

National Highways & Infrastructure Development Corporation Limited

(A Public Sector Undertaking under the Ministry of Road Transport & Highways, Govt. of India)

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

Dated: 03.12.2018

TENDER DOCUMENT

Selection of agency for operation and running of Canteen over the terrace of the Automated Multilevel Car Parking Building, Transport Bhawan, 1-Parliament Street, New Delhi-110001 (2nd Call).

Earnest Money Deposit	: Rs.1,00,000/-
Cost of Bid documents	: Rs.5,000/-
Pre-Bid Conference	: 13.12.2018 (3:00 PM)
Clarification on the Pre-Bid Conference (to be posted on www.nhidcl.com and cPPP portal)	: 14.12.2018 by 12 PM
Last date and time for submission of Bids	: 27.12.2018 (3.00 PM)
Date and time for opening of Technical Bids	: 28.12.2018 (3.30 PM)
Date and time for opening of Financial Bids	: To be notified later on

National Highways & Infrastructure Development Corporation Limited

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

Dated: 03.12.2018

TENDER NOTICE

[Tender No. NHIDCL/ACP/Operation & running of Canteen/2018/2nd Call]

National Highways & Infrastructure Development Corporation Limited invites tenders from reputed, experienced and financially sound Eating Houses/ Caterers/ Catering Houses/ Café Operators/ Canteen Operators, etc. (hereafter called Bidders) for **“Selection of agency for operation and running of Canteen over the terrace of the Automated Multilevel Car Parking Building, Transport Bhawan, 1-Parliament Street, New Delhi-110001 (2nd Call)”**. The contract shall be initially for a period of 05 (five) years from the date of award of the contract, which may be further extended for another three spells of two years each upon satisfactory performance, which shall be on the same terms & conditions. However, the rent shall be increased by 10% with extension of each term. The extended term can be curtailed/ terminated at any time before expiry of contract period depending upon performance of agency by NHIDCL/ MoRTH giving one month notice in writing.

1. The complete Tender Documents can be downloaded from the website of NHIDCL <http://nhidcl.com/current-tenders/> and e-portal (CPPP) website. Bid should be submitted online in the prescribed format given in the aforesaid websites. Further, Technical Bid (comprising the EMD, Cost of Bid Document, Power of Attorney, etc) shall be submitted in Physical form as well, in a sealed envelop super scribed as ‘Technical Bid’ on the envelop. Financial Bid is to be submitted in online mode only as per the BoQ. No other mode of submission is acceptable. In case of any discrepancy between documents submitted online and documents submitted in the physical form, the documents submitted in Online form shall prevail over the documents submitted in Physical form.
2. Interested Eating Houses/ Caterers/ Catering Houses/ Café Operators/ Canteen Operators, etc. may submit their bids complete in all respect along with Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees One Lakh Only) and other requisite documents on or before **27.12.2018** by 3:00 P.M. to Col Rajeev Sood (Retd), GM (Tech), National Highways & Infrastructure Development Corporation Limited, 3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001. No bid shall be entertained after this deadline under any circumstance whatsoever. The Technical Bids will be opened at 3:30 PM on **28.12.2018** itself and Financial Bids of only technically qualified bidders will be opened on a date to be notified later on, in the presence of authorized representative of the Bidders who wish to be present.
3. NHIDCL reserves the right to amend or withdraw any of the terms & conditions contained in the Tender Document or to reject any or all bids without giving any notice or without assigning any reason thereof. The decision of the National Highways & Infrastructure Development Corporation Limited in this regard shall be final and binding on all the bidders.

Col Rajeev Sood (Retd)
GM (Tech)
Email: gm5@nhidcl.com

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

National Highways & Infrastructure Development Corporation Limited (NHIDCL) is entrusted with construction of Automated Multilevel Car Parking work at Transport Bhawan, New Delhi, for which trial run has already begun. In this connection, it has been proposed to build Café/ Canteen facility on the terrace of Multilevel Parking. The proposed layout of the area is appended below; for reference.

The National Highways & Infrastructure Development Corporation Limited situated at 3rd Floor, 4-Parliament Street, New Delhi-110001 has been authorized to shortlist and engage an agency from Eating Houses/ Caterers/ Catering Houses/ Café Operators/ Canteen Operators, etc., to Build & Operate Café/ Canteen over the terrace of the Automated Multilevel Car Parking Building, Transport Bhawan, 1-Parliament Street, New Delhi-110001.

NDMC has been requested for permission to operate Café/ Canteen over the terrace of the Automated Multilevel Car Parking Building. The Stove/ Fire cooking (of any kind) on the same shall not be permitted. However, cooking using electrical appliances such as Microwave, Induction cooker, hotplate, hot case, etc. shall be permitted. Agency may also be permitted to use the fridge and deep freezers in order to preserve eatables and cold case to keep cold drinks, juices, lassi, milk, curd, coconut etc.

Roof top area comprises of 90.068 Sq. Mts. (969.48 Sq. Ft.) Approx. of bare space with a toilet with washbasin at the roof top alongwith a dedicated lift from ground floor to the roof top.

Interested Agencies are required to visit the premises in order to assess and analyze the scope of the work before furnishing their bids and in case of any doubts the clarification may be sought in the pre-bid conference, NHIDCL/ MoRTH shall not be responsible for any eventuality at the later stage.

The contract shall be subject to the following Terms & Conditions:-

1. **NHIDCL/ MoRTH shall provide fully built up space of about 90.068 Sq. Mts. (969.48 Sq. Ft.) Approx.; with semi-pucca structure/ fabrications/synthetic polyfibre/ wooden partitions, , sitting arrangements, working platforms, etc., so as to make the area functional and to give aesthetic look, to the surroundings. (Refer the drawing appended for reference).**
2. The said space on the terrace of the Multilevel Car Parking shall be provided to the **highest bidder (H-1)** who will quote the maximum rent for the said space, in a **sealed cover** as per the format of '**Financial Bid**'.
3. Selected agency is required to deposit 03 (three) months rental as Performance Security (interest free), which shall be refunded on completion of the contract period and handing over peaceful possession of the space and logistics to NHIDCL/ MoRTH.
4. In addition to the rent, Agency shall be required to pay applicable taxes (GST or any

- other) on the rentals.
5. The rental is required to be paid in advance, which must be remitted by 05th of each calendar month positively; late payment of monthly rental will attract 18% interest.
 6. In case Agency wishes to quit the contract before expiry of the term, it may do so by giving three months' notice in writing.
 7. **Sale and/or Consumption of Liquor/ Smoking of any kind viz Hookah, Cigarette etc. shall be strictly prohibited in the Café/ Canteen. Even the staff deployed at Café/ Canteen, shall be prohibited to use such items in the Café/ Canteen. Failure to do so will invite termination of the contract beside other legal/ contractual consequences.**
 8. 'Sigrì' or other such material to warm the area are strictly prohibited.
 9. Upon completion of term/ quitting/ termination of the contract, agency has to leave the basic structure on 'as is where is basis', without any compensation. (basic structure comprising of doors, windows, handles, locks and electrical fixed fittings such as wiring, lights, fans, etc.). However, items brought by the contractor to operate the cafeteria such as Fridge, Water Cooler, , cooking equipment(s) (Induction cooker, Microwave, Hot-case, etc.), utensils, shall be allowed to be taken away.
 10. The selected agency is also required to maintain the equipments provided by NHIDCL/MoRTH. at his own cost(s) and to maintain them in good conditions/ functional.
 11. Agency shall be required to deploy cooking/ serving/ catering staff in presentable and clean uniform with shoes etc., in order to maintain appropriate hygiene standards of the Café/ Canteen facility at the MoRTH. Agency is further required to issue the ID card to the staff deployed at the Café/ Canteen in order to have safe passage for them and to adhere to the security instructions being followed at MoRTH.
 12. Agency shall be required to maintain its own inventory for eating and serving utensils (disposable/ non-disposable).
 13. Agency shall be required to maintain high standards of hygiene and cleanliness in the kitchen/ cooking area, serving area, dining area and all other surroundings.
 14. Agency shall ensure to keep a dustbin (dry/ wet, as per norms) with lid for disposing wrappers/ used bottles/ empty packets/ disposable glasses, etc., which must be cleared at required intervals as per norms.
 15. Bidder has to take separate electrical connection in its own name and ensure timely payments of the same directly to the concerned Authority, however, MoRTH/NHIDCL will facilitate for necessary NoC/ documentation in this regard.
 16. A water connection would have to be taken at the terrace alongwith waste water trap for disposal of used water. The agency shall be responsible for water charges separately on actual consumption basis, for which meter needs to be installed.
 17. The period of contract shall initially be for a period of 05 (five) years from the date of award of the contract, which may be further extended for another three spell of two

years each upon satisfactory performance and on the same Terms & Conditions.

However, the rent shall be increased by 10% with each extension of two years.

18. The extended term can be curtailed/ terminated at any time before expiry of contract period depending upon performance of agency by NHIDCL/ MoRTH giving three month notice in writing.
19. Agency is also required to display the menu rates in printed form on notice board.
20. Agency has to arrange all the permission as may be required under the rules for serving food items at its own cost(s).
21. Agency has to comply with all the Term & Conditions imposed by NDMC and other authorities, in so far as it applies to it, in the letter of permission likely to be received.
22. Agency is advised to take necessary Insurance cover against loss to the property/ furniture/ equipment etc. arranged by them as against damage due to theft, fire or otherwise.
23. Agency has to furnish a declaration that their Company/ Agency/ Firm has not been blacklisted/ debarred from participating in tender of any Ministry/ Department/ PSU of Government of India in last three years, in the prescribed format given in Annexure-III, on non-judicial stamp paper worth Rs.100/-.
24. Joint venture shall be permitted, wherein a registered agreement is executed before the last date for submission of bids and valid for the initial period of the contract period (i.e. 05 years). In such case(s), certified copy of the same is to be furnished alongwith technical bid.
25. The Joint Venture must clarify that who is the lead partner. Please note that in case of Joint Venture the experience and financial assessment of lead partner shall only be evaluated and credentials of JV Partner shall not be considered for evaluation.
26. The shortlisted agency has to make their own arrangements for parking.
27. The fitment period of **one month** shall be allowed free of cost from the date of Letter of Award. However, the Electricity and Water charges shall be payable. However, the contractor shall be at its liberty to start the operation earlier than the specified period subject to fulfillment of all Terms & Conditions of the contract.
28. Damages at the rate of Rs. 10,000/- per day shall be levied on the contractor on account of non operation of the café, without assigning any valid reasons.
29. The Contractor has to comply with all security instructions/measures as per the prevailing security arrangements of the Ministry. Any breach of security by the contractor may lead to termination of the contract.
30. The Contractor has to sign Integrity Pact at the time of signing of Contract Agreement as per the format appended in Annexure-IV.

**TECHNICAL REQUIREMENT OF THE AGENCY TO BUILD & OPERATE CAFÉ/
CANTEEN OVER THE TERRACE OF THE AUTOMATED MULTILEVEL CAR PARKING
BUILDING, TRANSPORT BHAWAN, 1-PARLIAMENT STREET,
NEW DELHI-110001**

1. The complete Tender Documents can be downloaded from the website of NHIDCL <http://nhidcl.com/current-tenders/> and e-portal (CPMP) website. Bid should be submitted online in the prescribed format given in the aforesaid websites. Further, Technical Bid (comprising the EMD, Cost of Bid Document, Power of Attorney, etc) shall be submitted in Physical form as well in a sealed envelop super scribed as 'Technical Bid' on the envelop. Financial Bid is to be submitted in online mode only as per the BoQ. No other mode of submission is acceptable.
2. The interested Agencies may submit the bid(s) complete in all respects along with the Earnest Money Deposit (EMD) for Rs.1,00,000/- (Rupees One Lakh only) and cost of bid documents @ Rs.5000/- (non-refundable) which should be necessary kept in the sealed cover containing tech bid of the agency (**in the form of Demand Draft** drawn in the favor of **National Highways & Infrastructure Development Corporation Limited, payable at New Delhi**, and other requisite documents in a sealed envelope addressed to Col Rajeev Sood , GM (Tech), 3rd Floor PTI Building, 4 - Parliament Street, New Delhi-110001, failing which the tender shall be rejected summarily.
3. The tendering Agency should fulfill the following technical specifications and furnish self-attested copies of documents in evidence of compliance with the specifications:-
 - (a) The Bidder must be in the business of running Eating Houses/ Catering/ Catering Houses/ Café/ Canteen etc. with not less than 05 years of relevant experience, proof of which must be enclosed with the Technical Bid.
 - (b) The Agency should be registered for GST.
 - (c) Registration Certificate.
 - (d) Copy of PAN/GIR card.
 - (e) **The average Annual Turn Over of the company for the last three financial years (ending FY 2017-18) should not be less than Rs. 50.00 Lakh (Rupees Fifty Lakhs), duly certified by Chartered Accountant. Any other document other than Chartered Accountant's certificate shall not be accepted.**
4. The Turnover certificate must be issued by a qualified Chartered Accountant who has audited the account of the agency on their/ his letter head in original, without which the bids shall be summarily rejected.
5. Attested copies of the documents indicating compliance with the above specifications/ requirements should be uploaded online as well as be submitted in Physical Form along with the Technical Bid kept in the sealed envelope containing the Technical Bids.
6. In case, agency defaults after award of work, NHIDCL shall have the right to forfeit the EMD without serving any notice.
7. EMD of the unsuccessful bidders shall be refunded after finalization of the tender proceedings and EMD of the successful agency shall also be refunded after signing of the contract agreement.

8. The technical bids shall be evaluated for 100 marks as per the criteria given hereunder. Agency which secures minimum of 70 marks shall only be eligible to qualify for opening of financial bid.
9. All entries in the tender form given at Annexure-I (For submitting the Technical Bid) & Annexure-II (For submitting the Financial Bid) should be legible and filled clearly. If the space for furnishing the information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.
10. The Competent Authority of the National Highways & Infrastructure Development Corporation Limited reserves the right to cancel any or all the bids without assigning any reason.
11. **Technical Bid must be Indexed, page numbered and bound.**
12. All the pages of the tender document must be signed and duly affixed with the rubber stamp of the firm/ agency as an acceptance of all the terms & conditions contained therein, by an authorized signatory. Unsigned bids shall be treated as non-responsive.
13. In case the signatures are made by a person other than Proprietor or designated Official of the firm, an authority letter in his/ her name must be attached in original.
14. Conditional bids shall not be considered and will be summarily rejected.

Evaluation of Technical Bids (qualifying only)

A minimum score for Technical Bid (Tn) of 70 (out of 100) is required for qualifying in technical bid evaluation based on the following criteria:-

Sl. No	Parameters	Marks Allotted
1.	Length of experience of providing services of running Eating Houses/ Catering/ Catering Houses/ Café/ Canteen etc. (relevant proof to be attached with technical bids, in support of the above.)	3 marks for each completed year subject to a maximum of 30 marks.
2.	Number of Eating Outlets (establishments) being run presently. (relevant proof to be attached with technical bids)	5 marks for each outlet subject to maximum of 15 marks.
3.	Sound Financial standing of the tendering firm in terms of annual turnover, during the last three years i.e. Financial Year 2015-16, 2016-17 & 2017-18 <u>(relevant certificate from CA with Mobile number to be enclosed).</u>	Annual Average Turnover during the last three Financial years <ul style="list-style-type: none">• 5 marks for turnover between 50 Lakh to 70 Lakh.• 10 marks for turnover between above 70 Lakh to 90 Lakh.• 15 marks for turnover between above 90 Lakh to 110 Lakh.• 20 marks for turnover between above 110 Lakh to 130 Lakh.• 25 marks for turnover above 130 lakhs.
4.	A Presentation (PPT) (for the duration upto 10 minutes maximum) to showcase the idea of execution of proposed Café/ Canteen at the roof top of Multilevel Car Parking including fabrication thereof. (hard copy and soft copy of the PPT may be enclosed with technical bids)	A committee constituted by NHIDCL will attend and evaluate the idea for execution of proposed Café/ Canteen at the roof top of Multilevel Car Parking including fabrication thereof. The Committee after witnessing the presentation will award the marks subject to maximum 30.

Note: The date for PPT presentation shall be notified separately to the bidders, who scores atleast 40 marks in preliminary technical evaluation.

- a. Financial bids of only the technically qualified and eligible bidders would be considered for financial evaluation.
- b. Final selection shall be based on the basis of rent offered in the Financial Bid i.e. H-1 (Highest Rental Bidder).
- c. In case H-1 defaults, NHIDCL reserves the right to award the work to next highest bidder till H-3, (i.e. H-2 and H-3 in that order), provided the agency agrees to match the 'Rentals' quoted by H-1.

Other Terms and Conditions of Contract

General:

1. The Validity of the bid shall remain in force for 120 days from the day of opening of Financial Bids.
2. The contracting Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NHIDCL/ MoRTH.
3. NHIDCL/ MoRTH, reserves the right to terminate the contract during extended period also after giving thirty days' notice to the contracting agency and in case of breach or substandard practice of terms of contract without any further correspondence in this regard.
4. **Duly authorized representative of Bidders will be allowed to participate in the bidding process on production of authorization letter.**
5. National Highways & Infrastructure Development Corporation Limited may ask for documentary evidence in respect of payment of statutory liabilities as and when required.
6. In case the personnel deployed by the successful Agency commits any act of Omission/ Commission which amounts to misconduct/ indiscipline/ incompetence, the successful Agency will be liable to take appropriate disciplinary/ legal action against such persons, including their removal from site of work, as and when required.
7. The Agency shall replace immediately any of its staff who is/ are found unacceptable to the NHIDCL/ MoRTH because of security risks, incompetence, conflict of interest, improper conduct etc. on instructions of the NHIDCL/ MoRTH.
8. The Agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, applicable Taxes/ GST, Provident Fund and Employees State Insurance etc., if applicable in respect of the persons deployed by them.
9. The contract can be terminated before expiry of the first five years term, in case agency is found to be deliberately/ repeatedly violating the terms & conditions of the tender document.
10. Any dispute shall be subject to jurisdiction of Delhi High Court.

Col Rajeev Sood (Retd)
GM (Tech)
Email: gm5@nhidcl.com

**National Highways & Infrastructure Development Corporation Ltd.
New Delhi-110001**

Application form for Technical Bid

Sl.	Particulars	Details to be filled by the Agency
1.	Name of the Firm / Agency	
2.	Registered office/ business address of the Agency	
3.	Name of Contact Person	
4.	Address with telephone/ Mobile number, Fax numbers, Email and name(s)	
5.	Year of Incorporation/ Constitution of the Firm/ Agency	
6.	Income Tax - PAN No. (Attach copy of PAN)	
7.	GST registration Number (please attach a copy)	
8.	Whether registered with Registrar of Companies. Date of Registration (Attach copy of Registration Certificate)	
9	Annual sales turnover during the last three financial years i.e. FY 2015-16/ 2016-17/ 2017-18	Turnover for :- FY 2015-16 Rs FY 2016-17 Rs FY 2017-18 Rs (Duly Certified by the CA)
10	Length of experience of providing services of running Eating Houses/ Catering/ Catering Houses/ Café/ Canteen etc. , (relevant proof to be attached with technical bids, in support of the above.)	

11	Number of Eating Outlets (establishments) being run presently. (relevant proof to be attached with technical bids)	
12	A Presentation (PPT) (for the duration upto 10 minutes maximum) to showcase the idea of execution of proposed Café/ Canteen at the roof top of Multilevel Car Parking including fabrication thereof. (Hard copy and soft copy of the PPT may be enclosed with technical bids).	

13. Format for giving details of key personnel of the agency

Sl.	Name of personnel	Designation	Years with Agency	Contact number	Any information

14. Details of EMD

Demand Draft No.

Date of issue

Name of issuing bank.....

15. Verification — The application should be signed by the authorized signatory verifying that all the details furnished in the application are true and correct to the best of his/ her knowledge and that in case of furnishing any false information or suppression of any material/ information, the application shall be liable for rejection besides initiation of penal proceedings by NHIDCL/ MoRTH as deemed fit.

Date:

Place:

Signature of authorized signatory
(with Full Name and Seal)

National Highways & Infrastructure Development Corporation Ltd.
New Delhi-110001

Financial Bid (Online Mode Only)

Name and address of Bidder / Firm / Agency _____

Sl.	Particulars	Details to be filled by the Agency
1.	Amount of Monthly Rent.	Rs. _____/- (in words) (Rupees)

Signature of authorized signatory Full Name

Seal:

Date:

Place:

DECLARATION

1. I, Son/ Daughter/ Wife of Shri..... Authorized signatory of the company/ agency/ firm mentioned above, is competent to sign this declaration and execute this tender document:
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:
3. I indemnify NHIDCL/ MoRTH against any loss incurred by NHIDCL/ MoRTH due to any act of omission or commission by the manpower deployed in NHIDCL/ MoRTH through my Company/ Agency/ Firm.
4. My Company/ Agency/ Firm has not been blacklisted/ debarred from participating in tender of any Ministry/ Department/ PSU of Government of India in last three years.
5. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I am /we are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law:

Signature of authorized person (s)

Date:

Name:

Place:

Seal:

Annexure IV

Integrity Pact

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

BETWEEN

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

AND

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

Preamble

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

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

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

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

Article-1: Commitments of the Principal

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

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

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

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

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

- (1) If the Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
- (2) If the Bidder(s)/ Contractor(s)/ Concessionaires)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the

transgressors within the company hierarchy of the Bidders/ Contractors/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.

- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts"
- (4) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidders/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Bidders/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.
- (6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Contractors/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidders/ Contractors/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidders/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article - 4: Compensation for Damages.

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

Article - 5: Previous Transgressions

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

Article - 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/

Subcontractors.

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

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

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

Article- 8: Independent External Monitor (IEM)

- (1) The Principal has appointed Dr. Satyanarayana Dash, IAS (retd.) as Independent External Monitor (hereinafter referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General (Road Development) & Special Secretary
- (3) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Director General (Road Development) & Special Secretary within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Director General (Road Development) & Special Secretary, a substantiated suspicion of an offence under relevant IPC/PC Act, and the

Director General (Road Development) & Special Secretary has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central

Vigilance Commissioner.

(8) The word 'Monitor' would include both singular and plural.

Article-9 Pact Duration

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

If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Director General (Road Development) & Special Secretary.

Article -10 Other Provisions.

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor/Concessionaire/Consultant is a partnership or a consortium, this pact must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

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

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of the Contractor)

Place _____
Date _____

Witness 1 : (Name & Address):

Witness 2 : (Name & Address):

