



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

Consultancy Services for Preparation, Submission & Clearance of Land Acquisition Plan, Utility Shifting and Forest Clearance proposals for widening and upgradation of National Highways in the North Eastern Region (NER) of India.

Request for Proposal

September, 2017

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

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SECTION-1
NOTICE INVITING E-TENDER

National Highways & Infrastructure Development Corporation Ltd.
(Ministry of Road Transport & Highways)
Government of India
NOTICE INVITING TENDER (NIT)

NHIDCL has been assigned the work of upgradation of National Highways by the Ministry of Road Transport & Highways, Govt. of India in the North East Region (NER)

2. Proposals are hereby invited from eligible Consultants for “**Consultancy Services for Preparation, Submission and Clearance of Land Acquisition Plan (LAP), Utility Shifting and Forest Clearance Proposal for widening and upgradation of National Highways in the North Eastern Region (NER) of India**” (hereinafter called as ‘Assignment’). The Letter of Invitation (LOI) and Terms of Reference (TOR) including Request for Proposal (RFP) are available online on e-tender portal of NIC i.e. <https://eprocure.gov.in>.

3. The document can also be viewed at NHIDCL website <https://www.nhidcl.com>. The cost of the bid document in the form of a non- refundable document fee of Rs. 5,000 (Rupees Five Thousand only) in the form of Demand Draft favoring ‘**National Highways & Infrastructure Development Corporation Ltd.**’ and payable at New Delhi must be furnished in a separate envelop while submitting the proposal.

Bid must be submitted online at e-tender portal <https://eprocure.gov.in> on or before as per schedule given hereunder.

S.No	Description	Period
1.	Date of issue of NIT	13.09.2017
2.	Date of issue of Sale of Tender Documents	13.09.2017
3.	Date of close of sale of Tender Documents (through online)	28.09.2017 (upto 5PM)
4.	Date of receipt of pre-bid queries	18.09.2017
5.	Date of Pre-Bid meeting	18.09.2017 (at 3 PM)
6.	Date of uploading of reply to the pre-bid queries	28.09.2017
7.	Date of submission of Tender/Bid (online& hard copy)	From 28.09.2017 to 28.09.2017 (upto 1500 hrs)
8.	Validity of Bid	120 Days

Y.C. Srivastava
General Manager (Technical)
National Highway & Infrastructure Development Corporation Ltd.
PTI Building, 3rd Floor, 4, Parliament Street, New Delhi-110001
Ph. 011-23461616;
Email: yogenao5bro@gmail.com

**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION
LIMITED**

(A Govt. of India Undertaking)

NIT No. NHIDCL/DPR Cell/Survey/2017

Dated 12.09.2017

Letter of Invitation

Dear Sir,

Sub: Consultancy Services for Preparation, Submission and Clearance of Land Acquisition Plan (LAP), Utility Shifting and Forest Clearance Proposals for widening and upgradation of National Highways in the North Eastern Region (NER) of India.

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

Name of the work: Consultancy Services for Preparation, Submission and Clearance of Land Acquisition Plan (LAP), Utility Shifting and Forest Clearance Proposals for widening and upgradation of National Highways in the North Eastern Region (NER) of India. The approximate total length of the varies road is around 1,500 km (List of road is enclosed as Annexure-I).

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

2. Brief Scope of Work:

2.1 Total tentative length of the project is around 1,500km.

2.2 Client shall place work orders for combined work or road wise separately.

2.3 The period for completion for each work order shall be in accordance with Para 6.3(a) here in under.

2.4 Total period for consultancy and thus rates shall be valid for one year and consultant shall accept all works upto one year without any prejudice and complete the assigned work in accordance with quoted at the time of bidding.

2.5 The scope of services shall broadly include:

- I. Fixing and Marking of Centre Line and ROW pillars as per IRC.
- II. Preparation of Land Acquisition Plan & Schedule of ownership submission as per final decision of Authorities, submission to concerned State Government and obtaining 3G/3G equivalent from the State Government.
- III. Preparation and Submission of Utility Shifting Plan
- IV. Preparation of Forest Clearance Stage-I documents their online Submission

and getting Stage-I clearances from the respective Authorities.

V. Tree enumeration and Tree cutting permissions.

2.6 Final alignment along with L section and X section of the roads shall be provided by NHIDCL which are being prepared from the other agency.

2.7 Selected Consultant is to translate these data on ground in close association with the agency preparing drawings of the roads and shall be sole responsible for correctness of physical transmissions & interpretations. Any inaccuracy or inconsistency in the data shall be resolved best of /decisions taken while coordinating the agency preparing drawings of the roads.

3. **Time for completion:** The Consultant shall complete and submit the study/detailed report as per scope of work in accordance with Para 2.3&2.4 above.
4. **Cost of Bid Document:** The cost of the bid document in the form of a non- refundable document fee of Rs. 5,000 (Rupees Five Thousand only) in the form of Demand Draft favouring “National Highways & Infrastructure Development Corporation Ltd.” and payable at New Delhi must be furnished in a separate envelope while submitting the proposal.
5. **Cost of e-tender processing fee:** As per the CPPP norms. The Bidders are requested to visit the website <https://eprocure.gov.in>. The bid document can be downloaded from the <https://eprocure.gov.in>. Corrigendum, if any, would appear on this web site only and shall not be published elsewhere.
6. The intending bidder(s) must read the General Conditions of this contract carefully. He/ She should only submit his/her bid if eligible and in possession of all the documents required.
7. Information and instructions for bidders posted on website shall form part of the bid document.
8. The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and can be downloaded from website <https://eprocure.gov.in> and can also be viewed at www.nhidcl.com
9. The intending bidder(s) must have valid class-III Digital Signature Certificate to submit the bid.
10. Notwithstanding anything stated above, NHIDCL reserves the right to assess the capabilities and capacity of the bidder to perform the contract in the overall interest of NHIDCL.
11. The bidder(s) is/are required to quote strictly as per the terms and conditions, given in the tender documents and not to stipulate any deviations.
12. NHIDCL reserves the right to reject any or all tenders or cancel/withdraw the invitation for bids without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.
13. Integrity pact duly signed by the bidder shall be submitted. Any bid without signed Integrity Pact shall be rejected.
14. Bid Security:

- 14.1 The applicant shall furnish as part of its proposal, a Bid Security of Rs 1,00,000 (Rupees One Lakh only) in the form of Demand Draft/Banker's Cheque/Bank Gurantee in favour of "National Highways & Infrastructure Development Corporation Ltd. payable at New Delhi(the "Bid Security")
- 14.2 This Bid Security is returnable not later than 30 (thirty) days from the date of Opening of the financial proposals. Bid Security of L-1 bidder shall be returned upon the signing the Agreement after receipt of Performance Bank Guarantee. Bid Security of all other bidders shall be returned in 15 days from the date of issuing LoA to the L1 bidder.
- 14.3 Any Bid not accompanied by the Bid Security of the required value and minimum required validity shall be rejected by the Client as non responsive.
- 14.4 The NHIDCL shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 14.4.1 The Consultant by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the NHIDCL's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by NHIDCL as the mutually agreed pre-estimated compensation and damage payable to NHIDCL for, *inter alia* the time, cost and effort of the NHIDCL in regard to RFP including the consideration and evaluation of the Proposal under the following conditions:
- (a) If a Consultant withdraws its proposal during the period of its validity as specified in this RFP;
 - (b) Deleted.
 - (c) In the case of a selected Consultant, if the Consultant fails to sign the Agreement.

15. Set of Tender Documents:

The following documents will constitute the set of tender documents:

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

16. Mode of Submission

The bidder must submit the Technical Bid in sealed envelope addressed to **General Manager (Technical), National Highways & Infrastructure Development Corporation Ltd, PTI Building, 3rd Floor, Parliament Street, New Delhi-110001. The envelope shall contain the following documents:**

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

- c. Integrity Pact.
- d. Letter of Acceptance of tender conditions in the prescribed format as enclosed in the section 2 of RFP.
- e. Power of Attorney
- f. Proof of Empanelment as per clause 38.3 of LoI
- g. Proof of average turnover of Rs. 50 lakh during past three years in the Infrastructure Consultancy Business/Services duly certified by chartered accountant.
- h. Copy of Debarment/Enforcement, litigation history, if any, as per clause 27 & 28.

The envelope containing Technical Proposal (bid) should also indicate clearly the name of the bidder and his/her address. In addition, the left hand top corner of the envelope or container should indicate the name of the work, name of the document in the envelope with bid opening date and time and the addressed to the address mentioned above and shall reach on 28.09.2017 by 1500 hrs. The on line bids shall be opened at 1530 hrs on the same day.

Online technical bid documents submitted by intending bidders shall be opened only of those bidders, whose Bid Security, Cost of Bid Document and other documents placed in the envelope are found in order. **The Financial Proposal (bid) of those bidders whose documents are found to be in order and who qualify in the technical evaluation shall be opened. The date of opening of Financial Bid shall be informed to the bidder on CPPP Portal.**

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

- a) Scan Copy of Demand Draft or Banker Cheque of any Scheduled Bank against BID SECURITY.
 - b) Scan Copy of Demand Draft or Banker's Cheque of any Scheduled Bank towards cost of Bid Document.
 - c) Scan Copy of Integrity Pact.
 - d) Scan Copy of Letter of Acceptance of tender conditions in the prescribed format as enclosed in the section 2 of RFP.
 - e) Scan Copy of Power of Attorney
 - f) Scan Copy of Proof of Empanelment as per clause 38.3 of LoI
 - g) Proof of average turnover of Rs. 50 lakh during past three years in the Infrastructure Consultancy Business/Services duly certified by Chartered Accountant.
 - h) Scan Copy of Debarment/Enforcement (if any).
17. Before the last date and time of submission of bid as notified, the bidder can submit revised bid any number of times.
18. Deleted.
19. Proposal Evaluation will be done as given in Clause 38.2 of LoI.
20. The bid for the works shall remain open for acceptance for a period of 120 days from the last date of submission of bid including the extension given, if any. In case any bidder withdraws his/her bid before the said period or issue of Letter of Award, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to NHIDCL, then NHIDCL shall, without prejudice to any other right or remedy, would be at liberty to forfeit the said bid security as aforesaid. Further the bidders shall not be allowed to participate

in the re-bidding process, if any.

21. The acceptance of any or all tender(s) will rest with the NHIDCL which does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.
22. On acceptance of tender, the name of the authorized representative(s) of the Consultant firms (who would be responsible for taking instructions from Engineer-in-charge / GM, NHIDCL or its authorized representative) shall be intimated within 07 days of the issue of Letter of Award by NHIDCL.
23. Date of start of work shall be reckoned from the date of Letter to Proceed which shall be issued upon signing of the contract agreement.
24. The award of consultancy work, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Award, Financial Bid, TOR, Conditions of Contract etc. The bidders shall be deemed to have gone through the various conditions while making/preparing their technical & financial proposals & submitting the Bid(s) including site conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of bidder will affect his/her price/rates before quoting their rates.
25. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Application, would not be eligible to submit the BID.
26. The Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor should have been expelled from any project or contract by any public entity nor should have had any contract terminated by any public entity for breach by such Bidder.
27. The Bidder shall provide details of all such on-going projects where litigation is on going along with updated stage of litigation, if so, against the Authority / Governments.
28. The Bidder shall also provide details of updated on-going process of blacklisting if so, under any contract with Authority / Government.
29. The Authority reserves the right to reject an otherwise eligible bidder on the basis of the information provided under clause 26, clause 27 & clause 28. The decision of the Authority in this case shall be final.

30. **Introduction**

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

Y.C. Srivastava

GM (Tech)

National Highways & Infrastructure Development Corporation Ltd.

Head Office:3rd Floor PTI building, 4 Parliament Street

New Delhi-110001
Phone No. 011-23461616
Email: yogenao5bro@gmail.com

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

31 Conflict of Interest

- 31.1 NHIDCL policy requires that Consultant Firms provide professional, objective, and impartial advice and at all times hold the NHIDCL interests paramount, strictly to avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 31.2
- (i) Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting assignments

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

Conflicting relationship

- (iii) A consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the NHIDCL staff who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NHIDCL throughout the selection process and the execution of the Contract.
- 31.3 Consultant firms have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the NHIDCL, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant firms or the termination of its Contract any time, throughout currency of the work.

31.4 No current employees of the NHIDCL shall work at Consultant's firm. Recruiting former employees of the NHIDCL to work is acceptable, provided no conflict of interest exists.

32 Fraud and Corruption

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

(a) defines, for the purpose of this paragraph, the terms set forth below:

(i) "corrupt practice" means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value to a public official which he/she is not legally entitled to, to influence their action(s) in the selection process or in contract execution;

(ii) "fraudulent practice" means a willful misrepresentation or omission of facts or submission of fake/forged Documents in order to influence a selection process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement whether formal or informal, between two or more consultants with or without the knowledge of the NHIDCL, designed to establish prices at artificial, non competitive levels, submission or non submission of Bids;

(iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

(b) will reject a proposal for award if it determines that the Consultant firm recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and

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

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

33 Only One Proposal

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

34 Proposal Validity

The Proposal (bid) must remain valid for 120 days after the last date fixed for submission of bid including the extension(s) given, if any.

35 Clarification and Amendment of Bid Documents

35.1 Consultant firms may request for a clarification on any clause(s) of the Bid documents as per the schedule mentioned in the Critical Date Sheet in Section – 1. Any request for clarification must be sent in writing, or by standard electronic means to the NHIDCL's address. The NHIDCL will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without disclosing the Source of

query) to all Consultant firms. Should NHIDCL find it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure under para 35.2. However NHIDCL reserves the right to respond to the queries after cutoff date as mentioned above.

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

36 **Preparation of Bid Proposal**

36.1 In preparing their Proposal/tender, Consultant firms are expected to examine in detail the RFP document. The Proposal shall contain technical & financial Bids.

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

36.3 **Technical Bid Proposal**

a) The Technical bid shall not include any financial information. A Technical bid containing financial information shall be declared non responsive/invalid.

b) The Technical bid will be declared non responsive/ invalid, if the bid is not accompanied by the requisite documents as stipulated under clause 16 above.

36.4 **Financial Bid Proposals**

The Financial bid shall not include any commercial or technical condition/information.

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

37.1 The original bids (Technical bid and Financial bid) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed tender documents must initial such corrections. Letter for acceptance of tender condition should be submitted in the prescribed format of Annexure-I, Section-2.

37.2 An authorized representative of the Consultant firms shall sign the Technical & Financial bids. The authorization shall be in the form of a legally enforceable written power of attorney executed on non-judicial stamp paper of appropriate value duly notarized and shall be submitted along with bid.

37.3 The NHIDCL shall open the Technical bid after the deadline for the submission of original in hard form as per NIT. The Financial bid shall remain securely stored.

38 **Tender Evaluation**

38.1 If required, the NHIDCL may seek clarifications on the technical bid of the applicants. If the clarifications sought by the NHIDCL are not received in stipulated period, technical evaluation then will be done based on available data in the technical bid. Evaluators of Technical bid shall

have no access to the financial bid until the technical evaluation is concluded.

38.2 **Evaluation of Technical Bid**

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

1. Demand Draft or Banker's Cheque of Rs. 1,00,000/-issued from any Nationalized or approved Scheduled Bank towards bid security.
2. Demand Draft or Banker's Cheque of Rs. 5,000/- issued from any Scheduled Bank towards cost of Bid Document.
3. Integrity Pact.
4. Letter of Acceptance of tender conditions, in the prescribed format as enclosed.
5. Power of Attorney.
6. Proof of Empanelment as per clause 18 of NIT and Proof of average turnover of Rs. 50 lakh in last three years in the Infrastructure Consultancy Business/Services duly certified by chartered accountant.
7. Copy of Debarment/Enforcement.(if any).

38.3 **Bidders fulfilling clause 38.2 above shall be technically evaluated as given hereunder.**

- i) Consultants empanelled with the MORTH under Category I(B), vide Ministry's letter No. RW/NH-34054/1/2014-S& R(B) dated 03.05.2016. and letter no. RW/NH-34054/1/2006-S& R(B)-Part IV dated 01.08.2014, 15.01.2015 and 23.12.2013
- ii) The firm should have a minimum average turnover of Rs. 50 lakh during past three years in the infrastructure consultancy services/ business (duly certified by chartered accountant).
- iii) Essential qualification- experience/completion of similar work of one project.

The bidders fulfilling these criteria shall be eligible for opening of financial bids.

39 **Evaluation of Financial Bid:**

The eligible Consultancy firms quoting the lowest rate in its Financial Proposal will be declared as L-1 Bidder. L1 bidder shall be awarded minimum 50% of the work and balance work shall be offered to rest of the bidders at the L1 rate. The rest 50% of the work shall be distributed among the rest of the bidders as decided by authority.

40 **Award of Contract**

The participating bidders are required to quote Rate per Km separately for each of the item under the Task in the financial bid format through online mode only. The quoted rate shall include all taxes except service tax which should be paid extra as applicable. The bidder making lowest quote shall be the selected bidder. The selected bidder shall be awarded 50% of the work and the remaining 50% shall be allocated equally among such other eligible bidders who choose to match their bid with the selected bidder. In the event of no other eligible bidder matching its bid with the lowest bid, the remaining 50% work shall also be given to the selected bidder.

41 **Confidentiality**

Information relating to evaluation of tenders and recommendations concerning awards shall not

be disclosed to the Consultant firms who submitted the tender or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its tender and debarment of the bidder from participating in future tenders.

42 Proposal/Tender/Bid

The words Proposal, Tender and Bid shall be construed as synonyms wherever existing in this RFP document.

SECTION -2

ACCEPTANCE OF TENDER CONDITIONS

ACCEPTANCE OF TENDER CONDITIONS

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

To

**Managing Director,
NHIDCL**

Sub: Consultancy Services for Preparation, Submission and Clearance of Land Acquisition Plan (LAP), Utility Shifting and Forest Clearance Proposals for widening and upgradation of National Highways in the North Eastern Region (NER) of India.

Sir,

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

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

3. I / We have viewed and read the terms and conditions of RFP document carefully. The following documents forming part of the tender document are being enclosed herewith in accordance with clause 16 of Letter of Invitation:

- a. Demand Draft or Banker Cheque of any Scheduled Bank against BID SECURITY.
- b. Demand Draft or Banker's Cheque of any Scheduled Bank towards cost of Bid Document.
- c. Power of Attorney.
- d. Proof of Empanelment as per clause 38.3 of LoI
- e. Proof of average turnover of Rs. 50 lakh during past three years in the Infrastructure Consultancy Business/Services (duly certified by chartered accountant).
- f. Copy of Debarment/Enforcement/Litigation History, if any.
- g. Integrity Pact.

4 I/we have also uploaded the mandatory scanned documents in response to Clause 16 of LoI.

Encl.: As above.

Yours faithfully,

(Sign of the bidder)

With rubber stamp

Dated:_____

(Annexure-I of Acceptance of Tender Conditions)

Form - A

General Information

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

(Annexure II of Acceptance of Tender Conditions)

Form – B

Turn over for last three years (duly certified by Chartered Accountant):

S. No.	Financial Year	Fees Earned from Infrastructure Consultancy Business/Services
1	2014-15	
2	2015-16	
3	2016-17	

**(Annexure III of Acceptance of Tender Conditions)
Form - C**

AFFIDAVIT

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

Affidavit of Mr....., S/o..... R/o.....

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

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

DEPONENT

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

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

DEPONENT

(Annexure IV of Acceptance of Tender Conditions)

Form – D

AFFIDAVIT (original to be submitted in the envelope containing originals)

1. I, the undersigned, do hereby certify that all the statements made in the enclosed attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/s_____ have abandoned any work with National Highways & Infrastructure Development Corporation Ltd. nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by NHIDCL to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the NHIDCL and within the prescribed time.

(Signed by an Authorised Representative of the Firm)

Name of the Representative

Name of Firm

DATE

(To be notarized by Notary)

(Annexure V of Acceptance of Tender Conditions)

Form – E

UNDERTAKING

(Original to be submitted in the envelope containing originals)

I, The undersigned do hereby undertake that our firm M/s _____ agree to abide by this bid for a period of 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 Authorised Representative of the Firm)

Name of the Representative

Name of Firm

DATE

(To be notarized by Notary)

Section-3

INSTRUCTIONS TO BIDDERS

INSTRUCTIONSTO BIDDERS

1. Central Procurement Portal

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal website for e-Procurement at <https://eprocure.gov.in>:-

- (i.) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the Consultants/bidders on the eProcurement/eTender portal is a prerequisite for e-tendering.
- (ii.) Bidder should do the enrollment in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email ID. All the correspondence shall be made directly with the Consultants/bidders through email id provided.
- (iii.) Bidder need to login to the site through their user ID/ password chosen during enrollment/ registration.
- (iv.) The Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- (v.) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- (vi.) Consultant/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- (vii.) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- (viii.) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- (ix.) From “my tender” folder, select the tender to view all the details indicated.
- (x.) Bidder can then log in to the site through the secured login by entering the user id/ password chosen during enrolment/registration and then by entering the password of the eToken/SmartCard to access DSC.
- (xi.) Bidder can then select the tender which he/she is interested in by using the search option & then moving it to the ‘my tenders’ folder.
- (xii.) It is construed that the bidders have read all the terms and conditions before submitting their offer. Bidders should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- (xiii.) Bidders should ready the bid documents to be submitted, in advance, as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online

portal for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders' Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.

- (xiv.) If there are any clarifications, they may be obtained through the site, or during the pre-bid meeting, if any. Bidders should take into account the corrigendum published from time to time before submitting their online bids.
- (xv.) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space" option and these can be selected as per tender requirements and sent along with bid documents during bid submission. This will facilitate faster bid submission process by reducing upload time of bids.
- (xvi.) Bidders should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority (TIA), at least one working date prior to bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- (xvii.) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- (xviii.) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- (xix.) The details of the DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- (xx.) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- (xxi.) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- (xxii.) If the Financial Bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Financial Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- (xxiii.) The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- (xxiv.) After the bid submission (ie after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

- (xxv.) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- (xxvi.) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- (xxvii.) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (xxviii.) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- (xxix.) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- (xxx.) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone@ 1-800-233-7315 or send a mail over to cxxx-nic@nic.in.

Section-4

CONDITIONS OF CONTRACT

&

TERMS OF REFERENCE (TOR)

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

(n) "Third Party" means any person or entity other than the Government, the Client, the 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 Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.4 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Table of Contents and Headings

The table of contents, headings or sub-headings in this agreement is for convenience for reference only and shall not be used in, and shall not limit, alter or affect the construction and interpretation of this Contract.

1.6 Notices

1.6.1 *Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, facsimile or e-mail to such Party at the address specified in the SC.*

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

1.7 Location

The Services shall be performed at such locations as are specified in **Letter of Award** hereto and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Client may approve.

1.8 Deleted

1.9 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 officials specified in the SC.

1.10 **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.

2. **COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

2.1 **Effectiveness of Contract**

This Contract shall come into force and effect on the date of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

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 **Commencement of Services**

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

2.4 **Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

2.5 **Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 10 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

2.7 **Force Majeure**

2.7.1 **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) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 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.

2.7.3 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.

2.7.4 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. The extension of time shall be considered for each work order separately.

2.7.5 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.

2.7.6 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.

2.8 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.

2.9 Termination

2.9.1 By the Client

The Client may, by not less than fifteen (15) 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 thirty (30) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.9.1, terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within fifteen (15) 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 9 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 thirty (30) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Consultants

The Consultants may, by not less than fifteen (15) 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) of this Clause 2.9.2, 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 thirty (30) 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 9 hereof.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, 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.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, 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, the Consultants shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, 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 pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) except in the case of termination pursuant to paragraphs (a) through (d) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Contract shall not be terminated on account of such

event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub Consultants, as well as the Personnel and agents of the Consultants and any Sub Consultants, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

3.2 Conflict of Interests

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates not to be otherwise interested in Project

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub Consultant and any entity affiliated with such Sub Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub Consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) After the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub Consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relation to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultants

Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be taken out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain, at their (or the Sub Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the Special Conditions (SC), and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Consultants' costs and charges), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.7 Consultants' Actions requiring Client's prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel as are listed in Appendix B;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

3.8 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified under Clause 20 of **Appendix I** hereto, in the form, in the numbers and within the time periods set forth therein.

3.9 **Documents prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. Restrictions about the future use of these documents, shall be as specified in the SC.

3.10 **Equipment and Materials furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them in an amount equal to their full replacement value.

4. **CONSULTANTS' PERSONNEL**

4.1 **General**

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 **Deleted.**

4.3 **Deleted.**

4.4 **Deleted.**

4.5 **Deleted.**

4.6 **Resident Project Manager**

The Consultants shall ensure that at all times during the Consultants' performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. **OBLIGATION OF THE CLIENT**

5.1 **Deleted.**

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub Consultants or the Personnel of either of them.

5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 6.1(b),

5.4 Deleted.

5.5 Payment

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENT TO THE CONSULTANTS

6.1 Cost Estimates ; Ceiling Amount

- (a) An abstract of the Cost of the Services payable in **local currency (Indian Rupees)** is set forth in **Financial Bid Format**.
- (b) Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1(c), the payments under this Contract shall not exceed the ceiling specified in the SC.
- (c) Notwithstanding Clause 6.1(b) hereof, if pursuant to Clauses 5.4 hereof, the Parties shall agree that additional payments shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause 6.1(a) above, the ceiling set forth in Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment

- (a) The payment shall be made in Indian Rupees.

6.3 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:-

(a) **Payment Schedule**

The payment shall be made stage-wise per km rate for each road as per the schedule given below if not otherwise stated in SC:

Sr. No.	Description	Payment	Duration (in days)
1	On Submission of Land Acquisition Plan and Utility Shifting with the NHIDCL	5%	within 90 days
2	On Submission of Land Acquisition Plan and Utility Shifting with State Government for LA i.e. 3(a) to 3(G) or equivalent.	20%	
3	On Physical marking of Centre line and Fixing of ROW pillars.	20%	
4.	Tree enumeration and tree cutting permissions	5%	
5	On Submission of Forest Clearance Stage-I online application	10%	
6	On receipt of 3G equivalent for Land Acquisition.	10%	within 180 days
7	On receipt of online approval of Forest Clearance Stage-I from the State Government.	10%	
8	On receipt of Forest Clearance Stage-I.	10%	
9	On disbursement of Land Acquisition and Forest Clearance amount	10%	
Total		100%	

Note- 10% extra on the per km rate shall be paid for the proposals seeking wildlife clearances from MOEF.

(b) The Client shall cause the payment of the Consultants in Para 6.3 (b) above as given in schedule of payment within thirty (30) days after the receipt of bills by the Client. Interests at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

(c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the

Client as satisfactory after one hundred and eighty (180) calendar days from receipt of the final report and final statement by the Client unless the Client, within One hundred and eighty (180) day period, gives Consultants specifying in written notice to the detailed deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client as paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within six (06) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

(d) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

7. Responsibility for Accuracy of Project Documents

7.1 General

7.1.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.

7.1.3 The survey control points established by the Consultant shall be protected by the Consultants till the completion of the Consultancy Services.

7.2. Retention Money

An amount equivalent to 5% of the contract value shall be retained at the end of the contract for accuracy of delivery / submission & physical marking of centre line and fixing of ROW pillars etc. and the same will be released after the completion after 1 year from completion of consultancy services, whichever is earlier. The retention money will however be released by the Client on substitution by Bank Guarantee of the same amount valid up to the period as above.

7.3. Penalty

7.3.1. Penalty for Error/Variation

- i) Deleted.
- ii) For inaccuracies in work the penalties shall be imposed as per details given in Table below:

Sr. No.	Item	Penalty (% age if Contract
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		Value)
1	Fixing and marking of centre line and ROW pillars as per IRC	0.5
2	Preparation of Land Acquisition Plan & submission to concerned State Government and obtaining 3G/3G equivalent form the State Government.	0.5
3	Preparation and Submission of Utility Shifting Plan	0.5
4	Preparation of Forest Clearance Stage-I documents their online submission and getting Stage-I clearances from the respective Authorities.	0.5

7.3.2 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. The penalty for each of the above mentioned four types shall be determined separately.

7.3.3 Total amount of recovery from all penalties shall be limited to 10% of the Consultancy Fee.

7.4 ACTION FOR DEFICIENCY IN SERVICES

7.4.1 Consultants liability towards the Client

Consultant shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

7.4.2 Warning/Debaring

In addition to the penalty as mentioned in para 7.3, warning may be issued to the erring Consultants for minor deficiencies. In the case of major deficiencies in the Detailed Project Report involving time and cost overrun and adverse effect on reputation of NHIDCL, other penal action including debaring for certain period may also be initiated as per policy of NHIDCL.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

9.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

10. Change of Scope

The Change of Scope **on account of variation of total length from the indicative length** as given in Letter of Award shall be dealt as follows

- i) During the course of consultancy services in case it is considered necessary to increase/decrease in total length as compared to indicative Length given in the LoA, the same shall be notified by Change of Scope notice by the Client. Similarly, if the Consultant determines that change of scope is needed, he shall inform of the same to the Client. The Client will examine and shall either reject the proposal or issue change of scope notice.
- ii) The Consultancy fee shall be revised on account of change of scope as below:
 - In case the total actual length of project increase/ decrease up to more 10% of indicative length given in the RFP : **No change in Consultancy Fees**
 - In case the increase/ decrease in total actual length of project is more than 10 % of the indicative length as given in the RFP: The consultancy fee shall be increased/ decreased in the same proportion in which the length of the project road is increased/ decreased beyond 10%.
- iii) Length of Bypass / realignment shall not be treated as additional to the existing length of the highway for the purpose of change / variation in length. Increase/decrease in length on account of bypasses/realignment shall not be considered as change of scope. However, the total actual length under the assignment (including bypasses and realignment) along the finally approved alignment shall be compared with the

indicative length in the RFP for the purpose of variation.

SPECIAL CONDITIONS OF CONTRACT

**Number of
GC Clause**

A. Amendments of, and Supplements to, Clauses in the General Conditions

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

1.4 The language is: **English**

1.6.1 The addresses are:

For the Client: **Managing Director
National Highway & Infrastructure Development Corporation Ltd.
PTI Building, 3rd Floor , 4, Parliament Street, New Delhi-110001**

Attention : **General Manager (Technical)
National Highway & Infrastructure Development Corporation Ltd.
PTI Building, 3rd Floor , 4, Parliament Street, New Delhi-110001
Ph. -011-23461616
Email: yogena05bro@gmail.com**

For the Consultants:

**Attention: Name
 Designation
 Address
 Tel:
 Fax:
 E-mail address**

1.6.2 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.

1.9 The Authorized Representatives are:

**For the Client : (--)
Managing Director ,NHIDCL (--)**

**For the Consultant: Name
 Designation**

1.10 The Consultants shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws (prevailing 7 days before the last date of submission of bids) during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.1 **The effectiveness conditions are the following:**

- a) The contract has been approved by NHIDCL.
- b) The Consultant will furnish within 15 days of the issue of Letter of Award, an unconditional Bank Guarantee from a Nationalised Bank, IDBI or ICICI/ICICI Bank/Foreign Bank/EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a networth of not less than 500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalised Bank in India. In case of JV, the BG shall be furnished on behalf of the JV or lead partner of JV for an amount equivalent to 10% of the total contract value to be received by him towards Performance Security valid for a period of three years beyond the date of completion of services.

2.2 The time period shall be "two months" or such other time period as the parties may agree in writing.

2.3 The time period shall be "fifteen days" or such other time period as the Parties may agree in writing.

2.4 The time period shall be **One year** or such other time period as the parties may agree in writing.

3.4 **Limitation of the Consultants' Liability towards the Client**

- (a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure 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.

- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

3.5 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.
 - (c)
 - (i) The Consultant shall provide to NHIDCL Professional Liability Insurance (PLI) for a period of **One year** 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) 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
- 3.9 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
- 4.6 The person designated as Team Leader cum Senior Highway Engineer, Resident Project Manager in Appendix B shall serve in that capacity, as specified in Clause 4.6
- 6.1 (b) The ceiling amount in local currency is **Rs..... Excluding Service Tax)**
- 6.3 (a) No advance payment will be made.
- 6.3 (d) The interest rate is : Nil
- 6.3 (f) **The account is: As provided by the Consultant.**

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

9.2.1 Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the president, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the later of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- (c) If, in a dispute subject to Clause SC 9.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

9.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract

9.2.3 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.

9.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) to (c) of Clause 9.2.1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

9.2.5 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; and [Note: English language may be changed to any other Language, with the agreement of both the Parties.]
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) 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.
- (d) The maximum amount payable per Arbitrator in Arbitration clauses shall be as under

S.No	Particulars	Maximum amount payable per Arbitrator/ per case
1	Arbitrator fee	Rs 15,000/- per day subject to a maximum of Rs 4 lacs or Rs 2.5 lacs (lump sum) subject to Publishing the award within 12months.
2	Reading charges	Rs 15,000/-
3	Secretarial Assistance and Incidental charges(telephone, fax, postage etc)	Rs 20,000/-
4	Charges for publishing/ declaration of the award	Rs 20,000/-
5	Other expenses (As per actual against bills subject to maximum of the prescribed ceiling given below)	
	Traveling expenses	Economy class (by air), First class AC (by train) and AC Car (by road)
	Lodging and Boarding	a) Rs 15,000/- per day (in metro cities) b) Rs 7,000/- per day (in other cities) c) Rs 3,000/- per day if any Arbitrator makes their own arrangements.
6	Local travel	Rs 1,500/- per day
7	Extra charges for days other than hearing/ meeting days (maximum for 2 days)	Rs 3,500/- per day
Note:-	1. Lodging boarding and traveling 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.	

In exceptional cases, such as cases involving major legal implications/ wider ramifications/ higher financial stakes etc., a special fee structure could be fixed in consultation with the

Consultant/ Supervision Consultants and with the specific approval of the Managing Director NHIDCL before appointment of the Arbitrator.

Appendix - I

Terms of Reference for Consultancy Services (TOR)

1. General

1.1 National Highways & Infrastructure Development Corporation Limited (NHIDCL) has decided to upgrade about 1,500 kms of National Highways in the North East Region for which it is needed to carry out the necessary survey works as defined under this assignment.

1.2 Consultant shall carry out survey & investigation in close association with NHIDCL. In a phased manner, survey reports shall be submitted as stipulated under Para

2. Objective

2.1 The main objective of the services is to fixing and marking of centerline and fixing of ROW pillars as per IRC:25-1967 and prepare kilometer-wise Land Acquisition Plan(LAP) and schedule of ownership thereof and Cost as per revenue authorities, based on realistic rates.

2.2 Details of Properties, such as buildings and structures falling within the ROW and costs of acquisition based on realistic rates.

2.3 In regards to falling of trees of different types and girth and value estimate of such trees based realistic rates obtainable from concerned District forest office.

2.4 If at any stage, employer desires to terminate the contract, contract will be terminated after payment upto that stage.

3. Scope of Services

3.1.1 The scope of services shall comprise:

- I. Fixing and Marking of Centre Line and ROW pillars as per IRC.
- II. Preparation of Land Acquisition Plan & Schedule of ownership submission as per final decision of Authorities, submission to concerned State Government and obtaining 3G/3G equivalent from the State Government.
- III. Preparation and Submission of Utility Shifting Plan
- IV. Preparation of Forest Clearance Stage-I documents their online Submission and getting Stage-I clearances from the respective Authorities.
- V. Tree enumeration and tree cutting permission

3.1.2 The scope of works for is as follow:

Sr. No.	Item	Unit	Quantity		List of tentative project enclosed (Appendix-I)
1	Fixing and marking of centre line and ROW pillars as per IRC	Kms	1500	1556.9 Km in North Eastern Region	
2	Preparation of Land Acquisition Plan & submission to concerned State Government and obtaining 3G/3G equivalent form the State Government.	Kms	1500	1556.9 Km in North Eastern Region	
3	Preparation and Submission of Utility Shifting Plan	Kms	1500	1556.9 Km in North Eastern Region	
4.	Tree enumeration and tree cutting permission	Kms	1500	1556.9 Km in North Eastern Region	
5	Preparation of Forest Clearance Stage-I documents their online submission and getting Stage-I clearances from the respective Authorities.	Kms	1500	1556.9 Km in North Eastern Region	

4. General

4.1 Primary Task

General Scope of Services shall cover but not limited to the following Major task.

- (i) Review of all available report particularly report prepared by M/s Rites and published information about the Project road and the Project Influences areas.
- (ii) Fixing and Marking of centreline, fixing of ROW pillars and preparation of Kilometre wise Land Acquisition Plan using Total Stations, GPS and any other equipments/technology.
- (iii) Strip plan indicating the scheme for carriage widening, location of all existing utility services (both over and under ground) and the scheme for their relocation, trees to be felled, transplanted and planted and Land Acquisition requirements as per State Law.

5. Strip Plan and Clearance

1. The Consultant shall submit the following documents :-

- (i) Details of the centre line of the proposed widened of road along with the existing and proposed right of way limits to appreciate the requirements of land acquisition.
- (ii) The information concerning the area including ownership of land to be acquired for the implementation of the project shall be collected form the revenue and other concerned authorities and presented along with the strip plans
- (iii) Strip Plans showing the position of existing utilities and services indicating clearly the position of their location
- (iv) Detail schedules for acquisition of additional land and additional properties in

consultation with the revenue authorities and

(v) Land Acquisition Plan

2. The strip plans and land acquisition plan shall be prepared on the basis of data from reconnaissance and detailed topographic surveys.

3. The report accompanying the strip plans should cover the essential aspects as given under:

(i) Kilometre-wise Land Acquisition Plan (LAP) and schedule of ownership thereof and Costs as per Revenue Authorities and also based on realistic rates.

(ii) Details of properties, such as buildings and structures falling within the right of way and costs of acquisition based on realistic rates.

(iii) Kilometre wise Utility Relocation Plan (URP) and costs for relocation per civil construction package as per concerned authorities.

(iv) Kilometre wise account in regard to felling of trees of different type and girth and value estimate of such trees based on realistic rates obtainable from concerned District forest office.

6. **Land Acquisition Report**

1. The Land Acquisition report shall be prepared and submitted for the entire stretches under the Assignment. The report shall include detailed schedules about acquisition of landholdings as per revenue records and their locations in a strip plan and also the costs as per district authorities. Details shall be submitted in land acquisition Performa to be supplied by NHIDCL.

2. The Land acquisition Report should be prepared in consultation with affected persons, non-government organisations and concerned government agencies and should cover land acquisition and resettlement plans and costs of resettlement and rehabilitation of such affected persons. It should also includes plans of compensatory forestation, its land requirements with specific locations and cost involved for undertaking all such activities in this regard. The Land Acquisition report shall cover all submissions as required for issuance of notification as per State Act. Draft 3a,3A,3D notification shall be submitted by the Consultant if required so by NHIDCL, otherwise Land Acquisition details be submitted in consultation with state authorities as per practice. All the necessary project related clearances such as environment forest and wild life clearances for MoEF, railways in respect of ROB/RUB's , Irrigations department and any other concerned agencies shall be obtained by the Consultant. For Utility Clearances, Consultant shall prepare draft utility shifting estimates using the latest schedule of rates and obtain approval from Utility agency and NHIDCL.

7. **Time period for the service**

1. Time period envisaged for each assignment is six months spanning over a year. The final reports, drawings and documentation shall be completed within this time schedule.

2. NHIDCL shall arrange to give approval on all sketches, drawings, reports and recommendations and other matters and proposals submitted for decision by the Consultant in such reasonable time so as not to delay or disrupt the performance of the Consultant's services.

8. **Project Team and Project Office of the Consultant**

1. The Consultants shall be required to form a multi-disciplinary team for this

assignment. The consultants Team shall be manned by adequate number of experts with relevant experience in the execution of similar detailed design assignments.

2. Deleted
3. Deleted
4. The Consultants shall establish an office at the project site manned by senior personnel during the course of the surveys and investigations. All the project related office work shall be carried out by the consultant in their site office unless there are special reasons for carrying out part of the office work elsewhere for which prior approval of NHIDCL shall be obtained. The address of the site office including the personnel manning it including their Telephone and FAX numbers will be intimated by the Consultant to NHIDCL before commencement of the services.
5. Deleted.

9. **Reports to be submitted by the Consultant to NHIDCL**

9.1 All reports, documents and drawings are to be submitted separately for each of the payment stage as mentioned under Payment schedule given in Clause 6.3 of GCC. The analysis of data and the design proposals shall be based on the data derived from the primary surveys and investigations carried out during the period of assignment. The sources of data and model relationships used in the reports shall be indicated with complete details for easy reference.

9.2 Deleted.

9.3 Time schedule in respect of all such stages has been indicated in the Payment Schedule. Consultant shall be required to complete, to the satisfaction of the client, all the different stages of study within the time frame indicated in the schedule of submission in Para 10 pertaining to Reports and Documents for becoming eligible for payment for any part of the next stage.

10 Reports and Documents to be submitted by the Consultant to NHIDCL

1. The Consultant shall submit to the Client the reports and documents in bound volumes (and not spiral binding form) after completion of each stage of work as per the schedule and in the number of copies as given in Enclosure III. Further, the reports shall also be submitted in CD's in addition to the hard copies as mentioned under clause 20.
2. The time schedule for various submissions prescribed at SI.No.1 above shall be strictly adhered to. No time-over-run in respect of these submissions will normally be permitted. Consultant is advised to go through the entire terms of reference carefully and plan his work method in such a manner that various activities followed by respective submissions as brought out at SI.No.1 above are completed as stipulated. Consultant is, therefore, advised to deploy sufficient number of supporting personnel, both technical and administrative, to undertake the project preparation activities in construction package (Section) simultaneously. As far as possible, the proposal should include complete information such as number of such persons, name, position, period of engagement, remuneration rate etc. The Consultant is also advised to start necessary survey works from the beginning so as to gain time in respect of various other activities in that stage.

10.1 Report

The report shall be submitted for each payment stage, inter alia, covering following major aspects:

- i. Project appreciation;
Detailed methodology to meet the requirements of the TOR finalised in consultation with the NHIDCL officers; including scheduling of various sub-activities to be carried out for completion of various stages of the work; stating out clearly their approach & methodology for project preparation after due inspection of the entire project stretch and collection/ collation of necessary information;
Task Assignment and Manning Schedule;*
- iv. Work programme;*
- v. Proforma for data collection;*
- vi. Design standards and proposed cross-sections;*
- vii. Key plan and Linear Plan;*
- viii. Development plans being implemented and / or proposed for implementation in the near future by the local bodies and the possible impact of such development plans on the overall scheme for field work and design for the study;*
- ix. Quality Assurance Plan (QAP) finalised in consultation with NHIDCL;*
- x. Draft design standards.*

11. Interaction with NHIDCL

(i) During entire period of services, the Consultant shall interact continuously with NHIDCL and provide any clarification as regards methods being followed and carry out modification as suggested by NHIDCL. A programme of various activities shall be provided to NHIDCL and prior intimation shall be given to NHIDCL regarding start of key activities such as boring, survey etc. so that inspections of NHIDCL officials could be arranged in time.

(ii) All equipment, software and books etc. required for satisfactory services for this project shall be obtained by the Consultant at their own cost and shall be their property.

12. Payment Schedule

The Consultant will be paid consultancy fee as a percentage of the contract value as per the schedule mentioned under Clause 6.3 (b) of SCC. After completion of services the final contract amount shall be worked out on the basis of inputs and services actually carried out and the payment shall be adjusted accordingly.

13. Data and Software

1. The floppy diskettes/CD's/hard Disk containing all basic as well as the proposed data from all field studies and investigations, report, appendices, annexure, documents and drawings shall be submitted to NHIDCL at the time of the submission of the Final Report.

2. The floppy diskettes/CD's/hard Disk should be properly indexed and a catalogue giving contents of all DVD's/CD's/Hard Disk and print-outs of the contents (data from field studies topographic data and drawings) should be handed over to NHIDCL at the time of submission of the Final Report.

14. Deployment of Technical Personnel:

Consultant shall deploy adequate number of experienced Technical Personnel to accomplish the assignment in satisfactory manner.

14.1 Time Duration: 6 Months each assignment spreading over a year from commencement date.

14.2 Costing: Total Cost shall include the following:

Type of Expenditure	
Manpower	Remuneration of technical personal as required for the defined Scope of Work.
Miscellaneous	Field Investigation and Surveys Office, Accommodation, Travel, Consumables, and other miscellaneous expenses.
Total	Manpower + Miscellaneous

15. Consultancy Fee:

NHIDCL agrees to pay the Consultant firm fee for the professional services to be rendered by them as herein after described at SC Clause 6.(The above fee is inclusive of all taxes and fee payable by the Consultant to any Sub-Consultant/Associate(s)).

16. Additions, Alterations and Variation:

- i. NHIDCL shall have the right to request in writing for additions alterations, modifications or deletions in any part of the work and to request in writing for any modification in connection therewith and the consultants shall comply with such requests without any extra cost.
- ii. The Consultant shall not make any material deviation, alteration, addition to or omission from the work except without first obtaining the written consent of NHIDCL.

17 Deleted.

18. Taxes

- a) All taxes, income tax and any other leviable tax in connection with the execution of the contract levied by the statutory Authorities/State/Central Govt. of India/State Govt. or

any local authorities on the consultant in accordance with the applicable law shall be borne by the consultant and are deemed to be included in their bid price. The bidders shall note that the Tax Deduction at Source (TDS) as per applicable law shall be made from the payments due/made to the consultants which shall not be reimbursed.

- b) Consultant has to mention GST Number in the invoice
- c) Any enhancement of taxes/duties by the authorities/Government of India/State Government, during currency of this contract shall be borne by the Consultant only, which shall not be reimbursed by NHIDCL.

19.0 Performance Security/Guarantee

- 19.1 For the due performance of the contract in accordance with the terms and conditions specified, the consultant shall on the day of, or before signing the contract which shall not be later than 10 (ten) days from the issue of the Letter of Award, furnish performance security/Guarantee on the Proforma prescribed by NHIDCL from a Nationalized/Scheduled Bank to the extent of 5% of the value of total consultancy fees of consultant as mentioned in Letter of Award. The Bank Guarantee shall remain valid till stipulated time for completion of work plus 180 days. The Bid Security paid by the Consultant shall be returned to the consultant after receipt of Performance Guarantee.
- 19.2 The Bank Guarantee shall be in favour of NHIDCL, payable at New Delhi. The Bank Guarantee should be (in the prescribed format of NHIDCL as per Section-6) issued from any Nationalized Bank and shall be transmitted online through SFMS gateway to NHIDCL banker.
- 19.3 It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. It is also expressly understood and agreed that the performance security is not to be construed to cover any damages detailed/ stipulated in various clauses in the Contract document.
- 19.4 The performance security will be discharged by NHIDCL and returned to the Consultancy firms after 200 days of successful completion of the services to NHIDCL and statutory bodies.
- 19.5 NHIDCL reserves the right of forfeiture of the performance guarantee in addition to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.
- 19.6 Should the stipulated time for completion of work for whatever reason get extended, the consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to NHIDCL before the expiry date of the Bank Guarantee originally furnished.

20. Completion period:

- a. The overall completion period for the execution of this project from the date of commencement of work shall be 6 months for each assignment (The works shall be assigned in phased manner spanning over one year as and when is available from other agency who is preparing drawing of roads)

b. Deleted.

c. Escalation/Price Variation

No claim / additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.

Sr. No.	Description	No of copies	Duration (in days)
1	On Submission of Land Acquisition Plan and Utility Shifting with the NHIDCL	3	within 90 days
2	On Submission of Land Acquisition Plan and Utility Shifting with State Government for LA i.e. 3(a) to 3(G) or equivalent.	3	
3	On Physical marking of Centre line and Fixing of ROW pillars.		
4	On Submission of Forest Clearance Stage-I online application		
5	On receipt of 3G equivalent for Land Acquisition.		within 180 days
6	On receipt of online approval of Forest Clearance Stage-I from the State Government.		
7	On receipt of Forest Clearance Stage-I.		
8	On disbursement of Land Acquisition and Forest Clearance amount		
Total		6	

17. Deleted.

18. **Determination or Rescission of Agreement:**

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

- i. If the consultants being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.

- ii. If the consultants commit breach of any of the terms of agreement when the consultants have made themselves liable for action under any of the clauses aforementioned, the NHIDCL shall have powers:
 - a) to determine or rescind the agreement.
 - b) to engage another consultant(s) to carry out the balance work at the risk and cost of the consultant and debiting the consultant(s) the excess amount, if any, so spent.

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

19. Withholding and Lien of Payment

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

20 Jurisdiction

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

21 General:

1. The scrutiny of the reports by the NHIDCL's own supervisory staff, if any, does not absolve the Consultant of their responsibility under the agreement. The Consultant shall remain solely responsible for structural soundness of the services for all provisions of the contract so as to satisfy the particular requirement of the specifications.
2. The Consultancy firms shall supply to the NHIDCL copies of all documents, instructions issued to Consultancy firms, if any, relating to the work and also other documents as may be required.
3. The Consultant hereby agree that the fees to be paid as mentioned in Letter of Award will be in full discharge of function to be performed by him and no claim whatsoever shall be against the NHIDCL in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.
4. While providing consultancy services, the consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Consultant shall keep NHIDCL indemnified at all times and shall bear the losses suffered by NHIDCL in this regard.
5. Consultant shall appoint and notify a team of two senior officials of his organization as nodal officers to represent the consultant in all the Meetings /presentations with Local Municipal Corporation Authorities/ State/ NHIDCL/Central Govt. or any other agency.

6. All documents shall be the property of NHIDCL. The name and logo of NHIDCL shall be pre-dominantly displayed on all the drawings and documents. The consultant shall put his name or firms name on all the documents/drawings.
7. Deleted.
8. The Consultant shall be required to sign an Agreement with NHIDCL within 10 days of the receipt of Letter of Award, based on these terms & conditions.
9. Recovery/Penalties can be recovered from the Consultancy Fee/BID SECURITY/BG of the other works that the consultant is doing or would be doing for NHIDCL during the tenure of this assignment.

SUPPLEMENT

ADDITIONAL POINTS TO BE CONSIDERED AS RELEVANT IN ADDITION TO POINTS COVERED IN MAIN TOR

Deleted

Section-5

FINANCIAL PROPOSAL

(As per BOQ uploaded on CPP portal i.e. eprocure.gov.in)

Section-6

FORMATS

- 1. Appendix- I**
- 2. Proforma of Performance Guarantee**
- 3. Agreement Form**
- 4. Integrity Pact**
- 5. LOA**

List of tentative projects:-

The details of stretches are as under;

NER Region					
Sr.No	Stretch		Alignment		Length (Km)
	Origin	Destination	Start Point	End Point	
1	Bongaigaon	Margherita	Hapachara	TulungiaPt I	14
2			TulungiaPt	Jogighopa	18.2
3			Jogighopa	Gendera	14.9
4			Gendera	PaikanPt – I	15.4
5			PaikanPt -	Dudhnoi	13.9
6			Dudhnoi	Guwahati	108
7			Tinsukia	Makum	9.6
8			Makum	Digboi	25.4
9			Digboi	Margherita	13.3
10	Sengajan	Oriyamghat	Oriyamghat Road	Oriyamghat	6.7
11			DimowCharali	Oriyamghat Road	61.9
12	Jorhat	Neamati	Jorhat	Neamati	10.4
13	Biswanath Chairali	Biswanath	Biswanath Chairali	BiswanathGhat	19
14	Naltoli	Silghat	Naltoli	Silghat	4
15	Hatsinghi	Dhu	Hatsinghimari	Rajabala	12
16	Silchar	Aizawl	Vairengte	Sairang	111
17			Silchar	Vairengte	49.9
18	Nagaon	Dimapur	Manja	Lahorijan	38.8
19			Daboka	Manja	90
20	Numaligarh	Dimapur	Numaligarh	Khatkhati	99
21	Jorabat	Mawryngkneng	Mawlyngkhung	Mawryngkneng	49.3
22	Aizawl	Kawarpuchiah	Lunglei	Tlubung	294
23	Kohima	Avakhung	Akegwo	Avakungh	91
24			Jessami	Akegwo	58.2
25	Longleng	Changtongya			35
26	Mon-Tamlu	Merangkong			100
27	Phek-	Pfutsero			66
28	Zunheboto	Chakabama			128
Total					1556.9

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

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

To,
Managing Director,
National Highways and Infrastructure Development Corporation Ltd.
PTI Building, 3'rd Floor,
4, Parliament Street
New Delhi - 110001

In consideration of "**National Highway and 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 Award No. dated..... and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs /- (Rupees) excluding service tax for "**Consultancy Services for Preparation, Submission and Clearance of Land Acquisition Plan (LAP), Utility Shifting and Forest Clearance proposals for widening and upgradation of National Highways in the North Eastern Region (NER) of India**" (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 Letter of Award 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 operable at our ,New Delhi office, 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 of 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 including and shall be extended from time to time for such period as may be desired by M/s, on whose behalf this guarantee has been given.
- b) This Bank Guarantee shall be valid up to
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (date of expiry of Guarantee).

(Signature of the Authorised Official)
(Name & Designation with Bank Stamp)

NOTE for Issuing Bank (Not to be included in the BG):-

- (a) The bank guarantee(s) contain(s) the name, designation and Code number of the officer(s) signing the guarantee(s).
- (b) 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.

- (c) 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).
- (d) The Guarantor shall also send information about the issuance of this Guarantee through SFMS gateway to the Syndicate Bank, Transport Bhawan, New Delhi — 110001 (SYNB09062) to aid in the process of confirmation of Bank Guarantee.

FORM OF AGREEMENT

DRAFT CONTRACT FOR CONSULTANT'S SERVICE INDIA CONTRACT FOR CONSULTANTS' SERVICES

Consultancy Services for Preparation, Submission and Clearance of Land Acquisition Plan (LAP), Utility Shifting and Forest Clearance proposals for widening and upgradation of National Highways in the North Eastern Region (NER) of India.

This CONTRACT (hereinafter called the "Contract") is made on the ----- day of the month of -----2017 , between, on the one hand, National Highways & Infrastructure Development Corporation Ltd. (NHIDCL), New Delhi (hereinafter called the "Client") and, on the other hand, M/s----- in JV with ----- and in Association with (hereinafter called the "Consultants").

WHEREAS

- A. the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");
- B. the Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1.4 The following documents attached hereto shall be deemed to form an integral part of this Contract:

The General Conditions of Contract (hereinafter called "GC");

The Special Conditions of contract (hereinafter called "SC");

The following Appendices:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements

Appendix B: Consultants' Sub Consultants, Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various report.

Appendix C: Hours of work for Consultants' Personnel

Appendix D: Duties of the Client

Appendix E: Cost Estimate

Appendix F: Minutes of Financial/ Contract Negotiations with the Consultant

Appendix G: Copy of letter of invitation

Appendix H: Copy of letter of acceptance

Appendix I: Copy of Bank Guarantee for Performance Security

Appendix-J: Minutes of the pre-bid meeting

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
(National Highways & Infrastructure
Development Corporation Ltd.)

Witness

1. Signature
Name
Address

By
Authorised Representative

2. Signature
Name
Address

FOR AND ON BEHALF OF
(Consultant)

Witness

1. Signature
Name
Address

By
Authorised Representative

2. Signature Name Address

INTEGRITY PACT

BETWEEN

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

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

AND

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

Preamble

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

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Consultant(s)/Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Consultant(s)/Bidder(s) the same information and will not provide to any Consultant(s)/Bidder(s), confidential/additional information through which the Consultant(s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons. **The Principal shall** obtain bids from **only** those parties who have been short-listed or pre qualified or through a process of open advertisement/web publishing or any combination thereof.
- (2) If the Principal obtains information on the conduct of any of its employees, Consultant(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and **subject to its discretion**, can **additionally** initiate disciplinary actions.
- (3) The Principal will enter into agreements with identical conditions with all

Consultant(s)/Bidder(s) for the different Work Packages in the aforesaid Project.

- (4) The Principal will disqualify from the tender process all Consultant(s)/Bidder(s) in the range of Rs 50 Crore and above, who do not sign this Pact or violate its provisions.

Section 2 - Commitments of the Bidder(s) / Consultant(s)

- (1) The Bidder(s) / Consultant(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- (a) The Bidder(s)/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 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)/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 contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/Consultant(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Consultant(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Consultant(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-"A".
 - (e) The Bidder(s)/Consultant(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

- (1) If the Bidder(s)/Consultant(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, is entitled to disqualify the Bidder(s)/ Consultant(s) from the tender process or terminate the contract, if already awarded, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of GCC /SCC of the tender/contract.

- (2) If the Consultant(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Consultant(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.
- (3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the 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(s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

Section 4: Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s)/Consultant(s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (BID SECURITY)/Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/Consultant(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Consultant (s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.
- (2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the 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(s)/Bidder(s) be in addition to the Bidder(s)/Consultant(s), as terms of Section 3 *above*. understands and agrees that this will disqualification and exclusion of the may be imposed by the Principal in

Section 5: Previous transgression

- (1) The Bidder(s)/Consultant(s) herein declares that it has committed no transgressions in the last 3 years with any other Company in any country conforming to the anti corruption approach as detailed herein or with government/ any other Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Consultant(s) has made an incorrect

statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/Consultant(s) can be black listed in terms of Section 3 above.

Section 6: Independent External Monitor / Monitors

- (1) The Principal shall, in case where the Project Value is in excess of Rs 50 Crore and above, appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.
- (2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the MD, NHIDCL. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid Monitor.
- (3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Managing Director, NHIDCL.
- (4) The Bidder(s)/Consultant(s) 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 Bidder (s) /Consultant(s) with confidentiality.
- (5) The Principal will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the 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) / SubConsultant(s)

If the Principal obtains knowledge of conduct of a Bidder/Consultant or any employee or a representative or an associate of a Bidder/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(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

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

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

Section 9 - Other provisions

- (1) This Agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/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 Bidder/ Consultant)

(Office Seal)

(Office Seal)

Place —

Date —

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Letter of Award

No. _____

Dated: .././2017

To

Kind Attention: _____

Subject: “Consultancy Services for Preparation, Submission and Clearance of Land Acquisition Plan (LAP), Utility Shifting and Forest Clearance proposals for widening and upgradation of National Highways in the North Eastern Region (NER) of India”.

Sir,

This is to notify you that your bid dated _____ for **“Consultancy Services for Preparation, Submission and Clearance of Land Acquisition Plan (LAP), Utility Shifting and Forest Clearance proposals for widening and upgradation of National Highways in the North Eastern Region (NER) of India”** for the Contract Price of Rs _____ (Rupees _____ only), excluding GST is hereby accepted by National Highways & Infrastructure Development Corporation Ltd.

Accordingly, pursuant to clause 19.0 of TOR of the RFP, you are requested to furnish an unconditional Bank Guarantee towards Performance Security for Rs. _____ /- (Rupees _____ only) within 10 days from the date of this Letter of Award as per the specified format given under Sec. 6 of RFP.

General Manager (Technical)