



**National Highways & Infrastructure Development Corporation Ltd.
(A Government of India Undertaking)**

REQUEST FOR PROPOSAL (RFP) DOCUMENT

For

PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR WORK OF CONSTRUCTION OF BUILDING FOR MILITARY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA.

NIT No.: NHIDCL/RO SHG/S-D/Defence/2021/301/14/Pt. 1

(Participation through E- Tender only)

Visit: <https://eprocure.gov.in> (for downloading documents & participation)

www.nhidcl.com (for downloading documents)

January, 2023

NHIDCL

Regional Office- SHILLONG

**(1st and 4th Floor, Parkside Building, Near BSNL, Barik, Shillong, East Khasi Hills
Districts, Meghalaya, 793001)**

(Email-id: edproshillongnhidcl@gmail.com)

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DISCLAIMER

The information contained in this proposal (*RFP*) document provided to the bidder, by or on behalf of NHIDCL is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the bidder with information to assist the formulation of their proposals. This RFP document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for NHIDCL to consider the business/ investment objectives, financial situation and particular needs of each bidder who reads or uses this RFP document. Each bidder should contact its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary, obtain independent advice from appropriate sources. NHIDCL make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

Definitions:

- Employer/Client/Owner means NHIDCL.
- Engineer/Consultant are one and the same thing for this PMC contract and means the PMC Agency.

CHECKLIST

Check List of items pertaining to Technical Proposal to be Uploaded by the bidder in E-Tender on or before the last Date & Time of Bid Submission	
Document No.	Items
1	Bid Security Declaration
2	<p>Cost of Bid Document of Rs. 11,800/- (Eleven Thousand & Eight Hundred only) inclusive of GST @18% in form of Demand Draft or RTGS in favor of NHIDCL payable at Shillong from any Nationalized or Indian Schedule Commercial Bank.</p> <p>Beneficiary: National Highways and Infrastructure Development Corporation Ltd.</p> <p>Bank: CANARA Bank, Police Bazar, Shillong</p> <p>Account No.: 94001010007580</p> <p>IFSC Code: CNRB0019400</p> <p><i>(Original DD/RTGS confirmation towards cost of Bid Document to be submitted in Shillong Office in a sealed envelope as per the procedure defined in Section-2 of the Tender Document, before tender submission date & time and scanned copy of the same to be uploaded on E-Tender Portal as proof of submission of Cost of Bid Document).</i></p>
3	Letter of proposal by Bidder in the prescribed format as per <i>(To be uploaded on E-Tender Portal) Appendix-“A”</i>
4	Power of Attorney for signing the proposal in the prescribed format <i>(To be uploaded on E-Tender Portal) (Appendix-“B”)</i>
5	Details of Technical Eligibility to be submitted by the Tenderer <i>(To be uploaded on E-Tender Portal) (Appendix-“D1”)</i>
6	Description of each Consultancy Agreement executed by Bidder to illustrate Technical Eligibility <i>[Duly signed by the Client] (To be uploaded on E-Tender Portal) (Appendix-“D2”)</i>
7	Detail of Contractual Payment received from Consultancy services by the tenderer to assess the Financial Eligibility <i>(To be uploaded on E-Tender Portal) (Appendix-“E”)</i>
8	Bankers' Certificate from a Scheduled Bank <i>(To be uploaded on E-Tender Portal) (Appendix-“F”)</i>
9	Detail / Structure of the Consultancy Agency <i>(To be uploaded on E-Tender Portal) (Appendix-“G”)</i>
10	Details of Technical and Administrative Personnel available with the Consultancy Agency <i>(To be uploaded on E-Tender Portal) (Appendix-“H”)</i>
11	Details of Resources Sheet - Equipment & Softwares available with the Consultancy Agency <i>(To be uploaded on E-Tender Portal) (Appendix-“I”)</i>
12	Integrity Pact <i>(Tenderer is to first download and then upload the same with his Digital Signature on E-Tender Portal) (Appendix-“L”)</i>
13	Affidavit By The Bidder <i>(To be uploaded on E-Tender Portal) (Appendix-“M”)</i>
14	<p>In case of Company – Upload following DOCUMENT:</p> <p>(i) MOA & AOA of the Company</p> <p>(ii) Registration Certificate of Company</p> <p>(iii) Power of Attorney duly registered & notarized by Company <i>(backed by resolution of Board of Directors)</i> in favour of individual, signing the tender on behalf of Company</p>

Check List of items pertaining to Technical Proposal to be Uploaded by the bidder in E-Tender on or before the last Date & Time of Bid Submission	
15	In case of Partnership Firm – Upload the following DOCUMENT on E-Tender Portal: (i) Self-attested copy of registered/notarized partnership deed. (ii) Power of Attorney duly authorizing one or more partners of the firm OR any other person authorized by all the partners to act on behalf of the firm into submit & sign tenders
16	In case of Sole Proprietorship Firm - Notarized copy of Affidavit in support of proprietorship <i>(To be uploaded on E-Tender Portal)</i> .
17	Goods Service Tax Registration Number and PAN/TAN Card <i>(applicable to company/partnership firm/sole proprietor) (To be uploaded on E-Tender Portal)</i> .
18	Entire RFP document is first to be downloaded from E-Tender Portal <i>(in PDF Format)</i> and then, to be uploaded with digital signature by the Authorized Signatory of the bidder.
19	All pages of all the Corrigendum/Addendum/Clarification etc. <i>(if any)</i> are first to be downloaded from E-Tender Portal and then to be uploaded with digital signature by the Authorized Signatory of the bidder.
20	Financial Bid <i>(Microsoft Excel file)</i> to be filled, saved and uploaded in E-Tender Portal

IMPORTANT NOTES:

1. **Document no. 1 to 17** of the Check List above should be scanned and uploaded at E-Tender Portal <https://eprocure.gov.in> through digital signature and after that, attach all above DOCUMENT in particular tender.
2. Similarly, the document mentioned at S. No. 18 & 19 of the Check List should first be downloaded from E-Tender Portal *(in PDF Format)* and thereafter, upload them to E-Tender Portal, through digital signature in document library & after that, attach the same in particular tender.
3. However, the tenderer(s) **must submit document no. 1 & 2** of the check list in **physical form (originals) in a sealed Envelope** *(mentioning heading on the top as Bide security declaration & Cost of Bid Document, with name of work, NIT No. Name & address of tenderer)* to the office of Executive Director (P), RO-Shillong, NHIDCL. This sealed Envelope must reach NHIDCL, Shillong on or before last date & time of bid submission, failing which, the offer of the tenderer would be **summarily rejected**.
4. For Document No. 20 of the Check List, only the downloaded ‘Financial Bid’ file should be uploaded after filling, saving and digitally signed. **Do not upload scanned copy of ‘Financial Bid’ in ‘Document Library’**. The financial bid *(after filling the rates)* should neither be scanned & uploaded, nor, the hard copy of the same should be submitted to the office of NHIDCL, RO Shillong.

Data Sheet

S. No.	Item	Description
1	Name of Work	PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR WORK OF CONSTRUCTION OF BUILDING FOR MILITARY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA. (of approx. Carpet/ floor area of 9,900 sqm).
2	Tentative Estimated Cost of Project (Cost of construction of project for which PMC is sought)	Rs. 50.0 Crore + GST Extra (Project cost is indicative that may increase or decrease and actual consultancy fee would be based on final cost of completed project excluding GST)
3	Type of Tender	Open E-Tender (Two Packet System)
4	Type of Contract	Consultancy Contract
5	Type of Technical proposal required	Quality Cum Cost Based Selection (QCBS)
6	Last Date of Receipt of Pre-Bid Query	Date: 13.02.2023
7	Date of Pre-Bid Meeting	Date: 14.12.2023 Time: 11:00 AM
8	Last date and time of Submission of proposal (Proposal Due Date)	Up to 17:00 hours on 25.02.2023
9	Opening of Technical proposal	At 12:00 hours (IST) on 27.02.2023
10	Date of opening of financial proposals	To be communicated later to only those bidders /Consultants who found technically qualified after opening of technical bid.
11	Duration of PMC Services:	PMC will be for a period of 24 months; however, PMC will be co-terminus with the project and if Building Consultant's time period is extended for whatsoever reasons, PMC also would be deemed to have been extended by the same time period without any extra cost over & above the accepted rate of PMC Contract. Thus, the PMC would be required till completion and handing over of the project to NHIDCL, including defect liability period of PMC Contract.
12	Earnest Money Deposit	Bid Security Declaration
13	Cost of Tender Document	Rs. 11,800/- (Eleven Thousand & Eight Hundred only) inclusive of GST @18%
14	Validity of proposal	120 days from the last date of submission.
15	Evaluation of the Proposals and Scoring Criteria	Refer Section-4
16	Terms of Contractual Payment upon execution of the work	Refer RFP documents
17	Representative/ Contact Person of NHIDCL where	Executive Director (P) RO-Shillong, NHIDCL,

S. No.	Item	Description
	queries / correspondence concerning this RFP to be made	E-MAIL ID: edproshillongnhidcl@gmail.com
18	Address where Bidders must submit Bid security declaration / Tender Document cost in a sealed envelope and where Prebid meeting will be held	Executive Director (P) RO-Shillong, NHIDCL, 1 st Floor Parkside Building, Opp. Lady Hydari Park, Barik, Shillong, Meghalaya-793001

SECTION-1

NOTICE INVITING REQUEST FOR

PROPOSAL

NIT NO. - NHIDCL/RO SHG/S-D/Defence/2021/301/14/Pt. 1
(Participation through E-Tender only)

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

NOTICE INVITING TENDER (NIT)

Date:2023

The Executive Director (P), RO-Shillong for and on behalf of NHIDCL (referred to as Employer in these documents) invites Request for Proposal through open E-tender on prescribed forms from Indian Project Management Consultancy firms having registered office at Shillong meeting qualifying requirements and having requisite experience and financial capacity for the work of ‘PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR WORK OF CONSTRUCTION OF BUILDING FOR MILITARY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA’

NIT No.	NHIDCL/RO SHG/S-D/Defence/2021/301/14/Pt. 1
Name of the work	PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR WORK OF CONSTRUCTION OF BUILDING FOR MILITARY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA (of approx. carpet/ floor area of 9,900 sqm).
Type of Tender	Open E-Tender (Two stage bidding)
Type of Contract	Consultancy Contract
Client/Owner	National Highways & Infrastructure Development Corporation Limited, Ministry of Road Transport & Highways, Govt. of India
Issuance of Tender Document	Can be downloaded from the website https://etenders.gov.in
Tentative Estimated cost of Project for construction of the Military buildings.	Rs. 50 Crore + GST Extra (Project cost is indicative that may increase or decrease and actual consultancy fee would be based on final cost of completed project excluding GST).
Earnest Money Deposit	Bid Security Declaration
Non-refundable cost of E-Tender/ Bid document	Cost of Bid Document of Rs. 11,800/- (Eleven Thousand & Eight Hundred only) inclusive of GST @18% in form of Demand Draft or RTGS in favor of NHIDCL payable at Shillong from any Nationalized or Indian Schedule Commercial Bank. Name of the Beneficiary: National Highways and Infrastructure Development Corporation Ltd. Bank: CANARA Bank Account No.: 94001010007580 IFSC Code: IFSC CNRB0019400 Beneficiary Bank Address: Police Bazar, Shillong

NIT No.	NHIDCL/RO SHG/S-D/Defence/2021/301/14/Pt. 1
Duration of PMC Services	PMC will be for a period of 24 months; however, PMC will be co-terminus with the project and if Building Consultant's time period is extended for whatsoever reasons, PMC also would be deemed to have been extended by the same time period without any extra cost over & above the accepted rate of PMC Contract. Thus, the PMC would be required till completion and handing over of the project to NHIDCL, including defect liability period of PMC Contract.
Defect Liability Period of PMC Contract	12 (Twelve) months
Validity of offer	120 days after the last date fixed for submission of bid including the extension(s) given (if any).
NIT No.	NHIDCL/RO SHG/S-D/Defence/2021/301/14/Pt. 1
Performance Guarantee	3% of the Awarded Project Management Consultancy Contract Value
Security Deposit/ Retention Money	In addition to performance guarantee, the agency will have to deposit 5% of awarded value of the contract towards security deposit (or to be deducted @10% through each running on account bills, subject to total maximum to 5% of contract price.)
E-Tendering Website address	https://eprocure.gov.in

2. Eligibility criteria of tenderer shall be assessed as per **Section-2**, Instruction to Bidders & Eligibility Criteria.

3. The RFP can be downloaded from the website **www.nhidcl.com**. Bidders are advised not to make any corrections, additions or alterations in the downloaded RFP document. In case, any corrections, additions or alterations in the downloaded RFP DOCUMENT are made, such proposal shall be summarily rejected.

4. The intending tenderer(s) must read the terms and conditions of this bid document RFP carefully and should only submit the proposal bid if considers eligible and in possession of all the DOCUMENT required.

5. Information and Instructions for tenderers posted on website **https://eprocure.gov.in** or **www.nhidcl.com** shall form part of RFP document.

6. Interested bidders who wish to participate should visit E-Tender Portal on the website **https://eprocure.gov.in** which is the only website for bidding their offer. However, the RFP has also been uploaded on NHIDCL website **www.nhidcl.com** for viewing only.

7. NHIDCL may issue addendum(s)/ corrigendum(s) to the RFP. In such case, the addendum(s)/ corrigendum(s) shall be issued and placed only on E-Tender Portal **https://eprocure.gov.in** and **www.nhidcl.com**, at least three days in advance of last date fixed for submission of proposal. The tenderer must keep themselves updated about the latest developments about the tender and ensure that the addendum(s)/Corrigendum(s), if any are downloaded by them from the E-Tender Portal (in PDF Format) and thereafter is/ are uploaded on the E-Tender Portal through their digital signature.

8. The tender DOCUMENT should be submitted through online mode only in website <https://eprocure.gov.in>. The offer submitted other than online mode, will not be accepted. Please refer Section-3 (Preparation & Submission of Proposal) to know in detail about procedure for submission of E-

tender.

9. The intending bidder(s) must have valid class-III digital signature to submit the bid.
10. Bidder (s) should upload DOCUMENT in the form of PDF format.
11. The bidder (s) is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender DOCUMENT and not to stipulate any deviations, else, the offer may be liable to be rejected.
12. Notwithstanding anything stated above, NHIDCL reserves the right to assess the capabilities and capacity of the tenderers to perform the contract in the overall interest of NHIDCL.
13. Technical proposal shall be opened online on E-Tender Portal at the address given below at the time and date given in NIT. The tenderer or their authorized representatives may attend the opening of technical bid.
Address of Office of the NHIDCL is as below: -
Executive Director (P)
RO-Shillong, NHIDCL, 1stFloor Parkside Building, Opp. Lady Hydari Park,
Barik, Shillong, Meghalaya-793001
14. Financial bid of only technically qualified tenderers will be opened at a later stage. The date & time of opening of financial bid will be communicated later to tenderers after closure of technical selection procedure only.
15. Any tender received ***without Bid Security declaration & Bid Document*** Cost in the form as specified in tender DOCUMENT shall not be considered and shall be ***summarily rejected***.
16. NHIDCL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. NHIDCL's assessment of suitability as per eligibility criteria shall be final and binding. NHIDCL also reserves the right for asking of any clarification from the tenderers on the submitted bid for evaluation purpose and the tenderer would have to promptly clarify the same.
17. Bidder(s) may note that, they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Such bidder(s) shall be debarred for 1 year from participating in bids/ tenders of NHIDCL. The decision of NHIDCL in this regard shall be final and binding.
18. ***JV or Consortium of any kind will not be permitted for this tender.***
19. ***In case the BIDDER is a partnership firm then, the work experience, solvency, turnover and other shortlisting criteria(s) (as specified in the tender document) should be in the name of Partnership firm only.***

We look forward for your active participation.

For & on behalf of
Executive Director
NHIDCL

SECTION-2
INSTRUCTIONS TO THE BIDDERS (ITB) &
ELIGIBILITY CRITERIA

Instructions to the Bidders (ITB) & Eligibility Criteria

1) Introduction

1.1 Project Concept:

Project Concept: NHIDCL envisages 'PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR WORK OF CONSTRUCTION OF BUILDING FOR MILITARY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA.'

NHIDCL management desired to build in phases a very vibrant and dynamic complex which should be self-contained and self-sustaining, with state of art physical, social and economic infrastructure. This complex will be eco-friendly, energy efficient, modern and integrated with its inspiring existing landscapes.

1.2 Project Background & Overview:

1.2.1 NHIDCL is developing building for Military assets to be demolished for upgradation of NH - 40 section between Shillong – Dawki road is in possession of Army HQ 101 land admeasuring carpet area of 9908 Sqm The schematic site plan is attached at Plan A having exact location, adjacent features and boundaries of the land. NHIDCL is fully entitled to develop the said land.

1.2.2 The plot enjoys excellent linkages with other parts of Shillong City and adjoining important places.

2 Invitation to submit proposal:

NHIDCL invites E-Tender from eligible Technical Consultants ("*Bidders*") for providing PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR WORK OF CONSTRUCTION OF BUILDING FOR MILITARY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA.

3 Minimum Initial Eligibility Criteria:

- (i) The applicant shall have been involved in Project Management Consultancy related work for the **last 5 (Five) years or more.**
- (ii) The single entity tenderer, should have either **completed** one Consultancy contract **OR** one **substantially completed** Consultancy contract (*see para (c) below*) for **eligible assignment** (*see para (g) below*), during the last 5 (*Five*) financial years and the current financial year (*till the tender submission date & time*), of minimum value not less than **Rs. 1.0 Cr.** executed for **Central & State Govt.,** Public Sector Undertaking (PSU) of Central & State Govt., Authority/Corporation/Autonomous Bodies etc.
 - a) The consultancy contract should have been either completed or substantially completed within this period **irrespective of date of start.**
 - b) The consultancy contract shall be treated as completed as, on the date of commissioning of the project (*excluding defect liability/ maintenance period*) or completion of the services as certified by the Employer/Client.
 - c) A **substantially completed** consultancy contract means a contract, in which, the consultancy fee of **at least** eighty percent (*80%*) of the Consultancy contract value has been received & **is equal to or more than** the minimum value stipulated for eligible assignment of present tender (*mentioned in para (ii) above*).

- d) The tenderer shall submit its work experience in the form of eligible assignment in the formats specified at **Appendix-D1 & D2** of **Section-6** as part of its technical offer for demonstrating its technical capacity and claiming technical score.
- e) The tenderer shall submit the completion certificate/ substantially completion certificate from the client(s) for the eligible assignment (*as per the format specified at Appendix-D1 & D2*). All document either original or photocopy **should be attested by Notary**.
- f) In case the tenderer/s is a partnership firm, the work experience **should be in the name of partnership firm only**.

g) Meaning of Eligible assignment:

For the purpose of determining the conditions of Eligibility and for evaluating the Technical offers under this tender, completed/substantially completed contracts of **Project Management Consultancy Services/ General Consultancy Services/ Services of Independent Engineer** (*services actually provided under the contract*) must include construction supervision for the work of **“Construction of Office / Institutional / Residential Buildings involving Multi- Storey RCC framed structure of more than 03 Floors (including ground floor) OR whose height is 12 m or more”**

Further, building height means the vertical distance measured in the case of the flat roofs from the top level of the adjoining drain to the highest point of the building and in case of sloping roof, the mid-point between the eaves level and the ridge. Architect’s features serving no other functions except that of the decoration shall be excluded for the purpose of measuring heights.

The completed/ substantially completed eligible assignment shall also include the supervision of Public health, internal & external electrical works, firefighting works, security systems, HVAC and lifts, interior works etc.

(iii) Financial capacity:

- a) The single entity tenderer, shall have during the last 3 (*three*) financial years and the current financial year, (*till the tender submission date & time*) received minimum total contractual payment **from** Project Management Consultancy services equivalent to **Rs. 3.0 Cr.** for the works executed for Central & State Govt., Public Sector Undertaking (*PSU*) of Central & State Govt., Authority/Corporation/Autonomous Bodies etc.
- b) The tenderer shall enclose with its tender, detail of contractual payment received (*as per the format specified at Appendix-E of Section-6*) duly signed by the tenderer and **statutory auditors duly notarized**, stating the Project Management Consultancy fee received in last 3 (*three*) financial years and the current financial year, (*till the tender submission date & time*).
- c) The tenderer shall submit TDS certificates/ Form-26AS/ Form-16A and Audited balance sheets/P&L Account clearly indicating the Consultancy Fee received for Project Management Consultancy services from Central & State Govt., Public Sector Undertaking (*PSU*) of Central & State Govt., Authority/Corporation. All document either original or Photostat should be **attested by Notary**.
- d) In case, the tenderer/s is a partnership firm, the turnover etc. shall be in the name of **partnership firm** only.
 - (i) Any entity which has been barred by Central/State Govt. in India, (*or any entity controlled by such barred entity*), from participating in any project, and the bar subsists as on date of tender, **would not be eligible to submit the tender**. The

applicant must submit a duly notarized affidavit to this effect.

- (ii) Conflict of interest: A tenderer shall not have a conflict of interest as per the conditions specified in the tender.
- (iii) Only those Applicants who meet all of the minimum eligibility criteria specified above shall qualify for further evaluation and who does not meet all the above minimum eligibility criteria will **stand disqualified**.

4 Desirable Criteria:

~~Having experience in PMC for execution of project as per GRIHA norms for achieving 3 or more star GRIHA rating.~~

5 Constitution of the Firm:

- (i) Tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership firm / Company. The tenderer(s) who is / are constituents of the firm / Company, shall enclose self-attested copies of the constitution of their concern, Partnership Deed and Power of attorney along with their tender. Tender DOCUMENT in such cases shall be signed by such persons as may be legally competent to sign them on behalf of the firm / company as the case may be.
- (ii) The tenderer shall give full details of the constitution of the Firm / Company and **shall also submit following DOCUMENT (as applicable), in addition to DOCUMENT mentioned above:**
 - (a) **Sole Proprietorship Firm:** The tenderer shall submit the notarized copy of the affidavit in support of Proprietorship.
 - (b) **Partnership Firm:** The tenderer shall submit self-attested copies of (i) registered / notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other person(s), authorized by all the partners to act on behalf of the firm and to submit & sign the tender, sign the agreement, witness measurements, sign measurement books, receive payments, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, Sign "No claim Certificate", refer all or any dispute to arbitration and to take similar action in respect of all tenders / contracts or said tender / contract.
 - (c) **Companies registered under Companies Act-1956:** The tenderer shall submit (i) the copies of Memorandum of Association (MOA) and Articles of Association (AOA) of the company; and (ii) Power of attorney (duly registered / notarized) by the company (backed by the resolution of Board of Directors) in favor of the individual, signing the tender on behalf of company.
- (iii) If it is mentioned in the tender submission that it is being submitted on behalf of / by a sole Proprietorship Firm / Partnership Firm/ Registered Company etc. but above-mentioned DOCUMENT (as applicable) is not enclosed along with tender, the tender **is liable to be rejected**.

After opening of the tender, any document pertaining to the constitution of the Firm etc. shall not be entertained / considered by NHIDCL, however, NHIDCL reserves the right to ask any clarification in regard to the same.

- (iv) The NHIDCL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the Firm made subsequent to the submission of tender. It may, however, recognize such power of attorney and changes after obtaining proper legal advice.

6 General Instructions:

- (i) For the purpose of this RFP document, a Business Entity shall mean a sole Proprietorship Firm/ Registered Partnership Firm / a company registered in India under the Companies Act 1956.
- (ii) JV / Consortia shall not be eligible.**
- (iii) Experience of a bidder as a member of consortia, for any project/work shall not be considered.**
- (iv) NHIDCL intends to appoint a single entity for the assignment. The aggregated block estimated cost of the project, for which, PMC is required, is expected to be around Rs 50.0 Cr + GST Extra. The contract for civil work has been finalized and other contracts for services, interiors etc. would be finalized in due course of time. The subject PMC is required for supervision of entire work of NHIDCL Corporate Office Building (*Civil / Services / Interior etc.*).

PMC will be for a period of 24 months; however, PMC will be co-terminus with the project and if Building Consultant's time period is extended for whatsoever reasons, PMC also would be deemed to have been extended by the same time period without any extra cost over & above the accepted rate of PMC Contract.

Thus, the PMC would be required till completion and handing over of the project to NHIDCL, including defect liability period of PMC Contract.

NHIDCL shall also have the discretion to increase or decrease the scope of services under the assignment.

- (v) The Project Management Consultancy Team shall comprise a Team of professionals headed by the Team Leader. The Team Leader shall be responsible for overall design, supervision, coordination and management of all the project assignment.
- (vi) Team leader shall be deployed within 10 days after issuing LOA by NHIDCL whereas the other members of Project Management Team shall be deployed within 15 days after issuing LOA by NHIDCL or as decided by NHIDCL as per the requirement of the project.

The general composition of the PMC shall be as follows: Refer Appendix N

- (vii) However, the exact composition of the team shall consist of any or all the above-mentioned functionaries depending on the requirement of the project. It could also consist of more/less than the number of one type of functionaries, as decided by NHIDCL depending on the requirement of the project. The deployment of the personnel (*continuous or intermittent*) at site shall be done on approval of NHIDCL and decision of NHIDCL in this regard would be final.
- (viii) Maximum age for the personnel in the PMC shall be 58 years for Team Leader and 55 years for other members of the PMC team. However, the maximum age can be relaxed by NHIDCL in case of exceptionally deserving candidate.
- (ix) The bidder is required to submit the CVs of the members of the team proposed for deployment as set out in the RFP, which shall be evaluated as provided in the RFP. The personnel proposed in the team shall be required to attend NHIDCL office for personal

interview at their cost. If a person proposed for any position is not found suitable by NHIDCL, another CV shall be submitted and the same procedure shall follow till a suitable person for the given position is approved.

- (x) NHIDCL intends to adopt a **two-packet system** bidding process for selection of Project Management Consultant for the assignment. Terms of References and Scope of Service is set out in **Section-4**.
- (xi) The Proposals received from eligible consultants shall be evaluated on the basis of the criteria set out in this RFP document. Each Bidder shall submit a maximum of one (1) proposal for the Assignment. Any Bidder who submits more than one Proposal for the Assignment **shall be disqualified**. The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.
- (xii) The Successful Bidder is required to enter into a Consultancy Agreement with NHIDCL and the draft of the same is set out in Appendix C. The fees shall be paid to the Successful Bidder by NHIDCL in the manner as set out in this RFP document / Consultancy Agreement.
- (xiii) PMC will be for a period of 24 months; however, PMC will be co-terminus with the project and if Building Consultant's time period is extended for whatsoever reasons, PMC also would be deemed to have been extended by the same time period without any extra cost over & above the accepted rate of PMC Contract.
Thus, the PMC would be required till completion and handing over of the project to NHIDCL, including defect liability period of PMC Contract.
- (xiv) The Proposal shall remain valid for a period not less than 120 days from the Proposal Due Date (*Proposal Validity Period*). NHIDCL reserves the right to reject any Proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent.

7— Earnest Money:

8. Cost of Tender DOCUMENT downloaded from internet:

- (i) Tender document is available on www.eprocure.gov.in and www.nhidcl.com and the same can be downloaded and used as tender DOCUMENT for submitting the offer. The cost of tender document as mentioned in NIT shall be deposited by the tenderer in the form of Demand Draft (DD) or RTGS in favor of NHIDCL payable at Shillong from any Nationalized or Indian Scheduled Commercial Bank only.
- (ii) The physical form (*originals*) of Bid Security Declaration & Cost of Bid Document shall be sealed in one envelope (*mentioning heading on top as "Bid Security Declaration & Cost of Bid Document" along with Tender No., Name of work and Name & address of Tenderer*) and should be submitted to Executive Director (Project), RO-Shillong, NHIDCL on or before the last date & time of Bid submission.
- (iii) Tenderer to note that, if the cost of bid document (*in the manner specified above*) is not received in original (*before bid submission date & time*) in the office of Executive Director (Project), RO-Shillong, NHIDCL then, the tender would be **summarily rejected**.
- (iv) Also, scanned copy of the above DD/RTGS should be uploaded on E-Tender Portal as the proof of submission of Cost of Bid Document (*refer check list item no.2*).

~~(v) Please note that the cost of the tender document & Earnest Money Deposit should be paid separately and not to be clubbed together.~~

9. Clarifications and Amendments to RFP DOCUMENT:

- (i) Bidders may request a clarification of any of the issue related to the RFP document up to the date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The responses of NHIDCL will be uploaded in the website www.eprocure.gov.in, without identifying the source of inquiry.
- (ii) At any time before the proposal due date, the NHIDCL may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an amendment. The amendment shall be uploaded in the website www.eprocure.gov.in or www.nhidcl.com only. The amendments shall be binding on the bidders. To give bidders reasonable time to take an amendment into account in their proposals, the NHIDCL may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission by uploading a notice on E-tender Portal only. In case there is a substantial change in RFP, NHIDCL may publish the revised RFP. Revised RFP will be uploaded on E-Tender portal www.eprocure.gov.in and www.nhidcl.com only.

10 Conflict of Interest:

NHIDCL policies require that selected bidders under contracts provide professional, objective, and impartial advice and at all times hold the NHIDCL's interest's paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders shall not be engaged for any assignment that would be in conflict with their prior or current obligations to other NHIDCLs, or that may place them in a position of not being able to carry out the assignment in the best interest of NHIDCL. Without limitation on the generality of the foregoing, bidders, and any of their associates shall be considered to have a conflict of interest and **shall not be engaged under any of the circumstances set forth below:** -

- (i) If a consultant combines the function of consulting with those of contracting and/or supply of equipment; or
- (ii) If a consultant is associated with or affiliated to a consultant or manufacturer; or
- (iii) If a consultant is associated with or affiliated to or combines the function of consulting with firm that prepared the Detailed Project Report (DPR) or proof checking engineering, design for the projects(s) under assignment.
- (iv) If a consultant is owned by a consultant or a manufacturing firm for the projects(s) under assignment. offering services as bidders for the consultant should include relevant information on such relationships along with a statement in the Technical proposal cover letter to the effect that the consultant will limit its role to that of a consultant and disqualify itself and its associates from work, in any other capacity or any future project within the next five years (*subject to adjustment by NHIDCL in special cases*), that may emerge from this assignment (*including bidding or any part of the future project*). The contract with the consultant selected to undertake this assignment will contain an appropriate provision to such effect; or

- (v) If there is a conflict among consulting assignments, the consultant (*including its personnel*) and any subsidiaries or entities controlled by such consultant shall not be engaged for the relevant assignment.

11 **Fraud and Corruption:**

NHIDCL requires that bidders to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the NHIDCL:

- (i) Defines, for the purposes of this provision, **the terms set forth below as follows:**
 - (a) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the consultant selection process or in contract execution;
 - (b) “Fraudulent practice” means a representation or omission of facts in order to influence a selection process or the execution of a contract;
 - (c) “Collusive practices” means a scheme of arrangement between two or more bidders, designed to influence the action of any party in a consultant selection process or the execution of a contract;
 - (d) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a consultant selection process, or affect the execution of a contract; and
- (ii) NHIDCL will reject a proposal for award if it determines that the consultant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (iii) NHIDCL will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in NHIDCL-financed activities if it at any time collusive or coercive practices in competing for, or in executing, an NHIDCL-financed contract; and
- (iv) NHIDCL will have the right to require that, in consultant selection documentation and in contracts financed by the NHIDCL, a provision be included requiring bidders to permit the NHIDCL or its representative to inspect their accounts and records and other DOCUMENT relating to consultant selection and to the performance of the contract and to have them audited by auditors appointed by the NHIDCL.

12 **Security Deposit:**

- (i) The security deposit, the rates for which are given below, may be deposited by the consultant or may be recovered by percentage deduction (10%) from the consultant’s “on account” bills. Provided also that in case of defaulting consultant the NHIDCL may retain any amount due for payment to the consultant on the pending “on account bills” so that the amounts so retained may not exceed 5% of the total value of the contract.
- (ii) **Recovery of Security Deposit:** - Unless otherwise specified in the special conditions, if any, the Security Deposit / rate of recovery / mode of recovery shall be as under:
 - (a) Security Deposit for each work should be 5% of the contract value.
 - (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
 - (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (b) below);

FD etc. shall be accepted towards Security Deposit.

- (iii) Security deposit shall be returned to the consultant after the expiry of the Defect Liability Period in all the cases other than Note (a) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the consultant and that there is no due from the consultant to NHIDCL against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the consultant concerned should be obtained.

Note:

- a) After the work is physically completed, security deposit recovered from the running bills of a consultant can be returned to him if he so desires, in lieu of FDR / irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- b) In case of contracts of value Rs.50 crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.
- (iv) **No interest** will be payable upon the Security Deposit or amounts payable to the consultant under the contract.

13 Performance Guarantee (P.G.):

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the consultant fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated. The failed consultant shall be debarred for 1 years from participating in tender of NHIDCL/MoRTH/NHAI.
- (b) The successful bidder shall submit the Performance Guarantee in the following form amounting to 3% of the contract value: -
- Irrevocable Bank Guarantee
- (c) The performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the contract agreement. The agreement should normally be signed within 30 (thirty) days after the issue of LOA and the Performance Guarantee shall also be submitted within this time limit. This P. G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the consultant shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the consultant will not change for variation up-to 25% (either increase or decrease).

In case, during course of execution, value of contract increases by more than 25% of the original contract value, an additional performance guarantee amounting to 5% (Five percent) for the excess value over the original contract value shall be deposited by the Consultant.

On the other hand, if the value of the Contract decreases by more than 25% of the

original contract value, performance guarantee amounting to 5% (Five percent) of the decrease in contract value shall be returned to consultant. The PG amount in excess of required PG for decreased contract value, available with NHIDCL shall be returned to consultant as per their request duly safeguarding the interest of NHIDCL.

The procedure to release “Excess PG available with NHIDCL with respect to required **PG for decreased contract value**” will be as under:

- Consultant shall submit his request to release current PG, along with submission of a revised PG of requisite amount as notified/communicated by NHIDCL.
 - NHIDCL shall duly verify and confirm the genuineness of revised PG as per concurrent guidelines.
 - After confirmation regarding genuineness of revised PG of requisite value, earlier PG can be released.
- (e) The performance Guarantee (PG) shall be released after the physical completion of the work based on the ‘completion certificate’ issued by the competent authority stating that the Consultant has completed the work in all respects satisfactorily. The security deposit shall, however, be released only after the expiry of the defect liability period and after passing the final bill based on ‘No Claim Certificate’ from the Consultant.
- (f) **Whenever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed.** The balance work shall be got done independently without risk and cost of the failed Consultant, the failed Consultant shall be debarred from participating in the tender for executing the balance work. If the failed Consultant is a JV or a partnership firm, then every member / partner of such a firm shall be debarred from participating in the tender for the balance work in his / her individual capacity or as a partner of any other JV / partnership firm.
- (g) The Employer shall not make a claim under the Performance Guarantee except for amounts to which, the NHIDCL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- Failure by the Consultant to extend the validity of the Performance Guarantee as described herein above, in which event the Employer may claim the full amount of the Performance Guarantee.
 - Failure by the Consultant to pay NHIDCL any amount due, either as agreed by the Consultant or determined under any of the Clauses/conditions of the agreement, within 30 days of the service of the notice to the effect by Employer.
 - The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the NHIDCL.

14 Execution of Contract Agreement:

The Tenderer whose tender is accepted shall be required to appear in person at the office of ED(P), RO-Shillong, NHIDCL or if a firm or corporation, a duly authorized representative shall so appear and execute the contract agreement within 30 days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case, the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

In the event of any tenderer whose tender is accepted refuses to execute the contract agreement as here in before provided, NHIDCL may determine that such tenderer has abandoned the contract and there upon, his tender and acceptance thereof shall be treated as cancelled and NHIDCL shall be entitled to debarred the bidders for 1 year from

participating in tender of NHIDCL.

15 Indemnity by Consultant:

The Consultant shall indemnify and save harmless the NHIDCL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the NHIDCL by reason of any act or omission of the Consultant, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

16 Force Majeure Clause:

If at any time, during the continuance of this contract, the Performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or act of God (*hereinafter, referred to events*) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance of delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Employer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

17 Right of Rejection:

The NHIDCL reserves the right to reject any proposal that does not address all the requirements of the RFP. In addition, the NHIDCL reserves the right to accept or reject any proposal submitted by the Consultants, and to cancel the RFP process and reject all proposal submissions at any time, without thereby incurring any liability to the affected Consultant or any obligation to inform the affected Consultant the grounds for NHIDCL's action.

18 Disqualification:

The Selection Committee may disqualify bids on account of but not limited to the **following reasons:**

- (i) If received after the last date and time.
- (ii) If the bidder disregards any of the terms & conditions of the bid and/or leaves any ambiguity in calculation of the consultancy fee
- (iii) If the participant attempts to influence any member of the selection board.
- (iv) Conditional bids.

The decision of the selection committee in the matter of disqualification shall be final and binding on the firms.

19 Termination of Bid:

- (i) Against all expectations entertained by NHIDCL, if none of the participating firms could be declared by the selection committee as the winner of the bid, the bidding will be regarded as terminated.
- (ii) NHIDCL reserves right to accept or reject only / all bidders including the lowest bidder without assigning any reason(s) whatsoever.

20 Settlement of Disputes:

The decision of the Selection Committee shall be final & binding on participating firms. In the event of any grievance, the aggrieved party may make a representation before the NHIDCL, within 3 working days of the announcement of the successful bidder. The NHIDCL will decide upon the issue raised by said aggrieved party and will give it finding in writing within 15 days of receipt of said representation. The findings of ED/ NHIDCL / RO-SHILLONG will be final and binding upon the aggrieved party.

21 Additional Information:

The NHIDCL reserves the right to:

- (i) Postpone and / or extend the date of receipt of or to withdraw the bidding notice without assigning any reason thereof, entirely at the discretion of the NHIDCL. In such an event, consulting firms shall not be entitled to any compensation in any form, whatsoever.
- (ii) Reject or accept proposals; and
- (iii) Cancel the bidding process and reject all or any of the proposals and will not be bound to accept lowest or any proposal or to give any reasons for the decision in the consultation with the Selection Committee.

22 Brief Description of Work:

On behalf of President of India, National Highways and Infrastructures Development corporation Limited, herein after referred to as 'NHIDCL' is inviting e-tenders from reputed Firms/ Companies (*having requisite experience and financial capacity*) for providing Project Management Consultancy (PMC) services **for the following work:**

" WORK OF CONSTRUCTION OF BUILDING FOR MILATRY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA."

The scope of work for present tender includes providing of Project Management Consultancy Services for WORK OF CONSTRUCTION OF BUILDING FOR MILATRY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA. The scope of consultancy services includes the soil investigation, preparation of detailed design, estimates and RFP documents for tendering, Supervision & Quality Control of **Civil, Plumbing & Sanitation, Electrical, Fire-fighting, HVAC, Interiors, Landscape & Other related services works**. The building is a varies from G to G+2 storey **RCC framed structure** with approx. carpet/ floor area of 9900 sqm.

- (i) **Estimated cost of the project for which PMC is required:**

Rs. 50.0 Crore + GST Extra (*Project cost is indicative that may increase or decrease*)

and actual consultancy fee would be based on final cost of completed project excluding GST).

(ii) Time Period for PMC:

PMC will be for a period of 24 months; however, PMC will be co-terminus with the project and if Building Consultant's time period is extended for whatsoever reasons, PMC also would be deemed to have been extended by the same time period without any extra cost over & above the accepted rate of PMC Contract.

Thus, the PMC would be required till completion and handing over of the project to NHIDCL, including defect liability period of PMC Contract.

SECTION-3
PREPARATION & SUBMISSION OF PROPOSAL

Preparation & Submission of Proposal

1) General Instructions (for only E-Tendering system):

Submission of Online Bids is mandatory for this Notice Inviting Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner.

Words in capital and not defined in this document shall have the same meaning as in “BID DOCUMENT”.

A) Accessing / Purchasing of Bid Document:

- (i) It is mandatory for all the Bidders to have class-III digital signature certificate (*in the name of person who will sign the Bid*) from any of the licensed certifying agency (“CA”) [*Bidders can see the list of licensed CAs from the link www.cca.gov.in*] to participate in e-tendering.
- (ii) To participate in bidding, Bidders have to pay a sum of Rs. 10,000/- + GST @ 18% i.e. Rs. 11,800/- (*Rs. Eleven Thousand & Eight Hundred Only*) as a cost of the BID DOCUMENT (*non-refundable*). Please refer Section-2 of RFP Document.

B) Preparation & Submission of Tender:

- (i) The Bidder must read all the instructions in the RFP DOCUMENT and submit the tender accordingly.
- (ii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory, holding Power of Attorney and Digital Signatory are not the same, the ***bid shall be considered non-responsive***.
- (iii) Before quoting the rate and uploading the ‘Financial Bid’, bidders are advised to upload scanned copies of all the requisite DOCUMENT (*Item No.1 to 17 mentioned in “Check List of the tender document*) in the document library of E-Tender Portal. Thereafter, attach all these DOCUMENT in the particular Tender through E-Tender Portal.
- (iv) Similarly, the bidders are required to download the tender document (*Item No.18 of the Check List of the tender document* and Addendum/Corrigendum (*if any*) (*Item No.19 of the Check List of Tender Document*) from the E-Tender Portal (*in PDF Format*) and upload the same through digital signature in the document library of the E-Tender Portal. Thereafter, attach all these DOCUMENT in the particular Tender through E-Tender Portal.
- (v) After uploading above DOCUMENT in the document library and thereafter attaching the same in tender document, bidders should quote their rates in the downloaded ‘Financial Bid’ file (*Item No. 20 of the Check list of Tender Document*) and save the file on their computer. After saving, the bidder can upload the duly filled in file at E-Tender Portal. The name of the downloaded ‘Financial Bid’ (*‘Financialbid.xls’*) file should not be changed.
- (vi) However, Bid Security Declaration should be submitted to NHIDCL as mentioned in Section 2- Instructions to Bidders & Eligibility Criteria in the RFP Document.

C) Modification / Substitution/ Withdrawal of bids:

- (i) The Bidder may modify, substitute or withdraw its e- bid after submission, but prior to the Bid Due Date & time. No Bid shall be modified, substituted or withdrawn by the Applicant on or after the Bid Due Date & time.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date & time (*unless the same has been expressly sought for by the Authority*) shall be

disregarded.

- (iii) For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.

D) Pre-Bid Meeting:

- (i) Bidders may request for a clarification on any Clause(s) of the RFP Document on or before the date of Pre-Bid meeting. Any request for clarification must be sent in writing, or by standard electronic means to NHIDCL. 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 Bidders. If NHIDCL deem it necessary to amend the RFP Document as a result of clarification or any other reason, it shall do so.
- (ii) At any time before the submission of tender, NHIDCL may modify/amend the RFP document and extend the last date of submission/opening of the tender by issuing a corrigendum/addendum.
- (iii) Any Corrigendum/Addendum thus issued shall form part of RFP document and shall be posted only on tender portal and the Bidders are thus advised to update their information by using said website www.eprocure.gov.in To give the Bidders reasonable time totake an amendment 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 ofthe tender.
- (iv) A Pre-Bid meeting with the prospective Bidders will be conducted as per the scheduled date & time mentioned in the NIT. However, if any change occurs in date & time of the meeting then it would be communicated through Tender Wizard portal only.

E) Opening and Evaluation of Bids:

- (i) Opening of Bids will be done through online process.
- (ii) Tender will be opened at the scheduled date & time as mentioned in the NIT, in the office of ED(P), RO-Shillong, NHIDCL in the presence of the tenderers or their representatives as may be present at the prescribed date and time.
- (iii) After the opening of “TECHNICAL BID” of all the tenderers, these bids shall be scrutinized and analyzed. If, found necessary by the Employer, the tenderers shall be asked to furnish clarifications and the Employer may also hold discussions with the tenderers after giving due notice. The names of the tenderers whose bid are considered complete and meet eligibility criteria shall be short listed.
- (iv) The **FINANCIAL BID** shall be opened on a subsequent date and time duly notified well in advance. The Financial bids of only those tenderers shall be opened who are short listed after scrutiny of their Technical bid. The Financial bid of the tenderers who do not qualify during scrutiny of Technical bid shall not be opened.

2) Clause applicable for tender DOCUMENT downloaded from Internet:

- (i) Tenderer/s is free to download tender DOCUMENT at their own cost, for the purpose of perusal as well as for using the same as tender document for submitting their offer.
- (ii) After award of the work, an agreement will be drawn up.

3) Care in Submission of Tenders:

- (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account with that the rates he enters in the tender forms are adequate and all-inclusive.

- (ii) Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(*UTGST*)/respective state's State Goods and Services Tax Act (*SGST*) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. **Tenders will ensure that full benefit of Input Tax (ITC) likely to be availed by them is duly considered while quoting rates.**
 - (iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to NHIDCL immediately after the award of contract, without which no payment shall be released to the Consultant. The Consultant shall be responsible for deposition of applicable GST to the concerned authority.
- 4) Taxes, Duties etc.:
- (i) GSTIN of NHIDCL will be provided to the Consultant along with the letter of acceptance (*LOA*).
 - (ii) Payment to the Consultant will be subjected to TDS as per rules in force from time to time. The tax deduction at source (*TDS*) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Consultant by the NHIDCL.
 - (iii) Consultant shall submit GST compliant tax invoice containing (*GSTIN of NHIDCL*) and all the particulars as stipulated under invoice rules of GST law. Payment shall be made to the Consultant only after submission of GST compliant tax invoice.
 - (iv) No reimbursement on account of increase/decrease in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Bidder has to make his own assessment of the impact of future variation (*if any*) in rate of taxes/duties/levies etc. in his price bid.
 - (v) All other applicable taxes and duties has to be paid by firm.
- 5) Other Instructions:
- (i) The Consultants must read the RFP document carefully and submit their bids in strict conformity with the requirements as given in the document. The proposal and related correspondence and DOCUMENT shall be written in English language.
 - (ii) The Consultants are advised to acquaint themselves with all information including risks, contingencies and other circumstances in execution of the work at their own risk, responsibilities and cost. Consultants are advised to visit site at their own cost and familiarize themselves with the site.
 - (iii) All the persons working for the consultant are also supposed to follow the highest level of work ethics. If any such person indulges in corrupt and fraudulent practices, the Consultant is liable to be disqualified.
 - (iv) The Consultant is expected to ensure that person of proven ability and adequately qualified are only employed at site and they work diligently. If client finds any Engineer/ other personnel not up to the mark, the consultant shall withdraw such person(s) from site and replace him / them by posting new ones. In case, an Engineer(s) resigns from his / their employment or is transferred to some other assignment, the consultant shall immediately

provide a substitute of equivalent caliber. Consultant shall not make any changes in the personnel deployed by him without prior permission of client.

- (v) Consultants are advised to understand carefully entire scope of work and allied activities involved in the execution of the project.
- (vi) NHIDCL reserves the right to terminate the selection process or postpone the same at any stage without assigning any reasons thereof.
- (vii) For the items included in “Scope of Work” for consultant the elaboration / description of work will not be ground for claiming additional fee or remuneration.
- (viii) A conditional bid is liable to be rejected.**
- (ix) The proposal on submission by the Consultants shall become the property of the NHIDCL.

SECTION-4

EVALUATION AND SELECTION CRITERIA

SECTION –4
EVALUATION AND SELECTION CRITERIA

1) General:

The PMC will be selected based on the total of weighted marks of technical bid & financial bid. There will be a marking system in financial & technical bid having **30% and 70% weightage** respectively in a scale of 100 marks. Firm with the highest weighted marks after final evaluation will be selected.

2) Selection Criteria:

- (i) Rather than automatically accepting the lowest price, the tender evaluation process applies weighting for skills, quality, experience and previous performance in a manner to ensure value for money.
- (ii) To assess tenders, a system of criteria intended to encapsulate the competence of the tendering organization to undertake the project is used to rate the firm's bid.
- (iii) All relevant information requested in the RFP DOCUMENT and provided with the RFP is used in the RFP evaluation.
- (iv) Selection criteria are intended to assess the competence of the tendering organizations to achieve the required project outcome and are used to rate each of the tenders.

3) Criteria for Evaluation:

(i) Evaluation of Technical Offers:

- (a) Only those Tenderers whose tenders are found responsive and who meet the eligibility criteria specified in Clause-3 of Section-2 shall qualify for evaluation under this section. Tenders not meeting with the requirements at any stage as specified above shall be rejected. Tenderers will be evaluated on the basis of Tenderer's relevant experience. Only those Tenderers whose Technical Offer score **60 (sixty) marks or more** out of 100 (*Hundred*) marks shall qualify for further consideration and selection. A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score and Financial Bids of such failed bidders will not be opened.

(b) The scoring criteria to be used for evaluation of technical offer shall be as follows:

Item Code	Parameter	Maximum marks	Criteria
1.	Firm's Relevant Experience	100	For completed / substantially completed Eligible Assignments as defined in Clause-3 of Section-2, marks will be allotted as per the following: 1) For one substantially completed Eligible Assignment: 67 marks 2) For one completed Eligible Assignment: 73 marks 3) For two substantially completed Eligible Assignments: 73 marks 4) For more than two substantially completed Eligible Assignments: 80 marks 5) For one completed and one substantially completed Eligible Assignment: 80 marks. 6) For one completed and two or more substantially completed Eligible Assignments: 83 marks 7) For two completed Eligible Assignments: 87 marks 8) For two completed and one substantially completed Eligible Assignment: 93 marks. 9) For two or more completed and two or more substantially completed Eligible Assignments: 100 marks 10)Note -The meaning of substantially completed assignment is defined in Clause – 3 (ii)(c) of Section-2.

- (c) NHIDCL will notify the Consultant who secure the minimum qualifying technical score, indicating the date and time set for opening of the Financial Bids through notification on E-Tender Portal.

(ii) Financial Bid Opening and Bids Evaluation:

- (a) The Financial Bids will be opened publicly in the presence of bidders' representatives who choose to attend. The name of the bidders, their technical scores and the proposed quote will be read aloud and recorded when the Financial Bids are opened.
- (b) Prior to evaluation of the Financial Bids, the Evaluation Committee will determine whether the Financial Bids are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
- (c) The rate quoted by the bidder in the Financial Bid shall be deemed as final and reflecting the total cost of services. The evaluation shall be inclusive of all taxes, duties, levies but excluding GST under the Applicable Law of the land.

4) Award of contract:

(i) Selection of Bidder for Award of Work:

The final selection of the tenderer for the award of work will be based on the scores secured by it in the Evaluation of Technical Bid and the price quoted by it in the financial bid as detailed below:

- (a) **70% weightage** will be considered for Technical Score (TS) obtained in the Evaluation of Technical Bid
- (b) **30% weightage** will be considered for the price quoted by the bidder in the financial bid, this will be termed as financial score (FS).

Financial score of the proposals will be determined using the following formula:

$FS = 100 \times (FL/F)$ where FS is the financial score of an applicant. FL is the lowest financial proposal among all and F is the financial proposal of the particular applicant.

- (c) For the purpose of calculation of Composite score (S) for each bidder, the weightage shall be **70%** for the Technical Score (TS) and **30%** for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:

$$S = TS \times 0.70 + FS \times 0.30.$$

Tenderers will be ranked accordingly to their Composite Scores and will be listed in the order of merit as H 1, H 2 and H 3 and so on. The top scorer (H 1) would be eligible and may be invited for negotiations (*if required*) and shall be recommended for award of work accordingly.

In case of a tie (*having same composite score*), the bidder getting higher technical score will be ranked higher.

Section-5 CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

1. Definitions

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

- a) The word "**Employer**" or "**Company**" or "**Owner**" or "**Client**" wherever occurs in the conditions, means NHIDCL, represented at Head Quarters of the Company by the Managing Director or his authorized representatives or any other officer specially deputed for the purpose who will employ the consultant.
 - b) The word "**Principal Employer**" wherever occurs, means the officer nominated by the Company to function on its behalf.
 - c) The word "**Consultant/ Consultants**" wherever occurs means the successful bidder /bidders who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.
 - d) **Approved** means approved by NHIDCL's Engineer-in-Charge in writing including subsequent confirmation of previous approval and 'Approval' means approval by NHIDCL's Engineer-in-Charge in writing as abovesaid.
 - e) **Applicable Law** means the laws and any other instruments having the force of law in India.
 - f) **Firm /Consultant** mean any private or public entity that will provide the Services to NHIDCL under the Contract.
 - g) **Building** shall mean the Construction of proposed building.
 - h) **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between NHIDCL and the consultant, together with the documents referred to therein including these conditions, the specifications, design brief, basic drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
 - i) **Contract Price** means the price to be paid for the performance of the Services, in accordance with Section-5.
 - j) **Engineer-in-Charge** means the Engineer of NHIDCL, the name of whom is intimated through letter of award, or his representative as may be duly appointed and authorized in writing by him to act as "Engineer-in-charge" on his behalf for the purpose of the contract, to perform the duty set forth in this General condition of contracts and other contract documents.
 - k) **Estimated Cost** means estimated cost put to tender for inviting financial bid from the firm/Consultant for Architectural planning, designing and detailing.
 - l) **In writing** means communicated in written form with proof of receipt.
 - m) **Language** means all documents and correspondence in respect of this contract shall be in English Language.
 - n) **Letter of Award (LOA)/Letter of Intent (LOI)** shall mean NHIDCL's letter or
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notification conveying his acceptance of the tender subject to such conditions as may have been stated therein.

o) **Month** means English Calendar month 'Day' means a Calendar Day of 24 Hrs each.

p) **NHIDCL** shall mean National Highways Infrastructure Corporation Limited is a fully owned company of the Government of India with its registered office at 3RD FLOOR, PRESS TRUST OF INDIA BUILDING, 4, PARLIAMENT STREET, NEW DELHI – 110001 or its administrative officers or its engineer or other employees authorized to deal with any matter with which these persons are concerned on its behalf.

q) **Owner/Client** means the Government, Organization, Ministry, Department, and Society, Cooperative etc. which has awarded the work / project to NHIDCL and on whose behalf NHIDCL is entering into the contract and getting the work executed.

r) **Site** shall mean the site of the contract/ Architectural works including any building and erection thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by NHIDCL or the Engineer for the contract's use.

s) **Services** means the work to be performed by the Consultant pursuant to this Contract, as described in Bid Document.

t) **Sub-Consultants** means any person or entity to whom /which the Consultant subcontracts any part of the Specialized Services.

u) **Writing** means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.

v) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.

w) The headings in the clauses/conditions of contract are for convenience only and shall not be used for interpretation of the clause/ condition.

x) **"Written notice"** shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the consultants firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail/e-mail to the last business address known to him who gives the notice.

y) **"The constructional plant"** means all appliances, tools, plants or machinery of whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.

z) **"Drawings"/"Plans"** shall mean all:

- drawings furnished by the owner with the bid document, if any, as a basis for proposals,
- working drawings furnished by the Owner after issue of letter of acceptance of the tender to start the work,
- subsequent working drawings furnished by the owner in phases during progress of the work, and
- drawings, if any, submitted by the consultant as per provision of the contract and duly approved by the owner.

aa) **"Codes"** shall mean the following, including the latest amendments, and/or replacements, if any:

- Bureau of Indian Standards relevant to the works under the contract and their specifications.
- Indian Electricity Act and Rules and Regulations made there under.
- Any other Act, rule and regulations applicable for employment of labour, safety

- provisions, payment of provident fund and compensation, insurance etc.
- bb) “**Consultant**” means Architectural, Engineering, Supervision and Quality Control Consultant and includes sub-consultant and their Personnel engaged for carrying out of services under this agreement;
- cc) “**Personnel**” means persons hired by the Consultants or by any sub-consultant as employees and as- signed to the performance of the Services or any part thereof;
- dd) “**Party**” means the Client or the Consultants, as the case may be, and Parties means both of them;
- ee) “**Project**” means ‘Architectural & Engineering’ and/or Supervision & Quality control work described in tender document.
- ff) “**Sub-Consultant**” means any entity to which the consultant sub-contracts any part of the services in accordance with the provisions of tender document and;
- gg) “**Third Party**” means any person or entity other than the Government, the Client, or the Consultants;

General Condition of Contract:

1. Relationship between the Parties:

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between NHIDCL and the Consultant. The Consultant, subject to this Agreement, has complete charge of personnel performing the Services conforming to all statutory requirements with respect to the personnel deployed and providing all appropriate benefits to them and shall be fully responsible for the Services performed by it or on its behalf. The Agreement shall commence on the date it is executed by the Parties.

2. Performance Security, Liquidated Damages and Penalties:

2.1 Performance Security (*Performance Guarantee & Security Deposit*):

Please refer Para-12 & 13 of Section-2 (*Instruction to Bidders & Eligibility Criteria*)

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

2.3 Penalties

a. For Non-Submission of Monthly Reports:- Non submission of monthly report with monthly running bill shall irrevocable attract penalty of Rs.10,000/- (Ten thousand) for each non- submission. This amount shall be non-refundable.

b. For Failure of Periodical Appraisal: Project Coordinator/Team Leader meet at least once in two months to the EIC to discuss the progress, performance of the team and issues, if any, related to works. Failure to do so will entail a penalty of Rs.25,000/- (twenty-five thousand) for each such visit.

c. Deduction for non-Deployment of Key Experts: In case of non-deployment of minimum Key Experts, deduction of Rs.50000 (Fifty thousand) for each senior Key Expert and Rs.25000 (Twenty-Five thousand) for each junior key experts shall be made per month.

2.4 Appropriation of Performance Security:

The NHIDCL shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified herein above.

2.5 Penalty for deficiency in Services:

In addition to the liquidated damages not amounting to penalty, warning may be issued to the

Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action may be taken by NHIDCL, including debarring for a specified period or with holding.

- 2.6 In the event of total default / failure by the Consultant in providing the Services, NHIDCL reserves the right to get the Services executed by any other consultant after appropriating the Performance Security (*Performance Guarantee & Security Deposit*) following due procedure as per the contract.
- 2.7 The PMC shall prepare a check list for submissions of bills by the Building Consultant. The PMC shall check, verify and submit the bill within seven (7) days of receipt of the bill from the Building Consultant/s.
- 2.8 The following activities shall attract penalties which shall be deducted from the running bill for consultancy services:

S.No.	Activities	Penalty
1	Report Submission	If there is any delay in report submission, NHIDCL may impose a penalty upto Rs.5000/- (<i>Rupees Five Thousand Only</i>) from the running bill of PMC.
2	Absent from Duties	For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 15 working days in a year or more than 5 working days at one time, the consultant shall deploy personnel of equal or higher qualification and experience under the intimation to NHIDCL. In the event of the failure of the consultant to do so, NHIDCL may impose a penalty upto Rs.10,000/- (<i>Rupees Ten Thousand Only</i>) from the running bill of PMC.
3	Change of Manpower	If, there is any change in manpower a. Key personnel 1 time (<i>Team Leader</i>). b. Other professional 2 times. c. For any change in key personnel more than one time after confirmation, NHIDCL may impose a penalty upto Rs. 50,000/- (<i>Rupees Fifty Thousand Only</i>) on each change. d. For any change in other professionals during the work, NHIDCL may impose a penalty of Rs 5000/- .
4	Mistake in measurements due to negligence/informational	If there is any major mistakes found in taking measurements which is +/- 10% , NHIDCL may impose a penalty by deducting up-to Rs. 5,000/- (<i>Rupees Five Thousand Only</i>) per mistake.
5	Performance of the team members	If, the service of a team member provided by the Consultant is not acceptable to the NHIDCL, the Consultant shall replace the team member within 07 days of given such notice. If the Consultant fails to quickly deploy/ replace a team member as instructed by the Employer, the Employer may make temporary arrangement. The temporary deployment/replacement shall be paid by the NHIDCL with Commensurate deduction from the running bill of the PMC.

3. Suspension:

NHIDCL may by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the later fails to perform any of its 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) request the Consultant to remedy such failure within the period not exceeding fifteen (15) days after the Consultant of such notice of suspension.

4. Termination:

(i) By NHIDCL:

NHIDCL may, by not less than thirty (30) days' written notice of termination to the Consultants *(except in the event listed in paragraph (e) & (f) below, for which there shall be a written notice of not less than Forty Five (45) days)*, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause, 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 4 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the NHIDCL may have subsequently approved in writing;
- (b) If the Consultants become insolvent or bankrupt or enter into any Contracts 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
- (d) If the Consultants submit to the NHIDCL a statement which has a material effect on the rights, obligations or interests of the NHIDCL and which the Consultants know to be false;
- (e) If, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than Forty Five (45) days; or
- (f) If the NHIDCL in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) If the Consultant, in the judgment of the NHIDCL has engaged in corrupt or fraudulent practices in executing the Contract.
- (h) In case the contract is terminated, the balance amount of advance fee if any, paid earlier shall be paid back by the Consultant to NHIDCL within thirty days of the termination letter, failing which the same shall be recovered by encashing the existing Performance Guarantee or recovering from the Security Deposit submitted by Consultant.

(ii) By the Consultant:

The Consultants may, by not less than thirty (30) days' written notice to the NHIDCL, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause, terminate this Contract:

- (a) If the NHIDCL is in material breach of its obligations pursuant to this Contract and has not remedied the same within reasonable *time (or such longer period as the Consultants may have subsequently approved in writing)* following the receipt by the NHIDCL of the Consultants' notice specifying such breach;
- (b) 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 Forty-Five (45) days; or
- (c) If the NHIDCL fails to comply with any final decision reached as a result of arbitration pursuant to this agreement.

5. Cessation of Rights and Obligation:

Upon termination of this Contract pursuant to Clause 3 or Clause 4 hereof, or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except:

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in this agreement
- (c) any right, which a Party may have under the Applicable Law.

6. Cessation of Services:

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 3 or Clause 4 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.

7. Payment upon Termination:

Upon termination of this Contract pursuant to Clause 3 or Clause 4 hereof, the NHIDCL shall make the payments for Services satisfactorily performed prior to the effective date of termination; to the Consultants after offsetting against these payments any amount that may be due from the Consultant

8. Disputes about Events of Termination:

If either Party disputes whether an event specified in Clause 3 or in Clause 4 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to this agreement and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

9. Responsibilities and Obligations of the Consultant:

The Consultant shall:

- (a) Provide the Services in accordance with ToR as set out in Section-5.
- (b) Exercise the degree of skill, care efficiency and diligence normally exercised by members of the profession performing services of a similar nature;
- (c) The consultant shall act at all times so as to protect the interest of NHIDCL and shall take all reasonable steps to keep all expenditure to a minimum with sound professional practices.
- (d) Be bound to comply with any written direction of NHIDCL to vary the scope sequence or timing of the Services; and
- (e) The consultant shall furnish to the NHIDCL such information related to the Assignment as NHIDCL may, from time to time request.

10. Confidentiality and Publicity:

The Consultant and the personnel shall treat the details of the output of the assignment and the Services as confidential and for the Consultant's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to NHIDCL or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of NHIDCL.

11. Consultant's Representatives:

The Team leader shall be the representative of the Consultant and shall have authority to act on behalf of the Consultant for all purposes in connection with the Services and in accordance with all the provisions under the Agreement.

12. Indemnity and Insurance:

- a. The consultant shall take out and maintain adequate professional indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the Services.
- b. NHIDCL undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the personnel or for the dependents of any such personnel.
- c. The consultant shall indemnify at all times, the NHIDCL from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the NHIDCL during or in connection in the Services **by reason of:**
 - Infringement or alleged infringement by the consultant of any patent or other protected right; or
 - Plagiarism or alleged plagiarism by the consultant.
- d. The consultant shall indemnify, protect and defend, at consultant's own expense, NHIDCL,

its agents and employees, from and against any and all actions, claims, losses or damages arising out of consultant's failure to exercise the skill and care required under this agreement, provided, however: that consultant is notified of such actions, claims, losses or damages not later than twelve months after conclusion of the Services; and provided further that the ceiling on consultant's liability shall be limited to estimated cost approved by NHIDCL except that such ceiling shall not apply to actions, claims, losses or damages caused by consultant's gross negligence or reckless conduct;

- e. In addition to any liability consultant may have under this agreement consultant shall, at its own cost and expense, upon request of NHIDCL, re-perform the Services in the event of consultant's failure to exercise the skill and care.
- f. The consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) NHIDCL's overriding a decision or recommendation of consultant or requiring consultant to implement a decision or recommendation with which consultant does not agree; or (ii) the improper execution of consultant's instructions by agents, employees or independent Building Consultants of NHIDCL.

13. Ownership of Work Product, Computer Programs and Equipment:

- a. All reports, DOCUMENT, correspondence, draft publications, maps, drawings, notes, specifications, statistics, work product in any form and, technical data compiled or prepared by the consultant and communicated to the NHIDCL in performing the Services (*in electronic form or otherwise and including computer-disks comprising data*) shall be the sole and exclusive property of the NHIDCL, and may be made available to the general public at its sole discretion. The consultant may take copies of such DOCUMENT and data for purpose of use related to the Services under terms and conditions acceptable to the NHIDCL but shall not use the same for any purpose unrelated to the Services without the prior written approval of the NHIDCL.
- b. All computer programs developed by the consultant under this Contract shall be the sole and exclusive property of the NHIDCL; provided, however, that the consultant may use such programs for their own use with prior written approval of the NHIDCL. If license agreements are necessary as appropriate between the consultant and third parties for purposes of development of any such computer programs, the consultant shall obtain the NHIDCL's prior written approval to such agreements. In such cases, the NHIDCL shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

14. Force Majeure:

- a. If either party is temporarily unable by reason of force majeure to meet any of its obligations under the Contract, and if such party gives written notice of the event within fifteen (15) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues. Neither party shall be liable to the other party for any loss, actually incurred, or damage sustained by such other party arising from any event or delays arising from such event.
- b. The term "force majeure" shall mean events beyond the control of either party, which prevent the affected party from performing and fulfilling its obligations under the Contract, and could not have been reasonably anticipated or foreseen, or although foreseen were inevitable, such as acts of war, whether or not war be declared, public disorders, insurrection, riots, sabotage, explosions, violent demonstrations, blockades, and other civil disturbances, epidemics, nuclear contamination, landslides, earthquakes, typhoons, volcanic eruption, floods, washouts and other natural calamities and acts of God, strikes, lock-outs or other industrial action or equivalent disruption or disturbances, boycotts and embargo or the effects thereof, and any other similar events.
- c. In the case of disagreement between the parties as to the existence, or extent of, force majeure, the matter shall be submitted to arbitration in accordance with provision of this agreement.

15. Other Conditions:

- a. In the event NHIDCL desires the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the
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Parties.

- b. NHIDCL shall provide to the Consultant DOCUMENT/ information/ reports as may be required by the Consultant to enable it to provide the Services. NHIDCL undertakes and agrees to furnish to the Consultant from time to time such other DOCUMENT/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the NHIDCL.
- c. All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with NHIDCL unless otherwise agreed, between NHIDCL and the Consultant. NHIDCL as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project
- d. Unless otherwise agreed, NHIDCL shall have the copyright on all the reports, DOCUMENT, maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.

16. Compliance with Laws:

The Consultant shall take due care that all its DOCUMENT comply with all relevant laws such as Minimum Wages Act, EPF & ESI Act etc. and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

17. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Delhi shall have exclusive jurisdiction over all matters arising out of or relation to this Agreement.

18. Dispute Resolution:

19.1 Amicable Resolution:

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (*the "Dispute"*) shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

19.2 Arbitration:

a. Procedure:

Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the ED/ NHIDCL. There upon, the ED/NHIDCL, shall appoint a sole arbitrator within thirty days. The proceedings of the arbitrations shall be conducted as per **Arbitration & Conciliation Act 1996**.

b. Place of Arbitration:

The place of arbitration shall ordinarily be NHIDCL's premises but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

c. English Language:

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

d. Enforcement of Award:

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

e. Performance during Dispute Resolution:

Pending the submission of and/or decision on a dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

19. Severability:

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

20. Waiver:

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement.

- a. Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- b. Shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- c. Shall not affect the validity or enforceability of this Agreement in any manner. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

21. Modification:

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

22. Notices:

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized National/International courier, E-mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove. Notice will be deemed to be **served as specified below:**

- (i) In the case of personal delivery or registered mail, on delivery.
- (ii) In the case of telegrams, 24 hours following confirmed transmission; and
- (iii) In the case of facsimiles, 24 hours following confirmed transmission.
- (iv) In case of E-mail, upon submission of E-mail on registered Email-ID

23. Transfer of Assignment:

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

24. Completion of Project:

25.1 When the construction of all the buildings along with other site development works are completed in all respects i.e., all civil structural, electrical, mechanical, PHE fire, services works etc. are completed, equipment installed & aligned, and statutory approvals obtained etc., PMC shall notify the Employer in writing that the Project has been completed in all respect.

25.2 Upon notification of completion of buildings/works in writing by PMC, NHIDCL will inspect the same prior to the occupancy. Any defects observed shall be informed to the PMC at the earliest. The PMC shall ensure the rectification of such defects prior to the occupancy at no extra cost to the owner.

25.3 The date of acceptance by NHIDCL as aforesaid along with **No objection Certificate (NOC) for occupation from statutory authorities shall be deemed to be the date of completion of the Project (hereinafter called COMPLETION)** for the purpose of this CONTRACT. However, this does not exclude the responsibility of the PMC to obtain the completion certificates through Architect and submit to the Employer and also their responsibility for the defect liability period.

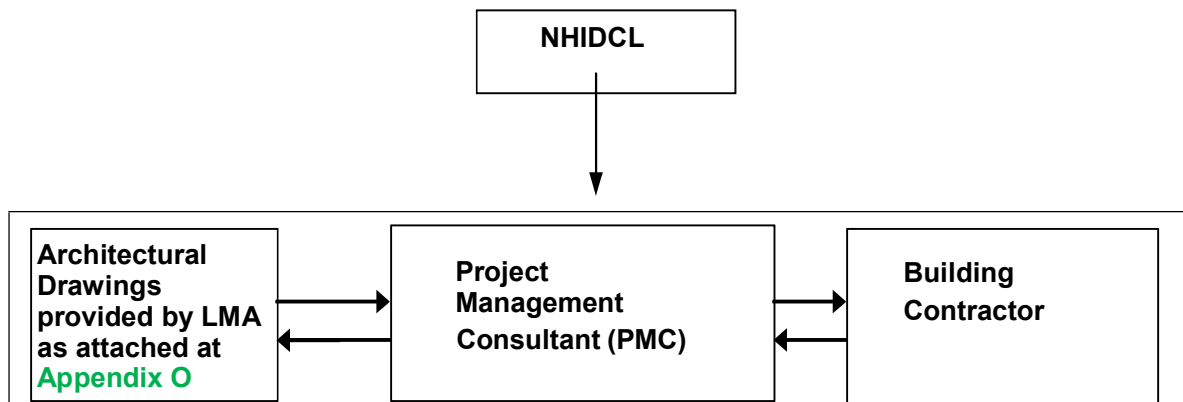
25. Patents:

- 26.1 PMC shall, subject to the limitations contained in this Article, indemnify and hold Employer harmless from all costs, damages, and expenses arising out of any claim, action or suit brought against Employer by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design belonging to PMC and furnished to Employer, as long as it is used by PMC for the purposes of this project only.
- 26.2 Similarly, Employer shall indemnify and hold PMC harmless from all costs, damages and expenses arising out of any claim, action or suit brought against Employer by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any information furnished to PMC by Employer or by others on behalf of Employer, as long as it is used by PMC or the purposes of this project only.
26. Variations:
NHIDCL may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services and the Consultant shall be bound to comply with that direction. All such variation shall be in writing.
-

Terms of Reference (TOR)

1) Objective of the Assignment:

- (i) It is proposed to engage qualified consultants, possessing proven relevant experience in the field of implementing projects of similar nature and size, for the architectural, engineering, supervision & quality control consultancy works. The contract works involve construction of building works including internal services, development of land and related external services.
- (ii) The objectives of the consultancy service is to ensure timely completion of construction works with due regards to sound contract management, quality, safety and environment practices in accordance with the contract provisions
- (iii) The broad scope of services shall include but not limited to the following:
 - The Consultant shall provide PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR WORK OF CONSTRUCTION OF BUILDING FOR MILITARY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA (of approx. carpet / floor area of 9,900 sqm).
 - The PMC consultant will prepare the concept designs and architectural details of the buildings including structural designs & details of MEP services and interiors etc.



- **Architectural and other allied services:** Analysis of Architectural drawings as provided by LMA, preparations of detailed engineering drawing & design, preparation of Detailed Project Report (DPR), RFP documents for inviting tender for the work of construction of building for military assets to be demolished for upgradation of NH-40 section between Shillong - Dawki road under NHIDCL in Shillong, East Khasi Hills district, State of Meghalaya etc.
 - **Action as an Engineer:** Management of works contract as ‘an Engineer’ in terms of works contract including field measurements, quality assurance testing of work done and execution in accordance with codal provisions/specifications within the stipulated time.
 - **Supervision:** Comprehensive supervision of construction activities carried out by the consultants to ensure complete compliance with the drawings, technical specifications and various stipulations contained in the contract documents.
 - **Supervision Through Team:** Efficient construction supervision by personnel who are experienced in the modern methods of construction supervision and contract management.
 - **High Standard:** Ensure high standards of quality assurance in the supervision/execution of work
 - **Timely Completion of Work:** completion of work within stipulated time limit.
 - **Training:** Training employer’s representative staff in managing the contracts.
-

- (iv) **Scope of Consulting Services** – The Scope of Consulting Services shall include but not necessarily be limited to the following:

[A] Engineering/ Architectural and Contract Administration-

i. **The Scope of Work shall also include the following unless stated otherwise:** The consultant will provide all required inputs, clarification along with all detail design and drawing documents both in soft and hard copies (3 copies) as detailed elsewhere in this document for approval by Employer. If, on the basis of Employer's comments on the submitted documents, the drawings/documents need to be revised, then the consultant will resubmit revised drawings/documents for Employer's approval. The Scope of work of the consultant includes the following:

- a. PMC will plan, coordinate and execute the activities leading to the construction of buildings and campus developments on site. All the activities till the completion of buildings & their handing over will be taken care of by PMC.
- b. Consultancy services for detail engineering including preparing all relevant drawings and documents good for submission to statutory bodies for their approval for construction.
- c. The consultants are required to prepare the architectural drawings (reference Architectural drawings are attached at Appendix O) as per the prerequisite/ relevant Norms /byelaws including submission to the concerned authority to obtain the building permit/approval in the required formats and number of sets required by statutory bodies etc. All services required for obtaining approvals of Building permit/ completion/ occupancy certificate from local and statutory bodies wherever required shall be done by consultant. The rates shall be inclusive of all except mandatory fees for obtaining approvals as above.
- d. NHIDCL would furnish the requirements and area schedule for various functions to the firm /Consultant, the firm/Consultant shall, there upon, render the following services and deemed to be included in their quoted price unless mentioned otherwise.
- e. Assessment and detailed estimates of the buildings/ structure to be demolished in Army (HQ 101) Area and demolition plan including inter se priority shall be submitted by successful design consultant. The following structure/ building to be demolished due to upgradation/ widening of Shillong Dawki Road Projects: -

Sr. No.	Name of Building	Location	Carpet/ floor Area (Sqm)	Type of Building (whether Assam Type/RCC/temporary structure etc.)
i.	SM Barrack (DF 20)	Rilbong	460.24	Assam Type
ii.	SM Barrack (DF-21)	Rilbong	460.24	Assam Type
iii.	SM Barrack (DSM-07)	Rilbong	386.37	Assam Type
iv.	SM Barrack (DSM-08)	Rilbong	245.29	Assam Type
v.	Garage	Rilbong	70.76	Assam Type
vi.	Office (T51, 52)	GE Shillong	61.77	Assam Type
vii.	Office (T- 60)	GE Shillong	244.76	Assam Type
viii.	Office (MES-01)	GE Shillong	961.44	Assam Type
ix.	Store (T -35)	GE Shillong	174.59	Assam Type
x.	SM Barrack (LT – 5)	113 TA Inf	381.84	Assam Type
xi.	SM Barrack (LT – 7)	113 TA Inf	219.56	Assam Type
xii.	School (LS -01)	APS	350.74	Assam Type
xiii.	School (LS -02)	APS	349.79	Assam Type
xiv.	Guard room (LSM-46)	EME	31.22	RCC
xv.	Garage (LME-3)	EME	343.00	RCC
xvi.	Guard Room	101 HQ	76.50	RCC
xvii.	Veg Shop (BT 53)	101 CSD	305.90	Assam Type
xviii.	Sentry Post (LSM -09)	101 CSD	12.16	Block Type
xix.	Bank (P- 195)	101 CSD	244.20	RCC
xx.	Guard Room	101 CSD	76.50	RCC
xxi.	CSD (LSM- 08)	101 CSD	1366.10	Assam Type
xxii.	Offr Mess (DT- 02)	FCSR	1251.25	Assam Type
xxiii.	Offr Single Accn (DT 06)	FCSR	537.25	Assam Type

Sr. No.	Name of Building	Location	Carpet/ floor Area (Sqm)	Type of Building (whether Assam Type/RCC/temporary structure etc.)
xxiv.	Offr Single Accn (DT -07)	FCSR	588.00	Assam Type
xxv.	Offr Single Accn (DT -09)	FCSR	588.00	Assam Type
xxvi.	RCC tank Staging (38 No's)	All units	96.90	Assam Type
xxvii.	Sentry Post	MH Shillong	24.31	Assam Type
	TOTAL		9908.67	

f. The successful design consultant has to review the site layout plan, Architectural Drawings and line diagram as submitted/ provided by Army (HQ 101). Accordingly, design consultant has to prepared the modified site layout plan & line diagram (if required). The modified site layout plan & line diagram shall be finalized with the consultation of Army officials), Architectural drawings, elevation & section drawings, structural/Engineering drawing, Electrical line diagrams, Water supply line diagrams & Sanitary line diagrams, BOQ, Estimate and bid documents in details and shall be submitted by the successful Design consultant for the following blocks:

Sr. No.	Loc	Buildings	Type	Config	Total carpet/ floor area (Sqm)	Annx
1.	DM lines	8x Married Accn	Majs Accn	G+1	1420.32	I
2.	Officers mess 101 Area	Single Offr Accn	Accommodation	G+2	1052	II
	-do-	2 x Parking Areas	Parking Shed	G	125	
3.	MH Upper block	Toilet block	RCC building.	G	75	III
	-do-	Sentry post	RCC Structure	G	4	
	-do-	Sentry post	RCC Structure	G	4	
4.	MH Lower block	OR lines	Accommodation	G +1	650	IV
	-do-	Toilet Block	RCC building	G	75	
5.	144TA & HQ 101 Area Main gate	GD room 101 Area main gate	RCC building.	G	76.5	V
	-do-	GD room TA coy gate	RCC building	G	56	
	-do-	Toilet Block TA	RCC building	G	75	
6.	Annexe (Old EME Wksp)	CSD building.	RCC building	G +2	1518	VI
	-do-	Garage	RCC Structure/ Pre fab	G	70.76	
	-do-	Parking Shed	RCC Structure/ Pre fab	G	144	
	-do-	Parking Shed	RCC Structure/ Pre fab	G	144	
	-do-	Toilet block	RCC building	G	50	
	-do-	Gd room	RCC building	G	31	
7.	RTC	Club House	RCC building	G + 1	1025	VII
	-do-	Staff room	RCC building	G	56	
8.	Old Rhino CSD	Gd Room	RCC building	G	76.5	VIII
	-do-	Sentry post	RCC Structure	G	12.16	
9.	ECSAG & GE Shillong	Guest Rooms	RCC building	G +2	1045.5	IX
	-do-	Office GE Shillong	RCC building	G + 2	1442.5	
10.	GTC	APS School building	RCC building	G + 1	600	X
	TOTAL				9827.74	

****The area of accommodation and layout of buildings accommodation is given in the layout plan.**

- g. Prepare site plan (layout plan) showing contours, features and services and facilities available, general layout of buildings and services, preliminary sketch and design with drawing, giving details of useful areas, services areas, circulation area and total plinth area and preliminary estimate to provide information in respect of magnitude of work and its component and service and cost of all such items involved. The firm/ Consultant should submit the design and modify it if considered necessary by NHIDCL. Site inspections for finalization of above details shall be conducted by the firm/ Consultant.
- h. Geo-technical investigation for the proposed site. The scope of this investigation shall include drilling three number bore holes, one upto a minimum depth of 20m and the other two upto a minimum depth 12m from existing ground level, conducting SPTs at regular

intervals, collection of disturbed and undisturbed samples at regular intervals and from all strata, all relevant laboratory tests e.g., grain size analysis (both sieve and hydrometer), Atterburg limits, Bulk density, Moisture content, Shear tests, Consolidation tests, Swelling index, CBR etc., submission of reports along with all field test and lab test results, recommendation of Foundation system, assessment of Safe bearing capacity for different relevant foundation sizes and depths, pile capacities for different pile diameters, Modulus of sub-grade reaction, CBR values etc. as per requirement of the project.

- i. Detailed structural design shall be done for building for relevant Loading condition with seismic consideration and pre-engineering design as per relevant IS codes. All detailed calculation needs to be submitted for scrutiny and checking by Employer or their representatives, if required. Necessary structural stability certificate shall be given by competent structural Engineer or authorized/registered structural engineer of statutory bodies.
- j. The designs shall be duly vetted by IIT Guwahati or NIT Shillong before submission to the Authority. Further, the design shall be presented to the LMA (Army (HQ 101)) and approval to be taken accordingly from LMA. The successful Design consultant shall be responsible for the same.
- k. Preparation of Detail drawings including planning and design wherever relevant for preparation of Detail Bill of Quantities including framing of specifications for total project and estimation of costs on the basis of latest CPWD Delhi SOR for Scheduled Items/ Meghalaya Approved SOR/ MES latest, Market Rate analysis for unscheduled items in consultation and with due approval of Employer for inclusion in the Tender document towards execution of the project. Due consideration has to be given regarding existing infrastructure, dovetailing with existing facilities, reuse of existing furniture and other resources during planning / designing /preparation of drawings.
- l. Preparation of Detail construction drawings for civil & architectural jobs and structural design, Detail design and preparation of all drawings good for construction for internal and external electrification, Sanitary and Plumbing jobs, all Fire services i.e., fire Detection, Annunciation and Extinguishing, installation and commissioning of Lifts as per Manufacturer's specification, Design of HVAC for centralized air conditioning as per requirement, Rainwater Harvesting system, IT enabled services like intercom telephone, LAN, Wi-Fi, CCTVs etc., Sewage Treatment Plant, layout and details for Interior furnishing, Roof top Solar panel system (including structure), Landscaping and site development including internal roads, drains and culverts, horticulture etc. as applicable and all such relevant allied activities required for successful implementation of the Project.
- m. The consultants are required to visit the site to collect necessary information/data before bidding the tender.
- n. Obtaining Building approval from local authorities, Clearance from fire services authorities and other statutory bodies as applicable.
- o. Preparation of Detailed Project Report (DPR) including RFP documents for calling tender for the work of construction of building for military assets to be demolished for upgradation of NH-40 section between Shillong-Dawki road under NHIDCL in Shillong, East Khasi Hills district, state of Meghalaya.
- p. The reports, drawings, plans etc. submitted by consultant may be vetted by IIT/NIT or any other third party as desired by Employer. The consultant shall be required to extend full cooperation and assistance in this regard. The consultant shall consider the valid observations/ comments of IIT/NIT/ third party and re-submit the reports, drawings, plans etc. as required.
- q. Report on Ultimate disposal point, intermediate rainwater harvesting system and Source/availability of electricity, water and other services to be identified.
- r. Obtain the approval of NHIDCL/client of above and supply six copies of approved site plan (Layout Plan).
- s. The consultant shall prepare and give presentations on the schemes as and when required by NHIDCL/Client and shall incorporate the changes desired by NHIDCL / Clients without any extra cost.
- t. The consultant will incorporate eco-friendly building materials like fly ash bricks, low VOC paints energy efficient equipment & fixtures etc. as per prevailing government rules. As per MoE&F guidelines, the consultant shall incorporate the Fly Ash products such as

cement, concrete, bricks, blocks, tiles etc. or similar products or a combination or aggregate of them for the projects fall within a radius of 300 Kms. from a coal or lignite based thermal power plant.

The consultant shall also design the project in such a manner as to optimize utilization of products in consultation with Engineer-in- Charge made from recycled C&D waste in terms of provisions under IS:383:2016 (Third Revision) and C&D Waste Guidelines, 2016 (and any subsequent revisions, guidelines, notifications in this regard, if any) and compute the quantities for their utilization in various items in construction.

- u. PMC will coordinate with the firm for timely execution/completion of the project based on functional requirement of NHIDCL. In addition to this PMC shall also ensure that the contract clauses whether related to quality or quantities of work are respected and the works are executed in accordance with its provisions.
 - v. The PMC will supervise the construction work to ensure adherence to the drawings, prescribed high standards of quality and timely completion of the project, verify, and certify the Building Contractor's bills to NHIDCL for payment.
 - w. PMC will ensure adherence to relevant PWD specifications, BIS codes, CVC guidelines, environment and other regulatory requirements and will also ensure observance of all formalities/ DOCUMENT/ day to day activities as defined in PWD Works Manual for execution of 'Works Contract' and as directed by NHIDCL from time to time.
 - x. NHIDCL may at its discretion, hire the services of an independent agency for quality audit for checking and ensuring the quality of construction to which the PMC will render due assistance in discharge of their duties.
 - y. The construction work is open to technical/quality audit/ financial audit by any authorized Government agency to which the PMC will render assistance in discharge of their duties.
 - z. PMC shall be fully responsible for quality control and shall put in place such measures as are essential for ensuring regular on site quality checks. The PMC shall ensure third party test of materials and any equipment (preferably from a Government Institute like IIT/ NIT etc.), if required as per the provisions given in Works Contracts.
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- ii. **Interpretation:** Interpretation of the technical specifications and contract documents.
 - iii. **Scrutinize Work Program:** Scrutinize the Consultants' detailed work programme, suggest modifications, if any, after a careful study keeping in view the overall interest of the project and recommend the same for approval of the Engineer-in-charge. Work programme should be scrutinized within 10 days of the submission of the programme by the consultant and obtain approval of the Engineer-in-charge. The programme will be issued to the consultant within 20 days of submission of work plan.
 - iv. **Scrutinize Personnel Deployment:** Scrutinize and/or review Consultant's superintendence, personnel and suggest modifications, if any.
 - v. **Site Handing Over:** Initiate advance actions for handing over of site and/or issue of drawings, and / or advise client.
 - vi. **Scrutiny of construction methods:** Scrutinize the construction methods proposed by the Consultant for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspects as well as safety of works, personnel and the general public.
 - vii. **Liaise:** Liaise and co-ordinate with the local authorities, consultant to remove all obstacles for shifting of utilities wherever required and also tree cutting.
 - viii. **As Constructed Drawing:** Certify 'as constructed' drawings for each component of the works finished by the Consultant.
 - ix. **Watch Validity of Securities:** Review and ensure conformity of consultant's securities in approved formats and ensure validity of these securities;
 - x. **Tour Diary:** Maintain a day-to-day diary recording all events relevant to the works.
 - xi. **Review Design, Drawing, BOQ and Specification:** Review designs, drawings, BOQ and specification with respect to actual site conditions on behalf of the Engineer in Charge and suggest modifications, if required or deemed appropriate. Any minor realignment, redesign/ modification, any additional design of the structure for completion of the project will be suggested by the consultant and simultaneous necessary assistance to the Engineer in Charge shall be promptly extended by the consultant for obtaining approvals of minor modification from competent authorities.
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- xii. **Insurances Compliance:** Ensure requisite insurances have been received and they comply with the requirements of the contract;
- xiii. **Review of Statuary Compliance:** Review compliance with the documentation and advance actions requirements, including securing of all statutory clearances and permits or handing over of site, and advise on issuing the notice to set the Commencement Date.
- xiv. **Quality Assurance System:** Ensure that the consultant effects and implements a system for the quality control of the works. The system of control of quality of materials and completed works shall also include sampling methods and criteria and acceptance criteria. The sampling methods and the acceptance criteria shall be based on statistical methods and the recommendations of the relevant Code.
- xv. **Scrutinize Consultant's Mobilization:** Scrutinize the consultant's mobilization of the Consultant's Equipment to ensure the nominated plant and equipment is delivered to the site in accordance with the consultant's programme and that permits where necessary are obtained in a timely manner.³
- xvi. **Contract Management Framework (CMF)**
 - a. **Role as an Engineer:** The Consultant shall nominate a representative who shall be designated as Team Leader (TL) and will act as 'Engineer'. The Engineer shall have a team of experienced professional and support staff for the performing Consultancy Service under the Contract. However, the Consultant's firm shall be responsible for all actions taken by its Team Leader and his team.
 - b. **Team of Professional:** Consultant's team comprising of Assistant Resident Engineer (ARE), Quality Control Engineers, Billing Engineers, Quantity Surveyor, Field Engineers (FE) etc. shall work under the supervision of Project Coordinator/Team leader/Resident Engineer (PC/TL/RE).
 - c. **Engineering Decisions:** The Consultant will make the necessary measurements and control the quality of works. The Consultant shall make engineering decisions required during the implementation of the Contract. However, the Consultant shall seek **prior approval** of the Engineer in Charge with regard to the following:
 - a) Any variations or deviations having financial implications.
 - b) Variation in work quantities for fixation of rates.
 - c) Sanction of additional items, sums or costs and variations of rates and prices.
 - d) Change in specification and deviation from approved drawing.
 - e) Approval of subletting of any part of works.
 - f) Approval of Time Extension to the consultant.
 - g) Stopping and/or termination of the work contract.
 - h) Change in specification and deviation from approved drawing.
 - i) Approval of subletting of any part of works.
 - j) Approval of Time Extension to the consultant.
 - k) Stopping and/or termination of the work contract

The merely plain communication will not constitute request for approval of the above unless the same is supported with reasons and analysis for consideration of the Engineer in Charge.

- xvii. The Consultant should engage adequate number of necessary office attendants, data entry operators and support staff for the smooth execution of the work. No additional payment shall be made for this purpose.
 - xviii. The Consultant, at its own cost procure install, operate, maintain office equipment such as computers, printers & scanners, Fax machine, UPS and other peripherals and all consumables as required for efficient discharge of duties.
 - xix. The Consultant shall procure latest versions of licensed Software including Windows, Auto Cad Civil, and Microsoft Office, Microsoft Project etc. and antivirus software for the project period.
 - xx. The Consultant shall procure and keep it activated, internet connection, telephone connections and mobile cell phones for the team members during the project period.
 - xxi. The consultant shall operate and maintain at its own cost necessary number of vehicles for the use of its members during the project period.
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- xxii. PMC shall execute the project in a time bound manner and hand over the building / other works complete in all respect certified by NHIDCL within the time limit stipulated in the contract agreement of “Building Contractor(s)”. PMC shall ensure that no time and cost overrun occurs. It shall also be the responsibility of the PMC to liaise and coordinate with various agencies for smooth execution of the project. Responsibilities of Project Management Consultant for construction stage shall, inter-alia, be as under:
- a. Prepare detailed coordinated construction schedule.
 - b. To ensure that the construction drawings are finalized after coordination with other disciplines and all agencies to have clear demarcated responsibility.
 - c. Check and finalize firm’s detailed programme of activities commensurate with the RFP provisions.
 - d. Day-to-day supervision of work to ensure proper quality, workmanship and timely completion of the work by employing adequate number & level of engineers & supervisory staffs as per sound engineering.
 - e. Checking fabrication drawings, bar-bending schedules and all other architectural/ Structural details during construction.
 - f. Conduct site meetings & coordination meetings with all agencies for timely completion of the project.
 - g. Carry out quality assurance checks & adhere to maintain quality reports.
 - h. Provide effective coordination between various agencies working at the site and the firm to ensure timely availability of the inputs required for un-interrupted construction at site all in accordance with agreed programme of the activities.
 - i. Fully responsible for getting the project work executed as per drawings & specifications and should also ensure completion of job, quality expectations, within sanctioned cost outlay of the project. In case of any deviation from the preliminary approved drawings during execution of the works, the same shall be referred to NHIDCL for approval.
 - j. Rendering timely advice for implementing special measures for effecting cost/ quality/ time benefit for the project.
 - k. Interact & Liaise with NHIDCL to understand, integrate and link the services to the building services.
 - l. Provide detailed justification for necessity of changes in terms of design, quantities, and specifications etc. & obtain approval thereof from NHIDCL. In case there is likelihood of excess expenditure over the approved preliminary estimates at any stage of work, PMC shall submit revised detailed estimates along with justification for effected items of work for approval from NHIDCL. NHIDCL shall release further funds as per these approved revised estimates.
 - m. Provide quick clarifications to designs or details that have been provided vide drawings or immediate solutions to the clarifications sought by the Vendors/Firms.
 - n. Check and inspect testing of materials and work as required. If so required, testing and checking of manufactured items have to be carried out at the manufacturer’s factory as per provision in the Contract.
 - o. Drawing up and putting in place a Quality Assurance Plan as well as a Safety Assurance Plan along with an appropriate and efficient mechanism to ensure their effective implementation at site.
 - p. Checking and Certification of firms running and final bills of the works executed for the purpose of payment to be released to the construction agencies.
 - q. To reply and settle the observations/objections/ paras (if any) of the Chief Technical Examiner, Audit or any other checking / investigating agency of the Government.
 - r. Final inspection, snagging, supervision of testing and commissioning of various systems and assisting the NHIDCL in taking over of various parts of works and of various systems.
 - s. Generate and submit to the NHIDCL time-to-time progress reports in the

agreed formats and at the agreed frequency. For this all the necessary data relevant to the execution of work including materials brought and consumed at NHIDCL site, hindrances if any, NHIDCL records of daily labor deployed etc. shall be maintained.

[B] Inspection and Supervision-

- i. **Kick off Meeting-** The purpose of the kick-off meeting is to formally notify consultant, and Engineer in Charge or his representatives that the project has begun and bring all stake holders of the project to the common understanding of the project and debrief them their roles, obligation and compliance requirements in the project. The consultant will share project start up diligence report (Commencement Report), consultant(s) and Engineer in Charge.
- ii. **Setting-Out:** Carry out detailed checking and verification of the setting-out data for the work including lines, levels and layout to ensure conformity with the working drawings.
- iii. **Site analysis:** it shall include following:
 - a. Site location and connectivity with nearby facilities
 - b. Site preparation required for mobilization
 - c. Site vegetation
 - d. Geotechnical investigation
 - e. Water availability
 - f. Utility lines and electricity connections
 - g. Water logging/ flooding HFL
 - h. Other hindrances
 - i. Encroachments
- iv. **Adequacy of Facilities:** Carry out regular inspection of the Consultant's equipment, plant, machinery, installations, housing and medical and mandatory facilities etc. and ensure that they are adequate and are in accordance with the terms and conditions of the contract.
- v. **Safety of Properties:** Direct the Consultant to carry out all such works or to do all such things as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of the adjoining property and advise the Employer as soon thereafter as is reasonably practicable.
- vi. **Safety and Health of Workers:** Supervise the work contract in all matters concerning safety and care of the workers including environmental aspects and labour welfare obligation of the consultant in addition to the health and safety of consultant's own employees.
- vii. **Defect Liability Period:** Inspect works regularly, at minimum frequency of once in a month on during Defect Liability Period and indicate to the Engineer-In-Charge any rectification work to be carried out by the Consultant during the Defect Liability Period.
- viii. The Project Management Consultant (PMC) will ensure that all design, drawings, details, specifications including those of Architect / Building Contractor are sufficient for execution of the Project. In case any drawings, details etc. are lacking in the opinion of the Consultant, the same shall be intimated to the Employer in writing. The Consultant may also liaise with the Building Contractor for providing / making good the deficiencies to avoid any delay of the project, keeping the client informed of such liaison with the Building Contractor, for which, PMC will act as below :-

● **Project Management:**

- Prepare Work – Break down Schedule for the project based on financial model and time.
 - Prepare systems for Cost Controlling & Time Management.
 - Prepare master project schedule & project execution plan and present the same for approval to NHIDCL. Identify Critical Path Activities and establish sign off dates for key activities.
 - Establish key project risks, bottlenecks and set plans to mitigate them.
-

- Co-ordination with the Architect for Architectural drawings in terms of clarification, modification if required due to site conditions. In addition, coordination with respect to utilities & services, interior and landscape works for smooth and efficient functioning of the project.
- Work should be executed based on Employer's conceptual guidelines and approved architectural designs.
- Ensure that applications for statutory approvals and consents etc are submitted in accordance with programs and bringing it to the notice of the Employer for any potential delays.
- Provide Value Engineering service that will result in economical and quality product.
- **Proof checking of Utilities & Services by Building Contractor (*wherever required*)** –The utilities & services shall include and not limited to:
 - HVAC Works
 - Electrical Works
 - Plumbing, Water supply and Sewage Treatment Plant
 - Road
 - Fire Detection & Fire Fighting Works
 - Security System / Access Control
 - Audio Visual System
 - Solar Water Heating System & Solar Energy Utilization
 - Telephone System
 - Voice & Data communication system
 - Rain Water Harvesting
 - Landscape Work
 - UPS, Back-up Power Source and Intelligent Lighting System, etc.

The PMC will ensure compliance of the proof checking.

[C] Activity to be ensured at Pre-Construction Stage:

- Discussions with NHIDCL and finalization of project brief including illustrating the NHIDCL's requirements.
- Checking of the Architectural and other drawings submitted by LMA to ensure their completeness/ correctness.
- Ensure timely collection, checking and submission of shop drawings / technical submittals viz. material specification sheets, technical literatures and ensure that GFC (*Good for Construction*) drawings are followed for execution.
- Hold vendor interaction meetings, pre bid meetings and ensure clarity on queries generated.
- Preparing detailed PERT/ CPM charts.
- Cash flow chart.
- Any other activity that is deemed necessary for the project execution & completion, but not included in the above-mentioned list shall form the part of scope of work of the PMC and the decision of NHIDCL shall be final in this regard.

[D] Quality of Materials and Works-

- i. **Evolving Quality Assurance System:** Evolve and implement a system for the quality assurance of the works. The system of control of quality of materials and completed works shall also include sampling methods and criteria and acceptance criteria. The sampling methods and the acceptance criteria shall be based on statistical methods and the recommendations of the NBC / BIS publications and international practices. The consultant will get the RCC works laid in his presence and the samples for the same shall be collected as per norms. Any other aspects for proper quality control shall be finalized between the Consultant and the Employer.
- ii. **Workmanship:** Inspect the performance of works with regard to workmanship

and compliance with the specifications, order/supervise/perform tests on materials and/or work and approve/disapprove the Consultant's plant and equipment.

- iii. **Approval of Material before Bulk Supply at Site:** Review and approve the test results/certificates of all construction materials and/or sources of materials and carry out additional tests from any third-party lab (NABL certified laboratory), if required, at the cost of consultant as necessary to establish their quality. The cost incurred in such testing shall be borne by construction consultant or employer, as specified in the Contract agreement between them. SQC consultant will obtain prior permission from Engineer- in-charge before sending samples for testing to NABL accredited laboratory. The consultant shall assist Engineer in Charge to approve material after testing and allow the consultant to bring only tested and passed material in bulk at site for use in the work. Standard protocol for sampling and transportation and delivery in the lab shall be followed by consultant at his own cost.
- iv. **Testing:** Carry out tests as necessary to assess the quality of works and material brought to site for use in the work.
 - a. **Check Tests:** For quality control of the work the Team Leader/Resident Engineer/Material Engineer will check and certify minimum 20% (twenty five percent) of the quality control tests at stipulated frequency, while the Assistant Resident Engineer/Assistant Material Engineer will check and certify 100% (hundred percent) of the quality control tests done by the consultant in site lab. The consultant's personnel shall intimate about these check tests to the Project Manager/Nodal Officer of the consultant before undertaking them, so that the Project Manager/Consultant's representative could associate, if they wish to do so.
 - b. **Repeat Testing/M Measurement on Consultant's Request:** The Consultant or any of his Technical Experts shall do the repeat tests or measurements, if requested by the Project Manager/ Consultant's representative, in their presence or any of their representatives, in case of any conflict; the Consultant may do the check test in the presence of Engineer - In-Charge.
 - c. **Repeat Testing on client's Request:** The consultant shall perform repeat tests in the presence of Engineer- In-Charge or his representatives, if directed so by the Engineer-In-Charge.
 - d. **Certification for Conformity:** The Consultant shall furnish certificates, supported by the test results, to the Engineer-in-Charge along with each running bill to certify that the items included in the Consultant's running bills satisfy the quality requirement and work is acceptable with regards to the standards and specifications pre- scribed in the Contract.
 - e. **Testing Records:** Maintain a permanent record of all results of all tests carried out for monitoring the quality of works.
 - f. **Activity to be ensured at Construction Stage:**
 - Analysis for the various project related activities with reference to time frame, resource allocation & scheduling using latest techniques and software as approved by the NHIDCL.
 - Attend periodic meetings to review the progress of the project works in terms of various buildings and services. Such meetings shall be held with the Architects, Firms, Employer and Sub-Consultants (if any).
 - Review and monitor the Firm's quality control and quality assurance procedure in co-ordination with the Architects.
 - Manage and inspect on site activities / day-to-day supervision of works under execution to achieve high quality construction and installation in accordance with drawings and specifications; construction and installations are as per design intent and as per approved method statement; right sequence of construction is followed.
 - Construction is as per time lines; material delivery schedules are as per project time lines;
 - Record measurement of works under execution in proper Measurement Books (MB) and

keep proper custody of the MBs to be produced for inspection, of measurement records whenever needed;

- Furnish Financial & Physical progress reports as required by NHIDCL based on predetermined formats & time schedules.
 - Checking of bill of the quantities prepared & submitted by the firm including cost estimates.
 - Any other activity that is deemed necessary for the project execution & completion, but not included in the above - mentioned list shall form the part of scope of work of the PMC and the decision of NHIDCL shall be final in this regard.
- [E]** In the process, the Consultant shall monitor and control the progress to keep the works completed on Schedule and within Budget.
- [F]** The Consultant shall be fully responsible for monitoring quality and standards for the project and shall ensure for necessary statutory compliances.
- [G]** The Consultant shall ensure that all the components of the work are carried out in full compliance with the engineering design, technical specifications and contract conditions.
- [H]** The Consultant shall make adequate and correct documentation of the project for dealing with legal and contractual aspects of the civil works.
- [I]** Consultants are required to provide particular emphasis on safety during construction.
- [J] Progress of Work-**

- i. Implement a system for monitoring the progress of work based on computer-based project management techniques.
 - ii. Systematically check the progress of the works and order the initiation of the work in consultation with EIC, which is part of the Contract.
 - iii. Maintain an up-to-date status of all construction activities against the original and re-vised schedule for completion of works.
 - iv. Investigate and initiate early action with regard to the delays in the execution of works. The Project Coordinator/Team Leader of the Consultant's supervision team shall explain in monthly progress and special reports giving reasons for delays explicitly stating party attributing delay and explain the actions to be taken/ already taken to correct the situation. In absence of such monthly report with reasons for delay, it may be deemed that delay in work has been caused by consultant. All reports prepared by the Consultants' team shall be objective and shall substantiate any event/ recommendation with factual data and information. The Progress Reports shall contain the pertinent data and chart form and shall clearly bring out the comparison between the projected and the actual work done using "S" curves and/or any other widely accepted superior methods of representation. The Consultant shall be fully responsible for the timely completion of the works.
 - v. In case of consultant's failure to identify reason for delay in their monthly report and at later date it is found that such delay is attributed to the consultant, the consultant shall also be liable for recovery of an amount which becomes payable to the consultant as escalation for such attributed period to consultant, consultant's Security Deposit shall not be refunded unless decision on responsibility of delay is taken by the competent authority.
 - vi. PMC shall also apprise the NHIDCL of the progress and/or activities of the project on weekly/fortnightly/ monthly basis as deemed fit by NHIDCL by preparing and submitting monitoring reports. The report shall inter-alia include the following:
 - a. Name of Project, NHIDCL, Project Management Consultant, Architect and Firm.
 - b. Scope of Works of Firm
 - c. Date of Commencement/ Date of Completion: Scheduled & Actual
 - d. Major Issues and Decisions Pending including Drawings Constraints (if any), Site constraints (if any), Equipment Constraints (if any)
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- e. Status of Progress of Work: Cash Flow Chart, & Bar Chart.
- f. Areas of Concern
- g. List of Registers Maintained by PMC
- h. Labor Deployment Chart.
- i. List of Equipment Mobilized at Site
- j. Materials/Personnel at Site
- k. Status of Payment to Firm
- l. Quality of Material / Tests
- m. Cost Split Up of the Package
- n. Photographs of the Site
- o. Site Order Book
- p. Visitor's Site Inspection
- q. Ensure all statutory inspections and checks.
- r. Any other important items as deemed fit.

[K] Activity to be ensured Post Construction Stage:

During this phase, the activities are likely to be as under:

- Settlement of all accounts of the firms.
- Witness testing & commissioning of all utilities and certify the same.
- Provide project completion report which shall contain all technical, functional and financial information of the project.
- Provide adequate engineering and supervisory staff for day to day inspection / monitoring of works and during Defect Liability Period and issue of timely notice to vendors/agencies for rectification of defects, if observed.
- Provide all DOCUMENT / reports / statements of facts / counter statement of facts for settling Audit / CTE's observations and arbitration cases etc. including attending the hearings as and when required by the NHIDCL and providing necessary support as may be required by the NHIDCL from time to time.
- Any other activity that is deemed necessary for the project execution & completion, but not included in the above-mentioned list shall form the part of scope of work of the PMC and the decision of NHIDCL shall be final in this regard.

[L] Additional Services- The consultant shall provide any of the following additional services on the following terms and conditions:

- **Estimates and Site Plans:** On mutual consent of both the parties, prepare estimates and site plan for the other building works on the rates mutually agreed between Engineer in Charge and the consultant.
- **Supplementary Work:** On mutual consent of both parties, perform architectural and allied services, engineering, supervision and quality control works etc. of building projects which are in jurisdiction of the Client and are allotted (supplemented) in this contract during the currency of this contract (assignment) at same rates and terms and conditions on which this agreement has been signed.
- **Investigation:** On mutual consent of both parties, any other specialized services (soil investigation, survey, preparing engineering map with contour etc.) required by the Engineer-in-Charge and to be paid @SOR/Market Analyzed rate.
- Architectural and allied services, Engineering, Supervision and Quality Control works etc. of building projects with in the NHIDCL, not exceeding 30% of the contract amount, as may be allotted at any time during the currency of the contract on the same rates, terms and conditions on which this agreement has been signed.

[M] Other Responsibilities of PMC:

- Settlement of all accounts of the firms including reconciliation of materials supplied to the firms if any.
- Ensuring of defect liability activities by the firms during the respective liability period.
- Preparation of Final Report, which shall contain technical & financial information of the project.
- Records related to the PROJECT & maintained by PMC during PROJECT execution shall be

- handed over to the NHIDCL on completion of the PROJECT.
- PMC will ensure all possible mandatory tests at site.
 - Checking & finalization of final estimates, assisting in the audit/ technical observation, etc. (if any).
 - PMC shall prepare draft replies and get it vetted from NHIDCL in replying to the observations made by CTEs branch/ CAG Audit/ Vigilance etc., if required.
 - PMC shall handover the campus complete in all respect, free from all encumbrances including the vacation of temporary workers' hutments etc. at site, if any to the NHIDCL
 - PMC shall maintain all registers/records during execution of works as stipulated in PWD Works Manual (amended time to time).
 - At the end of every financial year and at the end of the project, PMC shall submit an expenditure and utilization of funds statement in the format of PWD Manual as per the prescribed procedure laid down.
 - PMC shall be fully responsible for dealing with the Arbitration cases, if any, for contracts entered between NHIDCL and various agencies. PMC will prepare claims/ counter claims, attend hearings and provide all necessary assistance to NHIDCL till final settlement of disputes which shall be governed by following Arbitration & Conciliation Act 1996.
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2. Consultants Team and Expected Inputs:

- i. The consultant will engage the staff with qualification, experience as per TOR and Annexure to ITC.
- ii. The consultant shall employ the following (team composition) desired category of Key Expert and Non-Key Experts.

S. No.	Name of Category	Level of Expertise (Senior or Junior)	Designation of Expert	Minimum No.	Place of work	Time Input	Remarks
1	Project Management	Senior Key Expert	Team Leader (TL)	1	Field	Full time	In charge of all Senior and Junior Experts
2	Project Management	Senior Key Expert	Principal Architect	1	Field/ Office	Full time till start of SQC work as and when during SQC	In Charge of Architectural and Engineering Works
3	Project Inspection - Civil	Junior Key Expert	Assistant Resident Engineer-Civil (ARE-Civil)	1	Field	Full Time	Work under TL
4	Project Inspection - Electrical	Junior Key Expert	Assistant Resident Engineer – Electrical (ARE - Electrical)	1	Field	As and when required	Work under TL
5	RFP preparation and Estimation	Senior Key Expert	Estimator	1	Field/ Office	As and when required	Work under TL
6	Supervision & Quality Control	Senior Key Expert	Material Engineer (ME)	1	Field	Full Time	Work under TL
7	Quality Control - Electrical	Junior Key Expert	Assistant Material Engineer Electrical (AME Electrical)	1	Field	When Electrical work begins	Work under TL/ ARE (Electrical)
8	Quantity Surveying-Civil	Junior Key Expert	Quantity Surveyor-Civil (QS-Civil)	1	Field	Full Time	Work under TL/ARE
9	Quality Control - Lab	Junior Non- Key Expert	Lab Technician (LT)	1	Field Lab	Full Time	Work under TL/ ME
10	Supporting staff	Junior Non- Key Staff	Data Entry Operator	1	Field Office	Full Time	Work under TL

Note:-

- a) Project coordinator, Team Leader, RE –Civil, RE-Electrical, ARE- Civil, ARE-Electrical can be common for both Architectural & allied services and Supervision & Quality Control.
- b) Manpower required only for SQC shall be deployed after finalization of Construction Contract by Employer before commencement of construction work as desired by EIC.
- c) **Flow of Command:** Consultant’s team members will work under the overall supervision of the Team Leader/Project Coordinator as the case be.
- d) **Additional Staff:** The requirement of additional Key Expert (more than minimum number) shall be assessed by the consultant in consultation with Engineer in Charge from time to time with reference to progress of works of agreement or additional (supplementary) work if allotted to the consultant. No extra rate (rate of fee) shall be paid to the consultant.
- e) **Approval of CVs of Key Experts:** CVs of Key Experts such as Project Coordinator, Team Leader, Principal Architect, RE, Resident Architect, ARE, Estimator, Billing Engineer, Quantity Surveyor etc. as required as per team composition should be submitted along with Technical Bid.
- f) Headquarters: Headquarters of the TL, PA, RE, RA, PA, JA, ARE, ME, AME, FE, Quantity Surveyor, Estimator, Billing Engineer etc. shall be fixed by the Engineer-in- Charge.
- g) **When Work Begins Means:** "When electrical work begins" is mentioned in column named ‘Time Input’ in **Table-1, Table 2 and Table-3**, the deployment of Experts shall be done within 15 days of intimation to the consultant by the Engineer in Charge about start of electrical work. In absence of Engineer in Charge’s call the consultant shall take it’s own call in this regard.
- h) **CVs of Non Key Experts (Table 3):** CVs of Non-Key Experts such as Field Engineers and lab technician (Table 2) should be submitted for the approval to the Engineer-In-Charge who shall grant approval. It is advisable to the consultant to get extra number of non-Key Expert’s CV approved in advance to effectively respond to the extra requirement or urgent substitution.
- i) **Non-Key Expert (Table 3) Deployment:** Non-Key Expert number given in **Table 3** are only for guidance (suggestive). The consultant shall make his own assessment of the requirement and make a proposal to the engineer in charge for his approval before deployment. The consultant may increase or decrease deployment of non-Key Experts when the work execution is faster or slower. Consultant shall consult Engineer in Charge for reducing non-Key Expert deployment lower than suggested in **Table 3** or ap- proved earlier by the Engineer in Charge as above. Consent of Engineer in Charge to lower scale of deployment will not absolve the consultant from contractual obligation of ensuring quality control, safety and submission of monthly running bill and consequential action against him for failure to comply these contractual requirements.

3. Facilities to Key Experts:

- iii. **Touring Vehicles:** The consultants including key expert and non-key expert etc. shall make their own arrangements for transport (Touring Vehicle) at the project site.
 - iv. **Cost of Facilities to be Included in Financial Proposal:** The Financial Proposal shall include cost of all facilities, office rental, equipment (engineering and office), transport, computer hardware and peripherals, computer software, communication system (telephone, e-mail/ internet), forms and stationery and sup- port staff etc. which they consider necessary to carry out the services.
4. **Construction Supervision Manual:-** Consultant shall submit manual within 30 days of start of construction work. The primary objective of the Supervision Manual will be to evolve guidelines for administration, supervision and management of the project. Such a manual is neither intended to be a contractual document nor to take precedence over the specifications. The Manual will merely act as a guide and reference to the various staff in the management and supervision of the project in discharging their duties in a smooth and systematic manner.
5. **Quality Assurance Document:-** To be submitted within 30 days of start of construction work. The Quality Assurance (QA) Document shall be evolved on the basis of the relevant NBC/ BIS publications and recommendations contained in the widely used international practices on quality of construction materials and completed works. The document shall contain all relevant data formats for QA and QC and the

acceptance criteria for materials and works. The document shall also contain the methods for the analysis of quality control (QC) testing.

6. **Reports-** All reports and documents shall be prepared by the Consultants in standard format only in precise and profession manner to fulfil objective. If a format for any Report is not given in this tender document, the same shall be finalized in consultation with the Engineer in Charge. The Consultant shall submit (send) all such reports to EIC to keep track record of reporting. Reports to be submitted during currency of the agreement are as follows:

- **Reports related to Architectural & Engineering services-** Consultant shall submit reports once in 15 days (5th & 20th day of every month) or at such intervals as desired by EIC w.r.t. progress made in preparation and finalization of concept plan, building plan, elevation, section, detailed estimate with specifications, preparation of DPR etc.
- **Commencement Report:-** The Commencement Report (start of construction work) shall be submitted within five days of commencement of work and shall contain the details of kick start meetings held with the client and the consultant and decisions taken therein, the resources mobilized by the Consultants as well as the Consultant and the Consultants perceptions for the management and supervision of the project. The Report shall also include the Working Program and Resource Mobilization for the Project. And also indicate the requirement of bulk materials to be stocked well in advance before start of particular activity.
- **Monthly Progress Report (after start of construction work):** To be submitted for each month within the 10th day of next month. Each monthly running bill shall be appended with details of all meetings, decisions taken therein, mobilization of resources (Consultant's and the Consultant's), physical and financial progress and the projected progress for the coming periods. The Report shall clearly bring notice of delays, if any, reasons for such delay(s) and the recommendations for corrective measures. The Report shall also contain the performance data for Consultant's plant and equipment. The broad scope of monthly progress reporting is as given under.
 - (a) **Monthly Report on Abstract Progress "Report R-1":** Cumulative physical & financial monthly progress of overall project.
 - (b) **Monthly Report on Detail Progress "Report R-2":** Cumulative detail physical & financial monthly progress of various activities (component) of project.
 - (c) **Monthly Report on Slippage "Report R-3":** Report on slippage of critical activity and reason for delay and also clear report on responsibility of slippage.
 - (d) **Monthly Report on Action Taken "Report R-4":** The report identifies measure taken on suggestion made in previous reports and their effectiveness.
 - (e) **Monthly Report on Payment of Wages R-5:** Consultant should disclose status of wages paid to their Key Experts and non-Key Experts working for the consultant.
 - (f) **Reviews:** - Review and suggest client following.
 - **Reschedule:** Review the progress achieved in the previous months and obtain revised work schedule, if required, and submit the same with recommendation/ opinion/ comments in format agreed by Engineer-In-Charge. If consultant fails to submit revised schedule, intimate the Engineer in Charge.
 - **BOQ & Supplementary Schedule:** Review of BOQ's for cost compliance and possible deviation of quantities. Review changes required in the schedule (BOQ) due to extraneous reasons beyond control of the consultant and submit report along with recommendation/opinion in format agreed by Engineer-In-Charge.
- **Tour Diary:** Tour diary of Team Leader shall be submitted monthly which should inter alia indicate the date of visit, tests conducted and results thereof.

7. **Equipment for Quality Control of Works:-** The Consultants shall have to procure a set of equipment as below to be always with ME/AME for making independent Quality Control Testing of building materials.

Apparatus and equipment

1. Sieve set for aggregate and granular material.
2. Sand pouring cylinder/field density kit.
3. Core cutter with hammer.
4. Rapid Moisture Meter.

5. Balance (two pans) with weight box.
6. Auto level & prismatic compass, spirit levels.
7. Elongation and flakiness index gauge.
8. Relevant B.S., I.S. Codes.
9. Rebound hammer for concrete strength testing.
10. Slump Testing equipment.
11. Electronic Weighing Machine (minimum 10kg).
12. Measuring tapes, levels, scales, gauge and thickness checking devices.
13. Relevant IS, NBC Codes and publication.
14. Empty bags for collection of samples.

8. **Criminal Liability:** In the event of any material used or item of work executed is found later to be substandard and unacceptable, the Consultant shall immediately initiate actions to get the rectification done and ensure that such cases do not recur. If it is noticed by departmental officer during inspection of the work that a sub-standard/deficient work by the consultant has uninterruptedly been allowed (whether paid or not) under supervision and full knowledge of the consultant, a penal recovery of an amount equal to ten times of the fee amount accrual on unacceptable substandard work shall be made from the next running bill of the consultant. However, consultants will not be absolved of his responsibility to get the defective work rectified from the consultant. Such key experts shall be removed from the site and shall not be engaged further.

9. Measurement and Payment-

- i. **Record Measurement:** The consultant shall make field measurement of each and every items of works executed and quantities of materials such as steel and cement consumed in the work and maintain upto date books containing such computations or other in-formation concerning the use of construction materials, properly segregated into sections of construction.
- ii. **Computerized Billing:** - Consultant is also permitted to submit contractor's running/final bill on computerized sheets (A4 size only) in acceptable standard formats for bill, abstract of cost and record measurement of work done. Bill in standard format shall have all mandatory deductions, recoveries and centages deducted/added at last to arrive at net payable amount. Every such running bill shall be appended with a statement duly signed by Team Leader listing all MB numbers (regular or temporary) in used for the work and MBs enclosed for processing the bill under consideration. Hard copies of each MB (regular or temporary number) either for abstract of cost or record measurement shall have all pages numbered in style of '1 of n' and total pages certified by Team Leader on first page and bound in booklet form for submission with running/final bill. Each computerized sheet (page) will be signed by the key and non key experts recording the measurement to validate page in addition to his dated signature to certify taking of each measurement. MB shall remain in record with Engineer in Charge after processing of bill. Consultant shall use computerized record for subsequent references or can retain photocopies before submitting bills. Running bill shall be submitted with cover letter. Cover letter shall be sent to EIC also for record of submitting monthly running bill. Thereafter, this bill will be processed by the **Engineer-in-Charge**. The Consultant shall, without extra charge, provide all assistance with appliance, labour and other things necessary for checking of measurements by the **Engineer-in-Charge** or his representative. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the **Contract** notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. **Engineer-in-Charge** or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by the consultant. It is also a term of this **Contract** that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the consultant from liabilities from any over measurement or defects noticed till completion of the defects liability period.
- iii. **Site Order Book:** The site order book issued to the consultant shall be always kept at site and made available to the Engineer in Charge or his representative during site visit for issuing instructions. The key expert and non-key experts of the consultant shall also issue site instructions to the consultant through site order book as and when necessary. The consultant shall promptly respond to the instructions of the client and consultant. Copy of the relevant pages of the site order book shall also be appended with each running bill of the consultant submitted to the Engineer in Charge.

- iv. Check Measurement Percentage: - Following percentage checks/recording of measurement shall be exercised by consultant's team members before submission of the measurements/bills to the Engineer-In-Charge.
- a. **Measurement and Bill on Computer Sheet:** All measurement of all items of works will be recorded by Field Engineer in the Measurement Book or computer sheet as per provisions and rules in manual.
 - b. **Hidden Measurement 100% Checked:** All measurement of hidden items of works such as excavation, reinforcement, cabling, wiring shall be 100% (fully) recorded by Field Engineer and checked by ARE or RE as the case be, in the computer sheet and placed for checking before covering/burying/ encasing/ concealing the same before client's work supervising section officer (project engineer/sub engineer/junior engineer) and also before engineer in charge's representative (Assistant Engineer level officer).
 - c. **Percentage Check:** Following percent checks on measurement shall be done by the team members of the consultant as under: -
 - By TL 10%
 - By RE 20%
 - By ARE 20% and 100% of all hidden measurement
 - By FE 100%
 - d. **Independent Checking of Measurement:** TL, RE, ARE shall make independent check measurement which are not checked by others. Percentage checking of measurements prescribed for TL/RE is for other than those checked by ARE/RE. But this does not prohibit TL/RE from checking the measurement of the part checked by ARE/RE (in case of Team Leader) however this shall be in addition to the prescribed percentage.
 - e. **Every Building to Be Checked:** These checks shall be made on every building of project where there are more than one building in a project.
 - f. **Check Measurement by the Client:** All such measurements recorded by the Consultant (FE, ARE, RE and TL), during the progress of the work, shall be got checked from the Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge or his authorized representative, measurement shall be checked/accepted by the Consultant or his authorized representative in joint inspection by Consultant's representative, Consultant's representative and Engineer-in-Charge's representative. Non acceptance of measurement by the consultant shall not delay consultant's submission of bill. The consultant shall mention incidence of non- acceptance of measurement and proceed with submission of bill. Bill and measurement shall be physically submitted to EIC. If the measurement and bill has not been accepted by the consultant, then an express note shall also be made in the submission cover letter. The dated signatures by the Engineer-in-Charge or Engineer-in-Charge's subordinate and the Consultant and the Team Leader or their representatives in token of their acceptance shall be valid. Any corrections, if any, of record measurement made at any stage shall in variably be signed with date on name and designation. Higher officials of the Engineer in Charge, whenever on visit to the site, are authorized to check any measurement re- corded till date of their visit.
 - g. **Measurement on Computer Sheet:-** Recording measurement and preparing bill on a computer sheet is also permitted to the Consultant by following procedure strictly as below:
"The consultant will submit to the Engineer-in- Charge a measurement book, duly bound in duplicate and pages machine numbered/print numbered. Measurement recorded/printed on computer sheet (A4 size paper only) shall be recorded in a manner finalized in consultation with EIC so that a complete record of all the stages of works performed under the Contract is obtained at any later date. Each Page of record measurement shall be signed by Field Engineer and his next authority in the hierarchy in Consultant's team. Measurement books shall be assigned a unique number in record of the consultant and starting page shall have a certificate signed by TL about total pages of the MB.
 - h. In case of conflicts: Perform tests or measurements of any or all of the items shall be taken in presence of Engineer-In-Charge in case of conflict.
 - i. **Hidden Measurement:** The Consultant must ensure that all the ground levels, reinforcement and detailed measurements required to arrive at quantities of hidden items are recorded in Measurement Book before they are covered.

- j. Always Standard Mode of Measurement: If Consultant wants to use any software for working out the quantities of area or volume, such software/computer programme shall be got approved from the Engineer-In-Charge prior to its use. Nevertheless, recording of detail measurements in the Measurement Book is necessary even when software is used by the Consultant. In any circumstances, standard mode of measurement as given under CPWD specifications shall not be deviated.
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QUALIFICATION, EXPERIENCE AND DUTIES

• PROJECT COORDINATOR (Senior Key Expert)

Duties:-

- Coordinate between employer, engineer-in-charge, consultant and consultant.
- Submission of concept plan, building plan, elevation, section, detailed estimate with specifications, preparation of DPR etc.
- Assist and advise the Employer and Engineer in Charge in matter of contract administration and management of the Project and Civil Work Contract.
- Interpret the Technical Specifications and Contract Documents.
- Review documentations and advance actions for handing over of site.
- Ensure consultant's effects and implements Quality Assurance System.
- Review consultant's detailed work programme, suggest modifications, if any, and ensure contractor compliance with the program.
- Review Consultant's superintendence personnel with modifications if any.
- Scrutinize consultant's mobilization of equipment in accordance with the consultant's program.
- Scrutinize and approve consultant's construction methods.
- Monitor closely and regularly the progress of work and advise the consultant about corrective measures.
- Monitor status of consultant's equipment, plant, machinery installations, housing and medical facilities.
- Direct and/or advise consultant to avoid and/or reduce the risk in case of any emergency.
- Advise consultant in all matters covering safety and care of work, environmental aspects and labour welfare.
- Verify and recommend, if in order, consultants requests for advance and interim payment certificate.
- Maintain a permanent record of all payments made to the consultant
- Monitor approval of 'as built' drawings signed by TL.
- Inspect the works on completion of each milestone before accepting the work and report to the Employer's Representative.
- Inspect works at appropriate intervals during Defect Notification Period and advise the Employer/Employer's Representative.
- Ensure the consultant's implements and maintains the environmental monitoring in compliant with the Environmental Management Plans.
- Assist Employer/Employer's representative in dispute resolution activities, if necessary, during the pendency of the contract.

- b) **Education:** should be a Graduate in Civil Engineering from a recognized University/Institution (higher qualifications and training in Construction Management/Quality Control of Works will be preferable). Criteria for evaluation of educational qualification shall be as below:-

Level of Qualification	Education
1	2
L1) Minimum Qualification	BE
L2) Desirable Qualification	M. TECH
L3) Relevant Extra Qualification	PhD/MBA/Extra Technical Courses of university level

- c) **Experience:** should have a minimum of 20 years experience of Civil Engineering Works or must have performed as T.L. in the supervision and quality control field for 10 years. He must have completed/managed, during the last ten years, at least one construction project for high quality infrastructure work in the capacity of Team leader, Project Engineer/Resident Engineer/ Divisional Project Engineer/Executive Engineer/Superintending Engineer/Chief Engineer/Engineer- In-Chief as part of Construction Supervision Team/Departmental cadre.

- d) **Age:-** The age of the candidate will not be more than 67 years, however, this age limit is relax able up to 70 years in case of qualified, experienced, meritorious candidates maintaining good health.
- e) **Membership:** Membership of a recognized Professional Society will be preferable;
Note:- Key Experts of designation Project Coordinator should be demanded when work costing is morethan Rs. 300.00 crore (Three Hundred Crore).

• **TEAM LEADER (TL) (Senior Key Expert)**

1. **Duties:-**The Team Leader shall be Project Manager responsible for the overall performance and administration of the Consultant's team at the project site and work under project coordinator if required for the assignment as per the norms. The Team Leader will also act as the Engineer's representative and shall be overall in charge for the Consultant's team for the entire project. Normally replacement of Team Leader will not be allowed. In exceptional circumstances, consultant will have to directly request EIC with complete CV of the proposed substitute and assigning complete reasons for change. Written approval of EIC will be necessary before affecting any change. The Headquarters of the Team Leader shall be as decided by EIC and he will keep Engineer-in-Charge informed of his tour programme one week in advance. The major tasks for the Team Leader shall include but not be limited to the following:
- i. Establishment of site offices and assist in establishment of laboratories;
 - ii. Submission of concept plan, building plan, elevation, section, detailed estimate with specifications, preparation of DPR etc.
 - iii. Assist the Employer with the review of the Consultants' securities, insurance and safety plans;
 - iv. Scrutiny the Consultants' work programme, and scheme for the deployment of plant, equipment and machinery for approval of the EIC.
 - v. Assist the Employer in the interpretation of provisions in the Contract documents and technical specification;
 - vi. Assist the Employer in handing over the site and issuing order to commence the works.
 - vii. Liaise with the local authorities for shifting of utilities, wherever required;
 - viii. Modify and issue of detailed drawings to the Consultant;
 - ix. Regular supervision of works.
 - x. Review the test results / certificate of all construction material and/or sources of materials to ensure quality.
 - xi. Review and approve mix designs proposed by the Consultants
 - xii. Evolve and implement quantity and quality control procedures;
 - xiii. Evolve criteria for the acceptance of works;
 - xiv. Prepare and issue variation orders (if any) after the approval of the Employer;
 - xv. Assist the Employer in the evaluation of Consultants' claims;
 - xvi. Verify and certify Consultants' interim certificates for approval of the EIC;
 - xvii. Assist EIC in monitoring physical and financial progress of the works;
 - xviii. Assist EIC in conducting monthly progress meetings;
 - xix. Complete monthly progress reports and prepare quarterly reports;
 - xx. Strictly monitor the progress of work for timely completion of the project;
 - xxi. Completion Inspections;
 - xxii. Verify and certify Consultants' Statements at completion;
 - xxiii. Supervise Resident Engineers for the compilation and verification of "As-Built" drawings;
 - xxiv. Prepare project completion report;
 - xxv. Liaise with the Employer/Coordinator in all matter concerning the works;
 - xxvi. Time schedule and management of /team's resources,

- xxvii. Advising the Employer in all matters related to the progress of works, with particular reference to delays, possible reasons and mitigating measures.
- xxviii. The Team Leader (TL) shall be responsible for all technical presentations concerning the various facets of the construction of works and shall maintain close communication with Employer. TL shall be the Consultant's authorized representative and shall interact with Employer on behalf of the Consultants appointed for the services. TL shall be full-time on the job.

2. **Education:** should be a Graduate in Civil Engineering from a recognized University/Institution (higher qualifications and training in Construction Management/Quality Control of Works will be preferable). Criteria for evaluation of educational qualification shall be as below:-

Level of Qualification	Education
1	2
L1) Minimum Qualification	BE
L2) Desirable Qualification	M. TECH
L3) Relevant Extra Qualification	PhD/MBA/Extra Technical Courses of university level

3. **Experience:** should have a minimum of 15 years' experience of Civil Engineering Works out of which 5 years in the field of building construction project(s) as RE with consultant. **Age:-** The age of the candidate will not be more than 65 years.
4. **Membership:** Membership of a recognized Professional Society will be Preferable.

• **Principal Architect (Senior Key Expert)**

1. **Duties:-**The Principal Architect shall be responsible for the overall performance and administration of Architectural and Detailed Engineering Services at the project site and work under project coordinator/ TL for the assignment as per the norms. In exceptional circumstances, consultant will have to directly request EIC with complete CV of the proposed substitute and assigning complete reasons for change. Written approval of EIC will be necessary before affecting any change. The major tasks for the Principal Architect shall include but not be limited to the following:
- i. Understanding the client's requirement through a detailed discussion.
 - ii. Understanding the limitations and potential of the site.
 - iii. Preparation of design drawings include the floor plan, the site plan, the elevation, Other detailed structural drawings, 3D models, 3D views etc.
 - iv. Preparation of Detail construction drawings for civil & architectural jobs and structural design, Detail design and preparation of all drawings good for construction for internal and external electrification, Sanitary and Plumbing jobs, all Fire services i.e., fire Detection, Annunciation and Extinguishing, installation and commissioning of Lifts as per Manufacturer's specification, Design of HVAC for centralised air conditioning as per requirement, Rainwater Harvesting system, IT enabled services like intercom telephone, LAN, Wi-Fi, CCTVs etc., Sewage Treatment Plant, lay- out and details for Interior furnishing, Roof top Solar panel system (including structure), Land- scaping and site development including internal roads, drains and culverts, horticulture etc. and all such relevant allied activities required for successful implementation of the Project.
 - v. Consider the suggestions of EIC on the above and submission of the same after incorporating the suggestions, if any.
 - vi. All reports/ documents will be routed through Project Coordinator/ Team Leader.
 - vii. Any other as duties as mentioned elsewhere and as desired by EIC.
2. **Education:** should be a Graduate in Architecture from a recognized University/Institution (higher qualifications and training in Architecture will be preferable). Criteria for evaluation of educational qualification shall be as below:-

Level of Qualification	Education
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1	2
L1) Minimum Qualification	Graduation
L2) Desirable Qualification	Higher Qualification

3. **Experience:** should have a minimum of 15 years' experience of Architectural Works. **Age:-** The age of the candidate will not be more than 65 years.
4. **Membership:** Principal Architect should be Registered with Council of Architecture, statutory body of GoI.

• **RESIDENT ENGINEER-CIVIL (RE - Civil) (Senior Key Expert)**

The qualifications, experience and duties of Resident Engineer shall be similar to that of Team Leader with the exceptions as given:-

1. There will be no need for establishment of an independent office and laboratory, however, he will have to notify the contact place and phone number at his notified headquarters.
2. All reports will be routed through Team Leader.
3. Assistant Resident Engineer (ARE) and Field Engineers (FE) shall work under the supervision of Resident Engineer (RE).
4. TL, RE, ARE shall make independent check measurement which are not checked by others.

• **RESIDENT ENGINEER-ELECTRICAL (RE - Electrical) (Senior Key Expert)**

The qualifications, experience and duties of Resident Engineer shall be similar to that of Team Leader with the exceptions as given:-

1. There will be no need for establishment of an independent office and laboratory, however, he will have to notify the contact place and phone number at his notified headquarters.
2. All reports will be routed through Team Leader.
3. Education: should be a Graduate in Electrical Engineering from a recognized/University/Institution.
4. Assistant Resident Engineer (ARE) and Field Engineers (FE) shall work under the supervision of Resident Engineer (RE).
5. TL, RE, ARE shall make independent check measurement which are not checked by others.

• **Resident Architect (Junior Key Expert)**

1. **Duties:-** The Resident Architect shall assist Principal Architect in Architectural and Detailed Engineering Services at the project site and work under project coordinator/TL/Principal Architect for the assignment as per the norms. In exceptional circumstances, consultant will have to directly request EIC with complete CV of the proposed substitute and assigning complete reasons for change. Written approval of EIC will be necessary before affecting any change. The major tasks for the Resident Architect shall be as decided by Principal Architect/Project Coordinator/Team Leader in consultation with EIC.
2. **Education:** should be a Graduate in Architecture from a recognized University/Institution (higher qualifications and training in Architecture will be preferable). Criteria for evaluation of educational qualification shall be as below:-

Level of Qualification	Education
1	2
L1) Minimum Qualification	Graduation
L2) Desirable Qualification	Higher Qualification

3. **Experience:** should have a minimum of 5 years' experience of Architectural Works
4. **Age:-** The age of the candidate will not be more than 62 years.
5. **Membership: Resident Architect** should be Registered with Council of Architecture, statutory body of GoI.

• **ASSISTANT RESIDENT ENGINEER - CIVIL, (ARE- Civil) (Junior Key Expert)**

1. **Duties:-**Assistant Resident Engineer will be required for the building and related works etc. No replacement of ARE will be permissible without prior approval of EIC. The major tasks to be carried out by the ARE shall include but not be limited to the following;
 - i. Supervision of works; All RCC work to be laid in his or other Asstt. Resident Engineers presence(if any) only.
 - ii. Keep proper records of the Consultants' activities and progress;
 - iii. Ensure that the Consultant(s) are properly administered;
 - iv. Assist the Team Leader with the review of the Consultants' Work Programme and scheme for the deployment of plant, equipment and machinery;
 - v. Strictly monitor the progress of work for timely completion of the project;
 - vi. Supervision, scrutiny, approving the final setting out by the Consultant.
 - vii. Assisting the Team Leader with updating drawings, setting up quantity and quality control procedures and review of consultants' method of construction;
 - viii. Monitoring Consultants' operations including adherence to safety and environmental requirements;
 - ix. Issuing site instructions;
 - x. Assisting the Team Leader with the preparation of Variation orders; Maintaining a record set of working drawings;
 - xi. Maintaining construction records;
 - xii. Measurements of completed works;
 - xiii. Assisting the Team Leader with the evaluation of Consultants 'Claims';
 - xiv. Quality control of works; verification of lines and levels, inspection of works, acceptance and rejection of the completed works;
 - xv. Verification of Consultants' monthly estimates of the completed works and assisting the Team Leader in the preparation of Interim Certificates;
 - xvi. Progress monitoring;
 - xvii. Conducting and keeping record of minutes of the weekly site meetings;
 - xviii. Preparing monthly Progress Reports;
 - xix. Final inspection of works;
 - xx. Verification of Consultants' Statements at completion;
 - xxi. Compilation and verification of "As-Built Drawings" and
 - xxii. Preparation of contract Completion Reports.

2. **Education:** should be a Graduate/ Diploma in Civil Engineering from a recognized University/ Institution (higher qualifications and training in Construction Management/ Quality Control of works will be preferable); Criteria for evaluation of educational qualification shall be as below:-

Level of Qualification	Education
1	2
L1) Minimum Qualification	Diploma
L2) Desirable Qualification	BE

The Assistant Resident Engineers will assist the Team Leader in identifying the possible reasons for de-lays and possible mitigative measures.

3. **Experience:** should have a minimum 10 years' experience of Civil Engineering Works out of which 5 years in building construction project(s) as ARE(Civil).
4. **Age:-**The age of ARE will not be more than 62 years, however, this age limit can be relaxed up to 65 years in case of qualified, experienced, meritorious candidates maintaining good health.
5. **Membership:** Membership of a recognized Professional Society will be preferable;
The Assistant Resident Engineers will assist the Team Leader in identifying the possible reasons for delays and possible mitigative measures.

• **ASSISTANT RESIDENT ENGINEER- ELECTRICAL (ARE - ELECTRICAL) (Junior Key Expert)**

1. **Duties:-**

- i. Review the proposal of electrical lines, Poles & Transformer to be shifted and proposal of raising of electric lines crossing the road.
- ii. Review the BOQ quantities related with electrical utility shifting.
- iii. Prepare the proposal of electrical utility shifting jointly with consultant's and other relevant authorities.
- iv. Assure that all the electrical utility dangerous to road user be shifted.
- v. Assure that unnecessary shifting of Electrical utility shall not take place.
- vi. Assure the specification and quality of all the items of electrical utility shifting.
- vii. Certify the quantities of electrical utility shifting claimed by Consultant in each IPC.
- viii. Overall responsible for quality of electrical utility shifting material, work and correctness of quantity executed and payable to consultant.

2. **Education:** should be a Graduate/Diploma in Electrical Engineering from a recognized University/Institution (higher qualifications and training in Construction Management/ Quality Control of works will be preferable); Criteria for evaluation of educational qualification shall be as below:-

Level of Qualification	Education
1	2
L1) Minimum Qualification	Diploma
L2) Desirable Qualification	BE

3. **Experience:** should have a minimum 10 years' experience of Electrical Engineering Works out of which 5 years in building construction project(s) as ARE(Electrical).
4. **Age:-**The age of ARE will not be more than 62 years, however, this age limit can be relaxed up to 65 years in case of qualified, experienced, meritorious candidates maintaining good health.
5. **Membership:** Membership of a recognized Professional Society will be preferable;

• **MATERIAL ENGINEER (ME) Senior Key Expert**

1. **Duties:-**

- i. Assist TL/RE to finalize sampling methods and criteria and acceptance criteria for quality control and assurance
- ii. Examine Consultants preparation and completed portion of work as per "Request for Inspection" and advise Consultant promptly regarding the deficiency, if any.
- iii. Monitor closely and regularly the progress on materials procurement and quality and report to the RE.
- iv. Carry out inspection of Consultant's lab equipment and report to RE.
- v. Ensure and witness sampling and testing being carried out by staff of the Consultants and undertake additional tasks as necessary to ensure quality of works
- vi. Scrutinize mix design proposed by the Consultant and report to RE.
- vii. Maintain a Permanent record of all tests carried out for monitoring the quality of works
- viii. Monitor and maintain quality in all aspects.

ix. Responsible for Quality Control of construction material and completed works.

2. **Education:** should be a Graduate in Civil Engineering from a recognized University/Institution (higher qualifications and training in Construction Management/Quality Control of Works will be preferable). Criteria for evaluation of educational qualification shall be as below:-

Level of Qualification	Education
1	2
L1) Minimum Qualification	BE
L2) Desirable Qualification	M Tech

3. **Experience:** should have a minimum 10 years' experience of Civil Engineering Works out of which 5 years in the field of building works (Material Testing).
4. **Age:-**The age of ARE will not be more than 62 years, however, this age limit can be relaxed up to 65 years in case of qualified, experienced, meritorious candidates maintaining good health.

• **ASSISTANT MATERIAL ENGINEER-CIVIL (AME-CIVIL) (Junior Key Expert)**

1. **Duties:-** The Asstt. Materials Engineer(AME) shall be responsible for all testing and engineering evaluation of all materials and quality of completed works for the entire project. The major tasks shall include but not be limited to the following.

- i. Assisting the Team leader and the Resident Engineers with the setting up of field laboratories and training of the other member's technicians in the testing and reporting procedures;
- ii. Assisting the Team Leader in reviewing Consultants' work programmers and performance of Consultants' plant, equipment and machinery;
- iii. Monitoring Consultants' construction methods and adherence to environmental norms;
- iv. Review and acceptance of Quarry sites for aggregates, quarry spall, sand, borrow material etc.
- v. Review and acceptance of test results for aggregates, quarry spall, sand borrow material etc;
- vi. Review and acceptance of test results for manufactured materials required for road and structure works such as steel, cement, bitumen etc;
- vii. Maintaining record of all materials at site and review the Consultants' procurement schedule and assist the TL/Asst. Resident Engr.(s) in issuance of Instructions to the Consultants for correcting the same, if deemed necessary;
- viii. Assist the TL/ Asst. Resident Engineer(s) in issuance of 'site Instructions for the approval and rejection of materials at source and at site;
- ix. Setting up of control sections for the evaluation of Consultants' proposed methods for the construction of embankments;
- x. Review and acceptance of mix design proposals for sub-base, base asphalt and concrete mixes;
- xi. Maintaining records of all test results and approvals or rejection of completed works;
- xii. Quality control testing of all materials and completed works and ensuring that all materials and completed works are as per the technical specifications;
- xiii. Verify manufacturers' certificates;
- xiv. Attend weekly and monthly site meetings;
- xv. Assisting the Team Leader with the preparation of project completion reports;
- xvi. Assisting the Team Leader with Final Inspections of works; and
- xvii. Assisting the /team Leader with the consultants' Final Statements and the preparation of the Defects Liability Reports.

2. **Education:** should have a Civil Engineering Degree/ Diploma from a recognized University/Institution (higher qualifications and training in Construction Management/Quality Control of works will be preferable). Criteria for evaluation of educational qualification shall be as below:-

Level of Qualification	Education
1	2

L1) Minimum Qualification	Diploma
L2) Desirable Qualification	BE

3. **Experience:** should have a minimum of 5 years experience in the field of infrastructure and must have completed at least one building construction project as AME/Materials Engineer of the Construction Supervision Team.
4. **Age:-**The age of ARE will not be more than 62 years, however, this age limit is relatable up to 65 years in case of qualified, experienced, meritorious candidates maintaining good health.
5. **Membership:** Membership of a recognized Professional Society will be preferable;
Note:- No replacement of AME will be permissible without prior approval of Employer. Field engineers, laboratory and field inspectors and technicians who will be attached to the field and laboratories shall assist the AME.

• **ASSISTANT MATERIAL ENGINEER - ELECTRICAL (AME - ELECTRICAL) (Junior Key Expert)**

1. **Duties:-**The Asstt. Materials Engineer (AME) shall be responsible for all testing and engineering evaluation of all materials and quality of completed works for the entire project. The major tasks shall include but not be limited to the following.
 - i. Assisting the Team leader and the Resident Engineers with the setting up of field laboratories and training of the other member's technicians in the testing and reporting procedures;
 - ii. Assisting the Team Leader in reviewing Consultants' work programmers and performance of Consultants' plant, equipment and machinery;
 - iii. Monitoring Consultants' construction methods and adherence to environmental norms;
 - iv. Review and acceptance of Quarry sites for aggregates, quarry spall, sand, borrow material etc.
 - v. Review and acceptance of test results for aggregates, quarry spall, sand borrow material etc;
 - vi. Review and acceptance of test results for manufactured materials required for road and structure works such as steel, cement, bitumen etc;
 - vii. Maintaining record of all materials at site and review the Consultants' procurement schedule and assist the TL/Asst. Resident Engr.(s) in issuance of Instructions to the Consultants for correcting the same, if deemed necessary;
 - viii. Assist the TL/ Asst. Resident Engr.(s) in issuance of 'site Instructions for the approval and rejection of materials at source and at site;
 - ix. Setting up of control sections for the evaluation of Consultants' proposed methods for the construction of embankments;
 - x. Review and acceptance of mix design proposals for sub-base, base asphalt and concrete mixes;
 - xi. Maintaining records of all test results and approvals or rejection of completed works;
 - xii. Quality control testing of all materials and completed works and ensuring that all materials and completed works are as per the technical specifications;
 - xiii. Verify manufacturers' certificates;
 - xiv. Attend weekly and monthly site meetings;
 - xv. Assisting the Team Leader with the preparation of project completion reports;
 - xvi. Assisting the Team Leader with Final Inspections of works; and
 - xvii. Assisting the /team Leader with the consultants' Final Statements and the preparation of the Defects Liability Reports.

2. **Education:** - should have an Electrical Engineering Degree/Diploma from a recognized /University/Institution (higher qualifications and training in Construction Management/Quality Control of works will be preferable). Criteria for evaluation of educational qualification shall be as below: -

Level of Qualification	Education
1	2
L1) Minimum Qualification	Diploma

L2) Desirable Qualification	BE
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3. **Experience:** should have a minimum of 5 years experience in the field of infrastructure and must have completed at least one building construction project as AME/Materials Engineer of the Construction Supervision Team.
4. **Age:-** The age of ARE will not be more than 62 years, however, this age limit is relatable up to 65 years incase of qualified, experienced, meritorious candidates maintaining good health.
5. **Membership:** Membership of a recognized Professional Society will be preferable;

• **ESTIMATOR (SENIOR KEY EXPERT)**

1. **Duties:-** The Estimator shall be responsible to Team Leader/Resident Engineer and their task shall be defined by the Team Leader. The main work of estimator will be preparation of detailed estimate and detailed specification in line with approved plans, drawings etc. However, the essential qualification and experience for the candidates are asunder:
2. **Education:** should be a Graduate/ Diploma in Civil Engineering from a recognized /University/Institution.Criteria for Evaluation.

Level of Qualification	Education
1	2
L1) Minimum Qualification	Diploma
L2) Desirable Qualification	BE

3. **Experience:** should have a minimum of 10 years' experience of execution of building infrastructure projects. Experience of preparation of estimate in building contract as per PWD and CPWD norms should be minimum 5 years.
4. **Age:-** Age of Billing Engineer estimator should not be more than 65 years. No replacement of Billing Engineer will be permissible without prior approval of Engineer-In- Charge.

• **BILLING ENGINEER (BE) (SENIOR KEY EXPERT)**

1. **Duties:-** The Billing Engineer (BE) shall be responsible to BE and Team Leader and their task shall be de- fined by the Team Leader. However, the essential qualification and experience for the candidates are as under:
2. **Education:** should be a Graduate/ Diploma in Civil Engineering from a recognized /University/Institution.Criteria for Evaluation.

Level of Qualification	Education
1	2
L1) Minimum Qualification	Diploma
L2) Desirable Qualification	BE

3. **Experience:** should have a minimum of 10 years' experience of execution of building infrastructure projects. Experience of preparation of consultant's bill in building contract as per PWD and CPWD norms should be minimum 5 years.
4. **Age:-** Age of Billing Engineer should not be more than 65 years. No replacement of Billing Engineer will be permissible without prior approval of Engineer-In- Charge.

• **QUANTITY SURVEYOR -CIVIL (QS-CIVIL), (Junior Key Expert)**

1. **Duties:-**Review BOQ items and quantity with drawings and point out the discrepancies/variations, if any, to RE/ARE/TL
 - i. Measure quantities of work, record measurements and verify BOQ items / Work quantities executed in the consultants' monthly statement
 - ii. Verify and examine interim payment certificates received from consultants

- iii. Prepare variation statement for RE/ARE/TL
- iv. Maintain a permanent record of all measurement for the work quantities
- v. Assist RE in preparing the monthly reports and Financial Statements
- vi. Responsible for correctness, accuracy of measurement and quantity of works recorded.

2. **Education:** should have a Civil Engineering Degree/ Diploma from a recognized/University/Institution (higher qualifications and training in Construction Management/Quality Control of works will be preferable). Criteria for evaluation of educational qualification shall be as below:-

Level of Qualification	Education
1	2
L1) Minimum Qualification	Diploma
L2) Desirable Qualification	BE

3. **Experience:** should have a minimum of 8 (eight) years' experience in the field of infrastructure and must have completed at least one building construction project as Quantity Surveyor of the Construction Supervision Team.
4. **Age:-** Age of Quantity Surveyor cum MIS In-charge should not be more than 60 years. No replacement of Quantity Surveyor cum MIS In-charge will be permissible without prior approval of Engineer-In- Charge.

• **QUANTITY SURVEYOR- Electrical (QS-Electrical) (JUNIOR KEY EXPERT)**

1. **Duties:-**The Quantity Surveyor (QS) shall be responsible to BE and Team Leader and their task shall be defined by the Team Leader. However, the essential qualification and experience for the candidates are as under:
2. **Education:** should be a Graduate/Diploma in Electrical Engineering from a recognized /University/Institution. Criteria for Evaluation.

Level of Qualification	Education
1	2
L1) Minimum Qualification	Diploma
L2) Desirable Qualification	BE

3. **Experience:** should have a minimum of 5 (five) years' experience of execution of building infrastructure projects.
4. **Age:-** Age of Quantity Surveyor should not be more than 60 years. No replacement of Quantity Surveyor will be permissible without prior approval of Engineer-In-Charge.

• **LAB TECHNICIAN (LT) (Non-Key Expert)**

1. **Duties:-**The Lab Technician (LT) shall be responsible to ME/AME/ARE and Team Leader and their task shall be defined by the Team Leader. However, the essential qualification and experience for the candidates are as under:
2. **Education:** should be a Graduate/Diploma in Civil Engineering from a recognized/University/Institution.
3. **Experience:** should have a minimum of twelve months' experience of execution of infrastructure projects. Consultant will be allowed to engage 25% fresh Degree/Diploma holder candidates also.
4. **Age:-** Age of Lab Technician should not be more than 62 years. No replacement of Lab Technician will be permissible without prior approval of Engineer-In-Charge.

Note:- Lab Technician's education qualification and experience qualification shall not be taken into account in evaluation consultant during selection process.

• **FIELD ENGINEER- CIVIL (FE- CIVIL) (Non-Key Expert)**

1. **Duties:-**The Field Engineer (FE) shall be responsible to ARE and Team Leader and their task shall be defined by the Team Leader. However, the essential qualification and experience for the candidates are asunder:
2. **Education:** should be a Graduate/Diploma in Civil Engineering from a recognized /University/Institution.
3. **Experience:** should have a minimum of 2 years' experience of execution of or infrastructure projects. Consultant will be allowed to engage 25% fresh Degree/Diploma holder candidates also.
4. **Age:-**Age of Field Engineer should not be more than 60 years. No replacement of Field Engineer will be permissible without prior approval of Engineer-In-Charge.

Note:- Field Engineer's education qualification and experience qualification shall not be taken into account in evaluation consultant during selection process.

• **FIELD ENGINEER - ELECTRICAL (FE - ELECTRICAL) (Non-Key Expert)**

1. **Duties:-** The Field Engineer (FE) shall be responsible to ARE and Team Leader and their task shall be defined by the Team Leader. However, the essential qualification and experience for the candidates are asunder:
2. **Education:** should be a Graduate/Diploma in Electrical Engineering from a recognized/University/Institution.
3. **Experience:** should have a minimum of 2 years' experience of execution of or infrastructure projects. Consultant will be allowed to engage 25% fresh degree holder candidates also.
4. **Age:-**Age of Field Engineer should not be more than 60 years. No replacement of Field Engineer will be permissible without prior approval of Engineer-In-Charge.

Note:- Field Engineer's education qualification and experience qualification shall not be taken into account in evaluation consultant during selection process.

• **DATA ENTRY OPERATOR (JUNIOR Non-Key Expert)**

1. **Duties:-**The Data Entry Operator shall be responsible to Team Leader and RE and their task shall be defined by the Team Leader. However, the essential qualification and experience for the candidates are asunder:
2. **Education:-** should be a Graduate/Diploma in computer Application or PGDC after graduation in science subject from a recognized/University/Institution.
3. **Experience:-** should have a minimum of 2 years relevant experience. Consultant will be allowed to engage 50% fresh degree holder candidates also.
4. **Age:-** Age of Field Engineer should not be more than 60 years. No replacement of Field Engineer will be permissible without prior approval of Engineer-In- Charge.

Note:- Field Engineer's education qualification and experience qualification shall not be taken into account in technical evaluation of the consultant during selection process.

Special Terms and Conditions

1. All the personnel employed by consultant should be citizen of India.
 2. After award of work, consultant and key expert (i.e. PC, TL and RE etc.) will be called for discussion on the technical proposal, the proposed methodology (work plan), staffing and for interviewing of the key experts (PC, TL and RE etc.) to ascertain their overall suitability and availability for the assignment. If proposed key expert is not found suitable for the assignment, consultant shall be given at least one more opportunity to present the alternate key experts of desired qualification and competence. If proposed key expert is not assessed suitable for the assignment, consultant will have to provide a suitable substitute of equal or higher qualification and experience. Such Substitute will be subject to approval by NHIDCL after personal interview.
 3. Consultant will also have to submit a joint undertaking for each of the key expert regarding their availability during the whole contract period after award of work and before signing of agreement.
 4. If PC, TL and RE proposed in the technical bid, do not appear for interview for the assignment, a penalty of Rs.50000/- each will be levied and recovered from the consultant.
 5. If consultant fails to provide an acceptable key personal even after given two opportunities within a month time from the date of award of work, tender of consultant will be rejected and he will be debarred from participation in future tenders of NHIDCL/MoRTH/NHAI for a period of one year from the date of issue of such order.
 6. The composition of the proposed team and task assignment to individual members: The general description of qualification, experience and tasks to be performed (duties) by the various Key Experts are given in Annexures to TOR. The tasks to be assigned to each member of the proposed team should conform to, but not be limited to, the generalized tasks given in TOR and Annexures. The Consultant should take into account the various stipulations in the Terms of Reference and assign tasks to individual members of the team.
 7. Proposed work programme should be given for the execution of the services, illustrated with activity bar Charts or Critical Path Method (CPM) or Program Evaluation Review Technique (PERT) type graphics. The composition of the team, the assigned tasks and their timings should be brought out clearly using bar chart and flow diagrams.
 8. Substitution of Key Experts on Extension of Validity Period: - If any of the Key Experts become unavailable for extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert.

If the Consultant fails to provide a replacement Key Expert with equal or better qualifications during extended validity period, or if provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.
 9. The selection of non-key Experts such as field engineer, lab technician etc. will be done by interview method by Engineer-in-Charge after the award of work and the C.V of key experts shall be submitted by consultant along with technical bid.
 10. Frequent replacement of TL and/or RE and other technical staff without valid reason may also be cause for termination of agreement.
 11. If a key expert working with a consultant leaves his assignment during the currency of contract without valid reason/approval by EIC, he will not be allowed to work further in the subject project.
 12. Majority of key professional staff proposed may preferably be permanent employees of the firm.
 13. The availability of key personnel must be ensured at site during the execution of the work as per schedule.
 14. A good working knowledge of English and/or Hindi language is essential for key professional staff on this assignment.
 15. All reports must be in the English language.
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16. CONSULTANT'S PERSONNEL

General: The Consultants shall employ and provide such qualified and experienced Personnel and sub-consultants as are required to carry out the Services.

A. Replacement of Key Experts

Changes (replacement) of Key Expert shall be made only in exceptional circumstances with permission of Client. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience.

B. Additional Key Experts

If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs).

C. Removal of Experts or Sub-consultants

If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the employer, and if deemed necessary interview process may also be followed.

D. Cost of Replacement/ Removal of Experts

Except as the Client may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

17. OBLIGATIONS OF THE CLIENT

A. Access to Land & Work:

The Client warrants that the Consultants shall have free of charge unimpeded access to all land in respect of which access is required for the performance of the Services.

18. PAYMENTS OF THE CONSULTANTS

A. Schedule of payment:

SL. No.	Services	Extent of Payment/ Percentage of Payable Fee
1	For Architectural and allied services (including Engineering Services)	35 %
2	Payment for Supervision and Quality Control (SQC)	65%

The Consultant shall be paid in the following stages consistent with the work done: -

(a) For Architectural and allied services (including Engineering Services):

Stage	Milestone	Timeline	Payment
Stage-1	On submitting the Conceptual Project Report including Site (Layout) Plan of buildings and services, concept drawings of all buildings, Preliminary Estimate, giving Presentations on the schemes to NHIDCL/client and Incorporating modifications, if any, Obtaining its approval from NHIDCL/client.	Within 30 DAYS from date of commencement of work	10% of the total fees payable

Stage	Milestone	Timeline	Payment
Stage-2	On submitting building plan, elevation, sections, of the proposed project after approval from the employer preparing drawing for obtaining building permission from the statutory authorities.	Within 60 DAYS from date of commencement of work	20% of the total fees payable less payment already made in Stage -1
Stage-3	Submitting detailed estimate and specifications of the project along with Detailed Project Report. (Not limited to Preparation and Submission of all drawings including Architectural, structural, internal and external utility services, finishing schedules etc. indicating complete scope, obtaining its approval from NHIDCL/client, if required. Submission of Detailed design calculations/ take-off sheets, complete Tender Documents including BoQ, Technical Specifications, List of recommended makes, Drawings, Analysis of rates, Detailed Estimate indicating cost separately for each sub-head.)	Within 120 DAYS from date of commencement of work	40% of the total fee payable less payment already made in Stage-2
Stage-4	On submitting working drawings (good for construction Architectural drawings) and details required for commencement of work at site	Within 130 DAYS from date of commencement of work	15% of the total
Stage-5	(only executed work)		
	1) On completion of 20% of the work by value		5% of the total fees payable
	2) On completion of 40% of the work by value		5% of the total fees payable
	3) On completion of 60% of the work by value		5% of the total fees payable
	4) On completion of 80% of the work by value		5% of the total fees payable
	5) On virtual completion of the work by value		5% of the total fees payable
Stage-6	On submitting Completion Report and drawings for issuance of completion certificate by statutory authorities, wherever required and on issue of "as-built-drawings".	Within 60 days from date of completion of construction work	20 % of the total fees payable.

(b) Payment for Supervision and Quality Control (SQC):

Stage-1	Description	Percentage of the payment
	(only executed work)	10% of the quoted fee
	1) On mobilization of Team	
	2) On approval of work programme submitted by the contractor	
	3) After completion of Survey works	
	4) After Layout & Fixing of reference points	
	5) On completion of all the above work	
Stage-2	On approval of Quality assurance plan.	5% of the quoted fee
Stage-3	On execution of works as below	Total 60% of the quoted fee
	1) Stage – I (1/5 of Project Cost executed by the consultant)	Total 12% of the quoted fee
	2) Stage – II (2/5 of Project Cost executed by the consultant)	Total 12% of the quoted fee
	3) Stage – III (3/5 of Project Cost executed by the consultant)	Total 12% of the quoted fee
	4) Stage – IV (4/5 of Project Cost executed by the consultant)	Total 12% of the quoted fee
	5) Stage – V (5/5 of Project Cost executed by the consultant)	Total 12% of the quoted fee
Stage-4	1) On completion of works as per scope of consultant.	5% of the quoted fee
	2) Handing over of work & services.	5% of the quoted fee
	3) On issuance of completion certificate to consultant.	5% of the quoted fee
	4) After Successful payment to the consultant.	10% of the quoted fee
<p>Note: The total payment payable to consultant for SQC will be accepted/quoted percentage rate on estimated value of the project (excluding GST) worked out by consultant or revised/executed value of the project (excluding GST), whichever is lower. GST will be paid extra.</p>		

B. Remuneration, Other Expenses, Provisional Sums and Contingency

- a. No Payments to the consultant shall be made as Remuneration and Other Expenses, Provisional Sums and Contingency.
- b. No price adjustment of the remuneration rates, said remuneration shall be payable for the duration of the Contract. No Contingency shall be reimbursed to the consultant.

C. Currency of Payment - Any payment under this Contract shall be made in INR only.

D. Any sum falling due or any loss caused due to this agreement shall be recoverable by the client from the consultant.

E. No interest shall be payable to the Consultant on any payment due or award by any authority.

Section-6 FINANCIAL PROPOSAL

Financial Bid

Validate

Print

Help

Percentage BoQ

Tender Inviting Authority: NATIONAL HIGHWAYS INFRASTRUCTURAL CORPORATION LIMITED

Name of Work: Providing Architectural and Engineering Consultancy Services for.....

NIT No. NHIDCL /RO SHG/.....

Bidder Name :						
“PRICESCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)”						
Sl. No.	ItemDescription	Quantity	Units	Estimated Rate	TOTAL ESTIMATED PROJECT COST	TOTAL AMOUNT In Words
1.01	PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR WORK OF CONSTRUCTION OF BUILDING FOR MILATRY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA (Note : Bidder have to quote only in Rs. shown in the BOQ, which will be evaluated as Quoted Price & The Maximum Ceiling for Consultancy Fee is 8 % of the Estimated Cost of the Work)	1.00	No			
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words						

SECTION-7
(Appendices)

Appendices

TITLE	APPENDIX
Letter of Proposal	Appendix-A
Power of Attorney for signing of Proposal	Appendix -B
Consultancy Agreement	Appendix -C
Summary of Consultancy work executed by the Consultancy Agency to assess Technical Eligibility	Appendix -D1
Description of each Consultancy Agreement executed by Bidder to illustrate qualifications [<i>Duly signed by the Client</i>]	Appendix -D2
Detail of Contractual Payment	Appendix -E
Bankers' Certificate from a Scheduled Bank	Appendix -F
Detail / Structure of the Consultancy Agency	Appendix -G
Details of Technical and Administrative Personnel	Appendix -H
Details of Resources Sheet - Equipment & Softwares available with the Consultancy Agency	Appendix -I
Performa of Performance Guarantee	Appendix -J
Performa of Guarantee Bond Offered by Bank to NHIDCL in connection with the execution of Contracts (<i>Security Deposit</i>)	Appendix -K
Integrity Pact	Appendix -L
Affidavit of the Bidder	Appendix -M
Financial Bid	Appendix -N

(Letter of Proposal on Applicant's Letter Head)

To

Executive Director (P)RO-Shillong, NHIDCL,
1stFloor Parkside Building,
Opp. Lady Hydari Park,
Barik, Shillong,
Meghalaya-793001**Email: edp.shillong@nhidcl.com**

Dated:

Sub: Selection of Consultant for providing **Project Management Consultancy (PMC) Services– “PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR WORK OF CONSTRUCTION OF BUILDING FOR MILITARY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA”**

Dear Sir,

1. With reference to your RFP document. NIT No.: **NHIDCL/RO SHG/S-D/Defence/2021/301/14/Pt. 1**
I/we, having examined the Bidding DOCUMENT and understood their contents, hereby submit my/our proposal for the aforesaid Project. The proposal is unconditional and unqualified.
2. All information provided in the proposal and in the Appendices are true and correct.
3. This statement is made for the purpose of qualifying as a bidder for undertaking the Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. We certify that we have not been barred by the NHIDCL or any other state government in India (SG) or Government of India (GoI), or any of the agencies of SG/GoI from participating in its projects.
8. **I/ We declare that:**
 - (a) I/ We have examined and have no reservations to the Bidding DOCUMENT, including any Addendum issued by the Authority.
 - (b) I/ We do not have any conflict of interest in accordance the RFP document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to Bid for the Project, without incurring any liability to the bidders, in accordance with the RFP document.
10. I/ We declare that we are not a Member of any other firm submitting a proposal for the Project.
11. I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/ We further certify that no investigation by any regulatory authority is pending either against us or against our Associates or against our Executive Engineer or any of our Directors/ Managers/ employees.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
15. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
16. In the event of my/ our being declared as the successful bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
17. I/We have studied all the Bidding DOCUMENT carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any DOCUMENT or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of assignment.
18. The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Service Agreement.
19. I/We offer and attach as specified (i) Non-refundable Tender Cost of **Rs. 11,800/- (Eleven Thousand & Eight Hundred only) inclusive of GST @18%** in form of Demand Draft or RTGS in favor of NHIDCL payable at **Shillong** from any Nationalized or Indian Schedule Commercial Bank.
20. I/We agree to keep this offer valid for 120 (One Hundred and Twenty) days from the proposal Due Date specified in the RFP.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the RFP document.

Yours faithfully, (Signature of the Authorized signatory)
(Name and designation of the of the Authorized signatory)
Name and seal of bidder

Power of Attorney for Signing of Proposal

Know all men by these presents, We, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of _____and presently residing at _____, who is [presently employed with us/ and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for selection of **"PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR WORK OF CONSTRUCTION OF BUILDING FOR MILITARY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA"** but not limited to signing and submission of all applications, Proposal and other DOCUMENT and writings, participate in bidders' and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2023.

For _____(Signature)
(Name, Title and Address)

CONSULTANCY AGREEMENT

THIS AGREEMENT (“*Consultancy Agreement*”) is made on the _____th day of _____ 2023 at RO-Shillong, NHIDCL.

BETWEEN

National Highways & Infrastructure Development Corporation Ltd., 3rd Floor, PTI Building, 4 Parliament Street, New Delhi – 110001, India (*hereinafter called ‘the Employer’*), AND-----
-----, a company / corporation incorporated under the laws of-----
having its principal place of business at -----, (*hereinafter referred to as the “Consultant”*) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns of the Other Part

NHIDCL and the Consultant are collectively referred to as 'Parties' and individually as “Party”.

WHEREAS:

In reference to a call for Tender for “***Project Management Consultancy (PMC) Services– “PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR WORK OF CONSTRUCTION OF BUILDING FOR MILITARY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA”***”

As per Tender No. “***NHIDCL/RO SHG/S-D/Defence/2021/301/14/Pt. 1***”, the Consultant has submitted a Tender hereto and whereas the said Tender of the Consultant has been accepted for PMC for “***WORK OF CONSTRUCTION OF BUILDING FOR MILITARY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA AT Shillong (Meghalaya)*** as per copy of the Letter of Acceptance No----- dated - --- complete with enclosure at the accepted rates.

The following shall be a part of Consultancy Agreement:

- (i) Appendix A: Letter of Proposal
 - (ii) Appendix B: Power of Attorney for signing of proposal
 - (iii) Appendix C: Consultancy Agreement
 - (iv) Appendix F: Bankers Certificate from Schedule Bank
 - (v) Appendix-J: Banks Guarantee for Performance Security as per the specified format
 - (vi) Verification of the Bank Guarantee
 - (vii) RFP document
 - (viii) Appendix G: Detail/Structure of Consultancy Agency
 - (ix) Appendix H: Details of Technical and Administration Personnel, in the organization and to be employed for the work.
 - (x) Appendix I: Detail of Resource Sheet-Equipment & Software’s available with consultancy agency
 - (xi) Appendix L: Integrated Pact duly signed by the agency
-

- (xii) Appendix M: Affidavit of the bidders
- (xiii) DOCUMENT regarding Constitution of the Firm (*Proprietorship Certificate/Partnership-Deed / MOA & AOA of the Company, and related DOCUMENT*).
- (xiv) Appendix-N: Accepted Financial Bid
- (xv) Any correspondence made with the bidder past opening of financial bid and before acceptance of the tender.

EXECUTED BY NHIDCL by being signed by a duly authorized officer in the presence of:

Title: _____

Witness:

EXECUTED BY CONSULTANT by being signed by a duly authorised officer in the presence of:

Title: _____

Witness:

APPENDIX-D1

Summary of Consultancy work executed by the Consultancy Agency to assess Technical Eligibility

S.No.	Name of project for which consultancy provided	Name of Client	Total cost of project	Work completed /substantially completed	Consultancy Fee received	Enclosure No. of Appendix-D2
1.						i.e. D2/1, 2.....
2.						
3.						
4.						

Date of submission:

Signature of Applicant

**DESCRIPTION OF EACH CONSULTANCY AGREEMENT EXECUTED BY BIDDER TO
ILLUSTRATE QUALIFICATIONS [DULY SIGNED BY THE CLIENT]**

(Please provide information only for a project for which your firm was legally contracted by the client as a corporate entity)

(1)	Name of the Consultancy Agency	
(2)	Agreement No. of the Consultancy Contract	
(3)	Name of the Project executed by the Consultancy Agency	
(4)	Cost of the project as per the contract in the above Consultancy Agreement	
(5)	Project Location	
(6)	Name & Contact No. of Client for whom the above consultancy project has been executed	
(7)	Agreement value of the project in the above agreement	
(8)	Actual value of the project completed before tender submission date	
(9)	Total consultancy fee received against the contract	Before FY 2013-14
		FY 2017-18
		FY 2018-19
		FY 2019-20
		FY 2020-21
		FY 2021-22
		FY 2022-23 (upto the date of submission of Tender)
(10)	Date of start of the Consultancy Agreement as per LOA	
(11)	Whether the above work is completed/substantially completed	
(12)	Scheduled date of completion of the above Consultancy Agreement	
(13)	Actual date of completion of the above Consultancy Agreement	
(14)	Brief description of Consultancy Services provided	
(15)	(a) No. of floors of the completed/substantially completed building (i.e., G, G+1, G+2 etc.).	
	(b) Height of the completed building(s) in meters (building height means the vertical distance measured in the case of the flat roofs from the top level of the adjoining drain to the highest point of the building and in case of sloping roof, the mid-point between the eaves level and the ridge. Architects features serving no other functions except that of the decoration shall be excluded for the purpose of measuring heights.)	
(16)	Professional Staff Provided by the Firm: No. of Staff:	
(17)	No. of Person-Months:	
(18)	Name of Senior Staff (Project Director/Coordinating Team Leader of Consultancy Agency) Involved and Functions Performed	

(19)	Performance of the Consultancy Agency Very Good/ Good/Average/Poor	
------	--	--

Meaning of substantially completed work:

A **substantially completed** consultancy contract means a contract, in which, the consultancy fee of at least eighty percent (80%) of the Consultancy contract value has been received & is equal to or more than the minimum value stipulated for eligible assignment of present tender.

(Signature of the Client)

Designation:

Contact Number:

Office Seal

Detail of Contractual Payment

Format for Consultancy Fee received for Project Management Consultancy services from Central & State Govt., Public Sector Undertaking of Central & State Govt., Authority/Corporation in last 3 (*three*) financial years & current financial year (*till the tender submission date & time*)

S.No.	Financial Year	Name of Govt. Agency (from which Consultancy Fee received as per Appendix-D2)	Project Management Consultancy fee received (<i>In Rs.</i>)	Remarks
1	2019-20			
2	2020-21			
3	2021-22			
4	2022-23 (<i>till the tender submission date & time</i>)			
Total Consultancy Fee received				

Note:

In addition to the above, the Bidder has to submit the following DOCUMENT / information:

Copy of TDS Certificate from the Employer / Form-26AS/Form-16A and Audited Balance Sheet/P&L Account, clearly indicating the Consultancy Fee received for Project Management Consultancy services from Central & State Govt., Public Sector Undertaking of Central & State Govt., Authority/Corporation/Autonomous Bodies in last 3 (*three*) financial years & current financial year. All document either original or photostat should be attested by Notary.

Date:

Signature of Chartered
Tenderer/Accountant with Seal

Seal and Signature of

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

The is to certify that to the best of our knowledge and information that M/s./Shri having marginally noted address, a customer of our bank are/ is respectable and can be treated as good for any engagement up-to a limit ofRs..... (Rupees).

This certificate is issued without any guarantee or responsibility on the bank or any ofthe officers.

Date: (Signature)

For the Bank

NOTE:

- (1) Bankers certificates should be on letter head of the Bank, in sealed cover addressed to tendering authority.
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

Detail / Structure of the Consultancy Agency

1.	Name and address of the bidder	
2.	Telephone No. (<i>land line and Mobile</i>) / Fax No. / email address	
3.	Legal status of bidder (<i>Attach copies of original document defining the legal status</i>). The applicant is: (a) An individual (b) A proprietary Firm (c) A Firm in partnership (d) A limited company or corporation.	
4.	Particulars of registration with various Govt. bodies (<i>Attach attested photocopies</i>) a) Registration Number b) Organisation / Place of registration. c) Date of validity	
5.	Name and title of Directors and officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization.	
7.	Was the bidder ever required to suspend construction for a period of more than six months continuously after he commenced the construction? If so, give the name of the project and reasons of suspension of work.	
8.	Has the bidder or any constituent partners (s) in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for	
9.	As the bidder, or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details.	
10.	Has the bidder, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.	
11.	In which field of Civil Engineering construction the bidder has specialization and interest?	
12.	Any other information considered necessary but not included above.	

(Signature of Applicant)

APPENDIX-H

Details of Technical and Administrative Personnel, in the organization and proposed to be employed for the tendered work

S. No.	Designation	Total Number	Number available for this work	Name	Qualification	Professional experience and details of works carried out	In what capacity these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

Date:

(Signature of Applicant)

Details of Resources Sheet - Equipment & Softwares available with the Consultancy Agency or likely to be used in the tendered work

Sl. No.	Name of equipment/Softwares	Status –Available/ Not Available

Date:

(Signature of Applicant)

Format of Bank Guarantee for Performance Security

Bank Guarantee no.....

Dated.....

To,

Executive Director (P)

RO-Shillong, NHIDCL,

1stFloor Parkside Building,

Opp. Lady Hydari Park,

Barik, Shillong,

Meghalaya-793001

Email: edp.shillong@nhidcl.com

Reference:- Contract No....., awarded on

This deed of Guarantee made this day of _____ between _____ (*name of Bank*) having registered office at _____ and branch office at _____ (*hereinafter referred to as "Bank"*) of the one part and National Highways & Infrastructure Development Corporation Limited (*hereinafter called the Employer*) of the other Part.

Whereas National Highways & Infrastructure Development Corporation Limited has awarded the Contract no..... for construction of (*hereinafter called "the Contract"*) to M/s.....its registered office at (*hereinafter called "the Consultant"*).

Whereas the *Consultant* is bound by the said Contract to submit to the Employer an irrevocable performance security guarantee bond for a total amount of Rs (*Rs.*

*In**Words*) only.

Now, we the undersigned (*Name of Bank officials*), of the bank being fully authorized to sign and to incur obligations for and on behalf of the Bank hereby declare that the said Bank will guarantee the Employer the full amount of Rs..... (*Rs. In Words*) as stated above.

After the *Consultant* has signed the aforesaid contract with the Employer, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the employer by reason of any breach by the said *Consultant* of any of the terms or conditions contained in the said agreement or by reason of the *Consultant* failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (*Rs. in Words*) only. _____

We..... *(indicate the name of Bank)*, further undertake to pay to the Employer any money so demanded notwithstanding any dispute or dispute raised by the Consultant in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

The payment so made by us *(name of Bank)* under this bond shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.

We..... *(indicate the name of Bank)*, to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been full paid and its claims satisfied or discharged by *(Designation & Address of Contract signing authority)* on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Consultant and accordingly discharges this guarantee.

Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the employer or until *(date of validity/extended validity)* whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

Provided always that we *(Name of Bank)* unconditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we *(Name of Bank)* shall pay the Employer the full amount of the guarantee on demand without demur.

We..... *(indicate the name of Bank)*, to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any power exercisable by the Employer against the said Consultant and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said Consultant for any bearing act or omission on the part of the Employer or any indulgence by the Employer to the said Consultant or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

The Guarantee hereinbefore contained shall not be affected by any change in the constitution of Bank or of the Consultant.

The expressions "the Employer", "the Bank" and "the Consultant" hereinbefore used shall include their respective successors and assigns.

We (*Name of the bank*) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs..... (*Rs. in words*).
- ii) This Bank Guarantee shall be valid up to, unless extended on demand by Employer.
- iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before.....

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on thisday of....being herewith duly authorized.

Bank seal

Signature of Bank Authorize Official with seal

Name.....

Designation:

Address:

Witness:

1. Name:

Designation:

Address:

2. Name:

Designation:

n:

Address:

(Guarantee-Bond offered by-Banks to NHIDCL in connection with the execution of Contracts) (SD)

GUARANTEE BOND FORMAT

(To be used by approved Schedule Banks)

1. In consideration of the Employer NHIDCL (*hereinafter called "The Employer"*) having agreed to exempt-----(*hereinafter called "The said Consultant (s)"*) from the demand, under the terms and conditions of an Agreement no.....dated.....made between.....and..... for (*hereinafter called the "The said Agreement"*) of security deposit for the due fulfillments by the said Consultant (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(*Rupees only*), we,.....(*indicate the name of the bank hereinafter referred to as "The Bank"*) at the request of Consultant (s) do hereby undertake to pay to the Employer an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said Consultant (s) of any of the terms and conditions contained in the said Agreement.
2. We.....(*indicate the name of the Bank*) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur merely on a demand from the NHIDCL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the NHIDCL by reason of any breach by the said Consultant (s) of an of the terms or conditions contained in the said Agreement or by reason of the Consultant (s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Consultant (s)/Suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of our liability for payment there under the Consultant (s)/Supplier(s) shall have no claim against us for making such payment.
4. We.....(*indicate the name of Bank*) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till... the Employer/NHIDCL certify that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the....., we shall be discharged from all liability under this Guarantee thereafter.
5. At any time during the period in which this guarantee is valid the Employer may request for its extension and the Bank will extend his guarantee under the same condition for the required time at the cost of the Consultant.
6. We.....(*indicate the name of Bank*) further agree with the NHIDCL that the

NHIDCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Consultant(s) from time-to-time any of the powers exercisable by the NHIDCL against the said Consultant(s) and to forbear or enforce any of terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Consultant(s) or for any forbearance, act or omission on the part of the NHIDCL or any indulgence by the NHIDCL to the said Consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s)/Supplier(s).
8. We....., (*indicate the name of Bank*) lastly undertake not the revoke this Bank Guarantee during its currency except with the previous consent of the NHIDCL in writing.

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of.....being herewith duly authorized.

Bank seal

Signature of Bank Authorize Official with seal

Name.....

Designation:

Address:

Witness:

1. Name:

Designation:

Address:

2. Name:

Designatio

n:

Address:

PRE-CONTRACT INTEGRITY PACT

GENERAL:

This pre-bid contract Agreement (*hereinafter called the Integrity Pact*) is made on ___ day of the month___2023, between, on one hand, the NHIDCL acting through Shri_____Designation of the officer, (*hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns*) of the First Part and M/s _ represented by Shri_____ (*hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns*) of the Second Part.

WHEREAS, the CLIENT proposes to procure (*Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services*) and the [A] is willing to offer/has offered for stores or works.

WHEREAS, the [A] is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the CLIENT to obtain the desired said (*Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services*) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure [B] by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity pact and agree as follows:

1.0 Commitments of the CLIENT:

- 1.1** The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].
 - 1.2** The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular [A] in comparison to other BIDDERS.
-

1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.0 In case any such preceding misconduct on the part of such officials(s) in reported by the [A] to the CLIENT with full and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

3.0 Commitments of BIDDERS:

The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the [B] contract or in furtherance to secure it and in particular committee itself to the following:-

3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].

3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavor to any person in relation to the [B] or any other [B] with the Government.

3.3 * [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.

3.4 * [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation:

3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.

3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting

and implementation of the [B].

- 3.8** The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the [A] at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13** The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.
- 4.0** Previous Transaction:
- 4.1** The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.
- 4.2** The [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

~~5.0~~ Earnest Money (Security Deposit):

~~5.1~~ While submitting commercial bid, the [A] shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments:

- (i) ~~Bank Draft or a Pay order in favour of _____~~
- (ii) ~~A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof of payment.~~
- (iii) ~~Any other mode or through any other instrument (to be specified in the RFP).~~

~~5.2~~ The Earnest Money/Security Deposit shall be valid up to a period of five years ~~or~~ the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.

~~5.3~~ In case of the successful [A] a clause would also be incorporated in the Article

~~pertaining to Performance Guarantee in the [B] that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.~~

~~5.4 No interest shall be payable by the CLIENT to the [A] on Earnest Money/Security Deposit for the period of its currency.~~

6.0 Sanctions for violations:

6.1 Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (*in pre-contract stage*) and/or Security Deposit/performance Bond (*after the [B] is signed*) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
- (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
- (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the [A], in order to recover the payments, already made by the CLIENT, along with interest.
- (vi) To cancel all or any other Contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money(s) due to the [A].
- (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
- (viii) To recover all sums paid in violation of this Pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any [B] signed by the CLIENT with the [A], the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The CLIENT will entitle to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.1 The decision of the CLIENT to the effect that a breach of the provisions of this Pact has been committed by the [A] shall be final and conclusive on the [A]. However, the [A] can approach the independent monitor(s) appointed for the purposes of this pact.

7.0 Fall Clause:

7.1 The [A] undertakes that it has not supplied / is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that vary price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.

8.0 Independent Monitors:

8.1 The CLIENT has appointed independent Monitors (*hereinafter referred to as Monitors*) for this Pact in Consultant with the Central Vigilance Commission (*Name and Addresses of the Monitors to be given*).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the DOCUMENT relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subconsultants. The Monitor shall be under contractual obligation to treat the information and DOCUMENT of the [A] with confidentiality.

8.7 The CLIENT 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the ED/NHIDCL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9.0 Facilitation of Investigation:

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the DOCUMENT including the Books of Accounts of the [A] and the [A] shall provide necessary information and DOCUMENT in English and shall extend all possible help for the purpose of such examination.

10.0 Law and Place of Jurisdiction:

This pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the CLIENT.

11.0 Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12.0 Validity:

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the [B] to the satisfaction of both the CLIENT and the [A] including warranty period, whichever is later. In case [A] is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the [B].

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13.0 The parties hereby sign this Integrity Pact at _____ on _____.

CLIENT:
Name of the Officer
Designation
Deptt/Ministry/PSU

BIDDER:
CHIEF EXECUTIVE OFFICER

Witness:
1. _____
2. _____

Witness:
1. _____
2. _____

Note:

[A] To be replaced by BIDDER/Seller/Consultant/Consultancy firm/Service Provider as the case may be.

[B] To be replaced by Contract/Supply Contract/Consultancy Contract/Works Contract as the case may be.

AFFIDAVIT OF THE BIDDER

(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) duly attached by Notary Public)

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

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

1. That I am the Proprietor/ Authorized signatory of M/sHaving its Head Office/ Regd. Office at.....
2. That the information/ DOCUMENT/ Experience certificates submitted in support of technical and financial capacity by M/salong with the tender for (Name of work) 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 document(s), in case NHIDCL demand so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, NHIDCL at its discretion may disqualify / reject / terminate the bid/contract and also debarred from all future projects in NHIDCL/MORTH/NHAI.
5. I shall have no objection in case NHIDCL verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards Performance Guarantee from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted bank guarantee(s) before NHIDCL receives said verification.

I....., the Proprietor/Authorized 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 atthis.....day of

ATTESTED BY (NOTARY PUBLIC)

DEPONENT

APPENDIX-N

Financial Bid (To be submitted through online mode only on E-Tender Portal)

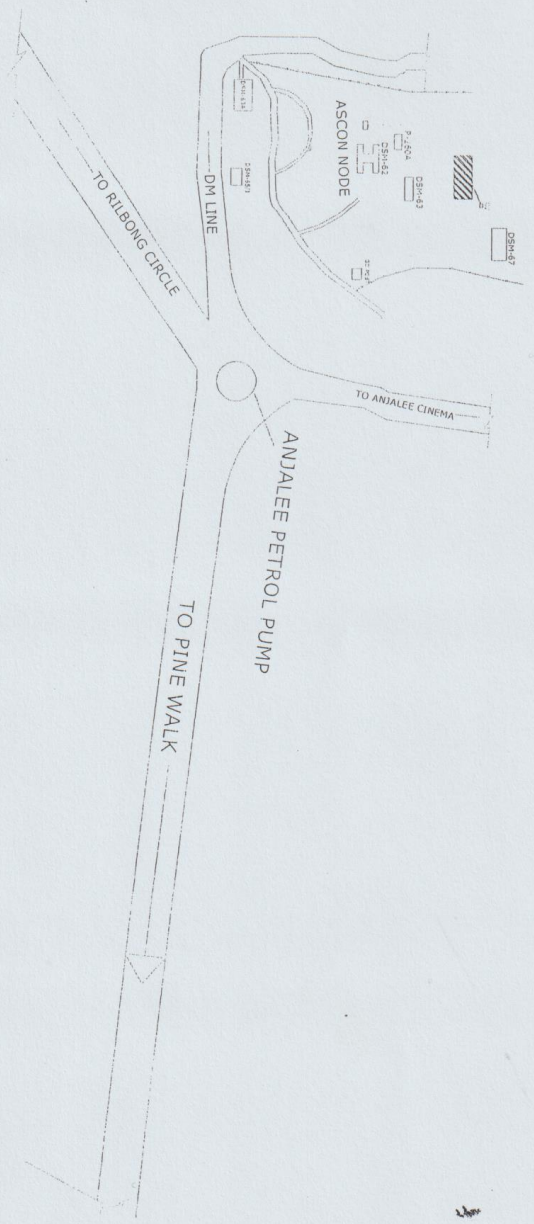
Subject: PMC for “*WORK OF CONSTRUCTION OF BUILDING FOR MILATRY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA*”

Bidder Name :						
<p>“PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)”</p>						
Sl. No.	Item Description	Quantity	Units	Estimated Rate (Rupees)	TOTAL ESTIMATED PROJECT COST	TOTAL AMOUNT In Words
1.01	PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR WORK OF CONSTRUCTION OF BUILDING FOR MILATRY ASSETS TO BE DEMOLISHED FOR UPGRADATION OF NH-40 SECTION BETWEEN SHILLONG-DAWKI ROAD UNDER NHIDCL IN SHILLONG, EAST KHASI HILLS DISTRICT, STATE OF MEGHALAYA (Note : Bidder have to quote only in Rs. shown in the BOQ, which will be evaluated as Quoted Price & The Maximum Ceiling for Consultancy Fee is 8 % of the Estimated Cost of the Work)	1.00	No.			
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words						

NOTES:

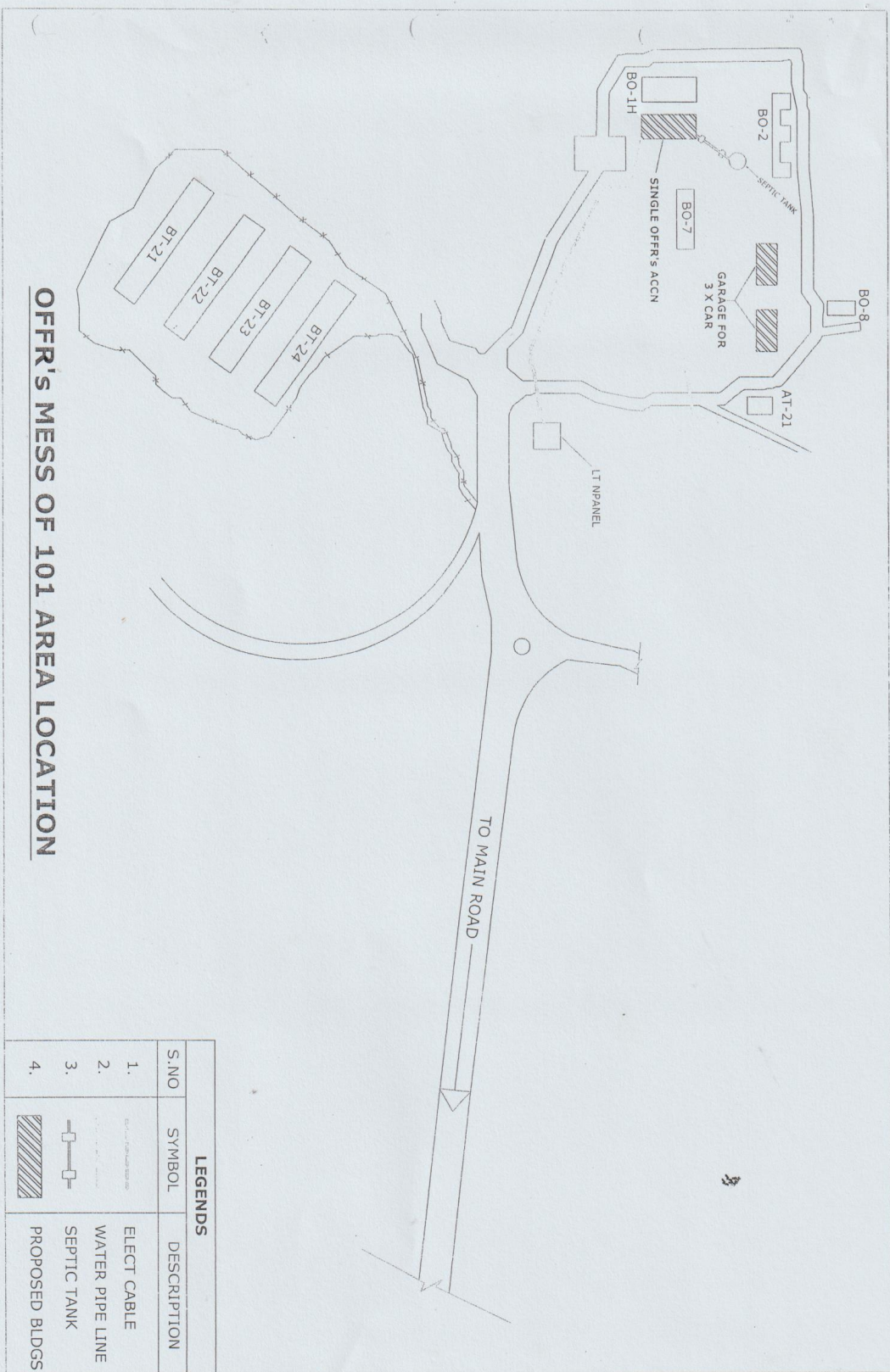
- a. The rates quoted by the tenderer shall be inclusive of all taxes and levies but **excluding GST**. The *GST as legally leviable and payable by the Bidder* under the provisions of applicable law/act *shall be paid extra by NHIDCL*. Therefore, the **Bidders should quote their rates after considering the Input Tax Credits on their input materials and services**. Hence, *Bidders should ensure that, full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting their rates*.
- b. **Fees quoted will be firm and no escalation will be applicable.**
- c. **The Consultant shall pay all other taxes, duty and like Government impositions arising from this Contract and indemnifies NHIDCL against same.**
- d. The bidder has to be registered under CGST/IGST/UTGST/SGST Act and should submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to the Employer, without which, no payment shall be released to the Consultant.
- e. Consultant shall submit GST compliant tax invoice containing (GSTIN of NHIDCL) and all the particulars as stipulated under invoice rules of GST law. Payment shall be made to the Consultant only after submission of GST compliant tax invoice.
- f. Project cost is indicative that may increase or decrease and actual consultancy fee would be based on final cost of completed project excluding GST.

Appx B
 Annex I
 8 x MAT's ACCN



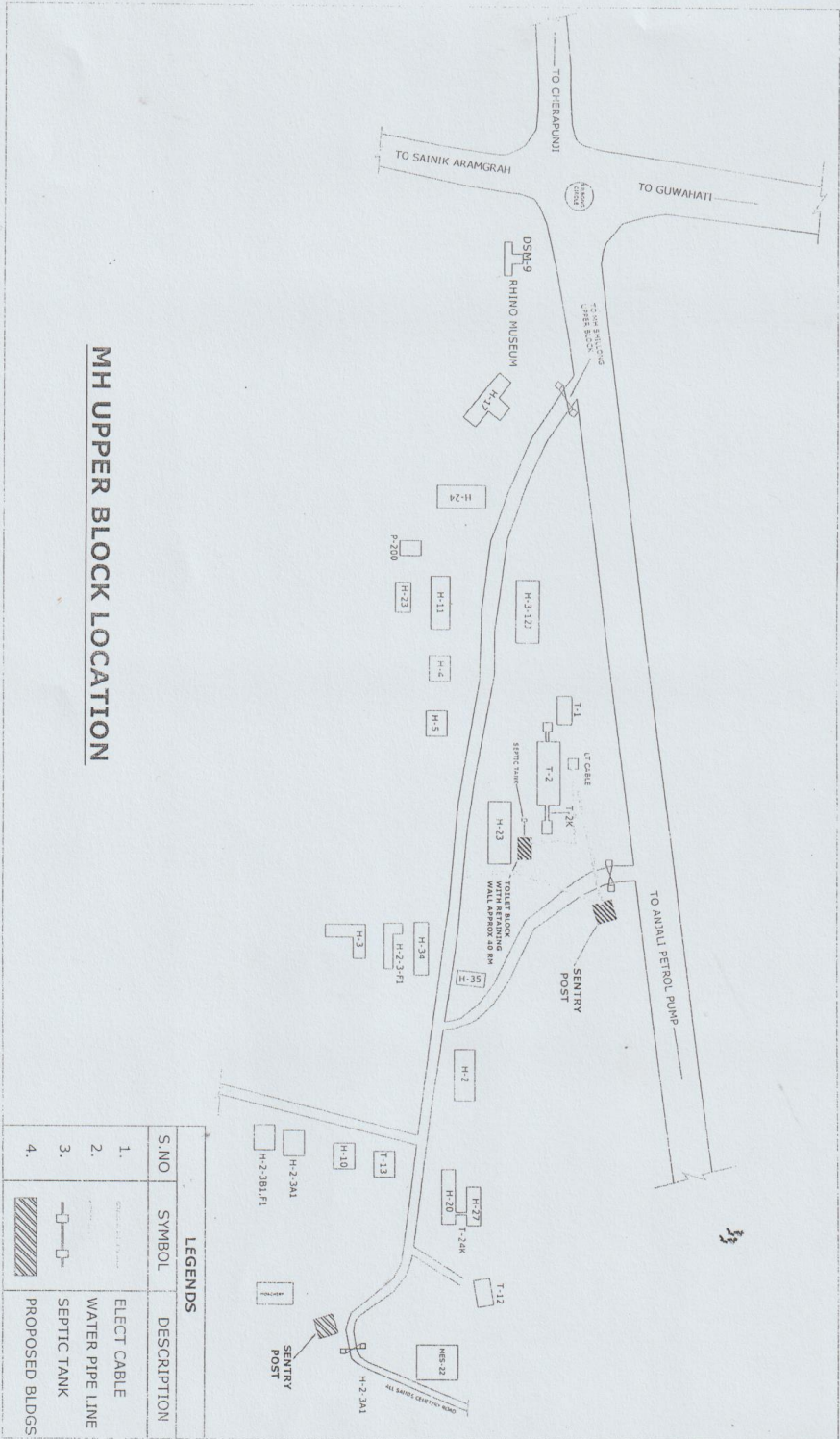
ASCON NODE, DM LINE LOCATION

LEGENDS		
S.NO	SYMBOL	DESCRIPTION
1.		ELECT CABLE
2.		WATER PIPE LINE
3.		SEPTIC TANK
4.		PROPOSED BLDGS



OFFR'S MESS OF 101 AREA LOCATION

LEGENDS		
S.NO	SYMBOL	DESCRIPTION
1.		ELECT CABLE
2.		WATER PIPE LINE
3.		SEPTIC TANK
4.		PROPOSED BLDGS



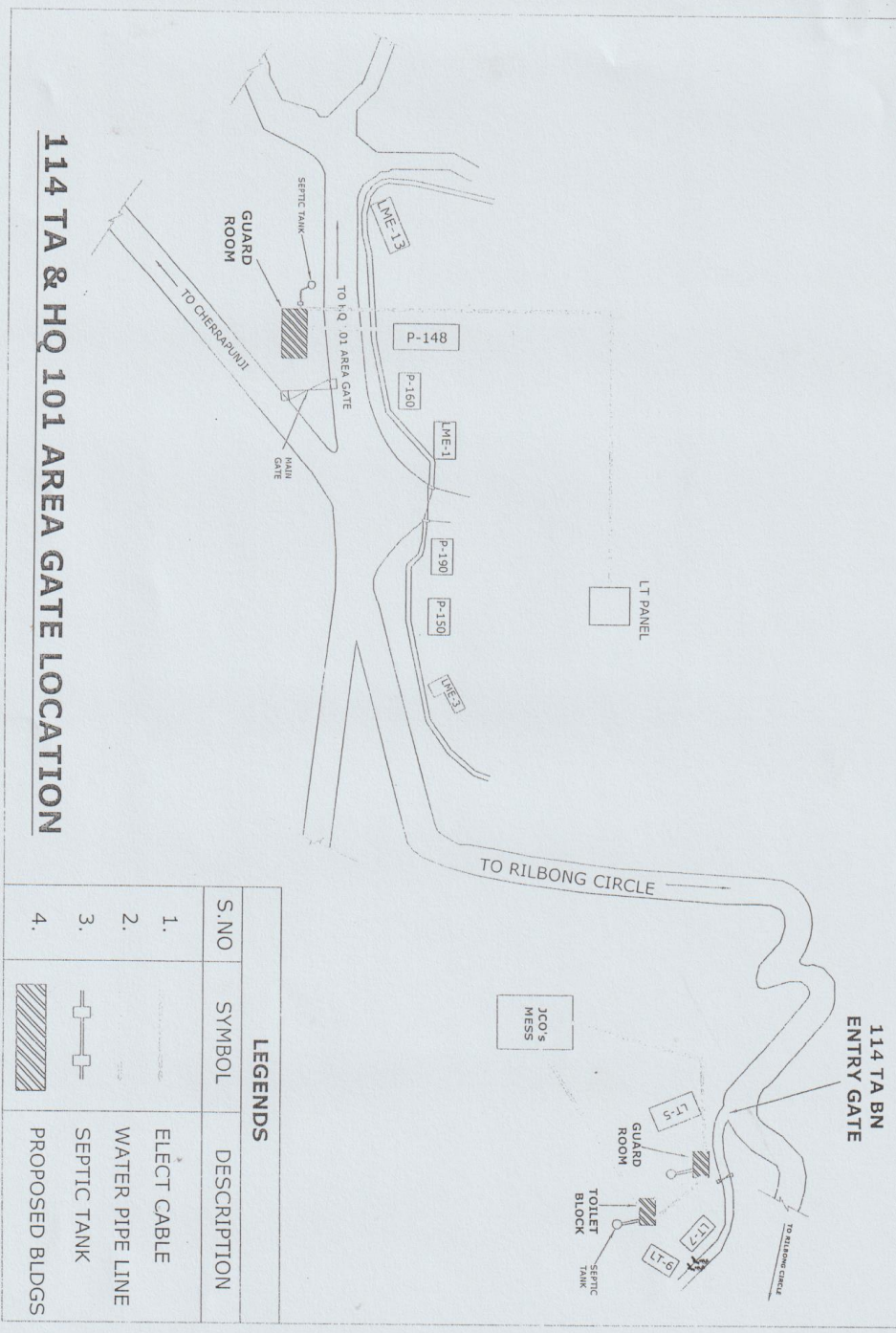
MH UPPER BLOCK LOCATION

LEGENDS	
S.NO	DESCRIPTION
1.	ELECT CABLE
2.	WATER PIPE LINE
3.	SEPTIC TANK
4.	PROPOSED BLDGS



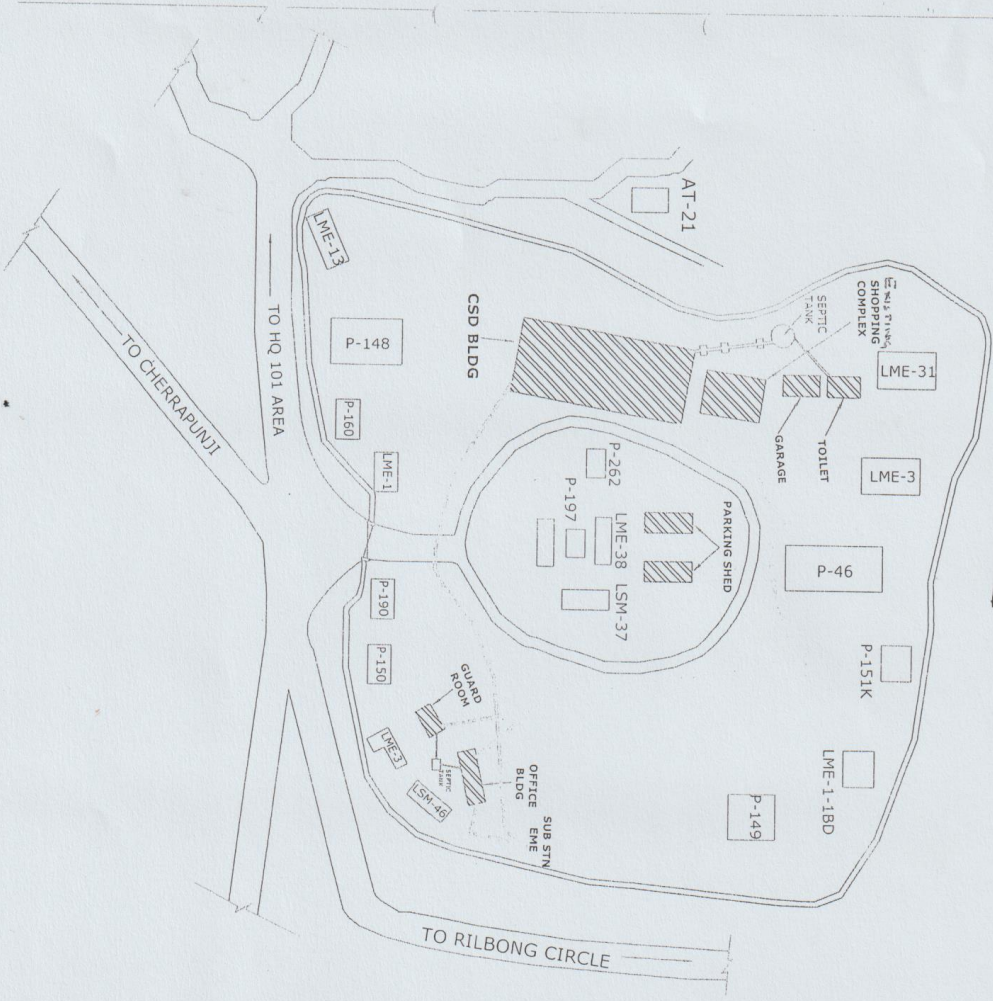
MH LOWER BLOCK LOCATION

LEGENDS		
S.NO	SYMBOL	DESCRIPTION
1.		ELECT CABLE
2.		WATER PIPE LINE
3.		SEPTIC TANK
4.		PROPOSED BLDGS



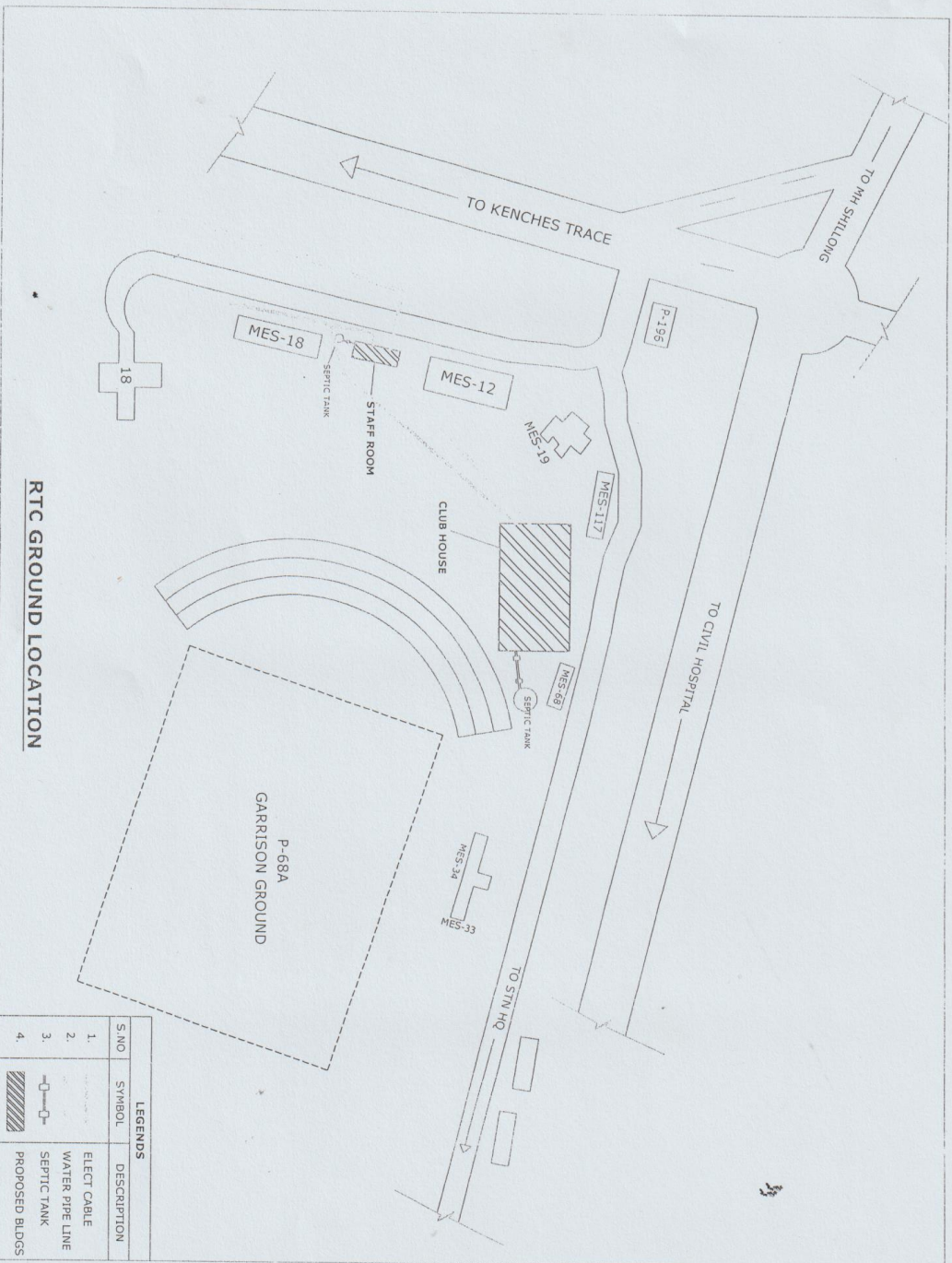
114 TA & HQ 101 AREA GATE LOCATION

LEGENDS		S.NO	SYMBOL	DESCRIPTION
1.		1.		ELECT CABLE
2.		2.		WATER PIPE LINE
3.		3.		SEPTIC TANK
4.		4.		PROPOSED BLDGS



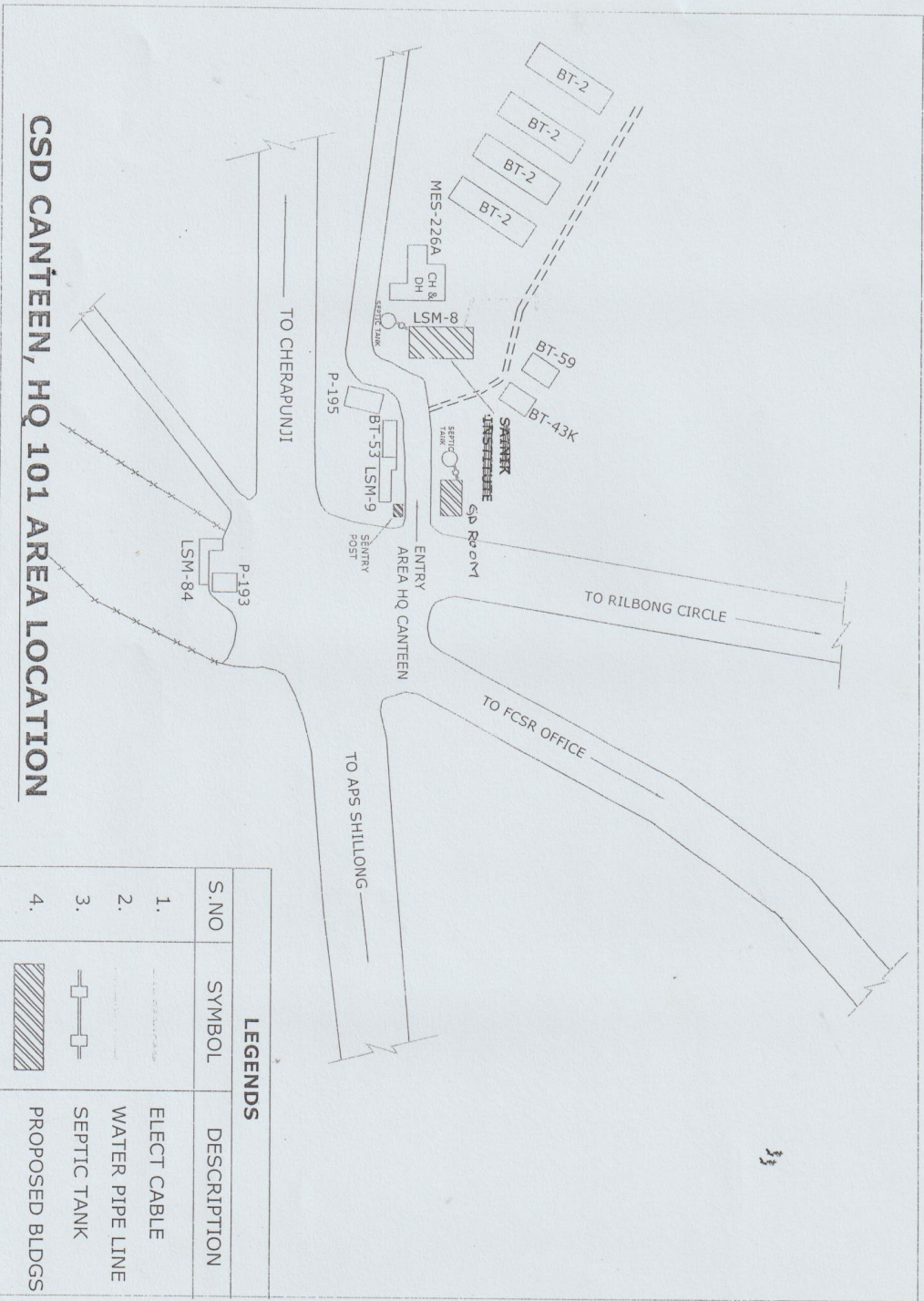
EME WORK SHOP AREA LOCATION

LEGENDS		
S.NO	SYMBOL	DESCRIPTION
1.		ELECT CABLE
2.		WATER PIPE LINE
3.		SEPTIC TANK
4.		PROPOSED BLDGS



RTC GROUND LOCATION

LEGENDS	
S.NO	DESCRIPTION
1.	ELECT CABLE
2.	WATER PIPE LINE
3.	SEPTIC TANK
4.	PROPOSED BUDGS

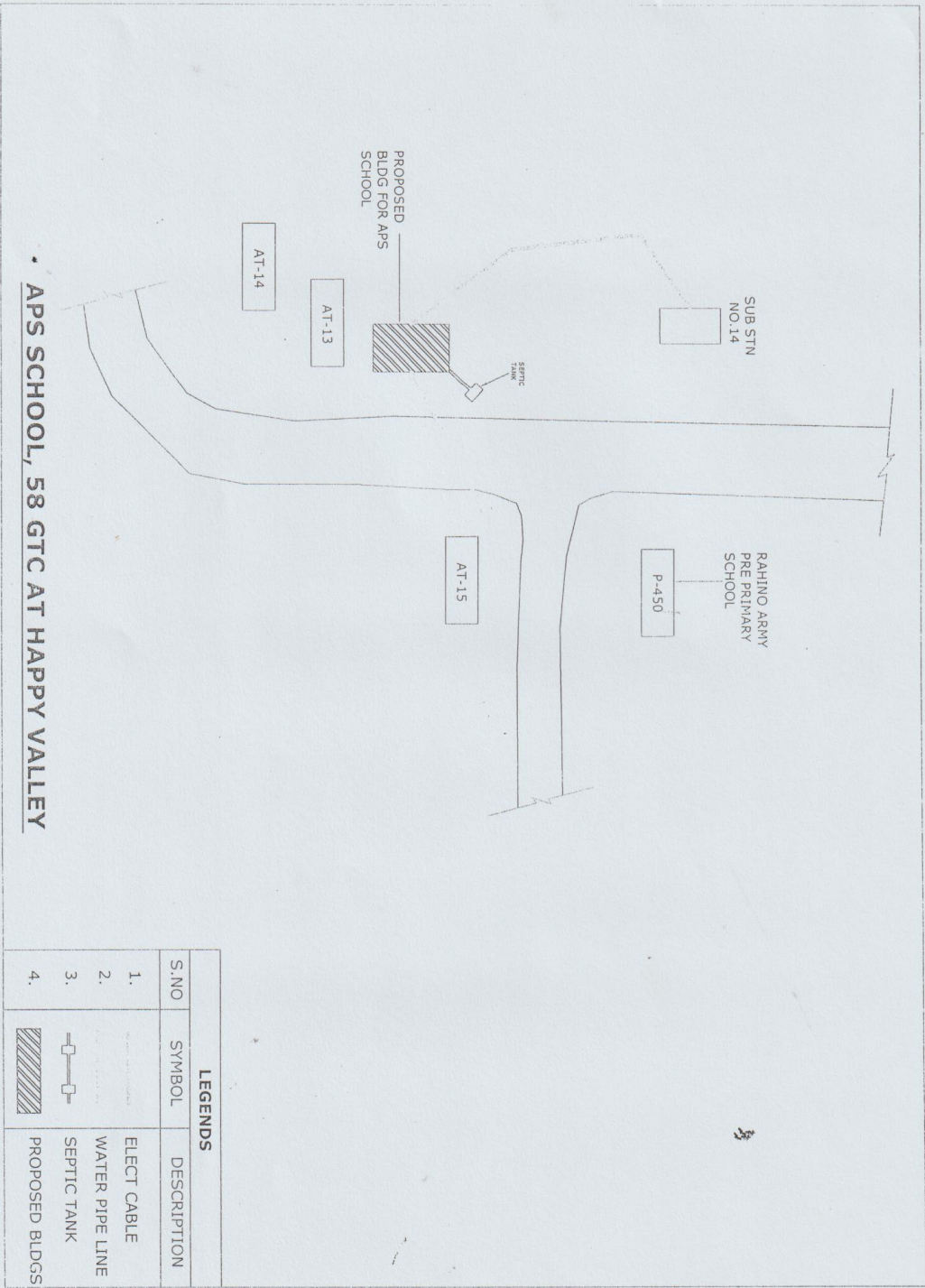


CSD CANTĒEN, HQ 101 AREA LOCATION

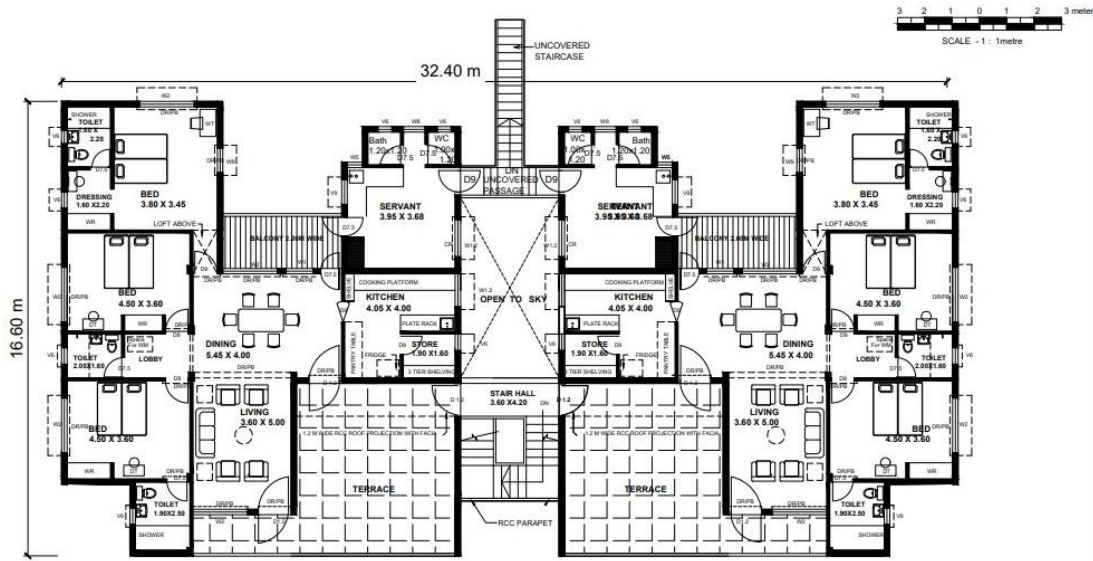
LEGENDS		
S.NO	SYMBOL	DESCRIPTION
1.		ELECT CABLE
2.		WATER PIPE LINE
3.		SEPTIC TANK
4.		PROPOSED BLDGS



**SAINIK AARAM GRAH LOCATION
 AND GE SHILLONG**



• AFS SCHOOL, 58 GTC AT HAPPY VALLEY

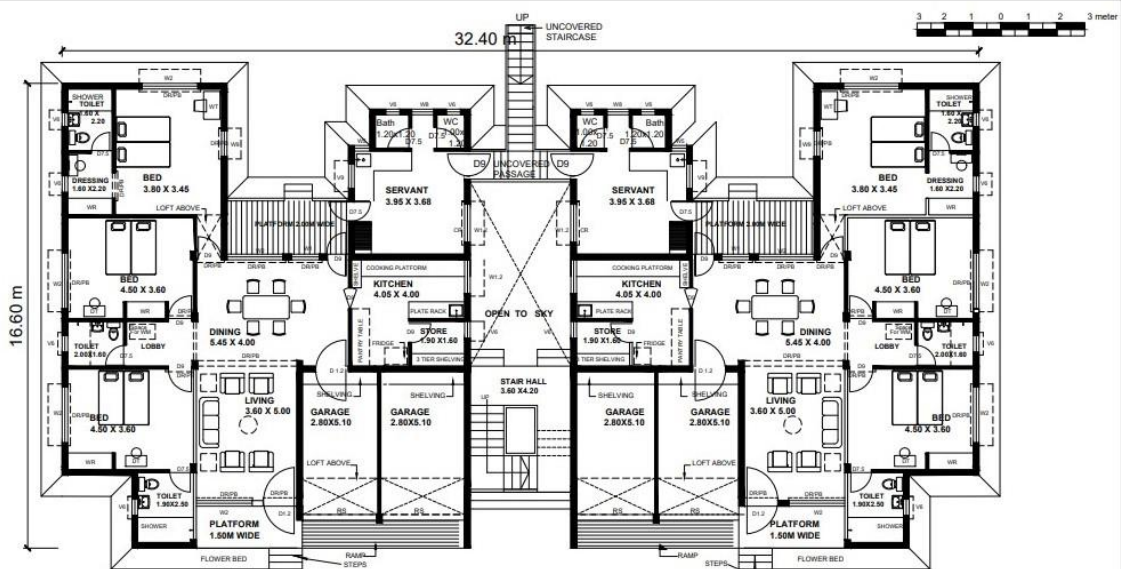


FIRST FLOOR PLAN

- NOTES**
1. ALL DIMENSIONS ARE GIVEN IN METERS, UNLESS OTHERWISE STATED.
 2. THIS LINE PLAN PROVIDES ONLY THE GUIDE LINE AND IT MAY BE MODIFIED AT THE TIME OF PREPARATION OF CONTRACT DRG.
 3. THE LOCATION OF RCC COLUMNS INDICATED ON THE LINE PLAN MAY UNDERGO CHANGES BASED ON THE STRUCTURAL DRAWING.

STATEMENT OF AREA	
DESCRIPTION	PA AUTH. / PA PROV
1. MAIN QTR	139.35 SQMTS.
2. STAIRCASE	6.04 SQMTS.
3. BALCONY	9.85 SQMTS.
4. SERVANT	22.30 SQMTS.
Inclusive of area for uncovered staircase and passage considered as 50% of 10 sqm = 5sqm (shared by 4 D/U.)	

**SUGGESTIVE LINE PLAN MD. ACCN FOR MAJ TO BRIG
DOUBLE STOREYED- BLOCK OF 4 QRS(SERVANT QTR ATTACHED)**

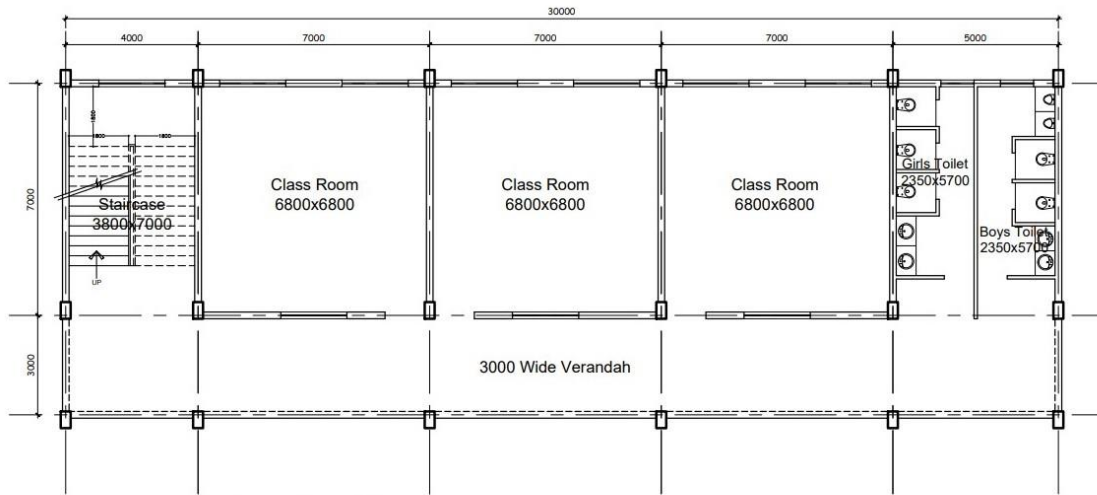


GROUND FLOOR PLAN

- NOTES**
1. ALL DIMENSIONS ARE GIVEN IN METERS, UNLESS OTHERWISE STATED.
 2. THIS LINE PLAN PROVIDES ONLY THE GUIDE LINE AND IT MAY BE MODIFIED AT THE TIME OF PREPARATION OF CONTRACT DRG.
 3. THE LOCATION OF RCC COLUMNS INDICATED ON THE LINE PLAN MAY UNDERGO CHANGES BASED ON THE STRUCTURAL DRAWING.

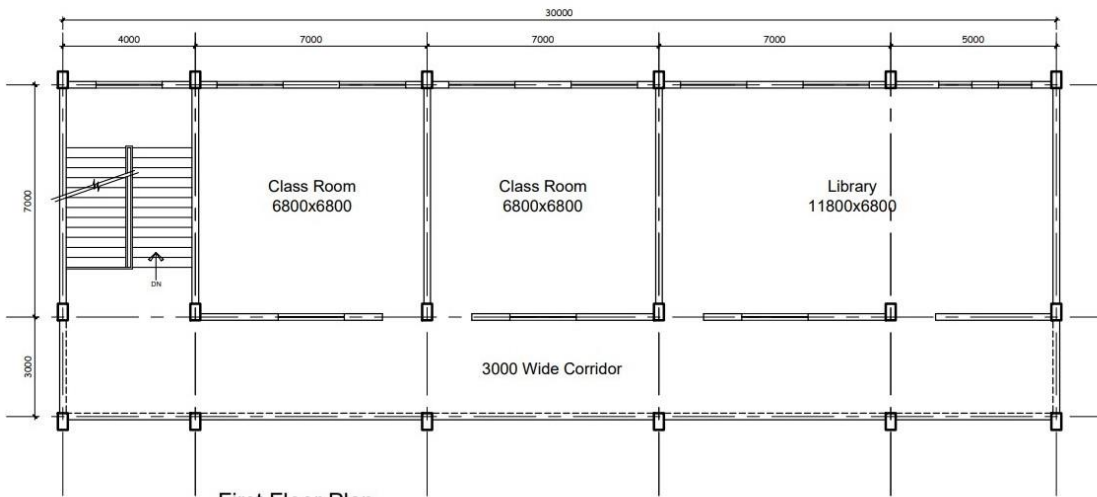
STATEMENT OF AREA	
DESCRIPTION	PA AUTH. / PA PROV
1. MAIN QTR	139.35 SQMTS.
2. STAIRCASE	6.04 SQMTS.
3. BALCONY	9.85 SQMTS.
4. SERVANT	22.30 SQMTS.
Inclusive of area for uncovered staircase and passage considered as 50% of 10 sqm = 5sqm (shared by 4 D/U.)	

**SUGGESTIVE LINE PLAN MD. ACCN FOR MAJ TO BRIG
DOUBLE STOREYED- BLOCK OF 4 QRS(SERVANT QTR ATTACHED)**

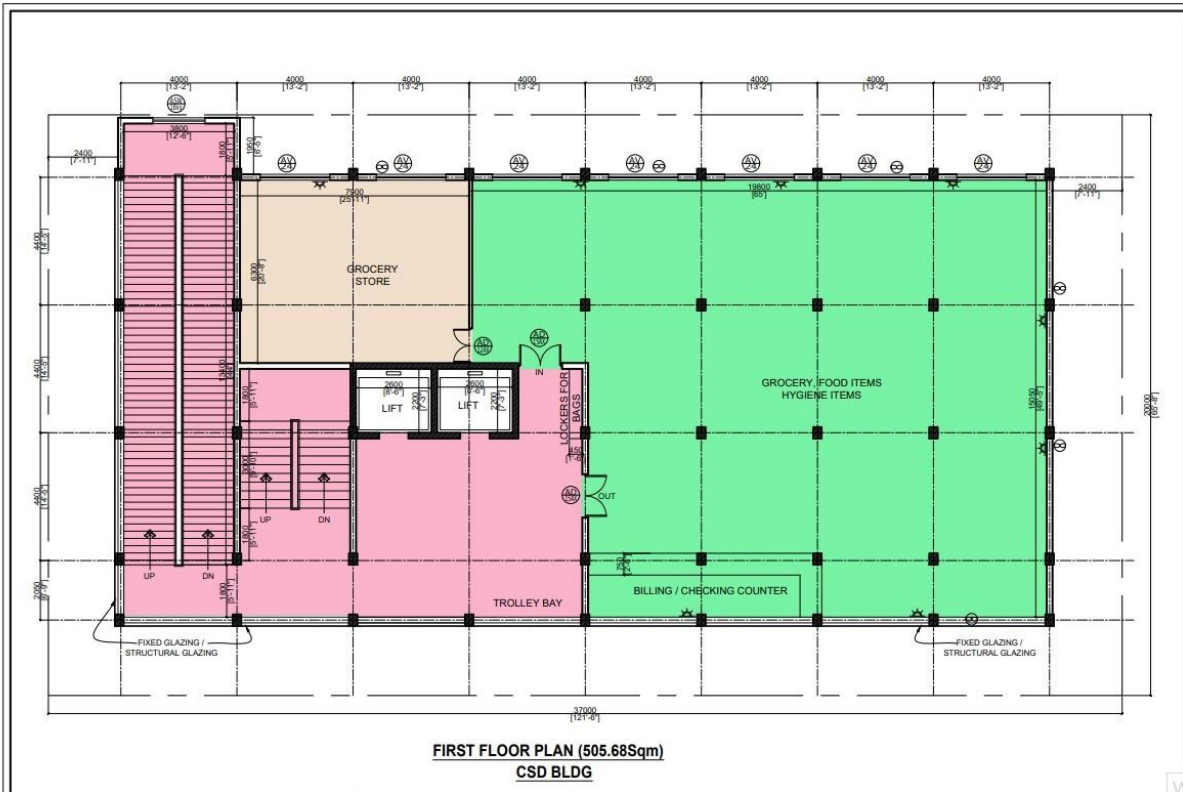


Ground Floor Plan

School Bldg (APS Happy Valley)

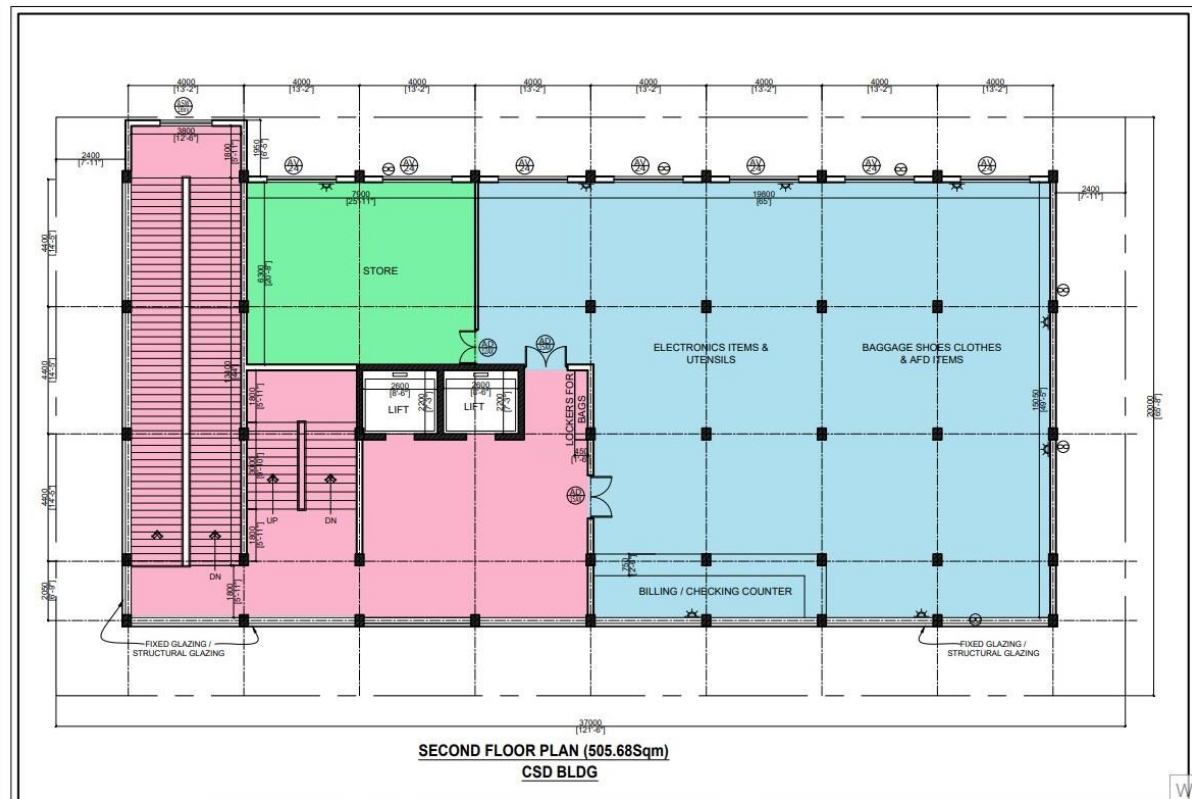


First Floor Plan



DOOR & WINDOW		DOOR		WINDOW	
SL. NO.	SYMBOL	TYPE	SL. NO.	SYMBOL	TYPE
1.		2000 W x 2400 H	1.		1800 W x 2100 H ALUMINIUM SLIDING
2.		2000 W x 2400 H	2.		1200 W x 2100 H ALUMINIUM SLIDING
3.		1500 W x 2400 H	3.		2400 W x 800 H ALUMINIUM VENTILATOR
4.		1500 W x 2400 H	4.		1500 W x 800 H ALUMINIUM VENTILATOR
5.		1500 W x 2400 H	5.		600 W x 800 H

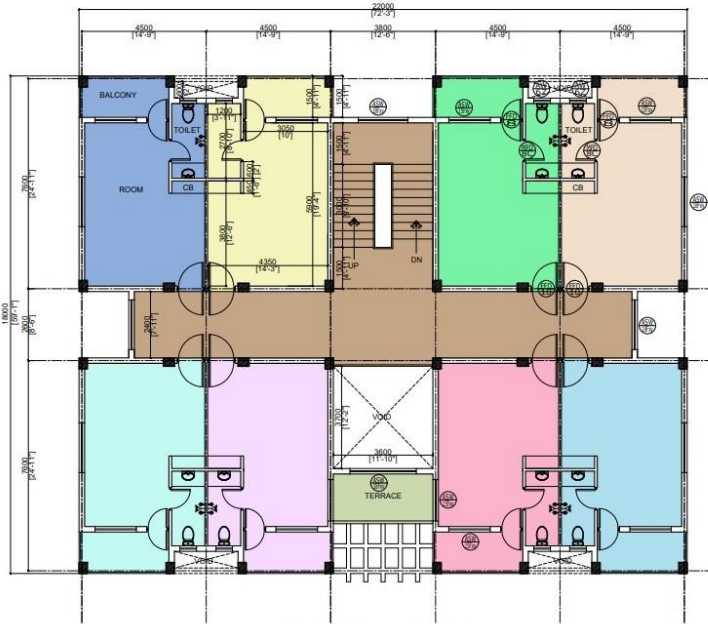






ECSAG ROOMS GROUND FLOOR PLAN
(347.34 sqm)

DOOR & WINDOW			
DOOR			
SL. NO.	SIZE	TYPE	
1.	1000 W x 2400 H	FLY PROOF FLUSH	
2.	800 W x 2400 H	FLY PROOF FLUSH	
3.	800 W x 2400 H	PVC	
4.	1200 W x 2400 H	ALUMINIUM	
WINDOW			
5.	1800 W x 2100 H	ALUMINIUM SLIDING	
5.	1800 W x 1200 H	ALUMINIUM SLIDING	
6.	1500 W x 2100 H	ALUMINIUM SLIDING	
7.	900 W x 2100 H	ALUMINIUM SLIDING	
8.	500 W x 900 H	ALUMINIUM VENTILATOR	



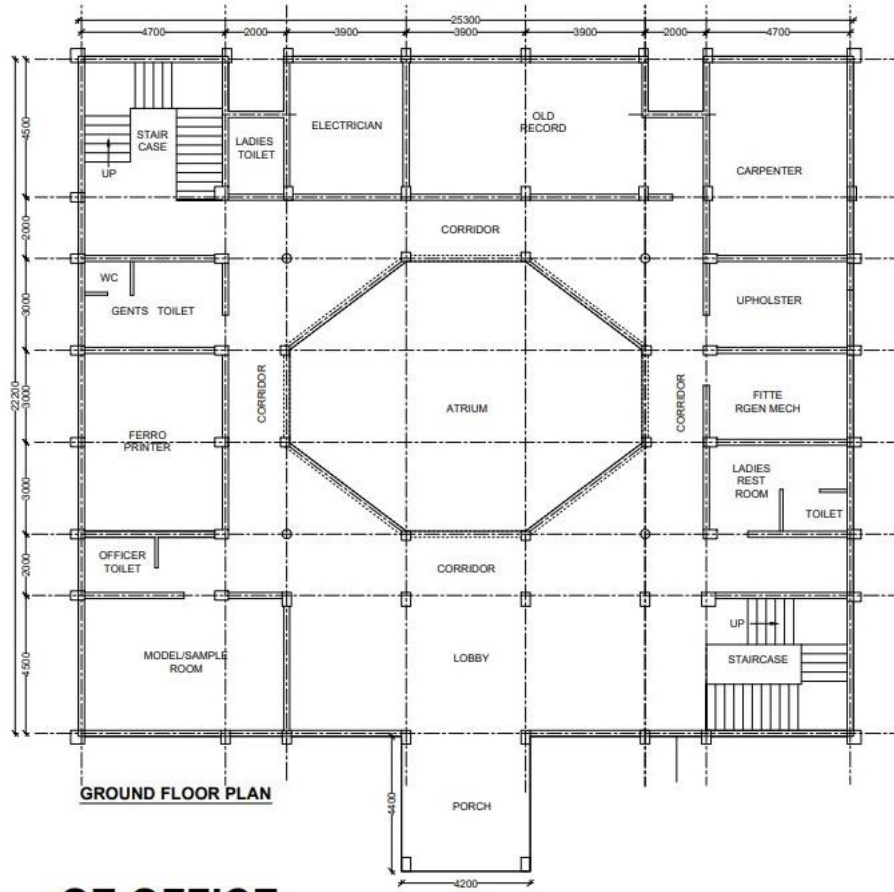
ECSAG ROOMS 1st FLOOR PLAN
(347.34 sqm)

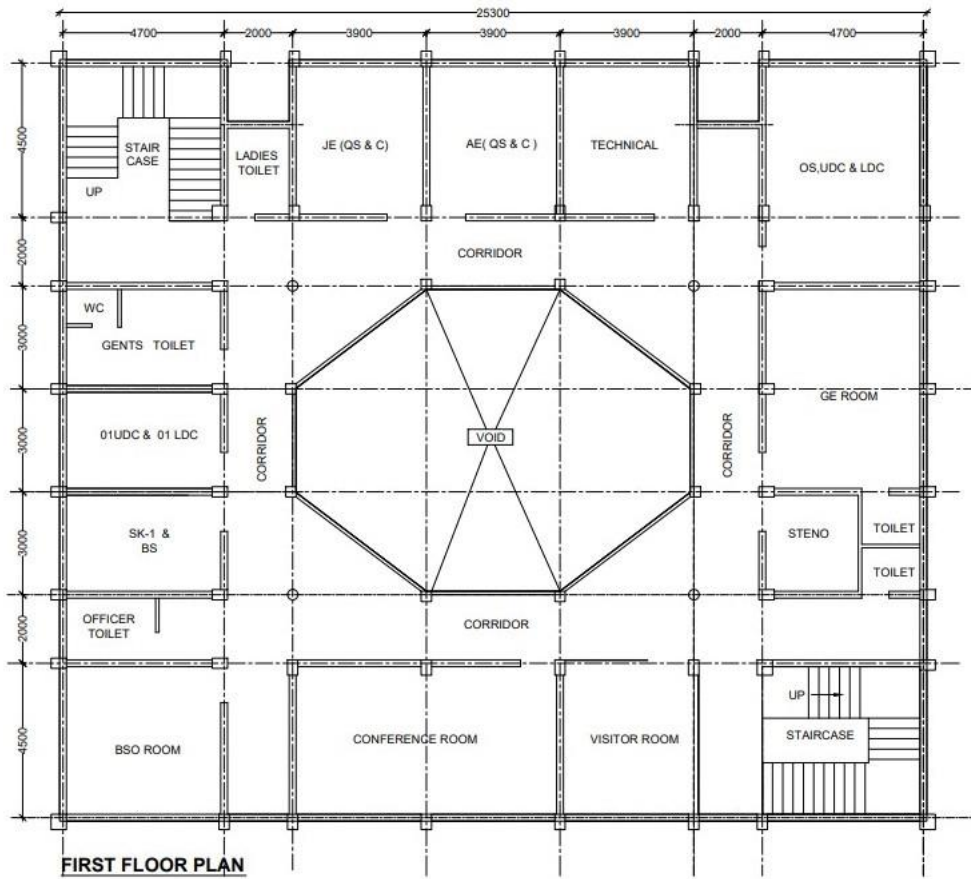
DOOR & WINDOW			
DOOR			
SL. NO.	SIZE	TYPE	
1.	1000 W x 2400 H	FLY PROOF FLUSH	
2.	800 W x 2400 H	FLY PROOF FLUSH	
3.	800 W x 2400 H	PVC	
4.	1200 W x 2400 H	ALUMINIUM	
WINDOW			
5.	1800 W x 2100 H	ALUMINIUM SLIDING	
6.	1500 W x 2100 H	ALUMINIUM SLIDING	
7.	900 W x 2100 H	ALUMINIUM SLIDING	
8.	600 W x 900 H	ALUMINIUM VENTILATOR	

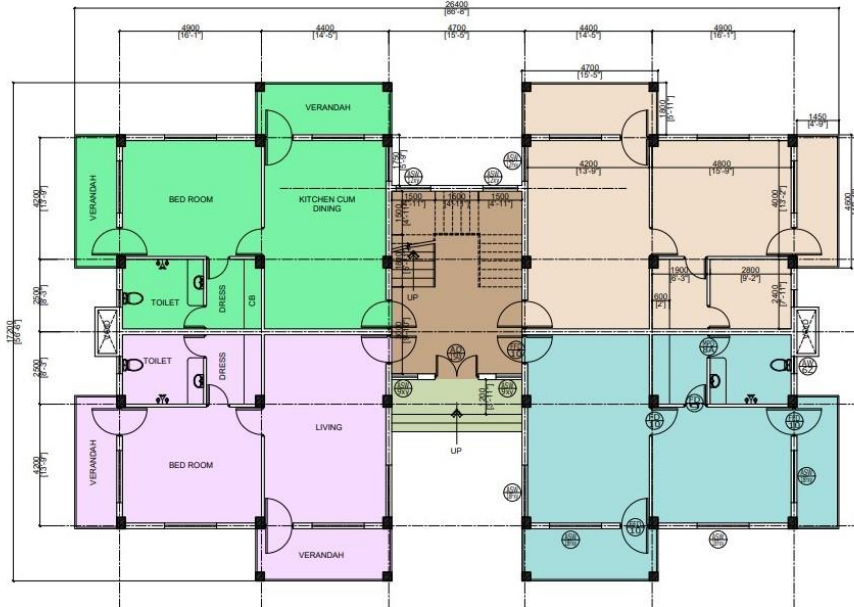


ECSAG ROOMS 2nd FLOOR PLAN
(347.34 sqm)

DOOR & WINDOW			
DOOR			
SL. NO.	SIZE	TYPE	
1.	1000 W x 2400 H	FLY PROOF FLUSH	
2.	800 W x 2400 H	FLY PROOF FLUSH	
3.	800 W x 2400 H	PVC	
4.	1200 W x 2400 H	ALUMINIUM	
WINDOW			
5.	1800 W x 2100 H	ALUMINIUM SLIDING	
6.	1500 W x 2100 H	ALUMINIUM SLIDING	
7.	900 W x 2100 H	ALUMINIUM SLIDING	
8.	600 W x 900 H	ALUMINIUM VENTILATOR	

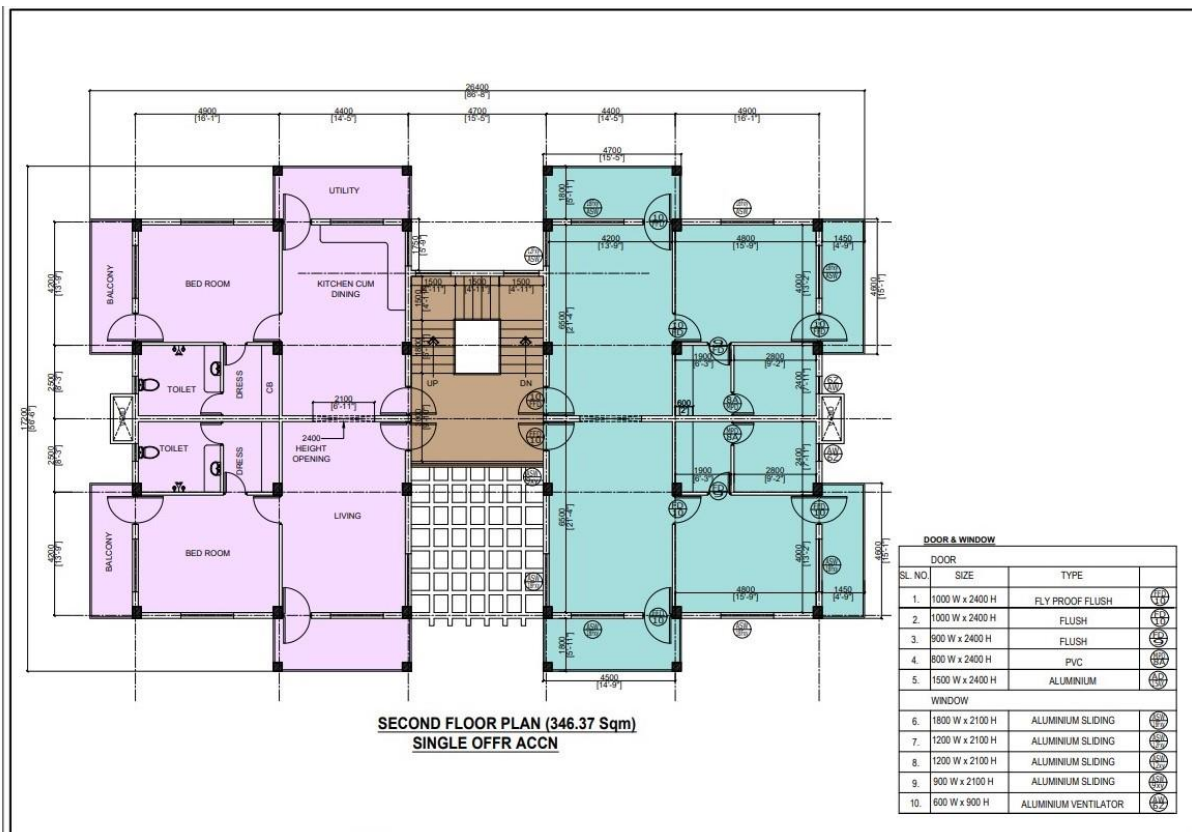
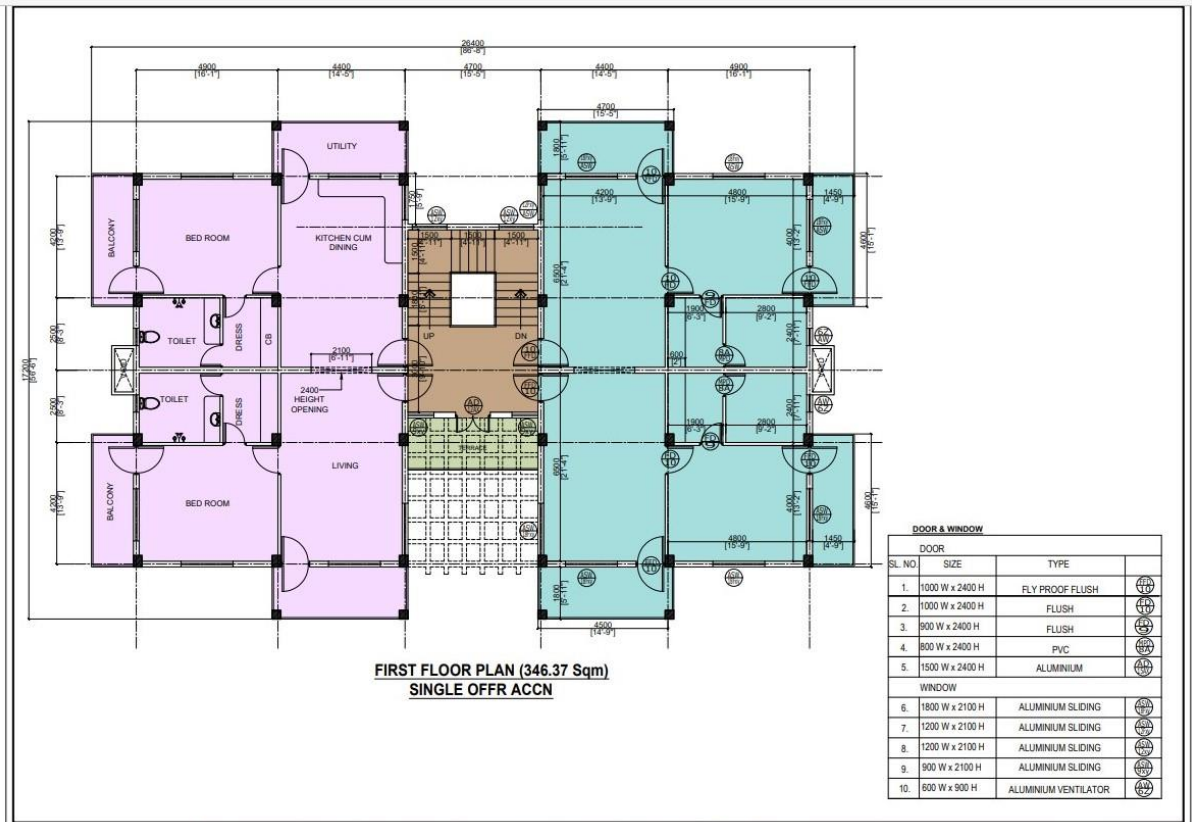


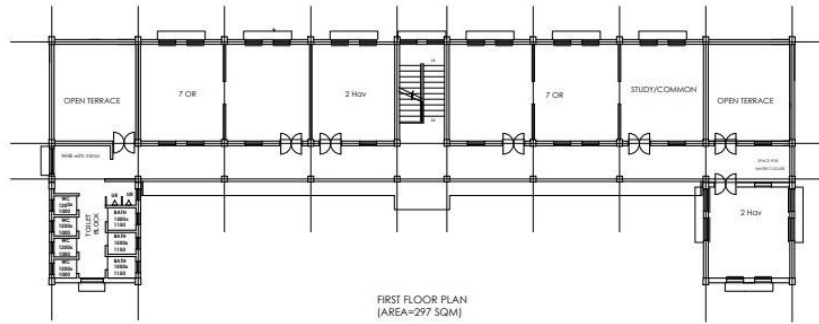




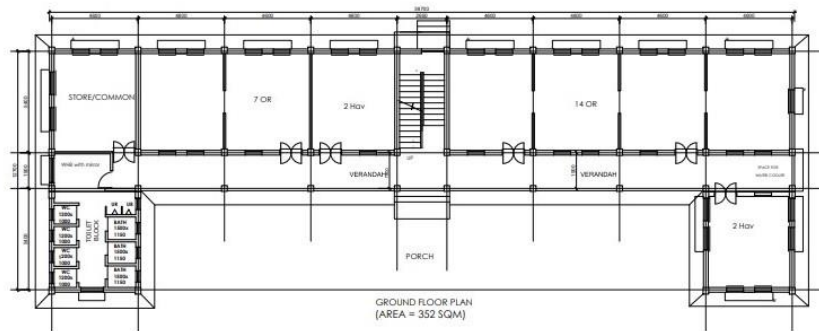
GROUND FLOOR PLAN (357.17 Sqm)
SINGLE OFFR ACCN

DOOR & WINDOW			
DOOR			
SL. NO.	SIZE	TYPE	
1.	1000 W x 2400 H	FLY PROOF FLUSH	(11)
2.	1000 W x 2400 H	FLUSH	(12)
3.	900 W x 2400 H	FLUSH	(13)
4.	800 W x 2400 H	PVC	(14)
5.	1500 W x 2400 H	ALUMINIUM	(15)
WINDOW			
6.	1800 W x 2100 H	ALUMINIUM SLIDING	(16)
7.	1200 W x 2100 H	ALUMINIUM SLIDING	(17)
8.	1200 W x 2100 H	ALUMINIUM SLIDING	(18)
9.	900 W x 2100 H	ALUMINIUM SLIDING	(19)
10.	600 W x 900 H	ALUMINIUM VENTILATOR	(20)





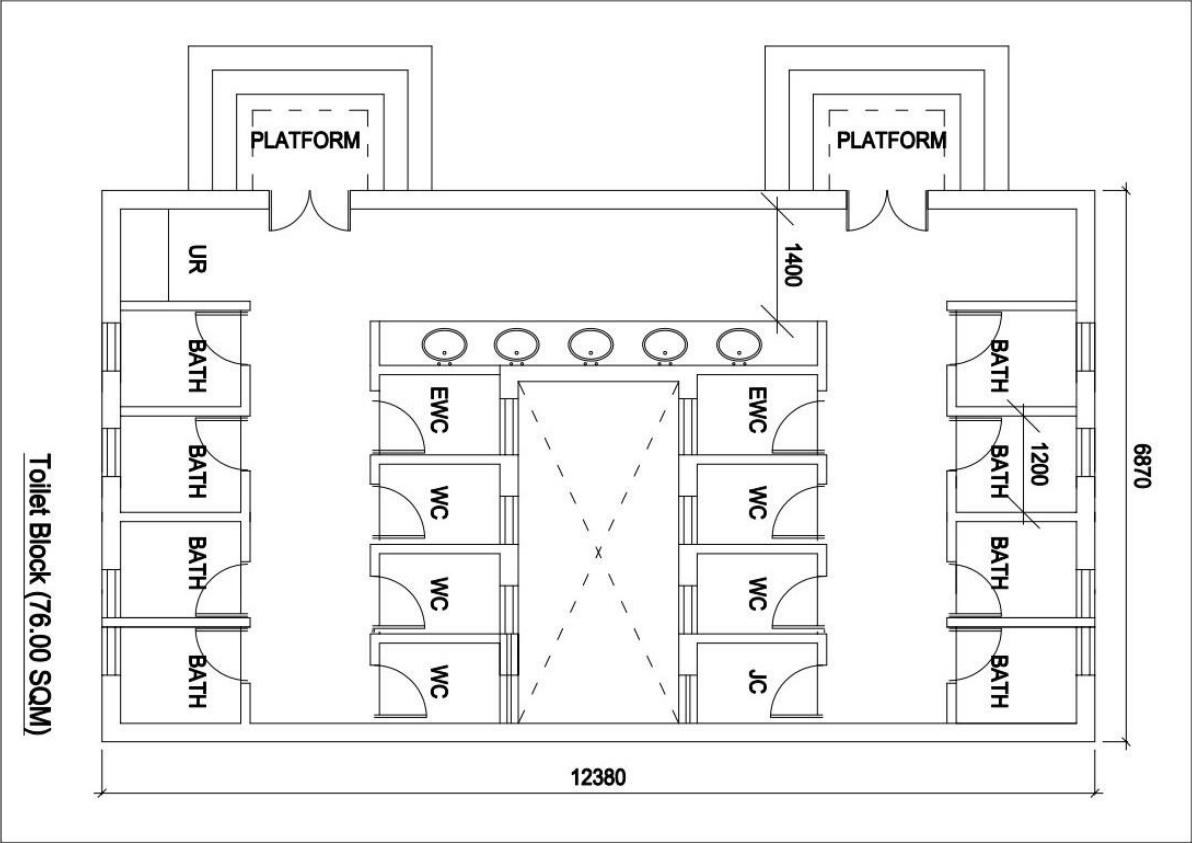
FIRST FLOOR PLAN
(AREA=297 SQM)

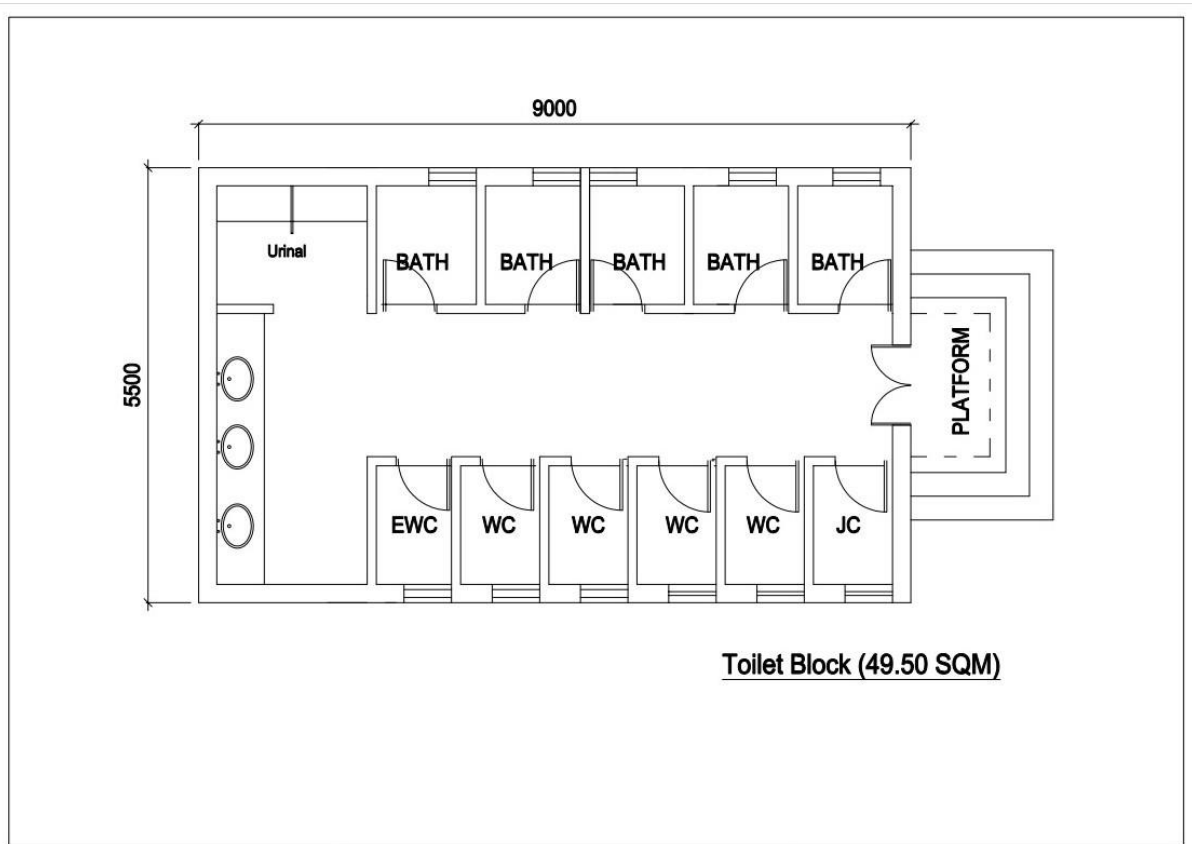


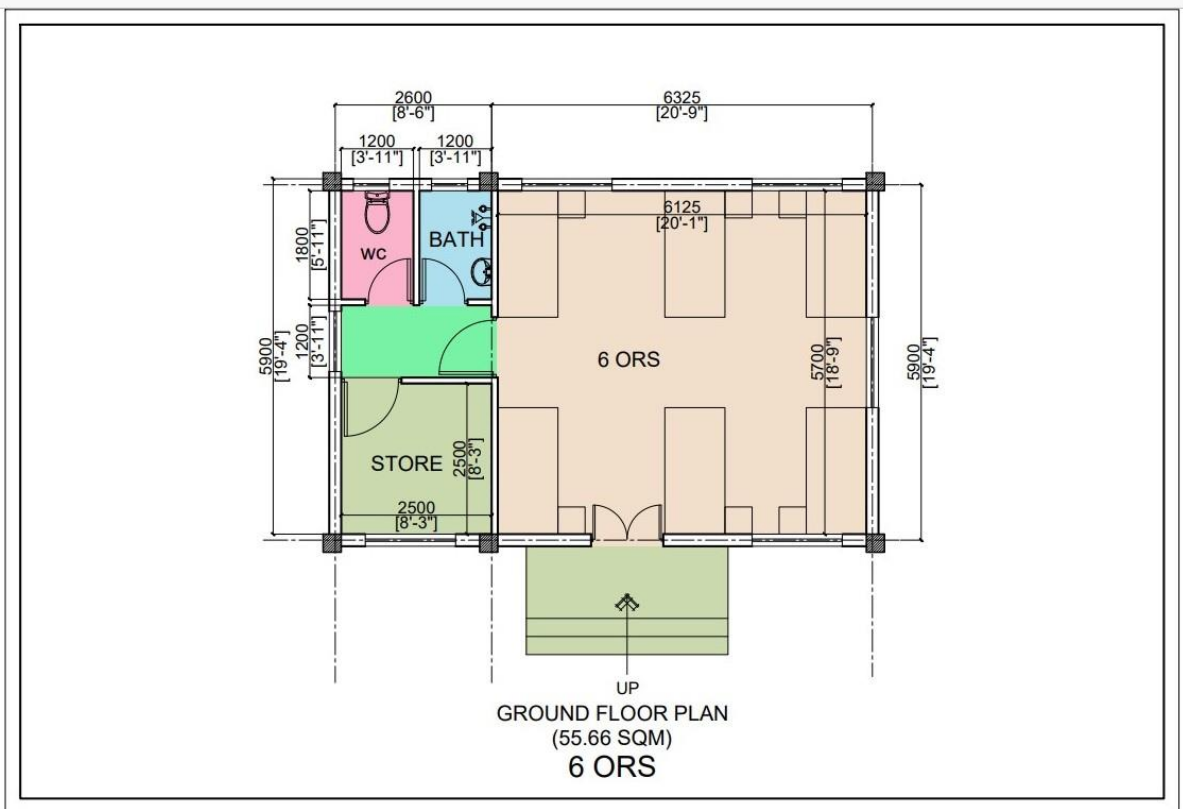
GROUND FLOOR PLAN
(AREA = 352 SQM)

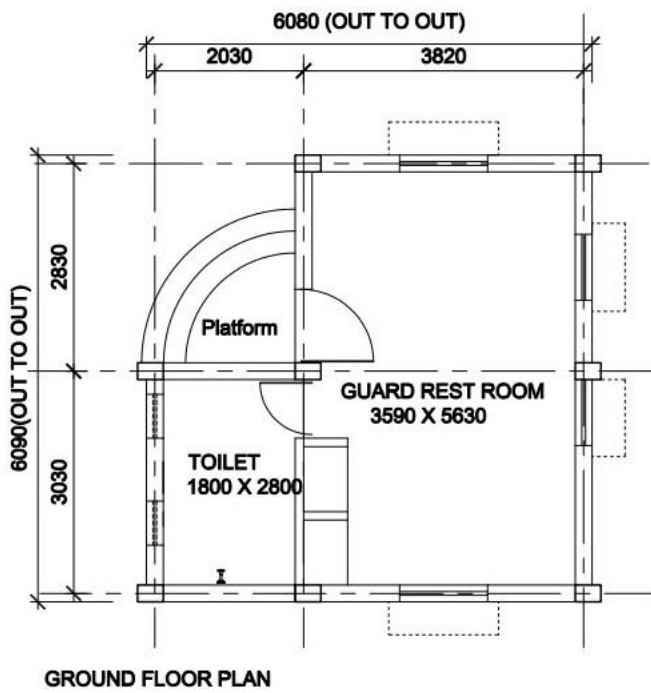
SM BARRACK



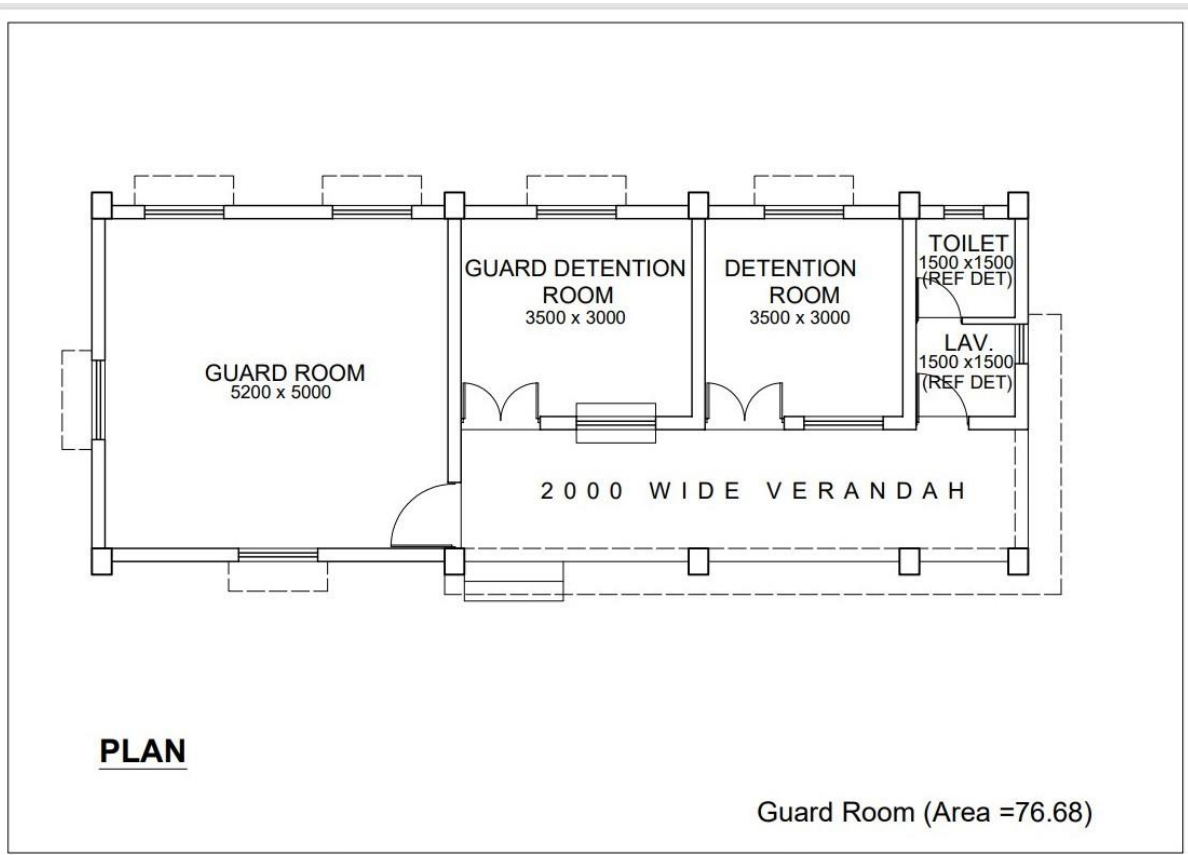








Guard room (31.29 SQM)



ANNX - XV

ANNX - XVI

ANNX - XVII

