

Letter of Invitation (LOI)

NHIDCL/AMLCP/Srinagar & Kerala/2020

Dated: 21.02.2020

Sub: *Consultancy Services for Feasibility Study, Preparation of Detailed Project Report Architectural & Structural Design of Automated Multilevel Car Parking System at the following 05 locations in Srinagar in the UT of Jammu & Kashmir and in the State of Kerala:*

- (i) Poloview Park, Srinagar
- (ii) Nehru Park, Srinagar
- (iii) Baka Masjid Batmallo, Srinagar
- (iv) Meerak Shah Taxi Stand Batmallo, Srinagar
- (v) Kachedipady, Ernakulam, Kochi, Kerala

1 INTRODUCTION

National Highways and Infrastructure Development Corporation Ltd. (NHIDCL) has been entrusted with the assignment of *Consultancy Services for Feasibility Study, Preparation of Detailed Project Report Architectural & Structural Design of Automated Multilevel Car Parking System at the following 05 locations in Srinagar in the UT of Jammu & Kashmir and in the State of Kerala:*

- (i) Poloview Park, Srinagar
- (ii) Nehru Park, Srinagar
- (iii) Baka Masjid Batmallo, Srinagar
- (iv) Meerak Shah Taxi Stand, Batmallo, Srinagar
- (v) Kachedipady, Ernakulam, Kochi

The tentative area of these locations are given in Appendix-I.

NHIDCL invites proposal from Empanelled DPR consultants for carrying out the subject work at the aforementioned 05 locations. The Timelines for Activities for the project of Feasibility Study, Preparation of Detailed Project Report Architectural & Structural Design of Automated Multilevel Car Parking System as per **Appendix-VIII**.

- 1.1 A brief description of the assignment and its objectives are given in Section V of RFP. However cost estimate of the project shall be based on SOR of the respective States.
- 1.2 NHIDCL invites Financial Proposals only (the “Proposals”) *through e-tender* (on-line bid submission) for selection of DPR Consultant (the “Consultant”) from the following Consultants, who are empanelled with NHIDCL for *Feasibility Study, Preparation of Detailed Project Report Architectural & Structural Design of Automated Multilevel Car Parking System*.
 - i. M/s Delhi Integrated Multi Modal Transit System Ltd. (DIMTS), New Delhi
 - ii. M/s VSK Associates, New Delhi
 - iii. M/s Effective Architectural Services
 - iv. M/s Renu Khanna & Associates
 - v. M/s Kitco Ltd
 - vi. M/s SM Consultants for the subject work

The above Consultants are hereby invited to submit proposals in the manner prescribed in the LOI.

- 1.2.1 The work shall be awarded to the Consultant(s) *location wise* based on their quote for a particular location. The Consultant who quotes the lowest price for a location

out of the 05 locations will be declared the L1 bidder i.e. successful bidder for that location.

- 1.3 To obtain first hand information on the assignment and on the local conditions, the consultants are encouraged to pay a visit to the client, local State PWDs and the project site before submitting a proposal. They must fully inform & acquaint themselves of local and site conditions and take them into account in preparing the proposal.
- 1.4 The works will be awarded to the L1 bidder(s) based on the lowest cost for each location. However, Authority reserves its rights to reject any bid without assigning any reasons thereof.
- 1.5 Please note that (i) costs of preparing the proposal and of negotiating the contract, including visits to the Client, etc., are not reimbursable as a direct cost of the assignment; and (ii) Client is not bound to accept any of the proposals submitted and reserve the right to reject any or all proposals without assigning any reasons.
- 1.6 The proposals must be properly signed by the authorized signatory as detailed below:
 - i. By the proprietor in case of a proprietary firm
 - ii. By the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly Notarized **shall accompany the Proposal**).
 - iii. By a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly Notarized **shall accompany the proposal**).
- 1.7 **Bid Security**
 - 1.7.1 The applicant shall furnish as part of its Proposal, a Bid Security of Rs.2,00,000/- (Rupees Two Lakh Only) in the form of Demand Draft only, issued by one of the Nationalized/Scheduled Banks in India, in favour of the Managing Director, National Highways Infrastructure Development Corporation Ltd payable at New Delhi valid for a minimum period of 60 days from the last date of submission of proposals. The Bid Security of unsuccessful bidders will be released after the issuance of LoA to the successful bidder. Bid Security of the successful bidder shall be returned after the signing of the Contract Agreement.
 - 1.7.2 Any Bid not accompanied by the Bid Security of the required value and validity shall be rejected by the Authority as non-responsive.
 - 1.7.3 The NHIDCL shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
 - 1.7.4 The Applicant, by submitting its application pursuant to this LOI/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 the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia* the time, cost and effort of the NHIDCL in regard to LOI/RFP including the consideration and evaluation of the Proposal under the following conditions:
 - a) If an Applicant withdraws its Proposal during the period of its validity as specified in this LOI/RFP and as extended by the Applicant from time to time.

- b) In case of the Selected Applicant, if the Applicant fails to submit the Performance Guarantee within the given time frame.

2 DOCUMENTS

- 2.1 For the preparation of the proposal, please find and use the attached documents listed in the para 3 below.
- 2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the Documents by addendum or corrigendum. The amendment will be uploaded on NHIDCL website. The Client may at its discretion extend the deadline for the submission of proposals and the same shall also be uploaded on NHIDCL website.

3 PREPARATION OF PROPOSAL

The proposal must be prepared as below:

Part 1: Responsiveness of the Proposal

Part 2: Financial Proposal

- 3.1 Those proposals will be considered responsive, who has submitted the following:
- i. **Tender Document fee:** The fee for the tender document amounting to Rs.5,000/- (Rupees Five Thousand only) in the form of Demand Draft in favor of Managing Director, 'National Highways & Infrastructure Development Corporation Ltd.' payable at New Delhi must be furnished in a separate envelope while submitting the proposal.
 - ii. **Bid Security:** Bid Security of Rs. 2,00,000/- (Rupees Two lakh only) in the form of Demand Draft in favor of Managing Director, 'National Highways & Infrastructure Development Corporation Ltd.' payable at New Delhi must be furnished in a separate envelope while submitting the proposal.
 - iii. Power of Attorney on a stamp paper of Rs.100 and duly notarized authorizing the authorized signatory of the firm for this project.
 - iv. Cover letter for Financial Proposal in the form of Appendix-III. The proposal must not include any financial information.

3.2 Financial Proposal

- 3.2.1 The Financial proposal should be submitted on lump sum cost basis assessed by the consultant to be associated with the assignment. These shall cover all the requisite Survey, Investigation, Feasibility Study including Soil Investigation, Preparation of Detailed Project Report containing financial model, including support staff and logistics/transportation etc. Financial Proposal should be prepared strictly using the formats attached in Appendix IV. Financial Proposal should clearly indicate the amount asked for by you without any assumptions of conditions attached to such amounts. Conditional offer or the proposal not furnished in the format attached in Appendix-IV (BoQ) shall be considered as non- responsive and is liable to be rejected. Financial bid (i.e. BoQ) should be submitted through online mode only.

Other documents such as Tender fee, Bid Security, Power of Attorney , etc to be submitted in hard copy as well as online in the CPP portal.

3.2.2 The financial proposal shall take into account cost of insurance specified in the Appendix-V

3.2.3 **Costs shall be expressed in Indian Rupees by the domestic as well as by the foreign Consultant.** The payments shall be made in Indian Rupees by the National Highways & Infrastructure Development Corporation Ltd.

4 SUBMISSION OF PROPOSALS

4.1 The applicant must submit original proposal as indicated in para 3. The documents in physical form to be submitted on or before Bid Due Date as a part of proposal will be sealed in an outer envelope, which will bear the address of the officer in charge inviting the bid and shall be submitted to NHIDCL on or before the deadline for submission of bids. The envelope must be clearly marked:

Consultancy Package Nos.Project Name

Do not open, except in presence of the opening/evaluation committee

4.1.1 This envelope will contain the following:

- i. **Document fee** for the document amounting to Rs.5,000 (Rupees Five Thousand only) in the form of Demand Draft favoring '**Managing Director, National Highways & Infrastructure Development Corporation Ltd.**' payable at **New Delhi** must be furnished while submitting the proposal.
- ii. **Bid Security:** Bid Security for an amount of Rs. 2,00,000/- (Rupees Two lakh only) in the form of Demand Draft favoring '**Managing Director, National Highways & Infrastructure Development Corporation Ltd.**' payable at **New Delhi** must be furnished while submitting the proposal.
- iii. Power of Attorney on a stamp paper of Rs.100/- and duly notarized authorizing the authorized signatory of the firm for this project.
- iv. Cover letter for Financial Proposal in the form of Form-I of Appendix-III. The proposal must not include any financial information.

Note: Marking of Bids

The Bid Security to be submitted in a separate envelope-1 clearly inscribed 'Document Fee' over the envelope.

The Tender Document Fee to be submitted in a separate envelope-2 clearly inscribed 'Tender Document Fee' over the envelope.

All other documents i.e. Power of Attorney, Cover Letter, etc to be submitted in a separate envelop-3.

All these above envelopes are to be put and submitted in a single envelope-4 clearly inscribed therein the name of the subject work and its package no.

4.2 The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.

- 4.3 Envelope containing the documents as mentioned in the above para 3.1 must be delivered on or before the scheduled time and date at the address stated in LOI/RFP. Financial Proposal for the package shall have to be submitted online also on or before the time and date at the address stated in Data Sheet.
- 4.4 Your proposal must be valid for 60 days from the closing date of submission of proposal.

5 PROPOSAL EVALUATION

5.1 Stage I- Responsiveness of the Proposal

The proposal shall only be considered responsive for Financial Opening if:

- i. The proposal is accompanied by Tender Document fee of Rs. 5000/-.
- ii. The Proposal is accompanied by Bid Security of Rs.2,00,000/- (Rupees Two Lakh only) in the form of DD and of validity equal or more than the minimum required validity.
- iii. The documents are properly signed by the authorized signatories and whether the proposal contains proper Power of Attorney as mentioned at para 1.7.1 above
- iv. Cover letter for Financial Proposal in the form of Form-I of Appendix-III. The proposal must not include any financial information.
- v. The proposals shall be received on or before the dead line of submission.

5.2 Only the responsive proposals are eligible for Financial Opening.

5.3 Stage II- Evaluation of Financial Proposal

Financial proposal of the responsive firm in the stage I will be opened. . For financial evaluation, total cost of financial proposal excluding Goods & Service Tax shall be considered. Goods & Service Tax shall be payable extra.

For a particular location, the Consultant with the lowest financial quote for each location shall be declared as the **successful bidder (L-1 bidder) for that location**. However, Authority reserves it rights to reject any bid without assigning any reasons thereof.

6 PERFORMANCE SECURITY

- 6.1 The consultant will furnish within 10 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee equivalent to 10% of the total contract value from a Nationalized Bank, IDBI or ICICI Bank/ HDFC Bank/Axis Bank/Any Scheduled Bank approved by RBI having a net worth of not less than Rs.50 crore as per latest Annual Report of the Bank. The Bank Guarantee will be released by NHIDCL upon expiry of 3 years beyond the date of completion of services, or end of civil works contract, whichever earlier, provided rectification of errors if any, found during implementation of the contract for civil work and satisfactory report by NHIDCL in this regard is issued. However, if contract is foreclosed / terminated by NHIDCL at Inception Stage, with no fault of Consultant, Performance Security shall be released within three months from date of foreclose / termination. If a Consultant fails to

submit the Performance Security (as specified above), the Bid Security submitted by the Consultant shall be forfeited.

7 PENALTY

The consultant will indemnify for any direct loss or damage that accrue due to deficiency in services in carrying out Detailed Project Report. Penalty shall be imposed on the consultants for poor performance/ deficiency in service as expected from the consultant and as stated in Appendix-VI.

8 AWARD OF CONTRACT

The Client shall issue Letter of Award to the successful Consultant(s) and instruct the Consultant(s) to provide Performance Security as in Para 6 above.

9. Signing of Contract Agreement

After having received the performance security and having it verified, the Client shall invite the successful bidder(s) for signing of Contract Agreement on a date and time convenient to both parties within 15 days of receipt of Performance Security. The General Conditions of Contract, Special Conditions of Contract and Integrity Pact enclosed as Appendix - IX , X and XI respectively will form the integral part of the Contract Agreement. Date of Commencement of Services shall be considered from the date of signing of Contract Agreement or 15 days from receipt of Performance Security, whichever is earlier.

10 CONFIRMATION

We would appreciate you informing us by facsimile/e-mail *whether or not you will submit a proposal.*

Thanking you.

(PC Chanana)

General Manager (Tech), NHIDCL
2nd Floor, PTI Building,
4-Parliament Street
New Delhi-110001
Tel: 011-23461621
[E-mail: pc.chanana59@gov.in](mailto:pc.chanana59@gov.in)

Appendix - I

Details of the assignment proposed for DPR preparation:

| Sr. No. | Location | State | Approx Area available |
|---------|--|--------|-----------------------|
| 1. | Poloview Park Srinagar | J&K | 3.90 Kanal |
| 2. | Nehru Park Srinagar | J&K | 5.80 Kanal |
| 3. | Baka Masjid Barmallo Srinagar | J&K | 6.50 Kanal |
| 4. | Meerak Shah Taxi Stand Batmallo Srinagar | J&K | 5.44 Kanal |
| 5. | Kachedipady, Ernakulam, Kochi, Kerala | Kerala | 1013 sq.m |

The layout plans have been uploaded separately.

Format for Bank Guarantee for Performance Security (For individual work)
BANK GUARANTEE FOR PERFORMANCE SECURITY

To,

**MD, National Highways & Infrastructure Development
Corporation Ltd,
3rd Floor PTI Building, 4 Parliament Street,
New Delhi-110001**

In consideration of "National Highways & Infrastructure Development Corporation Ltd" (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M / s having its office at . (Hereinafter referred to as the "Consultant" which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement no. / Letter of Acceptance No. dated and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs. /- (Rupees.....) excluding Goods Et service tax for "**Consultancy Services for preparation of Detailed Project Report of <Project Description> (Total Length -) on NH-.....**in the states of under - Contract Package No. (Hereinafter called the "Contract"), and the Consultant having agreed to furnish a Bank Guarantee to the Client as "Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs / - (Rupees).

We, having registered office at, a body registered/constituted under the (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all money payable by the Consultant to the extent of Rs. .(Rupees .) as aforesaid at any time up to

.without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

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

matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

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.

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

Notwithstanding anything contained herein,

a) Our liability under this Bank Guarantee is limited to Rs.(Rupees.....) and it shall remain in force up to and includingand shall be extended from time to time for such period as may be desired by M/s....., on whose behalf this guarantee has been given.

b) This Bank Guarantee shall be valid up to

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee).

(Signature of the Authorized Official)

(Name Et Designation with Bank Stamp)

NOTE:

- (i) The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.
- (iii) The bank guarantee for Rs 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).

(Form-I)

FINANCIAL PROPOSAL

FROM:

TO:.....

.....

.....

.....

.....

Subject: Consultancy Services for Feasibility Study, Preparation of Detailed Project Report Architectural & Structural Design of Automated Multilevel Car Parking System at the following locations in Srinagar in the UT of Jammu & Kashmir and in the State of Kerala

I/WeConsultant/consultancy firm herewith enclose *Financial Proposal for selection of my/our firm/organization as Consultant for the(name of the work).....

Yours faithfully,

Signature:.....

Name of the Authorized Signatory:.....

Designation:.....

BoQ**(to be submitted online only)**

Tender Inviting Authority: National Highway & Infrastructure Development Corporation Ltd., PTI Building, 3rd Floor, 4, Parliament Street, New Delhi-110001, Ph. 011-23711101

Name of Work: Consultancy Services for Feasibility Study, Preparation of Detailed Project Report Architectural & Structural Design of Automated Multilevel Car Parking System at the following locations in Srinagar in the UT of Jammu & Kashmir: (i) Poloview Park Srinagar (ii) Nehru Park Srinagar (iii) Baka Masjid Barmallo Srinagar (iv) Meerak Shah Taxi Stand Batmallo. Contract Package No. NHIDCL/AMLCP/Srinagar/2020

Bidder
Name :**PRICE SCHEDULE**

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

| NUMBER | TEXT # | NUMBER # | TEXT # | NUMBER # | NUMBER # | TEXT # |
|----------------------|--|---------------|--------|--|-----------------------------------|-------------------------------------|
| Sl. No. | Item Description | Quantity | Units | RATE In Figures To be entered by the Bidder in Rs. (Without GST) | TOTAL AMOUNT in Rs. (Without GST) | TOTAL AMOUNT In Words (Without GST) |
| 1 | 2 | 4 | 5 | 13 | 53 | 55 |
| 1.01 | Consultancy Services for Feasibility Study, Preparation of Detailed Project Report Architectural & Structural Design of Automated Multilevel Car Parking System at Poloview Park Srinagar in the UT of J&K. | 1.000 | Nos | | 0.00 | INR Zero Only |
| 1.02 | Consultancy Services for Feasibility Study, Preparation of Detailed Project Report Architectural & Structural Design of Automated Multilevel Car Parking System at Nehru Park Srinagar in the UT of J&K. | 1.000 | Nos | | 0.00 | INR Zero Only |
| 1.03 | Consultancy Services for Feasibility Study, Preparation of Detailed Project Report Architectural & Structural Design of Automated Multilevel Car Parking System at Baka Masjid Barmallo Srinagar in the UT of J&K. | 1.000 | Nos | | 0.00 | INR Zero Only |
| 1.04 | Consultancy Services for Feasibility Study, Preparation of Detailed Project Report Architectural & Structural Design of Automated Multilevel Car Parking System at Meerak Shah Taxi Stand Batmallo in the UT of J&K. | 1.000 | Nos | | 0.00 | INR Zero Only |
| Total in Figures | | | | | 0.00 | INR Zero Only |
| Quoted Rate in Words | | INR Zero Only | | | | |

Appendix-V

The risks and the coverage shall be as follows:

(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.

(b) Third Party liability insurance with a minimum coverage, for Rs.1.00 million for the period of consultancy.

(i) The Consultant shall provide to NHIDCL Professional Liability Insurance (PLI) for a period of **Three years** beyond completion of Consultancy services or as per Applicable Law, whichever is higher.

(ii) The Consultant will maintain at its expense PLI including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, **(A)** For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR **(B)** the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of **(A) or (B) is higher**.

iii) The policy should be issued only from an Insurance Company operating in India.

iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy" (AOP) and in no case should be for an amount less than stated in the contract.

v) If the Consultant enters into an agreement with NHIDCL in a joint venture or 'in association', the policy must be procured and provided to NHIDCL by the joint venture/in association entity and not by the individual partners of the joint venture/ association.

vi) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of NHIDCL. The insurance company may provide an undertaking in this regard.

(d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

Penalty for Error/Variation

i. If variation in project cost occurs due to Change of scope requests of more than 10% of the total project cost as estimated by the consultant and these change of scope requests arise due to deficiencies in the design provided by the consultant, the penalty equivalent to 4% of the contract value shall be imposed. For this purpose retention money equivalent to 4% of the contract value will be forfeited. This shall exclude any additional/deletion of items/works ordered by the client during the execution

ii. For inaccuracies in survey/investigation/design work the penalties shall be imposed as per details given in Table below:

| Sr . | Item | Penalty (%age of contract |
|------|---|---------------------------|
| 1 | Topographic Surveys | 0.5 to 1.0 |
| | <i>a) The layout does not match with ground condition.</i> | |
| | <i>b) The cross sections do not match with existing ground.</i> | |
| | <i>c) The co-ordinates are defective as instruments of desired accuracy not used.</i> | |
| 2 | Geotechnical Surveys | 0.5 to 1.0 |
| | <i>a) Incomplete surveys</i> | |
| | <i>b) Data not analyzed properly</i> | |
| | <i>c) The substrata substantially different from the actual strata found during</i> | |
| 3 | Structural Designs found to be unsafe or grossly over | 1.0 to 2.0 |

iii. Penalty for delay

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

iv. Total amount of recovery from all penalties shall be limited to 15% of the Consultancy Fee.

Appendix-VII (refer Clause no. 4.4 of LOI)

*(To be submitted on Company's Letterhead only and signed by the
Authorized Signatory)*

(Undertaking)

I, the undersigned do hereby undertake that our firm M/sagree to abide by this bid for a period of **60** 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 Authorized Representative of the Firm)

Name of the Representative _____
Name of Firm

DATE

PAYMENT SCHEDULE and Timelines for Activities

| Stages | Description | Timelines for Activities | Payment in % of the Contract value |
|-----------|---|---|------------------------------------|
| Stage I | Preliminary report with parking demand assessment, proposed technology to be used, tentative layout and cost estimate | Within 10 days from Date of commencement of Consultancy Assignment | 10 % |
| Stage II | Final Feasibility report | Within 20 days from Date of commencement of Consultancy Assignment | 15 % |
| Stage III | Draft DPR | Within 30 days from Date of commencement of Consultancy Assignment. | 15 % |
| Stage IV | Approval and security clearances | Within 30 days after Stage III | 20 % |
| Stage V | Final DPR | Within 10 days after Stage IV | 25 % |
| Stage VI | Bid Contract Document | Within 10 days after Stage V | 15 % |

Appendix IX

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the relevant documents
- (c) “Effective Date” means the date on which this Contract comes into force and effect
- (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) “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;
- (i) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- (j) “Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project.
- (k) “SC” means the Special Conditions of Contract
- (l) “Sub consultant” means any entity to which the Consultants subcontract any part of the Services

- (m) "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Sub consultant.

1.2 Relation between the Parties

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

1.3 Governing Law and Jurisdiction

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and the Courts at New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.4 Location

The Services shall be performed at such locations as are specified in Letter of Award hereto.

1.5 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the Authorized Representatives of the Client and the Consultants.

1.6 Taxes and Duties

Unless otherwise specified in the SC, the Consultants shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law. Total cost of financial proposal excluding Goods & Service Tax shall be considered. Goods & Service Tax shall be payable extra.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 This Contract shall come into force and effect on the date of signing of Contract Agreement or 15 days from receipt of Performance Security whichever is earlier.

2.2 Termination of Contract for Failure to Become Effective:

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause no. 5 of GC, this Contract shall expire when services have been completed and all payments have been made.

3. Force Majeure

3.1 Definition:

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) DELETED.

3.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

3.3. Measures to be Taken

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

- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

3.4. Extension of Time

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

3.5 Payments

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

3.6 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

4. Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

5. Termination

5.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this, terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations are under, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one

entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

5.2 By the Consultants

The Consultants may, by not less than thirty (30) day's written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs

(a) through (d) , terminate this Contract:

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

5.3 Cessation of Rights and Obligations

All rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

5.4 Cessation of Services

Upon termination of this Contract by notice of either Party, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make

every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client.

5.5 Payment upon Termination

Upon termination of this Contract , the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination.
- (ii) reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and

APPENDIX-X

SPECIAL CONDITIONS OF CONTRACT

1.1 The words “in the Government’s country” are amended to read “in INDIA”

1.2 The language is: **English**

1.3. The addresses are:

For the Client: Managing Director,
National Highways & Infrastructure
Development Corporation Limited,
4, Parliament Street
New Delhi-110001

Attention: PC Chanana
National Highways & Infrastructure
Development Corporation Limited,
4, Parliament Street
New Delhi-110001
Ph. - 011 123461621
E-mail: pc.chanana59@gov.in

For the Consultants: -

Attention:

Name:

Designation: Authorized Signatory

Address -

Tel: -

Fax -

Email: -

1.4 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) In the case of facsimiles, 24 hours following confirmed transmission.
- (c) In case of E mail, 24 hours following confirmed transmission.

1.6. The Authorized Representative is:

For the Consultant:

Name : -

Designation : **Authorized Signatory**

1.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

2. Disputes shall be settled by arbitration in accordance with the following provisions:

2.1. *Selection of Arbitrators*

Each dispute submitted by a Party to Arbitration shall be heard by a sole arbitrator. NHIDCL shall within 30 days propose names of five (5) Arbitrators from the list of Arbitrators maintained by SAROD (Society for Affordable Redressal of Disputes) and Consultant shall within 30 days select one name from the list of five and the name so selected by the Consultant shall be the Sole Arbitrator for the matter in dispute. In case NHIDCL delays in providing the list of 5 names, President, SAROD will provide 5 names within 30 days of receipt of reference from aggrieved party in this regard. In case the Consultant fails in selecting one from the list of five, President, SAROD shall select one from the list of five provided by NHIDCL within 30 days of receipt of reference from aggrieved party in this regard.

2.2. *Rules of Procedure*

Arbitration proceedings shall be conducted in accordance with the procedures of the Arbitration and Conciliation (Amendment) Act, 2015 of India unless the Consultant is a foreign national/ firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure of arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

2.3 *Substitute Arbitrators*

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

2.4 Qualifications of Arbitrators

The list of five and the sole arbitrator selected pursuant to Clause 8.2.1 hereof shall be expert(s) with extensive experience in relation to the matter in dispute.

2.5 Miscellaneous

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the parties be held in Delhi.
- (b) The English language shall be the official language for all purposes;
- (c) The decision of sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement; and
- (d) Fee structure shall be as given below:

| S. No. | Particulars of fee and other charges | Schedule Amount payable per Arbitrator / per case |
|--------|--------------------------------------|---|
| 1. | Arbitrator fee | Rs.25,000/- per day Or Rs.7 lakhs (lump-sum) subject to publishing the Award within 6 months. Or Rs.5 lakhs (lump-sum) subject to publishing the Award after 6 months but before 12 months. Note:- The amount of fees already paid for the days of hearing @ Rs.25,000/- would be adjusted in the lump- sum payment. |
| 2. | Reading Charges | Rs.25,000/- per Arbitrator per |

| | | |
|-------|--|---|
| 3. | Secretarial Assistance and Incidental Charges (telephone, fax, postage etc.) | Rs.20,000/- |
| 4. | Charges for Publishing / declaration of the Award | Rs.35,000/- |
| 5. | Other expenses (As per actuals against bills subject to maximum of the prescribed ceiling given below) | |
| | Traveling Expenses Lodging and Boarding | Economy class (by air), First class AC (by train) and AC car (by road) (a) Rs.15,000/- per day (Metro cities) (b) Rs.7,000/- per day (in other cities) (c) Rs.3,000/- per day, if arrangement. |
| 6. | Local Travel | Rs.1,500/- per day |
| 7. | Extra charges for days other than hearing / meeting days (maximum for 2 days) | Rs.5,000/- per day for outstation Arbitrator |
| Note: | 1. Lodging, boarding and travelling expenses shall be allowed only for those members who are residing 100 kms. away from place of meeting. 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities. | |

Appendix-XI

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 Consultant**" (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 ***Consultancy Services for Feasibility Study, Preparation of Detailed Project Report Architectural & Structural Design of Automated Multilevel Car Parking System at the following 04 locations in Srinagar in the UT of Jammu & Kashmir:***

- (i) Poloview Park Srinagar
- (ii) Nehru Park Srinagar
- (iii) Baka Masjid Barmallo Srinagar
- (iv) Meerak Shah Taxi Stand Batmallo

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 Consultant.

In order to achieve these goals, the Principal has appointed Dr. Satyanarayana Dash, IAS (Retd.) Independent External Monitor (IEM), NHIDCL, 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. The contact details of Dr. Satyanarayana Das are as under-

H16-206, Kanan Vihar, Phase-I, Chandrasekharapur,

Bhubaneswar, Odhisa - 751024.

Mobile: 9776751669

Email: satya8may@yahoo.co.in

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 Consultants with equity and reason. The Principal will in particular, before and during the tender process, provide to all Consultants the same information and will not provide to any Consultant, confidential/additional information through which the Consultant 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, Consultant, 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 Consultants **for the different Work Packages in the aforesaid Project**.
- (4) The Principal will disqualify from the tender process all Consultants in the range of Rs 50 Crore and above, who do not sign this Pact or violate its provisions.

Section 2 - Commitments of the Consultant

- (1) The Consultant commits itself 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 Consultant 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 Consultant 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 Consultant 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 Consultant of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Consultant 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 Consultant. 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 Consultant 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 Consultant 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 Consultant, 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant understands and agrees that this will be in addition to the disqualification and exclusion of the Consultant 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 Consultant, 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 Consultant be in addition to the Consultant, 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 Consultant 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 Consultant 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 Consultant 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 Consultant accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the Consultant. The Consultant 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 Consultant 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 Consultant.

- (6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the Principal and request the Principal to discontinue and/or take corrective action, or to take other relevant action (s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.
- (7) The Monitor will submit a written report to the MD, NHIDCL within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.
- (8) If the Monitor has reported to the MD, NHIDCL, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, NHIDCL, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, NHIDCL / MD.
- (9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

Section 7: Criminal Consultant(s)/charges against violating Bidder(s) / Sub Consultant(s)

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

Section 8 - Duration of the Integrity Pact

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Consultant, 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder, 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 Consultant, 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 Consultant as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

Section 9 - Other provisions

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

- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Consultant 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 Consultant)

(Office Seal)

(Office Seal)

Place: New Delhi

Date:

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)