



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

**Consultancy services for preparation of Project Report for four different Roads in the  
North-Eastern State**

**Request for Proposals**

(Volume –I)

**April, 2016**

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

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**CONTENTS**

<b>NOTICE INVITING E-TENDER</b>	<b>:</b>	<b>Section - 1</b>
<b>ACCEPTANCE OF TENDER CONDITIONS WITH ALL ANNEXURES</b>	<b>:</b>	<b>Section - 2</b>
<b>INSTRUCTIONS TO BIDDERS</b>	<b>:</b>	<b>Section - 3</b>
<b>CONDITIONS OF CONTRACT</b>	<b>:</b>	<b>Section - 4</b>
<b>AND SCOPE OF WORK</b>		
<b>FINANCIAL PROPOSAL</b>	<b>:</b>	<b>Section - 5</b>
<b>FORMATS</b>	<b>:</b>	<b>Section - 6</b>
<i>(a)</i>	Proforma of Performance Bank Guarantee	
<i>(b)</i>	Form of Agreement	
<i>(c)</i>	Integrity Pact	

**SECTION-1**

**NOTICE INVITING E-TENDER**

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

No. -----

Dated -----

**NOTICE INVITINGe-TENDER**

**Name of the work: Consultancy services for preparation of Project Report for four  
different roads in the North-Eastern State**

1. DoNER has entrusted work of rehabilitation/ re-construction/widening and development of following four roads in or passing through Arunachal Pradesh, Assam and Nagaland, to NHIDCL:
  - i. Doimukh to Harmuti Road (16 km.) in the State of Arunachal Pradesh and Assam including Gulajuly and Gumlu Bridges.
  - ii. Tura-Mankachar road ( 3.98 km) in Assam portion
  - iii. Saiphai-Bagha Bazar (16.5 km.) section in Assam of Sherkhan-Bagha Bazar Road
  - iv. Wokha-Merapani-Golaghat (66.9 km.) in Nagaland and Assam.
2. NHIDCL intends to take up the Consultancy Services for preparation of Project Report using LiDAR/Equivalent Technology for the four roads mentioned above.
3. 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 complete BID document 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>. from 08.04.2016 to 06.05.2016 (up to 17.00 Hrs. IST). Bid must be submitted online only at <https://eprocure.gov.in> on or before 06.05.2016 (1700 hours IST). Bids received online shall be opened on 06.05.2016 at 1730 hours IST). Bid through any other mode shall not be entertained. However, Bid Security, document fee, and Power of Attorney shall be submitted physically by the Bidder on or before 06.05.2016 ( 1700 hours IST), Please note that the NHIDCL reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.

#### 4. **Brief Scope of Work:**

**4.1** The Consultant shall prepare the Project Report for repair/ rehabilitation/ reconstruction/widening and development\* of four roads mentioned in para (1) above, using LiDAR or equivalent Technology . In case, some of the services mentioned in the scope of work, cannot be performed by LiDAR, the Consultant may use the conventional method.

\* *Only those roads/section of roads shall be widened to 3.75m carriageway width which have carriageway width less than 3.75m.*

#### 4.2 **The brief activities involved are:**

- i. Detailed reconnaissance survey with GPS.
- ii. Topographic survey: Topographic surveys as per guidelines of latest IRC: SP-19. The width of survey corridor should be the existing ROW including the extent of embankment and cut slopes and general ground profile.
- iii. Three days , 24 Hours traffic survey
- iv. Road inventory survey through LiDAR: Detailed road inventory survey shall be carried out to collect details of all existing road and pavement features along with existing road sections. It shall include:
  - (a) Carriage way surface- type and width, shoulder surface type and width,
  - (b) Sub-grade/local soil type
  - (c) Horizontal , vertical curve
  - (d) Road intersection
  - (e) Retaining structures
  - (f) Location of water bodies, if any
  - (g) General drainage condition & Drainage structures proposal
  - (h) Details of utility services and other physical features
- v. Pavement condition survey:
- vi. Sub-grade characteristic and strength
- vii. Inventory for bridges, culverts and structures
- viii. Condition survey for bridges, culverts and structures
- ix. Material investigation and identification of source of the various materials
- x. Design of road and pavement using the alternatives as per IRC -37: 2012
- xi. Design of embankment and slope protection
- xii. Design of cross drainage structures, wherever re-construction is proposed
- xiii. Rehabilitation of existing cross drainage structures
- xiv. Analysis of rates of various items and preparation of cost estimate.

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- xv. Analysis of rates of various items and preparation of cost estimate using geo-textile product.
  - xvi. Section wise quantity estimation of various BOQ items using LIDAR
  - xvii. Preparation of Project Report, Documents and Drawings
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- 5. **Time for completion:** The Consultant shall complete and submit the study/detailed report as per scope of work in 3 (three) **months** from the date of letter to proceed.
  - 6. **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 envelope while submitting the proposal.
  - 7. **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) or <https://eprocure.gov.in>. Corrigendum, if any, would appear on these web sites only and shall not be published elsewhere.
  - 8. 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.
  - 9. Information and instructions for tenderers posted on website shall form part of the bid document.
  - 10. 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)
  - 11. The intending tenderer(s) must have valid class-III Digital Signature Certificate to submit the bid.
  - 12. 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.
  - 13. 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.
  - 14. 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.
  - 15. Integrity Pact duly signed by the tenderer shall be submitted. Any bid without signed Integrity Pact shall be rejected.
  - 16. **Bid Security:**
    - 16.1 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/Banker’s Cheque in favour of “National Highways & Infrastructure Development Corporation Ltd. payable at New Delhi (the“Bid Security”)
    - 16.2 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. Bid Security of all other bidders shall be returned in 15 days.
- 16.3 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.
- 16.4 The NHIDCL shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 16.5 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.
  - (c) In the case of a selected Consultant, if the Consultant fails to sign the Agreement.

## 17. 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

18. Mode of Submission: Bid must be submitted online only at <https://eprocure.gov.in> on or before 06.05.2016 (1700 hours IST). Bids received online shall be opened on 06.05.2016 at 1730 hours IST). Bid through any other mode shall not be entertained. However, Bid Security, document fee, and Power of Attorney shall be submitted physically by the Bidder on or before 06.05.2016 ( 1700 hours IST), Please note that the NHIDCL reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.

18.1 The following documents are to be submitted online as Technical Bid. The Technical bid shall not contain in financial bid Financial Bid Proposals . The Financial Bid Proposals shall be submitted separately. (refer RFP Vol.-II) .

- a) Scan Copy of Demand Draft or Banker's Cheque issued from any Nationalized or a Scheduled Bank in India having a net worth of at least Rs. 1000 crores, towards

bid security.

- b) Scan Copy of Demand Draft or Banker's Cheque issued from any Nationalized or a Scheduled Bank in India having a net worth of at least Rs. 1000 crores, towards cost of Bid Document.
- c) Scan Copy of Integrity Pact.
- d) Scan Copy of Letter of Acceptance of tender conditions in the prescribed format, alongwith all enclosures, as per section 2 of RFP.
- e) Scan Copy of Power of Attorney
- f) Scan Copy of Proof of Eligibility as per clause 6.2.2 of Instructions to Bidders
- g. Scan Copy of Debarment/Enforcement (if any).

**18.2 Financial Bid Proposals( to be submitted on line only):**

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)

- 19. Before the last date and time of submission of bid as notified, the tenderer can submit revised bid any number of times.
- 20. 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 bid security as aforesaid. Further the tenderers shall not be allowed to participate in the re-bidding process, if any.
- 21. 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.
- 22. 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.
- 23. Date of start of work shall be reckoned from the 7th day after letter to proceed.
- 24. 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, TOR, 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.

25. 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.
26. 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 should have been expelled from any project or contract by any public entity nor should have had any contract terminated by any public entity for breach by such Bidder.
27. The Bidder shall provide details of all their on-going projects along with updated stage of litigation, if so, against the Authority / Governments.
28. The Bidder shall also provide details of updated on-going process of blacklisting if so, under any contract with Authority / Government.
29. The Authority reserves the right to reject an otherwise eligible bidder on the basis of the information provided under clause 26, clause 27 & clause 28. The decision of the Authority in this case shall be final and binding.

**Critical Date Sheet**

Bid Document Publishing Date	:	08.04.2016 (1500 hrs)
Bid Document Download/ Start Date	:	08.04.2016 (1530 hrs)
Last date for submission of Pre-Bid Queries	:	18.04.2016 (1700 hrs)
Pre-Bid meeting	:	20.04.2016 (1500 hrs)
Reply to Pre-Bid Queries	:	22.04.2016 (1730 hrs)
Bid submission End Date (Physical as well as online)	:	06.05.2016 (1700 hrs)
Opening Date of Technical Bid	:	06.05.2016 (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 A. M. Prasad  
General Manager(Technical)  
NHIDCL, 3<sup>rd</sup> floor, PTI Building  
4, Parliament Street,  
New Delhi-110001**

**Sub: Consultancy services for preparation of Project Report for four different Roads in the North-Eastern State**

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 uploaded 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 2 of RFP.
  - e. Power of Attorney
  - f. Proof of eligibility as per clause 6.2.2 of Instructions to Bidders.
  - 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 II of Acceptance of Tender Conditions)****Form – B****Details of Specialists working personnel on regular basis with firm:**

<b>S. No.</b>	<b>Name</b>	<b>Specialisation</b>	<b>Details of Projects Undertaken</b>
A.			
B.			
C.			
D.			
E.			
F.			
G			

**(Annexure III of Acceptance of Tender Conditions)****Form – C****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 from the client
  - ii)* Copy of Award letter
  - iii)* Other relevant documentary evidence, if any.

**(Annexure IV of Acceptance of Tender Conditions)****Form – D****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 V of Acceptance of Tender Conditions)**

**Form - E**

**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 are 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 VI of Acceptance of Tender Conditions)**

**Form – F**

**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 VII of Acceptance of Tender Conditions)**

**Form – G**

**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/app>:-

- (i.) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e Procurement/e Tender portal is a prerequisite for e-tendering.
- (ii.) Bidder should do the enrollment in the e Procurement 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.
- (iii.) Bidder need to login to the site through their user ID/ password chosen during enrollment/ registration.
- (iv.) 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.
- (v.) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- (vi.) 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.
- (vii.) 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.
- (viii.) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- (ix.) From “my tender” folder, select the tender to view all the details indicated.
- (x.) Bidder can then log in to the site through the secured login by entering the user id/ password chosen during enrolment/registration and then by entering the password of the eToken/SmartCard to access DSC.
- (xi.) Bidder can then select the tender which he/she is interested in by using the search option & then moving it to the ‘my tenders’ folder.
- (xii.) It is construed that the bidders have read all the terms and conditions before submitting their offer. Bidders should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- (xiii.) Bidders should ready the bid documents to be submitted, in advance, as indicated in the tender document/schedule and generally, they can be in

PDF/xls/rar/zip/dwfformats. 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 portal 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 if the file size is less than 1 MB the transaction uploading time will be very fast.

- (xiv.) If there are any clarifications, they may be obtained through the site, or during the pre-bid meeting, if any. Bidders should take into account the corrigendum published from time to time before submitting their online bids.
- (xv.) 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 sent along with bid documents during bid submission. This will facilitate faster bid submission process by reducing upload time of bids.
- (xvi.) Bidders 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 (TIA), at least one working date prior to bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- (xvii.) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- (xviii.) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- (xix.) The details of the DD/Banker's Cheque 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.
- (xx.) 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.
- (xxi.) 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.
- (xxii.) 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.
- (xxiii.) The bidders are requested to submit the bids through online e-tendering system to the 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.

- (xxiv.) After the bid submission (i.e. 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.
- (xxv.) 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.
- (xxvi.) 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.
- (xxvii.) 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.
- (xxviii.) 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.
- (xxix.) 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.
- (xxx.) 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](mailto: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 visit the site before submitting their proposal. Consultant firms or their authorized representatives should contact the following regarding site specific information and site visit enquiry.

**Name: Manoj K. Jain**  
**GM (Projects),**  
**National Highways & Infrastructure Development Corporation Ltd.**  
**Branch Office: House No. 78, Jawahar Nagar Road, Jaya Nagar Chariali,**  
**Guwahati, Assam – 781 022**  
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**Or**

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- 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) A Consultant firm (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) A 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 at Consultant's firm. 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 to a public official which he/she is not legally entitled to, to influence their action(s) 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 firm 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 impose a sanction on the consultant firm, 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 firm's tender must remain valid 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 as per the schedule mentioned in the Critical Date Sheet in Section – 1. 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. 3.2. However NHIDCL reserves the right to respond to the queries after cutoff 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 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-2.

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 a Scheduled Bank in India having a net worth of at least Rs. 1000 crores, towards bid security.
2. Demand Draft or Banker's Cheque of Rs. 5,000/- issued from any Nationalized or a Scheduled Bank in India having a net worth of at least Rs. 1000 crores, towards cost of Bid Document.
3. Integrity Pact.
4. Letter of Acceptance of tender conditions, in the prescribed format as enclosed.
5. Power of Attorney.
6. Copy of Debarment/Enforcement.(if any).

6.2.2 Bidders fulfilling clause 6.2.1 above shall be technically evaluated as given hereunder:

<p>Consultants empanelled with the MORTH for Bridge under Category –I(A), or Category –IB vide Ministry’s letter No. RW/NH-34054/1/2006-S&amp; R(B)-Part IV dated 01.08.2014, 15.01.2015 and 23.12.2013, with experience of preparation of DPR of at least one project of minimum 60 km length during last five years</p>	<p>Eligible for opening of Financial bids.</p>
<p>If not empanelled with MORTH:</p> <p>(i) The firm should have a minimum average turnover of Rs. 2 ( two) crore during past three years. (Balance Sheet duly Audited shall be submitted)</p> <p>(ii) Experience of preparation of DPR of atleast one project of minimum 60 km length during last five years</p>	<p>If both of the conditions are met by the Consultancy firm then the firm is eligible for opening of Financial Bid.</p>

### 6.3 Evaluation of Financial Bid:

The Technically responsive 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 to proceed. The Consultant firms shall commence the assignment within 7 days of letter to proceed.

## 7.0 Negotiation:

7.1 Prior to the expiration period of proposal validity, the Client will notify the most preferred Consultant i.e. the lowest bidder consultant in writing by registered letter, cable, telex or facsimile and invite him to negotiate the Contract.

7.2 Negotiations will commence with discussion on technical proposal, the proposed methodology (work plan), staffing and any suggestions made to improve the TOR, the staffing and bar charts, which will indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention will be paid to optimize the required outputs from the Consultants to ensure satisfactory implementation of the Assignment.

## **8 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**

**&**

**SCOPE OF WORK**

**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 3.1;
- (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 Sub consultant 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) “Sub consultant” 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 Consultant or a Sub consultant.

## 2.0 Scope of Work:

The Consultancy firms shall, render the following services and deemed to be included in their quoted price.

### 2.1 Scope of Services:

- i. Detailed reconnaissance survey with GPS.
- ii. Topographic survey: Topographic surveys as per guidelines of latest IRC: SP-19. The width of survey corridor should be the existing ROW including the extent of embankment and cut slopes and general ground profile.
- iii. Three days , 24 Hours traffic survey
- iv. Road inventory survey through LiDAR: Detailed road inventory survey shall be carried out to collect details of all existing road and pavement features along with existing road sections. It shall include:
  - (a) Carriage way surface- type and width, shoulder surface type and width,
  - (b) Sub-grade/local soil type
  - (c) Horizontal , vertical curve
  - (d) Road intersection
  - (e) Retaining structures
  - (f) Location of water bodies, if any
  - (g) General drainage condition & Drainage structures proposal
  - (h) Details of utility services and other physical features
- v. Pavement condition survey:
- vi. Sub-grade characteristic and strength
- vii. Inventory for bridges, culverts and structures
- viii. Condition survey for bridges, culverts and structures
- ix. Material investigation and identification of source of the various materials
- x. Design of road and pavement using the alternatives as per IRC -37: 2012
- xi. Design of embankment and slope protection
- xii. Design of cross drainage structures, wherever re-construction is proposed
- xiii. Rehabilitation of existing cross drainage structures
- xiv. Analysis of rates of various items and preparation of cost estimate.
- xv. Analysis of rates of various items and preparation of cost estimate using geo-textile product.
- xvi. Section wise quantity estimation of various BOQ items using LIDAR
- xvii. Preparation of Project Report, Documents and Drawings

**2.2 Requirement of suitable Key Personnel:**

Required as per scope of work.

**2.3 Time Duration: 3.0 Months.****2.4 Costing:**

Type of Expenditure		Cost
<b>Manpower</b>	Required as per Scope of Work	
<b>Miscellaneous</b>	Field Investigation and Surveys Office, Accommodation, Travel, Consumables, and other miscellaneous expenses.	
<b>Total</b>	<b>Manpower + Miscellaneous</b>	

**3.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services:

**3.2 Remuneration**

The fee includes planning, designing, travel expenses towards attending meetings with NHIDCL offices at Delhi and Guwahati including visits to local authorities etc. by the Consultant and or by their technical personnel.

All payments shall be made in Indian currency only.

**3.3 The Consultancy Fee:**

NHIDCL agrees to pay the Consultant firm fee for the professional services to be rendered by them as herein after 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 payments schedule for various activities are as under:**

<b>Stage</b>	<b>Milestone achieved</b>	<b>Extent of payment</b>	<b>Time of Achievement of Milestone</b>
<b>1</b>	Inception Report	10% of the fees payable.	10 days
<b>2.</b>	Submission of LiDAR Report	20% of the fees payable.	30 days
<b>3.</b>	Submission of draft final Report	30% of the fees payable.	75 days
<b>4</b>	Submission of final Report	25% of the fees payable.	90 days
<b>5</b>	Award of Civil Work Contract	15% 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.
- 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.
- iii. **Variations**

If the overall variations in actual cost of project w.r.t. the approved estimated cost are more than 5% (five percent), Consultant shall be levied penalty maximum up to 10% of the consultancy fees which shall be recovered from their final bill. The decision of the NHIDCL in this regard shall be final and binding on the Consultancy firms.

- 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 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 of, or before signing the contract which shall not be later than 7 (seven) 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 6 months of successful completion of the services 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 6 months of successful completion of the services to NHIDCL and statutory bodies.

NHIDCL reserves 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 the date of issue of letter to proceed.

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 certificates 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 Performance Penalty:**

The Consultant will indemnify for any direct loss or damage that accrue due to deficiency in services in carrying out the “Good for Project” report. Penalty shall be imposed on the Consultant for poor performance/deficiency in services as expected from the Consultant, and as stated in the scope of works.

**i. Penalty for Delay**

In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day to a maximum of 5% of the contract value will be imposed and recovered from payments due/performance security. However in case of delay due to reasons beyond control of the Consultant, suitable extension time will be granted.

**ii. Penalty for Error/Variation**

If the designs, drawings, investigation reports, and other works as defined within the scope of works, are found to be erroneous at a later stage, a penalty of 5% of the contract value will be imposed on the Consultant. For this purpose, retention money equivalent to 5% of contract value will be forfeited.

**12.0 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 Consultant 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

**13.0 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 does not require the whole or any part of the work 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.

#### **14.0 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 3.0 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.

#### **15.0 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.
- b) All the Drawings.
- c) Section wise quantity estimation of various BOQ items using LiDAR
- d) Detailed estimates and rate analysis of all works.

Any extra sets of 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.

#### **16.0 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 aforementioned, 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.

### **17.0 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".

### **18.0 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.

### **19.0 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.

### **20.0 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.

## **21.0 General:**

1. The scrutiny of the drawing, and designs by the NHIDCL's 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 at all 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 on the DPR. The name of Consultant shall be written as Associate Consultant on all drawings/documents only after DPR is approved 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 7 days of the receipt of letter to proceed, 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.

## **22.0 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 reasons

The 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-in-charge.

(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.

## **23.0 Arbitration**

- 23.1 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 23.2. 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.
- 23.2 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 & 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 operable 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)

54

(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 \_\_\_\_\_ 2015 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“ Consultancy Services for Preparation of Project Report for four different Roads in or passing through Arunachal Pradesh, Assam and Nagaland”

AND WHEREAS pursuant to the bid submitted by the Contractor, vide \_\_\_\_\_ (here in after referred to as the “BID” or “OFFER”) 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.

### **Section7 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.

### **Section8-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.

### **Section9-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:“ Consultancy Services for Preparation of Project Report for four different Roads in or passing through Arunachal Pradesh, Assam and Nagaland”-Letter of Acceptance-Reg**

**Sir,**

This is to notify you that your bid dated \_\_\_\_\_ for “Consultancy Services for Preparation of Project Report for four different Roads in or passing through Arunachal Pradesh, Assam and Nagaland” 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 7 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.

(A.M.Prasad)  
General Manager (Technical)

