifications, this may be obtained online thro’ the tender site, or thro’ the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- (i) From my tender folder, he selects the tender to view all the details indicated.
- (j) Bidder then log in to the site through the secured login by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/SmartCard to access DSC.
- (k) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- (l) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- (m) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xLs/rar/zip/dwf



- formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- (n) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
  - (o) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
  - (p) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, at least one working date prior bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
  - (q) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
  - (r) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
  - (s) The details of the DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
  - (t) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
  - (u) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
  - (v) If the Financial Bid format is provided in a spread sheet file like BoQ\_XXXX, xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Financial Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
  - (w) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or

- the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- (x) After the bid submission (ie after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
  - (y) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
  - (z) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
  - (aa) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (ab) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- (ac) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- (ad) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone@ 1-800-233-7315 or send a mail over to cppp-nic@nic.in.

## **2.0 Introduction**

- 2.1 The Consultant firms are invited to submit Technical bid together with a Financial Bid. The tender will be the basis for technical discussions /negotiations if required and ultimately for a signed Contract with the selected Consultant firms.
- 2.2 Consultant firms should familiarize themselves with local conditions and take them into account while preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultant firms may like to visit the site before submitting their proposal. Consultant firms or his authorized representative should contact the following regarding site specific information and site visit enquiry.

**Name: Rajendra Kumar Chawla**

**Address: GM (Tech),  
National Highways and Infrastructure Development Corporation Ltd.  
Branch Office: 1st Floor, 5th Mile, M.P. Golai, Tadong, Gangtok, Sikkim-737102  
T:+91-3592-231014, F: +91-3592-231063; E-mail: nhidclskm@gmail.com  
Or**

**Yogesh Chand Srivastava  
GM(Tech)  
National Highways and Infrastructure Development Corporation Ltd.  
Head Office: 3<sup>rd</sup> Floor PTI building, 4 Parliament Street  
New Delhi-110001  
Mob No.95990022989**

- 2.3(a) The NHIDCL will provide the inputs to the consultant firms, if available. However, NHIDCL does not assume any Responsibility for any loss or financial damages on account of use of such information by consultant & consultants are advised to collect their own information for preparation, submission of bids & execution of services after award of work.
- 2.3(b) The Consultant firms shall be responsible for obtaining licenses and permits to carry out the services.
- 2.4 Consultant firms shall bear all costs associated with the preparation and submission of their proposals and contract negotiation, site visits etc.
- 2.5 The NHIDCL is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant firms.

## **2.6 Conflict of Interest**

- 2.6.1 NHIDCL policy requires that Consultant Firms provide professional, objective, and impartial advice and at all times hold the NHIDCL interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 2.6.2 (i) Without limitation on the generality of the foregoing, Consultants, 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:

### **Conflicting assignments**

- (ii) An Consultant firms (including its Personnel and Sub Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for

the same or for another Employer.

### **Conflicting relationship**

- (iii) An consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the NHIDCL staff who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) 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 NHIDCL throughout the selection process and the execution of the Contract.

2.6.3 Consultant firms have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the NHIDCL, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant firms or the termination of its Contract any time, throughout currency of the work.

2.6.4 No agency of current employees of the NHIDCL shall work as Consultants firms. Recruiting former employees of the NHIDCL to work is acceptable provided no conflict of interest exists.

## **2.7 Fraud and Corruption**

2.7.1 The NHIDCL requires that the Consultant firms participating in selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the NHIDCL:

- (a) defines, for the purpose of this paragraph, the terms set forth below:
  - (i) "corrupt practice" means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of public official in the selection process or in contract execution;
  - (ii) "fraudulent practice" means a willful misrepresentation or omission of facts or submission of fake/forged Documents in order to influence a selection process or the execution of a contract;
  - (iii) "collusive practices" means a scheme or arrangement whether formal or informal, between two or more consultants with or without the knowledge of the NHIDCL, designed to establish prices at artificial, non competitive levels, submission or non submission of Bids;
  - (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the Consultant firms recommended for award has, directly or through an agent, engaged in corrupt,

fraudulent, collusive or coercive practices in competing for the contract in question; and

- (c) will sanction an consultant firms, including declaring the consultant ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time determines that the consultant firms has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.

2.8 The consultants firms should be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

### 2.9 **Only One Proposal**

The consultant firm shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

### 2.10 **Proposal Validity**

The consultant firms tender must remain valid of tender for 90 days after the last date fixed for submission of tender including the extension(s) given, if any.

## 3. **Clarification and Amendment of Bid Documents**

3.1 Consultant firms may request for a clarification on any clause(s) of the Bid documents not later than 10 days before the last date for submission of proposals. Any request for clarification must be sent in writing, or by standard electronic means to the NHIDCL's address. The NHIDCL will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without disclosing the Source of query) to all Consultant firms. Should NHIDCL find it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure under para. 2.2. However NHIDCL reserves the right to respond to the queries after cut off date as mentioned above.

3.2 At any time before the submission of tender, NHIDCL may modify/ amend the bid document and extend the last date of submission/ opening of the tender by issuing a corrigendum/addendum. Any Corrigendum/Addendum thus issued shall form part of tender document and shall be posted only on <https://eprocure.gov.in> and the consultants are thus advised to update their information by using said website. To give the consultant reasonable time to take such amendments into account in their bids and on account of any other reasonable circumstances, NHIDCL may at its discretion, extend the deadline for the submission/opening of the tender.

## 4.0 **Preparation of Bid Proposal**

4.1 In preparing their tender, Consultant firms are expected to examine in detail

the tender document. The tender shall contain technical & financial Bids.

- 4.2 The bid proposals, all related correspondence exchanged by the Consultant firms & NHIDCL and the contract to be signed with the winning consultant shall be written in English language

4.3 **Technical Bid Proposal**

- a) The Technical bid containing invalid bid shall not include any financial information. A Technical bid containing Financial information shall be declared non responsive/invalid.
- b) The Technical bid will be declared non responsive/ invalid, if the bid is not accompanied by the requisite documents as stipulated in tender document.

4.4 **Financial Bid Proposals**

The Financial bid shall not include any commercial or technical condition/information. **Financial offer shall be submitted as lump sum Rate. (refer RFP Vol.-II)**

5.0 **Submission, Receipt and Opening of bids**

- 5.1 The original bids (Technical bid and Financial bid) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed tender documents must initial such corrections. Letter for acceptance of tender condition should be submitted in the prescribed format of Annexure-I, Section-1.
- 5.2 An authorized representative of the Consultant firms shall sign the Technical & Financial bids. The authorization shall be in the form of a legally enforceable written power of attorney executed on non-judicial stamp paper of appropriate value duly notarized and shall be submitted along with bid.
- 5.3 The NHIDCL shall open the Technical bid after the deadline for the submission of original in hard form as per NIT. The Financial bid shall remain securely stored.

6.0 **Tender Evaluation**

- 6.1 If required, the NHIDCL may seek clarifications on the technical bid of the applicants. If the clarifications sought by the NHIDCL are not received in stipulated period, technical evaluation then will be done based on available data in the technical bid. Evaluators of Technical bid shall have no access to the financial bid until the technical evaluation is concluded.

6.2 **Evaluation of Technical Bid**

6.2.1 Technical bid shall be evaluated only of those bidders who have submitted following documents. Otherwise bid shall be considered as Non-Responsive.

1. Demand Draft or Banker's Cheque of Rs. 50,000/-issued from any Nationalized or approved Scheduled Bank towards bid security.
2. Demand Draft or Banker's Cheque of Rs. 5,000/- issued from any Scheduled

- Bank towards cost of Bid Document.
3. Integrity Pact.
  4. Letter of Acceptance of tender conditions, in the prescribed format as enclosed.
  5. Copy of Service Tax Registration Number.
  6. Power of Attorney.
  7. Copy of Debarment/Enforcement.(if any).

6.2.2 Bidders fulfilling clause 5.2.1 above shall be technically evaluated as given hereunder.

Consultants empanelled with the MORTH for Bridge/Tunnel under Category –I(A), Category –I(B), Category –II & Category –IV vide Ministry’s letter No. RW/NH-34054/1/2006-S&R(B)-Part IV dated 01.08.2014, 15.01.2015 and 23.12.2013	Eligible for opening of Financial bids.
<p>If not empanelled with MORTH:</p> <p>(i)The firm should have average Turnover of Rs. 50 lakh in last three years. (Balance Sheet duly Audited shall be submitted)</p> <p>(ii) Undertaking for the employment of Bridge Engineer.</p> <p>(iii) Undertaking for the employment of Tunnel Engineer.</p> <p>(iv)The Bridge Design Engineer employed with the Consultant should have a minimum experience of two bridges with total length of more than 135m.</p> <p>(v) Tunnel Engineer employed with the Consultant should have a minimum experience of design of one highway tunnel of length 200m.</p>	If all these conditions are met by the Consultancy firm then the firm is eligible for opening of Financial Bid.

### 6.3 Evaluation of Financial Bid:

The Consultancy firms quoting the lowest rate in its Financial Proposal will be declared as L-1 Bidder.

### 6.4 Award of Contract

The contract will be awarded to the firm quoting the lowest rate in its Financial Proposal. i.e. L-1 Consultant by NHIDCL through a Letter of Award (LOA).The Consultant firms shall commence the assignment on the date and at the location specified by 10th day of issuance of LOA.

## 7.0 Confidentiality

Information relating to evaluation of tenders and recommendations concerning awards shall not be disclosed to the Consultant firms who submitted the tender or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its tender and then may be debarred from participating in future tenders.



Section-4

**CONDITIONS OF CONTRACT**

**&**

**TERMS OF REFERENCE (TOR)**

## **CONDITIONS OF CONTRACT**

### **1. Definitions**

For the purpose of the Agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- (a) “Applicable Law means the laws and any other instruments having the force of law in the Government’s country as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) “foreign currency” means any currency other than the currency of the Government;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of India;
- (g) “local currency” means the currency of the Government;
- (h) “Member”, in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities;
- (i) “Personnel” means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof; “foreign Personnel” means such persons who at the time of being so hired had their domicile outside India; and “local Personnel” means such persons who at the time of being so hired had their domicile inside India;
- (j) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- (k) “Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
- (l) “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (m) “Subconsultant” means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (n) “Third Party” means any person or entity other than the Government, the Client, the Consultants or a Subconsultant.

## 2.0 Scope of Work:

NHIDCL would furnish the area schedule for various functions to the A Consultancy firms, the Consultancy firms shall, there upon, render the following services and deemed to be included in their quoted price unless mentioned otherwise:

### 1 Scope of Work

Study for the proposed Rangpo bridge & structure for Chisopani tunnel shall be carried out as follows:

#### 1.1 Stage-I(Preliminary Stage)-Providing three options each for location

##### 1.1.1 **Initiation of Work, review of available reports/data & identification of requirement of secondary data & data source**

The consultant shall review the reports/ data available with the client & with BRO pertaining to the project. The secondary data requirement shall be identified, sought & reviewed. The aspects of data sourcing addressing the assignment would be discussed in detail with the officials of NHIDCL. The sources identified, would be approached & the consultant would collect the relevant data/information.

##### 1.1.2 **Reconnaissance of project study area**

Site inspection and interaction with client for the proposed location and the areas to be connected by the new Rangpo bridge, Chisopani Tunnel and their approach structures shall be carried out. In this site inspection visit, basic features like type of terrain, geological formation, type of foundations, possible bridge length near Rangpo, length of structure (Viaduct/Reinforced Embankment/Tunnels) near Chisopani Tunnel, suitability of approach alignment will be reviewed in order to finalize the exact location (from alternatives identified by NHIDCL) based on earlier studies. All further studies will be carried out on these finalized alignments. If any modification is required to the alignments for finalization of structures, they shall be incorporated in the final proposals. The discussions with client will also cover review of work plan and methodology proposed by the consultant, setting forth secondary data requirements, identify their availability and source.

##### 1.1.3 **Conceptual Planning of proposed structures**

###### (a) **Rangpo bridge location**

The consultant shall carry out the study of the Topo-sheets and Google maps of the area/corridor near to existing Rangpo bridge. Consultant explore possible alternatives for access to the proposed bridge and a suitable alignment shall be conceived, taking into account natural topography, geology & land use of the area. The alternative alignments shall be marked on the topo-sheets and maps/drawings for finalization of alignment.

###### (b) **Chisopani Tunnel location**

The consultant shall carry out the study of the Topo-sheets and Google maps of the area/corridor near to existing Chisopani Tunnel for construction of another double tube tunnel. Consultant shall explore possible alternatives to widen carriageway (to 2-lane NH standard) at the location of the existing Chisopani tunnel (narrow). The proposed structure including Tunnel/Viaduct/Reinforced embankment on approach shall be chosen, taking into account natural topography, geotechnical parameters, waterway of Teesta river &

stability of hill slopes in the area. The alternatives(alignment & structural configuration) shall be marked on the topo-sheets and maps/drawings for finalization.

#### 1.1.4 **Selection of length, type and span configuration of bridge & structure.**

##### (a) **Proposed Rangpo bridge**

The consultant will conduct studies to decide the most suitable type, length and span configuration for proposed road bridge with due consideration to ground features, hydraulic parameters, functional requirements, time taken for execution, proven technologies & costs. Three options with GAD shall be submitted with merits, demerits and cost effect for finalization of one by the NHIDCL.

##### (b) **Proposed Tunnel/Structure near Chisopani Tunnel location**

The consultant will conduct studies to decide the most suitable type, length and span configuration for proposed structure (viaduct/reinforced embankment) with due consideration to ground features, hydraulic parameters, functional requirements, time taken for execution, proven technologies & costs. All the options with GAD with merits, demerits and cost shall be submitted to NHIDCL to finalize one option.

#### 1.2 **Stage-II (Investigation report and GAD)**

After approval of Structures of both locations by NHIDCL. Sub soil investigation and collection of data required by data required for design of Bridge as per Standard Indian Practice being in Highway Sector. All the Samples collected shall be tested in IITs/NITS/Govt. Accredited Laboratory and authentic test reports shall be part of all designs.

#### 1.2.1 **Collection & analysis of hydraulic data and deciding hydraulic design parameters for Rangpo Bridge & Structure near Chisopani Tunnel :**

##### (a) **Proposed Rangpo bridge**

Collections of hydraulic data from the concerned Govt. /Local authorities pertaining to the concerned reach of river Rangpo to study the river behavior for establishing the design parameters for construction of the proposed 2-lane road bridge adjacent to existing Rangpo bridge .

##### (b) **Proposed Structure near Chisopani Tunnel**

Consultant shall collect the hydraulic data from the concerned Govt. /Local authorities/NHPC pertaining to the concerned reach of river (Teesta) to study the river behaviour for establishing the design parameters for construction of the proposed 2-lane structure (Double Tube Tunnel/Viaduct/Reinforced embankment) adjacent to existing Chisopani Tunnel.

#### 1.2.2 **Topographic & Hydrographic survey around proposed bridge & tunnel location**

##### (a) **Topographic & Hydrographic survey around Rangpo bridge location**

Topographic & Hydrographic survey of river Rangpo between high banks from 0.5 km upstream of the proposed bridge alignment to 0.5 km downstream for developing of survey plan showing existing features viz. channel configuration, embankments, location of temporary & permanent structures, etc shall be carried out. Topo-graphic & Hydrographic survey shall be carried out as per standard practice/IRC Codes.

##### (b) **Topographic survey around Chisopani Tunnel location**

Topographic survey of the proposed structure/ alignment near existing tunnel for the selected alternative alignment corridor for developing of survey plan showing existing

features viz. existing tunnel & road configuration, embankments, location of temporary & permanent structures, etc shall be carried out upto a distance of 1.0 km (0.50 km each end of existing Chisopani tunnel) along the road within a corridor of 25m. Topo-graphic survey shall be carried out as per standard practice.

(c) **Preparation of Survey Plans**

Drawings showing the longitudinal sections, cross sections and contour plans for proposed Rangpo bridge & for structure near the Chisopani tunnel alignment shall be prepared & submitted by consultant.

**1.2.3 Approaches and Linkages for Proposed Rangpo bridge**

Topographic survey of the approaches for Rangpo Road Bridge in a corridor width of 50 m (max) or upto possible extent from proposed approach centre line upto proposed meeting point with existing road network/proposed termination point, shall be carried out. Consultant shall study the connectivity of proposed alignment (w.r.t proposed bridge upto a maximum length of 0.25 km both end/bank) with existing road on both end of proposed bridge.

**1.3 Stage-III(Technical Schedules design and drawings)**

**1.3.1 Geo-technical investigations**

Site specific geological conditions along a bridge/structure alignment plays a prominent role in influencing major decisions regarding planning, designing and construction of bridge/structure. To understand the geology of the underlying strata, geotechnical information regarding nature of ground, ground water conditions, engineering and other scientific parameters is essential for anticipating ground behaviour.

To establish the above Geotechnical investigation as detailed in subsequent para shall be carried out by consultant for deciding the input parameters for design:

- a) **Proposed Rangpo Bridge & approach :** At this stage provision for Geotechnical investigations for 8 nos. of bore holes (total 160 m depth of boring) shall be carried out. 4 nos. bore hole in river portion and 4 nos. (2 no. on each bank) bore hole in approach shall be conducted. The test of all the samples shall be carried out in IIT/NIT/Govt Accredited lab (decided by NHIDCL). The test results shall form part of report. The exact location, number of boreholes and depth for Geo-technical investigation for the rock/soil shall be finalized after planning the proposed Rangpo bridge & Structure (viaduct/reinforced embankment) alignment, finalization of span/length and analyzing the existing geological details /soil investigation data, if any.
- b) **Proposed structure near Chisopani Tunnel & approach:** At this stage provision for Geo-technical investigations for max. 10 nos. of bore holes (total 100m depth of boring) shall be carried out. The drilling shall be conducted to the specified depths in soil. In case of rock the drilling shall be terminated at the depth of 5 m inside sound rock. In situ /Lab tests shall be conducted to get the information of sub soil strata and the parameters required for the preliminary design including RQD values at various depths.
- c) **Mapping of Geology of the Chisopani Tunnel area**  
Geological mapping of the area shall be carried out to observe & make note of geological features such as type of strata, existence of outcrops, dips and strike of strata, discontinuities, folds, faults, ground water regime etc, if required.

**1.3.2 Design & drawings of proposed Rangpo Bridge & proposed Structure near Chisopani Tunnel**

To prepare the Technical Schedules and drawings for EPC mode and to assess the cost of the proposed Rangpo bridge & approach, proposed structure near Chisopani tunnel & approach, consultant shall carry out/ prepare & submit the generic design and drawings of the superstructure, substructure & foundation of proposed Rangpo road bridge and required design and drawings of proposed Tunnel/Structure (viaduct/reinforced embankment) near Chisopani tunnel based on Geotechnical investigation and field investigation details as per standard practice of Highway sectors in India.

**1.3.3 Bid document of proposed Rangpo Road Bridge, Structure near Chisopani Tunnel & Approaches**

For execution of works in EPC (Engineering Procurement & Construction) mode in consultation with Employer. The Bid document shall cover all schedules and specifications required for a successful bid process management resulting for tendering the project on EPC for international/local competitive bidding for the proposed Rangpo Road Bridge, proposed structure near Chisopani Tunnel & Approaches construction.

**1.3.4 Detailed study of ancillary structures and connectivity to proposed Rangpo Road Bridge, Structure near Chisopani Tunnel & Approaches**

Consultant shall carry out the detailed study for ancillary structures like widening /improvement of existing road, as per requirement for new Rangpo road bridge & proposed structure near Chisopani tunnel connectivity. Approach & existing road alignment modification shall be finalized as per the project/development requirement.

**1.3.5 BOQ and cost estimates of proposed Rangpo Road Bridge, Structure near Chisopani Tunnel & Approaches**

Consultant shall prepare and submit the bill of quantities and cost estimate for the proposed Rangpo road bridge & proposed structure (viaduct/reinforced embankment) near Chisopani tunnel and approaches based on the generic design and drawings to prepare the bid documents.

1.3.6 Approaches shall be designed for 30 msa and actual CBR (tested as per manual)

1.3.7 It shall establish Temporary Bench Marks (TBM) two in numbers for each location.

**1.4 Stage-IV (Review of Environmental Study Report & Land Acquisition Plans)**

The consultant shall carry out detailed review/Study of the available Environmental (EIA, EMP, SIA R&R etc.) & Land Acquisition (LAP & LRP) study report/document, which have been submitted to relevant Ministry/Departments to obtain 'No Objection Certificate' for the proposed project and prepare both which shall be submitted alongwith or latest within 10 days.

**3.0 Payment of Remuneration:****3.1 Remuneration**

The fee includes planning, designing and periodical supervision during construction of the project, travel expenses towards periodical supervision, for attending meetings with NHIDCL offices visits to local authorities, etc. by the Consultant and or by their technical persons.

All payments shall be made in Indian currency only.

### 3.2 The Consultancy Fee:

NHIDCL agrees to pay the Consultant firm fees for the professional services to be rendered by them as herein above described at Clause 4. (The above fee is inclusive of fee payable by the Consultant to any other Consultant/Associate(s) and nothing extra shall be payable by NHIDCL for this purpose. The Consultant shall be reimbursed the service tax subject to submission of proof of payment of service tax).

### 4.0 Mode of Payment:

i) Milestone payment schedule for various activities are as under:

Stage	Milestone achieved	Extent of payment
I	At time of Providing three options each for location	10% of the fees payable
II	All Investigations report and GAD	25% of the fees payable.
III	Technical Schedules designs & drawings	35% of the fees payable.
IV	Land Acquisition plan	10% of the fees payable.
V	Award of Civil Work Contract	20% of the fees payable.

### 5.0 Additions, Alterations and Variation:

- i. NHIDCL shall have the right to request in writing for additions alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the consultants shall comply with such requests without any extra cost. **However, if technical requirement warrants more than 10% increase in bore hole length payment will be reduced or increased proportionally.**
- ii. The Consultant shall not make any material deviation, alteration, addition to or omission from the work except without first obtaining the written consent of NHIDCL.

**5.1** If the work in full or part is withdrawn by NHIDCL, proportionate consultancy fee shall be paid only up to the stage for which the consultancy work has been completed and the consultant shall have no further claim whatsoever on this account from NHIDCL.

**5.2** If any additional works are awarded by from NHIDCL, and if NHIDCL desires, the consultant shall carry out additional work. However this will be considered subject to the satisfactory performance of the consultant and the consultancy fee shall be calculated as per payments decided by NHIDCL and the consultant shall have no further claim whatsoever on this account from NHIDCL.

## **6.0 Taxes**

- a) All taxes, income tax and any other leviable tax (except Service Tax) in connection with the execution of the contract levied by the statutory Authorities/State/Central Govt. of India/State Govt. or any local authorities on the consultant in accordance with the applicable law shall be borne by the consultant and are deemed to be included in their bid price. The tenderers shall note that the Tax Deduction at Source (TDS) as per applicable law shall be made from the payments due/made to the consultants which shall not be reimbursed.
- b) The Service tax as applicable shall be reimbursed by NHIDCL on actual production of receipt of deposit duly authenticated by Chartered Accountant. However, consultant has to mention Service Tax Number in the invoice and amount of Service Tax should be shown separately in the bill.
- c) Any enhancement of taxes/duties by the authorities/Government of India/State Government, during currency of this contract shall be borne by the Consultant only which shall not be reimbursed by NHIDCL.

## **7.0 Performance Security/Guarantee**

- 7.1 For the due performance of the contract in accordance with the terms and conditions specified, the consultant shall on the day or before signing the contract which shall not be later than 10 (ten) days from the issue of the Letter of Award, furnish performance security/Guarantee on the Proforma prescribed by NHIDCL from a Nationalized/Scheduled Bank to the extent of 5% of the value of total consultancy fees of consultant. The Bank Guarantee shall remain valid till stipulated time for completion of work plus 120 days. The Bid Security paid by the Consultant shall be returned to the consultant after receipt of Performance Guarantee.
- 7.2 The Bank Guarantee shall be in favour of NHIDCL, payable at New Delhi. The Bank Guarantee should be (in the prescribed format of NHIDCL as per Section-6) issued from any Nationalized Bank.
- 7.3 It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. It is also expressly understood and agreed that the performance security is not to be construed to cover any damages detailed/ stipulated in various clauses in the Contract document.
- 7.4 The performance security will be discharged by NHIDCL and returned to the



Consultancy firms after successful physical completion of the project at site and submission of completion drawings and documents to NHIDCL and statutory bodies.

- 7.5 NHIDCL reserves the right of forfeiture of the performance guarantee in addition to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.
- 7.6 Should the stipulated time for completion of work for whatever reason get extended, the consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to NHIDCL before the expiry date of the Bank Guarantee originally furnished.

## **8.0 Retention Money**

5% of the fee payable to the consultant shall be retained from each running bill as "Retention Money", in addition to the performance guarantee.

The retention money will be discharged by NHIDCL and returned to the Consultancy firms after successful physical completion of the project at site and submission of completion drawings and documents to NHIDCL and statutory bodies.

NHIDCL reserve the right of forfeiture of the performance guarantee in additions to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

## **9.0 Completion period:**

- a. The overall completion period for the execution of this project from the date of commencement of work shall be mentioned in NIT.
- b. If at any stage, the Project has been delayed by the acts of authorities or by the deployed contractor for the work, nothing extra shall be payable to the consultant. However suitable extension of time for completion of work shall be granted accordingly.
- c. Escalation/Price Variation  
No claim / additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.

## **10.0 Commencement of Work:**

The commencement of work will be considered from 10<sup>th</sup> day of issuance of

LOA.

The Consultancy firm has to submit detailed program of the work as per the below mentioned guidelines within 10 days from the date of commencement of the work. The time schedule submitted by the Consultant shall include time for obtaining required approvals, completion certificate etc. from local bodies. However, if delay is caused by the local bodies beyond reasonable control of the consultant, the department may consider such delays favourably.

#### **11.0 Compensation for Delay:**

The time allowed for carrying out the work as specified in clause 9.0 (a) shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the consultants. The work shall throughout, the stipulated period of the contract, be processed with all diligence.

The Consultant will be required to complete the entire job within stipulated time. No extension of time for completing the same shall be given owing to any variations made in the works by the orders of the NHIDCL, unless the NHIDCL in consequences of such variations extends the time allowed to NHIDCL for the completion of the works.

In case the Consultant fails to complete the work within the Contract period or extended period as above owing to reasons attributable to Consultant, liquidated damages @ 1 % per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant. NHIDCL shall be entitled to deduct such damages from the dues that may become payable to the consultant. If the work is held up at site due to non-availability of Drawings/Specifications/Other Details as per mutually agreed schedule, penalty proportionate to the value of the work which is held up, shall be imposed on the consultant.

#### **12.0 Abandonment of Work:**

- i) That if the consultant abandons the work for any reason whatsoever or become incapacitated from acting as consultant as aforesaid, the NHIDCL may make full use of all or any of the drawings prepared by the consultant and that the consultant shall be liable to refund any excess fees paid to them upto that date plus such damages as may be assessed by the NHIDCL.
- ii) If at any time after start of work, the NHIDCL decides to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the works to be carried out, the NHIDCL shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

- 12.1** If at any time after award/start of work, the NHIDCL decides to abandon or reduce the scope of work for any reason whatsoever the NHIDCL shall give

notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

### **13.0 Termination:**

NHIDCL without any prejudice to its right against the consultants in respect of any delay or otherwise or to any claims or damages in respect of any breaches of the contract and without prejudice to any right or remedies under any of the provisions of this contract may terminate the contract by giving one months notice in writing to the consultants and in the event of such termination, the consultant shall be liable to refund the excess payment, if any, made to them over and above what is due in terms of this agreement on the date of termination. NHIDCL may make full use of all or any of the drawings prepared by the consultants.

In case due to any circumstances, the NHIDCL decides to curtail the scope of work or totally abandon the work, the payment to the consultant would be made based on Clause 30 above and approved preliminary estimate or estimated cost or awarded cost whichever is less up to the stage of work executed by him immediately before taking such a decision.

### **14.0 Number of Drawing Sets etc. and Copyright:**

The Consultant shall supply free of charge to the NHIDCL, the adequate no. as specified elsewhere of following documents in soft as well as hard copy.

- a) Detailed Project Reports with coloured drawings.
- b) All the Drawings and estimates to be submitted to NHIDCL.
- c) Complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications.
- d) All working drawings for all the components (Good for Construction Drawings).
- e) Detailed estimates and rate analysis of all works.
- f) Completion drawings and detailed documents.
- g) Tender documents/tender drawings as per NHIDCL requirements.

The Consultant shall supply free of charge to the NHIDCL all the estimates, details of quantities (BOQ) detailed designs, reports and any other details envisaged under this agreement, Including drawings would be supplied by the consultants as indicated above. Any extra sets of drawings. All these drawings will become the property of the NHIDCL.

The drawing cannot be issued to any other person, firm or authority or used by the consultants for any other project. No copies of any drawing or document shall be issued to anyone except the NHIDCL and authorized representative of NHIDCL.

## 15.0 Determination or Rescission of Agreement:

The NHIDCL without any prejudice to its right against the Consultant in respect of any delay by notice in writing absolutely may determine the contract in any of the following cases:

- i. If the consultants being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.
- ii. If the consultants commit breach of any of the terms of agreement. When the consultants have made themselves liable for action under any of the clauses aforesaid, the NHIDCL shall have powers :a) to determine or rescind the agreement b) to engage another consultant(s) to carry out the balance work at the risk and cost of the consultant and debiting the consultant(s) the excess amount, if any, so spent.

In case contract of consultant is determined, the Performance Guarantee and Security Deposit of the consultant shall stand forfeited. The decision of NHIDCL in this regard shall be final and binding on the consultant.

## 16.0 Responsibilities for Accuracy of Project Proposals

- a. The Consultant shall be responsible for the accuracy of the technical / financial data collected and the designs, drawings, quantities and estimates prepared by him as a part of the project. He shall indemnify NHIDCL against any inaccuracy in the work, which might surface out at the time of ground implementation of the project. In such an eventuality, the consultant will be responsible to correct the drawings including re-investigations etc. as required without any extra cost implication on NHIDCL.
- b. The Consultant shall fully indemnify the NHIDCL from and against all claims and proceedings for or on account of any infringement of any patent right, design, trade mark or name or other protected rights in respect of any construction plant, machinery work or material used for or in connection with the work or temporary works.
- c. NHIDCL reserves the right to award the work of one or more sectors/area to one or more consultant. Nothing extra shall be paid on this account. Further the payment of consultancy fees shall be regulated as mentioned under the para 4.0 "Mode of Payment".

## 17.0 Force Majeure Clause

Consultant/Consultancy Firm shall be granted extension of the completion date without any financial repercussion to cover the delay caused by the circumstances viz incidence of war, invasion, revolution, sabotage, work shutdown imposed by Govt. agencies or legislature or other authorities, act of God, epidemics, fires, earth quakes, floods explosions, accidents, sea navigation blockages or any other acts or events whatsoever which are beyond the control of NHIDCL and which shall directly or indirectly prevent completion of the works within the time specified in the agreement. This Force Majeure Clause shall be applicable only if extension of the completion date is granted to NHIDCL.

## **18.0 Withholding and Lien of Payment**

Whether any claim or claims for payment of money arises out of or under the contract against the Consultant, the NHIDCL shall be entitled to withhold and also to have a lien to retain in whole or in part, the security deposit, performance guarantee and or to withhold and have a lien to retain in part or in full the payments due to the consultant, or any claims of the consultant, so as to cover the claimed amount till the claim arising out of or under the contract is determined by the competent court.

## **19.0 Jurisdiction**

The agreement shall be governed by the Indian Law for the time being in force and the Courts in Delhi alone will have jurisdiction to deal with matter arising there from.

## **20.0 General:**

1. The scrutiny of the drawing, and designs by the NHIDCL own supervisory staff, if any, does not absolve the Consultant of their responsibility under the agreement. The Consultant shall remain solely responsible for structural soundness of the design and other services for all provisions of the contract so as to satisfy the particular requirement of the specifications.
2. The Consultancy firms shall supply to the NHIDCL copies of all documents, instructions issued to Consultancy firms, if any, relating to the work, drawings, specifications, bill of quantities and also other documents as may be required.
3. The Consultant hereby agree that the fees to be paid as provided herein (clause 3.0) will be in full discharge of function to be performed by him and no claim whatsoever shall be against the NHIDCL in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.
4. While providing consultancy services, the consultant shall ensure that there is

no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Consultant shall keep NHIDCL indemnified all the times and shall bear the losses suffered by NHIDCL in this regard.

5. Consultant shall appoint and notify a team of two senior officials of his organization as nodal officers to represent the consultant in all the Meetings /presentations with Local Municipal Corporation Authorities/ State/ NHIDCL/Central Govt. or any other agency.
6. All designs and drawings shall be the property of NHIDCL. The name and logo of NHIDCL shall be pre-dominantly displayed on all the drawings and documents. The consultant shall not put his name or firms name on any of the documents/drawings. The name of Consultant shall be written as Associate Consultant on all drawings/documents only after their approval from all the concerned authorities.
7. The originals of approved completion drawings shall be on good quality reproducible tracing paper and soft copy of all the drawings & design shall have to be given on compact disc (CD). The proprietary rights of all the design shall remain with NHIDCL.
8. The Consultant shall be required to sign an Agreement with NHIDCL within 10 days of the receipt of LOA based on these terms & conditions.
9. Recovery/Penalties can be recovered from the Consultancy Fee/BID SECURITY/BG of the other works that the consultant is doing or would be doing for NHIDCL at that time.

## 21.0 SUSPENSION OF WORKS

- (a) The consultant shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons:
  - i) On account of any default on part of the Consultant, or
  - ii) for proper execution of the works or part thereof for reason other than the default of the Consultant, or
  - iii) if the work is partly or fully abandoned/suspended by NHIDCL for any reasonsThe consultant shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-incharge.
- (b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above.
  - i) the Consultant shall be entitled to an extension of the time equal to the

period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.

- ii) In the event of the Consultant treating the suspension as an abandonment of the Contract by NHIDCL, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the work in full or part.

## **22.0 Arbitration**

- 22.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 26.2, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 22.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration Act. The venue of such arbitration shall be New Delhi, and the language of arbitration proceedings shall be English.
- 22.2 There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

## **Section-5**

### **FINANCIAL PROPOSAL** (As per RFP Vol-II)



## **Section-6**

### **FORMATS**

- i) Proforma of Performance Guarantee**
- ii) Agreement Form**
- iii) Integrity Pact**
- (iv) LOA**



**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

To

**Managing Director, NHIDCL**

National Highway &amp; Infrastructure Development Corporation Ltd.

PTI Building, 3rd Floor,

4, Parliament Street

**New Delhi-110001**

WHEREAS.....(name and address of Contractor ) hereinafter called “the contractor” has undertaken, in pursuance of LOA No. .... Dated ..... to execute..... (Name of Contract and brief description of Works) (hereinafter called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee by a Nationalized /Scheduled bank of India for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs..... (amount of guarantee) (Rupees..... (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Bank Guarantee, and we hereby waive notice of any such change, addition or modification.

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

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

This Bank Guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period.

Notwithstanding anything contained herein before, our liability under this Bank Guarantee is

restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ in words) and the Bank Guarantee shall remain valid till \_\_\_\_\_. Unless a claim or a demand in writing is served upon us on or before \_\_\_\_\_ all our liability under this Bank Guarantee shall cease.

12. 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 there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

13. Bank Guarantee has been sent to Authority's Bank through SFMS gateway as per the details below:

Sno	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank transport Bhawan No.1, Parliament Street, New Delhi-110001

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

\$

Insert date being 2 (two) years from the date of issuance of this Guarantee (in accordance with Clause 7.2 of the Agreement)

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(Code Number)

(Address)

NOTES:

(i)

(ii)

The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

The address, telephone number 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 USE OF STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS) HAS BEEN MADE MANDATORY BY I.B.A FOR BANK GUARANTEE TRANSACTIONS. WITH IMMEDIATE EFFECT.

BANK GUARANTEES WILL BE CONTINUED TO BE ISSUED IN PAPER FORM AND DELIVERED TO THE BENEFICIARY/APPLICANT HOWEVER IN

ADDITION TO THIS A SEPARATE ADVISE OF THE BG IS TO BE SENT BY  
ISSUING BANK TO ADVISING BANK THROUGH SFMS, ONLY AFTER  
WHICH PAPER BG WOULD BECOME OPERATIVE

**FORM OF AGREEMENT**

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 2016 between the National Highway Infrastructure Development Corporation Ltd, New Delhi (hereinafter called “the Employer” of the one part and \_\_\_\_\_ (here in after called “the Contractor”) of the other part.

AND WHEREAS the Employer invited bids from eligible bidders of the execution of certain works, viz **“Specialised Consultancy Services for ‘Good for Tender’ design based on detailed investigations, costing and preparation of Technical Schedules of EPC documents of (i) Construction of Additional Bridge adjacent to the existing bridge at Km 52.100 on NH-10 at Rangpo at the border of West Bengal and Sikkim State (ii) Construction of Chisopani Traffic Tunnel at Km 67.24 on NH-10 in East Dist., Sikkim”**

AND WHEREAS pursuant to the bid submitted by the Contractor, vide \_\_\_\_\_ (here in after referred to as the “BID” or “ÖFFER”) for the execution of works, the Employer by his letter of acceptance dated \_\_\_\_\_ accepted the offer submitted by the Contractor for the execution and completion of such works and the remedying of any defects thereon, on terms and conditions in accordance with the documents listed in para 2 below.

AND WHEREAS the Contractor by a deed of undertaking dated \_\_\_\_\_ has agreed to abide by all the terms of the bid, including but not limited to the amount quoted for the execution of Contract, as stated in the bid, and also to comply with such terms and conditions as may be required from time to time.

AND WHEREAS pursuant to the bid submitted by the Contractor vide \_\_\_\_\_ (hereinafter referred to as the “the Offer”), the employer has by his letter of acceptance no. \_\_\_\_\_ - dated \_\_\_\_\_ accepted the offer submitted by the Contractor for the execution and completion of such works and the remedying of any defects therein, on terms and conditions in accordance in the conditions of particular application and condition included hereinafter;

AND WHEREAS the Contractor has agreed to undertake such works and has furnished a Performance Security pursuant to clause 7.1 of Section-3.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement works and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to;
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement viz.
  - a) Notice inviting e-Tender
  - b) RFP
  - c) Technical Proposal.

- d) Financial Proposal.
  - e) Integrity pact
  - f) Corrigendum, if any
  - g) Other documents, if any
3. The foregoing documents shall be constructed as complementary and mutually explanatory one with another. Should any ambiguities or discrepancy be noted then the order of precedence of these documents shall subject to the condition of particular applications be as listed above.
  4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respect with the provisions of the contract.
  5. the Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties here to have caused this Agreement to be executed the day and year first before written.

Signed, sealed and delivered by the said Employer through his Authorized Representative and the said Contractor through his Power of Attorney holder in the presence of:

**Binding Signature of Employer** \_\_\_\_\_ **Binding Signature of Contractor** \_\_\_\_\_

For and on behalf of National Highway&  
Infrastructure Development Corporation Ltd.

(Name of Consultancy Firm)

In the presence of

1. Name:  
Address:

2. Name:  
Address:

In the Presence of

1. Name:  
Address:

2. Name:  
Address:

**INTEGRITY PACT**

BETWEEN

**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED**

(NHIDCL) hereinafter referred to as "**The Principal**" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

..... hereinafter referred to as "**The Bidder/Contractor**" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract(s) for (**Name of the contract**) (**hereinafter referred to as the 'Project'**). The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal may appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

**Section 1 - Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a. No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Contractor(s)/Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Contractor(s)/Bidder(s) the same information and will not provide to any Contractor(s)/Bidder(s), confidential/additional information through which the Contractor(s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons. **The Principal shall** obtain bids from **only** those parties who have been short-listed or pre qualified or through a process of open advertisement/web publishing or any combination thereof.



- (2) If the Principal obtains information on the conduct of any of its employees, Contractor(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and **subject to its discretion**, can **additionally** initiate disciplinary actions.
- (3) The Principal will enter into agreements with identical conditions with all Contractor(s)/Bidder(s) **for the different Work Packages in the aforesaid Project**
- (4) The Principal will disqualify from the tender process all Contractor(s)/Bidder(s) in the range of Rs 50 Crore and above, who do not sign this Pact or violate its provisions.

## **Section 2 - Commitments of the Bidder(s) / Contractor(s)**

- (1) The Bidder(s) / Contractor(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign

Suppliers" is annexed and marked as Annex-"A".

- (e) The Bidder(s)/ Contractor(s) will, when submitting 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.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and/ or exclusion from future contracts.**

- (1) If the Bidder(s)/ Contractor(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or terminate the contract, if already awarded, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of GCC /SCC of the tender/contract.
- (2) If the Contractor(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Contractor(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.
- (3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the contractor from further tender/contract award processes.
- (4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (5) If the Contractor(s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

### **Section 4: Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the awarding of the Project according to Section 3, the

Earnest Money Deposit (BID SECURITY)/Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/Contractor(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Contractor (s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.

- (2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the contractor, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.

The Contractor(s)/Bidder(s) be in addition to the Bidder(s)/Contractor(s), as terms of Section 3 *above* understands and agrees that this will disqualification and exclusion of the may be imposed by the Principal in

### **Section 5: Previous transgression**

- (1) The Bidder(s)/Contractor(s) herein declares that it has committed no transgressions in the last 3 years with any other Company in any country conforming to the anti corruption approach as detailed herein or with government/ any other Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Contractor(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/Contractor(s) can be black listed in terms of Section 3 above.

### **Section 6: Independent External Monitor / Monitors**

- (1) The Principal shall, in case where the Project Value is in excess of Rs 50 Crore and above, appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.
- (2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the MD, NHIDCL. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid Monitor.
- (3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The

Monitor shall report to the Managing Director, NHIDCL.

- (4) The Bidder(s)/Contractor(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s) /Contractor(s) with confidentiality.
- (5) The Principal will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor.
- (6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the Principal and request the Principal to discontinue and/or take corrective action, or to take other relevant action (s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.
- (7) The Monitor will submit a written report to the MD, NHIDCL within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.
- (8) If the Monitor has reported to the MD, NHIDCL, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, NHIDCL, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, NHIDCL / MD.
- (9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

## **Section 7 Criminal Contractor(s)/charges against violating Bidder(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or an associate of a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the Chief Vigilance Officer, NHIDCL/MD.

## **Section 8 - Duration of the Integrity Pact**

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Contractor(s), 3 (three) months after the last payment under the Contract is made and in case of the

unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

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

The Bidder(s)/Contractor(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of the Principal, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Contractor(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

## Section 9 - Other provisions

- (1) This Agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement shall remain valid and binding. In such a case, the parties will strive to come to an Agreement in accordance to their original intentions.
- (5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal)

(For & On behalf of Bidder/  
Contractor)

(Office Seal)

(Office Seal)

Place —

Date —

**Witness 1:**

(Name & Address)

**Witness 2:**

(Name & Address)

## Letter of Acceptance

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

Dated: .././2016

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Kind Attention: \_\_\_\_\_

**Subject:** “Specialised Consultancy Services for ‘Good for Tender’ design based on detailed investigations, costing and preparation of Technical Schedules of EPC documents of (i) Construction of Additional Bridge adjacent to the existing bridge at Km 52.100 on NH-10 at Rangpo at the border of West Bengal and Sikkim State (ii) Construction of Chisopani Traffic Tunnel at Km 67.24 on NH-10 in East Dist., Sikkim”-**Letter of Acceptance-Reg**

Sir,

This is to notify you that your bid dated \_\_\_\_\_ for **“Specialised Consultancy Services for ‘Good for Tender’ design based on detailed investigations, costing and preparation of Technical Schedules of EPC documents of (i) Construction of Additional Bridge adjacent to the existing bridge at Km 52.100 on NH-10 at Rangpo at the border of West Bengal and Sikkim State (ii) Construction of Chisopani Traffic Tunnel at Km 67.24 on NH-10 in East Dist., Sikkim”** for the Contract Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only), excluding service tax is hereby accepted by National Highways & Infrastructure Development Corporation Ltd.

Accordingly, pursuant to clause 7.0 of Conditions of Contract of the RFP, you are requested to furnish an unconditional Bank Guarantee towards Performance Security for Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) within 10 days from the date of this LOA as per the specified format given under Sec. III of RFP.

Further we request that, within 7 days of the date issue of this Letter of Acceptance you prepare the Advisory Services Agreement, in duplicate, on Government Stamp Paper and meet with the undersigned at the address provided during normal office hours on any working day to sign the Agreement.

One copy of the signed Agreement will be provided to you, while the original copy will remain with us.

General Manager (Technical)

“Specialised Consultancy Services for ‘Good for Tender’ design based on detailed investigations, costing and preparation of Technical Schedules of EPC documents of (i) Construction of Additional Bridge adjacent to the existing bridge at Km 52.100 on NH-10 at Rangpo at the border of West Bengal and Sikkim State (ii) Construction of Chisopani Traffic Tunnel at Km 67.24 on NH-10 in East Dist., Sikkim”

