



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

## **Request for Proposal**

**For**

**Empanelment of Architects/Architectural Consultancy Firms for architectural designing and planning of residential/non-residential/institutional buildings /other commercial complexes.**

### **BID DOCUMENT**

**PTI Building, 3rd Floor, Parliament Street, New Delhi 110001  
May, 2020**

## **DISCLAIMER**

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

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

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

**National Highways & Infrastructure Development Corporation Ltd.**

**Contract No.: NHIDCL/Architects/Empanelment/2020 Dated: 15.05.2020**

**SECTION I**

**Request for Proposal for Empanelment of Architects/Architectural Consultancy Firms for architectural designing and planning of residential/non-residential/ institutional buildings/other commercial complexes.**

1. National Highways and Infrastructure Development Corporation Limited (NHIDCL) was incorporated on 18th July, 2014 as a fully owned company under the Ministry of Road Transport & Highways, Government of India. The company promotes, surveys, establishes, designs, builds, operates, maintains and upgrades National Highways and Strategic Roads including interconnecting roads in parts of the country which share international boundaries with neighboring countries. The regional connectivity so enhanced would promote cross border trade and commerce and help safeguard India's international borders. This would lead to the formation of a more integrated and economically consolidated South and South East Asia.
2. NHIDCL invites Request for Proposal (RFP) for *Empanelment of Architects/Architectural Consultancy Firms for architectural designing and planning of residential/non-residential/ institutional buildings /other commercial complexes.*
3. The empanelment of the Consultants shall be valid initially for a period of 02 (Two) year extendable for a further period of 01 (year) at the discretion of NHIDCL on the same terms & conditions.
4. **How to apply:** The complete Tender Documents can be downloaded from the NHIDCL website <http://nhidcl.com/current-tenders/> and e-portal (CPPP) website. Technical Proposal is to be submitted in Physical form in NHIDCL HQ Office as well as Online in CPP portal on or before the scheduled Bid Due Date. No other mode of submission is acceptable. In case of any discrepancy between documents submitted online and documents submitted in the physical form, the documents submitted in online form shall prevail over the documents submitted in Physical form.

## 5. Essential Qualification/Eligibility Criteria

### Work Experience

The bidder must submit Experience Certificate/Completion Certificate of having successfully completed one Consultancy work of **architectural design and planning of residential/non-residential/ institutional buildings/other commercial complex** during last 07 (seven) years in Public /Private Sector.

Successfully completed One Consultancy work of **architectural design and planning of residential/non-residential/ institutional buildings/other commercial complex** of project value of **Rs. 40.00 Crore**  
or

Successfully completed Two Consultancy works of **architectural design and planning of residential/non-residential/ institutional buildings/ other commercial complex** of project value of **Rs. 30.00 Crore**  
Or

Successfully completed Three Consultancy work of **architectural design and planning of residential/non-residential/ institutional buildings/ other commercial complex** of project value of **Rs. 20.00 Crore**

***Note: (i) Only the Experience Certificate/ Completion Certificate for such projects issued by the Client Department shall be considered. Letter of Award/ Work Order/Letter of Intent or any other documents will not be considered.***

***(ii) If the qualifying similar work is executed in private sector, then the Experience Certificate shall be supported with the TDS Certificate for that project issued by the Client Department.***

### Financial Capacity

Minimum Average Annual Turnover of Rs. 25.00 Lakh during the last 05 (five) Financial Year ending FY 2019-20.

Note:

- i. The Bidder shall submit Audited Balance Sheet and Profit & Loss Account Report of last 5 Financial Years i.e. ending Financial Year 31<sup>st</sup> March 2020 (duly certified by Chartered Accountant).
- ii. The Bidder shall submit a certificate from Chartered Accountant as a proof of turnover for the last Five Financial Years i.e., 2015-16, 2016-17, 17-18 , 18-19 & 2019-20.

If audited Balance Sheet and Profit & Loss account for Financial Year 2019-2020 is not available, then unaudited Balance Sheet certified by Chartered Accountant may be submitted by the bidder.

## 6. Evaluation Methodology

1	<p>Work experience of architectural design and planning of residential/non-residential/ institutional buildings /other commercial complexes. (during last 07 years)</p> <p>i. Less than one work : 0 mark</p> <p>ii. One Work : 50 marks</p> <p>iii. More than 1 work : 5 marks for each additional work with maximum 10 marks.</p> <p>(One such work of project value of Rs. 40 Crore or above will be considered as one similar work ; two such works of project value of Rs. 30 crore or above but less than Rs. 40.00 crore will be considered as one similar work ; three such works of project value of Rs. 20 crore or above but less than Rs. 30.00 crore will be considered as one similar work for the evaluation process)</p>	60
2	<p>Annual turnover for the last 5 years</p> <p>i. Less than Rs. 25.00 Lakh : 0 mark</p> <p>ii. Equal to Rs. 25.00 Lakh : 16 marks</p> <p>iii. More than Rs. 25.00 Lakh : 1 marks for each additional Rs. 2.50 Lakh Turnover with maximum 4 marks</p>	20
3	<p>Key Personnel strength</p> <p>02 Post Graduate Architects having minimum 10 years of experience in the field of architectural design and planning : <math>2 \times 3 = 6</math> marks</p> <p>04 Graduate Architects having minimum 05 years of experience in the field of architectural design and planning : <math>4 \times 2 = 8</math> marks</p> <p>02 Post Graduate Urban cum Transport Planner having minimum of 05 years experience in the field of architectural design and urban planning : <math>2 \times 2 = 4</math> marks</p> <p>02 Post Graduate Structural Engineer having minimum of 05 years experience in the field of architectural design and urban planning: <math>1 \times 2 = 2</math> marks</p> <p><b>Note: (i) Educational Certificate and Experience Certificate of the aforementioned key personnel are to be submitted along with the bid for the purpose of evaluation.</b></p> <p><b>(ii) If the key personnel are not on the payroll of the Company, then An Undertaking is to be submitted by the bidder after taking consent from the key personnel stating that, that they will execute the work if the works are assigned to them.</b></p>	20
	Total	100

### Note:

- The computation of the Technical Status of Bidder Assessment would be based on the details provided in Technical Bid.
- The evaluation on the Technical Proposal would be qualitative & to the best judgment & discretion of NHIDCL Evaluation Committee. The marks so assigned

by NHIDCL would be final and binding on the Bidder.

- c. The composite score under the Technical Proposal would be the arithmetic sum of the marks assigned to the bidder under each of the parameters listed above.
- d. Only those bidders who have obtained benchmark score of 75 in technical evaluation will qualify for empanelment.

#### **7. Selection of Bidder for a project at a location:**

Bidders obtaining a bench mark score of minimum 75 shall be empanelled by NHIDCL for the projects. Accordingly, whenever any prospective client will approach NHIDCL for architectural design and planning of residential/non-residential/ institutional buildings/other commercial complexes, NHIDCL in written, will intimate the empanelled Consultants to submit their quotation for the project. Consultant quoting the least price for the project will be the selected/successful bidder for the project.

#### **8. Schedule of Bidding Process**

The Authority shall endeavor to adhere to the following schedule:

Bid Document /NIT Publishing Date	15.05.2020 (1500hrs)
Bid Document Download / Start Date	15.05.2020 (1500hrs)
Clarification Start Date (Pre bid queries)	15.05.2020 (1500hrs)
Clarification End Date( Last date for receipt of pre bid query)	01.06.2020 (1100hrs)
Pre bid Conference	02.06.2020 (1100hrs)
Authority's response to pre bid queries latest by	05.06.2020 (1500hrs)
Bid Submission Start Date	15.05.2020 (1500hrs)
Bid Submission End Date (online & physical Copy)	12.06.2020 (1500hrs)
Opening Date of Technical Bids	15.06.2020 (1500hrs)
Date of uploading of list of Technically Qualified Applicants	To be intimated later
Date of Opening of Financial Bids of Qualified Applicants	To be intimated later

9. A Pre-Bid Conference shall be held on 02.06.2020(1100hrs) at NHIDCL HQ to discuss the queries of the bidders. The bidders are requested to submit their queries by email at pc.chanana59@gov.in on or before 01.06.2020 (1100hrs).
10. If at any stage of evaluation or subsequent to the entrustment of assignment, any credentials submitted by the bidders in their bid, are found to be incorrect; the Authority reserves the right to terminate/debar such bidders.

## **SECTION II**

### **INSTRUCTIONS TO BIDDERS**

#### **1. General**

These instructions set out the requirements for the preparation of proposal in a form acceptable to the National Highways & Infrastructure Development Corporation Ltd. (hereinafter referred to as "NHIDCL").

The Bidders are invited to submit the Technical proposal for Empanelment of Architects for architectural designing and planning of various types of residential/non-residential/ institutional buildings and other commercial complexes.

NHIDCL will empanel the firms in accordance with the method of selection indicated in this Request for Proposal (RFP).

#### **2. Clarifications**

Bidders requiring any clarification on the RFP document may notify NHIDCL in writing till the date set i.e. 01.06.2020 (1100hrs). NHIDCL shall upload the response on its website, including a description of the enquiry but without identifying its source

All correspondence/enquiries should be submitted to the following by email:

ATTN. OF:	PC Chanana
DESIGNATION:	General Manager (Tech)
ADDRESS:	2 <sup>nd</sup> Floor, PTI Building, 4, Parliament Street, New Delhi
E-MAIL ADDRESS:	pc.chanana59@gov.in

#### **3. Amendments to RFP**

At any time prior to the Proposal Due Date, as indicated in the RFP Time Schedule, NHIDCL may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder, amend the RFP by the issuance of Addendum/Corrigendum. The same shall be uploaded on NHIDCL website and CPP portal.

#### **4. Language**

The Proposal and all related correspondences and documents shall be written in English language.

#### **5. Bid Validity**

The Proposal shall indicate that it would remain valid for a period not less than One hundred and twenty days (120) days from the opening of the bid. NHIDCL reserves the right to reject any proposal that does not meet this requirement (As per Annexure D).

#### **6. Preparation of Proposal :**

**The technical proposal must provide the following information:**

- i. Structure and organization of the firm and expert entity (if any) with complete details as per Annexure – A.
- ii. Financial details/information as per Annexure – B.
- iii. Details of all similar works completed by firm and expert entity (if any) in the last 07 years as per Annexure – C.
- iv. Power of Attorney in the name of the Authorized Representative of the Firm.
- v. Any other documents listed out in Section III of RFP.
- vi. Educational Certificate and Experience Certificate of the key personnel as mentioned in Sl. No. 3, para 5 of Section I are to be submitted along with the bid for the purpose of evaluation.

#### **7. Submission of Proposal**

Bidders would provide all the information as per this RFP and in the specified format prescribed in the RFP. NHIDCL reserves the right to reject any proposal that is not in the specified format. The proposal and its copy shall be typed or printed. All the alterations, omissions, additions, or any other amendments made to the proposal shall be initialed by the person(s) signing the Proposal.

An authorized representative of the firm should initial all pages of the proposal, and also to submit the proof of authorization in the form of Power of Attorney, backed by Board resolution, if any.

#### **8. Selection of successful Consultant for a particular project at a location from among the empanelled Consultants**

Bidders obtaining a bench mark score of minimum 75 shall be empanelled by NHIDCL. Accordingly, whenever any prospective client will approach NHIDCL for architectural design and planning of residential/non-residential/institutional buildings /other commercial complexes, NHIDCL in written, will intimate the empanelled Consultants to submit their quotation for the project. Consultant quoting the least price for the project will be the selected /successful bidder for the project.



## **9. Sealing and Marking of Bid**

The envelope containing the technical bid should be sealed and marked as “Technical Bid”. The Bidder on the cover of the envelope should clearly mention the Name and Address of the Bidder and also the name of the project i.e. *Empanelment of Architects* for architectural design and planning of various types of residential/non-residential/institutional buildings/other commercial complexes. All the communications shall be addressed to:

ATTN. OF:	PC Chanana
DESIGNATION:	General Manager (Tech)
ADDRESS:	2 <sup>nd</sup> Floor, PTI Building, 4, Parliament Street, New Delhi
E-MAIL ADDRESS:	pc.chanana59@gov.in

If the envelope containing the Technical Bid is not sealed and marked as instructed above, the Proposal may be deemed to be non-responsive and liable for rejection. NHIDCL assumes no responsibility for the misplacement of premature opening of the proposal submitted if the same is not in accordance with the prescribed format.

## **10. Proposal Due Date**

Proposal should be submitted on or before 12.06.2020 (1500 Hrs) in the manner and form as detailed in this RFP. NHIDCL, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum

## **11. Late Proposals**

Any Proposal received by NHIDCL after the ‘Proposal Due Date’ and Time will not be accepted.

## **12. Test of Responsiveness**

Prior to evaluation of Proposals, NHIDCL will determine whether each Proposal is responsive to the requirements of the RFP. A proposal shall be considered responsive if:

- a. It is received on or before the ‘Proposal Due Date’.
- b. It is signed, sealed and marked as stipulated in Clause 9.
- c. It contains the information and documents as requested in RFP.
- d. It contains information in the format as specified in RFP.
- e. It mentions the validity period as set out in Annexure D. There are no inconsistencies between the Proposal and the supporting documents.

NHIDCL reserves the right to reject any Proposal which in its opinion is non- responsive and no request for modification on withdrawal shall be entertained by NHIDCL in respect of such Proposals.

### 13. Pre-bid Conference:

The Bidder or his official representative may attend a pre-bid conference, which will be held in NHIDCL HQ, New Delhi on 02.06.2020 at 1100 Hrs. The Purpose of the conference will be to clarify issues and to answer questions on any matter that may be raised at that stage.

The Bidder is requested to submit any query in writing or by email on or before 01.06.2020 (1100 Hrs).

The text of the questions raised and the responses given will be uploaded on NHIDCL website. Any modification of the bidding documents which may become necessary as result of the pre-bid meeting, shall be made by NHIDCL exclusively through the issue of an Addendum/ Corrigendum.

### 14. Evaluation of Proposal

Proposals will be assessed in accordance with good professional practices. The specific evaluation criteria are given as under:

1	<p>Work experience of architectural design and planning of residential/non-residential/ institutional buildings /other commercial complexes. (during last 07 years)</p> <p>iv. Less than one work : 0 mark</p> <p>v. One Work : 50 marks</p> <p>vi. More than 1 work : 5 marks for each additional work with maximum 10 marks.</p> <p>(One such work of project value of Rs. 40 Crore or above will be considered as one similar work ; two such works of project value of Rs. 30 crore or above but less than Rs. 40.00 crore will be considered as one similar work ; three such works of project value of Rs. 20 crore or above but less than Rs. 30.00 crore will be considered as one similar work for the evaluation process)</p>	60
2	<p>Annual turnover for the last 5 years</p> <p>iv. Less than Rs. 25.00 Lakh : 0 mark</p> <p>v. Equal to Rs. 25.00 Lakh : 16 marks</p> <p>vi. More than Rs. 25.00 Lakh : 1 marks for each additional Rs. 2.50 Lakh Turnover with maximum 4 marks</p>	20

<p><b>3</b></p>	<p><b>Key Personnel strength</b></p> <p>02 Post Graduate Architects having minimum 10 years of experience in the field of architectural design and planning : 2 x 3 = 6 marks</p> <p>04 Graduate Architects having minimum 05 years of experience in the field of architectural design and planning : 4 x 2 = 8 marks</p> <p>02 Post Graduate Urban cum Transport Planner having minimum of 05 years experience in the field of architectural design and urban planning : 2 x 2 = 4 marks</p> <p>02 Post Graduate Structural Engineer having minimum of 05 years experience in the field of architectural design and urban planning: 1 x 2 = 2 marks</p> <p><b>Note: (i) Educational Certificate and Experience Certificate of the aforementioned key personnel are to be submitted along with the bid for the purpose of evaluation.</b></p> <p><b>(ii) If the key personnel are not on the payroll of the Company, then An Undertaking is to be submitted by the bidder after taking consent from the key personnel stating that, that they will execute the work if the works are assigned to them.</b></p>	<p><b>20</b></p>
	<p><b>Total</b></p>	<p><b>100</b></p>

Note:

- The computation of the Technical Status of Bidder Assessment would be based on the details provided in Technical Bid.
- The evaluation on the Present Technical Proposal would be qualitative & to the best judgment & discretion of NHIDCL evaluation committee. The marks so assigned by NHIDCL would be final and binding on the Bidder.
- The composite score under the Technical Proposal would be the arithmetic sum of the marks assigned to the bidder under each of the parameters listed above.
- Only those bidders will qualify for empanelment who have obtained Benchmark Score of 75 in technical evaluation.

## 15. Rejection of Bid

NHIDCL reserves the right to accept or reject any or all of the Proposals without assigning any reasons and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Consultancy Contract, without liability or obligation for such acceptance, rejection and annulment.

**NHIDCL reserves the right to reject any Proposal at any time; if;**

- a material misrepresentation made at any stage in the bidding process is uncovered;
- the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.
- If such disqualification / rejection occurs after the Bids have been opened and the Successful Bidder get disqualified / rejected, then NHIDCL reserves the right take any such measure as may be deemed fit in the sole discretion of

NHIDCL, including annulment of the bidding process.

- d. Conditional proposals shall not be accepted.

## **16. Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the short-listed bidders would not be disclosed to any person not officially concerned with the process. NHIDCL would treat all information submitted as part of the Proposal in confidence and will ensure that all who have access to such material treat it in confidence. NHIDCL would not divulge any such information unless ordered to do so by any Government Authority that has the power under law to require its disclosure.

## **17. Miscellaneous**

The consultants shall not be permitted to tender for works in NHIDCL (responsible for award and execution of contracts) in which his near relative is posted in NHIDCL. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in NHIDCL. Any breach of this condition by the bidder would render him liable to be removed from the list of pre-qualified consultants for this work.

## **18. Location of the Projects**

Anywhere in India.

### **SECTION III**

#### **Documents required at the time of Technical Bid Submission:**

- i. Structure and organization of the firm as per Annexure-A.
- ii. Financial details / information as per Annexure – B.
- iii. Details of all similar works completed by the firm in the last 7 years as per Annexure – C.
- iv. An Undertaking for Bid Validity as per Annexure D.
- v. Registration of the Firm.
- vi. Duly executed Power of Attorney in the name of the authorized signatory of the firm.
- vii. Integrity Pact as per Annexure E.
- viii. Educational Certificates and Experience Certificates of the key personnel mentioned in Para 5, Section I, are to be submitted along with the bid for the purpose of evaluation.

### **ANNEXURE – A**

#### **STRUCTURE AND ORGANISATION**

1. Name and address of the Firm
2. Telephone No./Telex No./ Fax No./E-mail ID
3. Legal status attach copies of :
  - a. Article / Memorandum of Association
  - b. Power of Attorney
4. Particulars of registration with various Government bodies (Attach attested photocopy)
  - a. Registered Number.
  - b. Organization / place of registration

**ANNEXURE-B**  
**FINANCIAL INFORMATION**

Name of Firm:

S. NO.	DESCRIPTION	Financial Year				
		15-16	16-17	17-18	18-19	19-20 <sup>#</sup>
i.	Gross Annual turnover in Consultancy works.					
	Average Annual Turnover					

(Signature of the Authorized Signatory)

Note:

- i. The Bidder shall submit Audited Balance Sheet and Profit & Loss Account Report of last 05 Financial Years i.e. ending Financial Year 31st March 2020 (duly certified by Chartered Accountant).
- ii. The Bidder shall submit a certificate from Chartered Accountant as a proof of turnover for the last 05 Financial Years i.e. 2015-16, 16-17, 17-18, 18-19 & 19-20.

# If audited Balance Sheet & Profit & Loss Account for Financial Year 2019-20 is not available, then unaudited Balance Sheet certified by Chartered Accountant may be submitted by the bidder.

## ANNEXURE - C

Details of all similar works completed by the firm in the last 7 years:

Name of Firm:

S.No	Name Of Project	Cost Of Work In Crores	Date Of Start As Per Contract	Stipulated Date Of Completion	Actual Date Of Completion	Name Of Owner / Sponsoring Organization	Name, Address & Telephone No. Of Officer to Whom Reference May Be Made	Details Of Salient Features Of The Project	Remarks / Dispute Details With Employer.
1	2	3	4	5	6	7	8	9	10

**Annexure - D**

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

I, the undersigned do hereby undertake that our firm M/s. .... agree to abide by this bid for a period of **120** 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:



## Annexure E

### Integrity Pact

This integrity Pact is made at **National Highways Infrastructure Development Corporation Limited (NHIDCL)**, New Delhi on this .....

#### BETWEEN

President of India through **National Highways Infrastructure Development Corporation Limited (NHIDCL)** under Ministry of Road Transport & Highways, Government of India represented by **National Highways and Infrastructure Development Corporation Limited**, represented by its Managing Director and having its principal office at 3rd Floor, PTI Building, 4, Parliament Street New Delhi-110001, (hereinafter referred to as the "**Principal/Owner**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

#### AND

..... (Hereinafter referred to as "**The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)**") and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

#### Preamble

Whereas, the Principal has floated the Tender NIT No..... (**herein after referred to as "Tender/Bid"**) and intends to award, under laid down organizational procedure, contract/s for ".....(Name of work)..... "(hereinafter referred to as the "**Contract**").

And Whereas the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as "**Integrity Pact**" or "**Pact**") the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties.

Now, therefore, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this pact witnesses as under:

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

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material of immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidders) the same information and will not provide to any Bidders) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

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

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

- a. The Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third

person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

Contractor(s)/ Concessionaire(s))/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

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

1. If the Principal has disqualified the Bidders) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
2. In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

#### **Article - 5: Previous Transgressions**

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

#### **Article - 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.**

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

**Article - 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-con tractor(s).**

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

**Article- 8: Independent External Monitor (IEM)**

1. The Principal has appointed Sh. Sushil Gupta, CCS (Retd) as Independent External Monitor (hereinafter referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General (Road Development) & Special Secretary
3. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. 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. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has

no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Director General (Road Development) & Special Secretary within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Director General (Road Development) & Special Secretary, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General (Road Development) & Special Secretary 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 Central Vigilance Commissioner.
8. The word 'Monitor' would include both singular and plural.

#### **Article-9 Pact Duration**

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

If any claim is made/ lodged during his 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 Director General (Road Development) & Special Secretary.

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

1. This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Bidder/Contractor/Concessionaire/Consultant is a partnership or a consortium, this pact must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
6. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

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

For & On behalf of the Principal)  
Seal)

(For & On behalf of the Contractor) (Office

Place

Date

Witness 1: (Name & Address):

Witness 2: (Name & Address):