

Letter of Invitation (LOI)

NHIDCL/Jammu/ACP/2019

Dated:03 .02.2020

Dear Sir,

Sub: Consultancy Services for Feasibility Study, Preparation of Detailed Project Report Architectural & Structural Design of Automated Multilevel Car Parking System at (i) Near Bahu Plaza, Rail Head Complex, (ii) Exchange Road, (iii) North Block and (iv) South Block in the State of Jammu.

1 INTRODUCTION

1.1 The National Highways and Infrastructure Development Corporation Ltd. (NHIDCL) has been entrusted with the assignment of Consultancy Services for Feasibility Study, Preparation of Detailed Project Report Architectural & Structural Design of Automated Multilevel Car Parking System at (i) Near Bahu Plaza, Rail Head Complex, (ii) Exchange Road, (iii) North Block and (iv) South Block in the State of Jammu.

NHIDCL now invites proposal from Empanelled DPR consultants for carrying out detailed project report as per details given in **Annexure-1**.

1.2 A brief description of the assignment and its objectives are given in Section V of RFP. However cost estimate of the project shall be based on SOR of Govt. of Jammu.

1.3 The NHIDCL invites Financial Proposals only (the "Proposals") *through e-tender* (on-line bid submission) for selection of DPR Consultant (the "Consultant") from the following consultancy firms, who are empanelled with NHIDCL for preparation of Feasibility Report, Architectural & Structural Design of Automated Car Parking System India:

- i. M/s Delhi Integrated Multi Modal Transit System Ltd. (DIMTS), New Delhi
- ii. M/s VSK Associates, New Delhi

1.3.1 The work shall be awarded to this Consultant shall be based on the least cost of each locations to NHIDCL i.e. L1 cost. The above consultants are hereby invited to submit proposals in the manner prescribed in the LOI.

1.4 To obtain first hand information on the assignment and on the local conditions, the consultants are encouraged to pay a visit to the client, local State PWDs and the project site before submitting a proposal. They must fully inform & acquaint themselves of local and site conditions and take them into account in preparing the proposal.

1.5 The consultancy services will be awarded to the L1 bidder based on the lowest cost for each location. **However, Authority reserves it rights to award the work to L2 bidder on L1 cost if need arises.**

1.6 Please note that (i) costs of preparing the proposal and of negotiating the contract, including visits to the Client, etc., are not reimbursable as a direct cost of the assignment; and (ii) Client is not bound to accept any of the proposals submitted and reserve the right to reject any or all proposals without assigning any reasons.

1.7 The proposals must be properly signed as detailed below:

- i. by the proprietor in case of a proprietary firm
- ii. by the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly Notarized shall accompany the Proposal).
- iii. by a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly Notarized shall accompany the proposal).

1.8 Bid Security

1.8.1 The applicant shall furnish as part of its Proposal, a Bid Security of Rs.2,00,000(Rupees Two lakh only) in the form of a Bank Guarantee/Demand Draft in the prescribed format given as Appendix-I, issued by one of the Nationalized/Scheduled Banks in India, in favour of the Managing Director, National Highways Infrastructure Development Corporation Ltd payable at New Delhi (the Bid Security) valid for a minimum period of 45 days from the last date of submission of proposals. This Bid Security is returnable not later than 30(thirty) days from the date of opening of the financial proposals except in case of the highest ranked Applicants. Bid Security of the selected applicant shall be returned upon the selected applicant signing the agreement.

1.8.2 Any Bid not accompanied by the Bid Security of the required value and minimum required validity shall be rejected by the Authority as non-responsive.

1.8.3 The NHIDCL shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

1.8.4 The Applicant, by submitting its application pursuant to this LOI/RFP, shall be deemed to have acknowledged that without prejudice to the NHIDCL's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia* the time, cost and effort of the NHIDCL in regard to RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time.
- b) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement.

2 DOCUMENTS

2.1 To enable you to prepare a proposal, please find and use the attached documents listed in the para 3 below.

2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the Documents by amendment or corrigendum. The amendment will be uploaded on NHIDCL website. The Client may at its discretion extend the deadline for the submission of proposals and the same shall also be uploaded on NHIDCL website.

3 PREPARATION OF PROPOSAL

The proposal must be prepared as below:

Part 1: Responsiveness of the Proposal

Part 2: Financial Proposal

3.1 Those proposals will be considered responsive, who has submitted the following:

- i. **Document fee:** The fee for the document amounting to Rs.5,000 (Rupees Five Thousand only) in the form of Demand Draft favoring Managing Director, 'National Highways & Infrastructure Development Corporation Ltd.' payable at New Delhi must be furnished in a separate envelope while submitting the proposal.
- ii. **Bid Security:** Bank Guarantee in support of bid security for an amount 2,00,000(Rupees Two lakh only) and having validity for a minimum period of 45 days, from the last date of submission of proposals in the Appendix II. The bid security may also be submitted in the form of Demand Draft favoring Managing Director, 'National Highways & Infrastructure Development Corporation Ltd.' payable at New Delhi must be furnished in a separate envelope while submitting the proposal.
- iii. Power of Attorney on a stamp paper of Rs.100 and duly notarised authorizing to submit the proposal.
- iv. Cover letter for Financial Proposal in the form of Appendix-III. The proposal must not include any financial information.

3.2 Financial Proposal

- 3.2.1 The Financial proposal should be submitted on lump sum cost basis assessed by the consultant to be associated with the assignment. These shall cover Survey, Investigation Feasibility Study, Preparation of Detailed Project Report, including support staff and logistics/transportation. Your financial proposal should be prepared strictly using, the formats attached in Appendix IV. Your financial proposal should clearly indicate the amount asked for by you without any assumptions of conditions attached to such amounts. Conditional offer or the proposal not furnished in the format attached in Appendix-IV (BoQ) shall be considered non- responsive and is liable to be rejected. Financial bid should only be submitted through online.
- 3.2.2 The financial proposal shall take into account all types of the tax liabilities and cost of insurance specified in the Appendix-V
- 3.2.3 **Costs shall be expressed in Indian Rupees in case of domestic as well as for foreign Consultant.** The payments shall be made in Indian Rupees by the National Highways & Infrastructure Development Corporation Ltd.

4 SUBMISSION OF PROPOSALS

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

Consultancy Package Nos.Project Name

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

4.1.1 This envelope will contain the following:

- i. **Document fee** for the document amounting to Rs.5,000 (Rupees Five Thousand only) in the form of Demand Draft favoring '**Managing Director, National Highways & Infrastructure Development Corporation Ltd.**' payable at **New Delhi** must be furnished while submitting the proposal.
- ii. **Bid Security:** Bank Guarantee in support of bid security for an amount of Rs. 2,00,00(Rupees Two lakh only) and having validity for a minimum period of 45 days, from the last date of submission of proposals in the Form of Appendix-I.
- iii. Power of Attorney on a stamp paper of Rs.100 and duly notarized authorizing to submit the proposal.
- iv. Cover letter for Financial Proposal in the form of Form-I of Appendix-III. The proposal must not include any financial information.

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

4.3 Your envelope containing the documents as mentioned in the above para 3.1 must be delivered on or before the scheduled time and date at the address stated in LOI/NIT. Financial Proposal for the package shall have to be submitted online also on or before the time and date at the address stated in Data Sheet.

4.4 Your proposal must be valid for the 120 days from the closing date of submission of proposal.

5 PROPOSAL EVALUATION

5.1 Stage I- Responsiveness of the Proposal

The proposal shall be considered responsive for Financial Opening if:

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

5.2 Only the responsive proposals are eligible for Financial Opening.

5.3 Stage II- Evaluation of Financial Proposal

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

5.3.2 The evaluation committee will determine whether the financial proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then their cost will be considered as NIL but the consultant shall however be required to carry out such obligations without any compensation. In case, if client feels that the work cannot be carried out within overall cost of financial proposal, the proposal can be rejected. The client shall correct any computational errors and correct prices in various currencies to the single currency specified in Data Sheet.

5.4 Most Preferred Bidder (L-1)

For a particular package, a Consultant with the lowest financial quote for each location shall be declared as the **most preferred bidder (L-1)**. However Authority reserves its rights to award the work to L2 bidder on L1 cost if need arises, accordingly most preferred bidder shall be declared.

6 PERFORMANCE SECURITY

6.1 The consultant will furnish within 10 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee equivalent to 10% of the total contract value from a Nationalized Bank, IDBI or ICICI/ ICICI Bank/ Foreign Bank/ EXIM Bank/Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs.50 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JVs for an amount equivalent to 10% of the total contract value to be received by him towards Performance Security valid for a period of three years beyond the date of completion of services, or end of civil works contract, whichever earlier. The Bank Guarantee will be released by NHIDCL upon expiry of 3 years beyond the date of completion of services, or end of civil works contract, whichever earlier, provided rectification of errors if any, found during implementation of the contract for civil work and satisfactory report by NHIDCL in this regard is issued. However, if contract is foreclosed / terminated by NHIDCL at Inception Stage, with no fault of Consultant, Performance Security shall be released within three months from date of foreclose / termination. If a Consultant fails to submit the Performance Security (as specified above), it shall attract penalty encashment of Bid Security submitted by the Consultant.

7 PENALTY

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

8 AWARD OF CONTRACT

The Client shall issue letter of award to selected Consultant and ask the Consultant to provide Performance Security as in Para 6 above. If the selected Consultant fail to provide performance security within the prescribed time or the Consultant fail to sign the Contract Agreement within prescribed time the Client may invite the 2nd highest ranking bidder Consultant and follow the procedure outlined in Para 5.4 and of this Letter of Invitation.

9 SIGNING OF CONTRACT AGREEMENT

After having received the performance security and verified/accepted it, the Client shall invite the selected bidder for signing of Contract Agreement on a date and time convenient to both parties within 10 days of receipt of valid Performance Security. The General Conditions of Contract, Special Conditions of Contract and Integrity Pact enclosed as Appendix - VIII, IX and X respectively will form the integral part of the Contract Agreement.

10 CONFIRMATION

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

Thanking you.

(Rajeev Sood)

Encl.: As above.

General Manager (Tech), NHIDCL
3rd Floor, PTI Building,
4-Parliament Street
New Delhi-110001
Tel: 011-23461621

[E-mail: gm5@nhidcl.com](mailto:gm5@nhidcl.com)

[Website: www.nhidcl.com](http://www.nhidcl.com)

Annexure - I

Details of the assignment proposed for DPR preparation:

Sr. No.	Location	State	Approx Area available (Hectare)
1.	Near Bahu Plaza, Rail Head Complex	Jammu	0.607
2.	Exchange Road	Jammu	0.177
3.	North Block	Jammu	0.187
4.	South Block	Jammu	0.253

BANK GUARANTEE FORMAT FOR BID SECURITY

(To be stamped in accordance with Stamp Act if any, of the country of issuing bank)

Ref.: **Tender No.** _____ , **dated** _____

Bank Guarantee: Date:

WHEREAS, _____ (Name of Bidder) _____ (hereinafter called "the bidder") has submitted his bid dated _____ (date) for the **Tender No.** _____ , dated _____ (hereinafter called "the Bid". KNOW ALL MEN by these presents that We, _____ [Name of Bank] of _____ [Name of Country] having our registered office at _____ (hereinafter called "the Bank") are bound unto [name of employer] (hereinafter called "the Employer") in the sum of Rs. _____ (Rupees _____ Lakhs only) for which payment will and truly to be made to the said employer the bank binds himself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank this _____ day of _____ 201_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or
2. If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity,
 - a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - b. fails or refuses to furnish the Performance Security, in accordance with the letter of invitation, we undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 150 (one hundred and fifty) days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

This guarantee shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation. The liability of Bank under this Guarantee shall not be affected by any change in the constitution of the consultant or the bank.

Notwithstanding anything contained herein before, our liability under this guarantee is

restricted to _____ Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____

Il our liability under this guarantee shall cease

DATE _____

SIGNATURE OF THE BANK _____

SEAL OF THE BANK _____

SIGNATURE OF THE WITNESS _____

Name and Address of the Witness _____

The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India

NOTE:

(i) The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).

(ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

(iii) The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).

(iv) The Guarantor shall also send information about the issuance of this Guarantee through SFMS gateway to the Syndicate Bank, Transport Bhawan, New Delhi-110001(SYNB0009062) to aid the process of confirmation of Bank Guarantee.

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

To,

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

In consideration of "National Highways & Infrastructure Development Corporation Ltd" (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s having its office at . (Hereinafter referred to as the "Consultant" which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by

issue of client's Contract Agreement no. / Letter of Acceptance No.

dated and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs..... /- (Rupees) excluding Goods Et service tax for "**Consultancy Services for preparation of Detailed Project Report of**

<Project Description> (Total Length -) on NH-.....in

the states of under – Contract Package No. (Hereinafter called the "Contract"), and the Consultant having agreed to furnish a Bank Guarantee to the Client as "Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs /- (R u p e e s).

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

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

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

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or

other guarantee that the Client may have in relation to the Consultant's liabilities.

This guarantee shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

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

Notwithstanding anything contained herein,

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

b) This Bank Guarantee shall be valid up to

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

(Signature of the Authorized Official)

(Name Et Designation with Bank Stamp)

NOTE:

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

(Form-I)

FINANCIAL PROPOSAL (To be uploaded Online only)

FROM: _____ TO: _____

Sir:

Subject: Consultants' Services for

Regarding _____ Price Proposal

I/We _____ Consultant/consultancy firm herewith enclose
*Financial Proposal for selection of my/our firm/organization as Consultant for _____.

Yours faithfully,

Signature _____

Full _____ Name

Designation _____

Address _____

Representative)

(Authorized

***The Financial proposal is to be filled strictly as per the format given in RFP.**

BoQ

(to be submitted online only)

Appendix-V (refer LOI Clause no. 7)

The risks and the coverage shall be as follows:

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

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

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

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

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

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

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

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

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

Penalty (refer Clause 7 of LOI)

Penalty for Error/Variation

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

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

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

iii. Penalty for delay

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

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

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

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

(Undertaking)

the undersigned do hereby undertake that our
M/s _____ agree to abide by this bid for a
period of
120 days after the date fixed for receiving the same and it shall be binding on us and
accepted at any time before the expiration of that period.

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

Appendix VIII

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) “foreign currency” means any currency other than the currency of the Government;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of India;
- (g) “local currency” means the currency of the Government;
- (h) “Member”, in case the Consultants consist of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all of these entities;
- (i) “Personnel” means persons hired by the Consultants or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof; “foreign Personnel” means such persons who at the time of being so hired had their domicile outside India; and “local Personnel” means such persons who at the time of being so hired had their domicile inside India;
- (j) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- (k) “Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Technical Specifications hereto;

- (l) “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

- (m) “Sub consultant” means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (n) “Third Party” means any person or entity other than the Government, the Client, the Consultants or a Sub consultant.

1.2 Relation between the Parties

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

1.3 Governing Law and Jurisdiction

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

1.4 Language

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

1.5 Table of Contents and Headings

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

1.6 Notices

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

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

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

1.7 Location

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

1.8 Authority of Member in Charge

In case the Consultants consist of a joint venture of more than one entity, with or without an Associate the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.10 Taxes and Duties

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

2.5 Entire Agreement

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

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 8.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

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

2.7.2 No Breach of Contract

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

2.7.3 Measures to be Taken

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

2.7.4 Extension of Time

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

2.7.5 Payments

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

2.7.6 Consultation

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

2.8 Suspension

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

2.9 Termination

2.9.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.9.1, terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations are under, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Consultants

The Consultants may, by not less than thirty (30) day's written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.9.2, terminate this Contract:

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

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination.
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) except in the case of termination pursuant to paragraphs (a) through (d) of Clause 2.9.1 Hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

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

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

3.2.2 Consultants and Affiliates not to be otherwise interested in Project

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

3.2.3 Prohibition of Conflicting Activities

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

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

3.5 Insurance to be taken out by the Consultants

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

3.6 Accounting, Inspection and Auditing

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

3.7 Consultants' Actions requiring Client's prior Approval

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

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

3.8 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in the RFP/Lol here to, in the form, in the numbers and within the time periods set forth in the said Appendix. Reporting stages, review progress and checklist shall be as reflected in the DPR.

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

3.10 DELETED.

4. CONSULTANTS' PERSONNEL

4.1 General

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

4.2 DELETED.

4.3 DELETED.

4.4 DELETED.

4.5 DELETED.

4.6 Project Manager

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

5. OBLIGATION OF THE CLIENT

5.1 Assistance and Exemptions unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) provide the Consultants, Sub consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services;

(b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;

(c) facilitate prompt clearance through customs of any property required for the Services;

(d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

5.2 Access to Land

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

5.3 Change in the Applicable Law

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

5.4 Services, Facilities and Property of the Client

The client shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Bill of Quantities at the times and in the manner specified in said Bill of Qua, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6.1(c) hereinafter.

5.5 Payment

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

6. PAYMENT TO THE CONSULTANTS

6.1 Cost Estimates: Ceiling Amount

(a) An abstract of the cost of the Services payable in **local currency (Indian Rupees)** is set forth in **Bill of Quantities**.

(b) Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1(c), the payments under this Contract shall not exceed the ceiling specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of the ceiling.

(c) Notwithstanding Clause 6.1(b) hereof, if pursuant to Clauses 5.4 hereof, the Parties shall agree that additional payments shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause 6.1(a) above, the ceiling set forth in Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment

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

6.3 Mode of Billing and Payment

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

(a) The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC, such bank guarantee:

(i) to remain effective until the advance payment has been fully set off as provided in the SC, and

ii) in such form as the Client shall have approved in writing.

(b) **Payment Schedule**

The Consultant will be paid stage-wise as a percentage of the contract value as per the schedule given below:

Stages	Description	Timelines for Activities	Payment in % of the Contract value
Stage I	Preliminary report with parking demand assessment, proposed technology to be used, tentative layout and cost estimate	Within 3 days from Date of commencement of consultancy assignment	15 %
Stage II	Final Feasibility report	Within 5 days from Date of commencement of consultancy assignment	20 %
Stage III	Draft DPR	Within 7 days from Date of commencement of consultancy assignment	25 %
Stage IV	Approval and security clearances	Within 2 weeks after Stage III	15 %
Stage V	Final DPR	Within 1 weeks after Stage IV	15 %
Stage VI	Bid Documents	Within 1 week after Stage V	10 %

(c) **DELETED.**

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

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

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

(g) DELETED.

7. Responsibility for Accuracy of Project Documents

7.1 General

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

7.1.2 The Consultant shall be fully responsible for the accuracy of design and drawings of the bridges and structures. All drawings for bridges and structures shall be duly signed by the Designer. The designs and drawings not signed by the three persons mentioned above shall not be accepted. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed during the construction and even thereafter and the Client shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.

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

7.2 Retention Money

An amount equivalent to 15% of the contract value shall be retained at the end of the contract for accuracy of design and quantities submitted and the same will be released after the completion of civil contract works or after 3 years from completion of consultancy services, whichever is earlier. Out of this 15%, 10% shall be in the form of performance security and 5% shall be the amount retained from Consultancy fee payable to the Consultant.

7.3 Penalty

7.3.1. Penalty for Error/Variation

i. If variation in project cost occurs due to Change of scope requests of more than 10% of the total project cost as estimated by the consultant and these change of scope requests arise due to deficiencies

in the design provided by the consultant, the penalty equivalent to 4% of the contract value shall be imposed. For this purpose retention money equivalent to 4% of the contract value will be forfeited. This shall exclude any additional/deletion of items/works ordered by the client during the execution.

ii. DELETED.

iii. If there is a variation in utilities shifting payments to be made during the execution of the project upto an extent of +/- 10% of the value estimated by the design consultant, a penalty equivalent to 3% of the contract value shall be imposed. For this purpose retention money equivalent to 3% of the contract value will be forfeited. This shall exclude any additional/deletion of items/works ordered by the client during the execution.

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

Sr. No.	Item	Penalty (%age of contract value)
1	Topographic Surveys	0.5 to 1.0
	a) <i>The layout does not match with ground condition.</i>	
	b) <i>The cross sections do not match with existing ground.</i>	
	c) <i>The co-ordinates are defective as instruments of desired accuracy not used.</i>	
2	Geotechnical Surveys	0.5 to 1.0
	a) <i>Incomplete surveys</i>	
	b) <i>Data not analyzed properly</i>	
	c) <i>The substrata substantially different from the actual strata found during</i>	
3	Structural Designs found to be unsafe or grossly over	1.0 to 2.0

7.3.2 Penalty for delay

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

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

7.3.4 NHIDCL is in process of evolving performance based rating system for DPR Consultants. Performance of Consultants shall be monitored by NHIDCL and will be

taken into account in technical evaluation of future DPR projects. For this purpose, performance of Consultant in the current project shall also be taken into account to create rating of Consultant.

7.4 ACTION FOR DEFICIENCY IN SERVICES

7.4.1 Consultants liability towards the Client

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

7.4.2 Warning / Debarring

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

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Contract

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

9. SETTLEMENT OF DISPUTES

9.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. In case of unsettled dispute arising out of the agreement, either party may require such dispute to be referred to the Chairman of NHIDCL and the head of the Consultant. The said two Authorities shall meet within 7 (seven) of the date of such request to discuss and attempt to amicably resolve the dispute. If such meeting doesn't take place within the said period or the dispute is not amicably settled within 15 (fifteen) days of such meeting between the said two authorities, either party may refer the dispute through arbitration as per the provisions of the agreement.

9.2 Dispute Settlement

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

10. Change of Scope

The change of Scope on account of variation of Letter of Invitation of the RFP shall be dealt as follows

i) During the course of consultancy services, in case it is considered necessary to increase/decrease the scope of services by the client the same shall be notified by Change of scope notice. Similarly, if the Consultant determines that change of scope is needed, he shall inform of the same to the Client. The Client will examine and shall either reject the proposal or issue change of scope notice.

ii) The Consultancy fee shall be revised on account of change of scope as below:

- In case area of project increases/decrease up to 10% of indicative length given in the RFP: **No change in Consultancy Fees.**
- In case the increase/decrease in total area of project is more than 10% of the indicative area as given in the RFP: The consultancy fee shall be increased/ decreased in the same proportion in which the length of the project road is increased/ decreased beyond 10%.

iii) DELETED.

Appendix-IX

SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

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

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

1.4 The language is: **English**

1.6.1 The addresses are:

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

Attention : **Rajeev Sood**
National Highways & Infrastructure
Development Corporation Limited,
4, Parliament Street
New Delhi-110001
Ph. - 011 123461621
E-mail: gm5@nhidcl.com

For the Consultants: -

Attention: Name: -
Designation: Authorized Signatory

Address -

Tel: -

Fax -

Email: -

1.6.2 Notice will be deemed to be effective as follows:

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

1.8 Entity to Act as Member in charge (In case of Joint Venture of Consultants) with or without an Associate: -

1.9 The Authorized Representatives are:

For the Client :

Managing Director,
National Highway & Infrastructure Development Corporation Ltd.

For the Consultant:

Name : -
Designation : Authorized Signatory

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

2.1 The effectiveness conditions are the following:

a) The contract has been approved by NHIDCL.

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

2.2 The time period shall be “___” or such other time period as the parties may agree in writing.

2.3 The time period shall be “___” or such other time period as the Parties may agree in writing.

2.4 The time period shall be “___” or such other time period as the parties may agree in writing.

3.4 Limitation of the Consultants’ Liability towards the Client

(a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants

in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

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

3.5 The risks and the coverage shall be as follows:

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

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

(c) (i) The Consultant shall provide to NHIDCL Professional Liability Insurance (PLI) up to completion of civil works or as per Applicable Law, whichever is higher.

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

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

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

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

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

(d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the

relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

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

4.6 The person designated as Team Leader in Appendix B shall serve in that capacity, as specified in Clause 4.6.

6.1 (b) The ceiling amount in local currency is Rs. _____/- (Excluding Goods & Service Tax)

6.3 (a) No advance payment will be made.

6.3 (e) The interest rate is: @ 12% per annum

6.3 (f) The account is:

A/c No	:	-
IFSC Code	:	-
MIR Code	:	-

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

9.2.1 Selection of Arbitrators

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

9.2.2 Rules of Procedure

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

9.2.3 Substitute Arbitrators

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

9.2.4 Qualifications of Arbitrators

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

9.2.5 Miscellaneous

In any arbitration proceeding hereunder:

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

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

2.	Reading Charges	Rs.25,000/- per Arbitrator per
3.	Secretarial Assistance and Incidental Charges (telephone, fax, postage etc.)	Rs.20,000/-
4.	Charges for Publishing / declaration of the Award	Rs.35,000/-
5.	Other expenses (As per actuals against bills subject to maximum of the prescribed ceiling given below)	
	Traveling Expenses Lodging and Boarding	Economy class (by air), First class AC (by train) and AC car (by road) (a) Rs.15,000/- per day (Metro cities) (b) Rs.7,000/- per day (in other cities) (c) Rs.3,000/- per day, if arrangement.
6.	Local Travel	Rs.1,500/- per day
7.	Extra charges for days other than hearing / meeting days (maximum for 2 days)	Rs.5,000/- per day for outstation Arbitrator
Note:	<p>1. Lodging, boarding and travelling expenses shall be allowed only for those members who are residing 100 kms. away from place of meeting.</p> <p>2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities.</p>	

Appendix-X

INTEGRITY PACT

BETWEEN

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

AND

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) for **Consultancy Services for Feasibility Study, Preparation of Detailed Project Report Architectural & Structural Design of Automated Multilevel Car Parking System at (i) Near Bahu Plaza, Rail Head Complex, (ii) Exchange Road, (iii) North Block and (iv) South Block in the State of Jammu**. The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Consultant.

In order to achieve these goals, the Principal has appointed Dr. Satyanarayana Dash, IAS (Retd.) Independent External Monitor (IEM), NHIDCL, who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project. The contact details of Dr. Satyanarayana Das are as under-
H16-206, Kanan Vihar, Phase-I, Chandrasekharpur,
Bhubaneswar, Odhisa – 751024.
Mobile: 9776751669
Email: satya8may@yahoo.co.in

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Consultants with equity and reason. The Principal will in particular, before and during the tender process, provide to all Consultants the same information and will not provide to any Consultant, confidential/additional information through which the Consultant could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons. **The**

Principal shall obtain bids from **only** those parties who have been short-listed or pre qualified or through a process of open advertisement/web publishing or any combination thereof.

- (2) If the Principal obtains information on the conduct of any of its employees, Consultant, which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and **subject to its discretion**, can **additionally** initiate disciplinary actions.
- (3) The Principal will enter into agreements with identical conditions with all Consultants **for the different Work Packages in the aforesaid Project.**
- (4) The Principal will disqualify from the tender process all Consultants in the range of Rs 50 Crore and above, who do not sign this Pact or violate its provisions.

Section 2 - Commitments of the Consultant

- (1) The Consultant commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Consultant will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.
 - (b) The Consultant will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Consultant will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Consultant of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Consultant of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Consultant. Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-"A".
 - (e) The Consultant will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Consultant will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

under the relevant clauses of GCC /SCC of the tender/contract.

- (2) If the Consultant has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Consultant from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.
- (3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the Consultant has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the Consultant from further tender/contract award processes.
- (4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (5) If the Consultant can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

Section 4: Compensation for Damages

- (1) If the Principal has disqualified the Consultant from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (BID SECURITY)/Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Consultant understands and agrees that this will be in addition to the disqualification and exclusion of the Consultant as may be imposed by the Principal, in terms of Section 3 above.
- (2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the Consultant, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.

The Consultant be in addition to the Consultant, as terms of Section 3 *above*. understands and agrees that this will disqualification and exclusion of the may be imposed by the Principal in

Section 5: Previous transgression

- (1) The Consultant herein declares that it has committed no transgressions in the last 3 years with any other Company in any country conforming to the anti corruption approach as detailed herein or with government/ any other Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Consultant has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Consultant can be black listed in terms of Section 3 above.

Section 6: Independent External Monitor / Monitors

- (1) The Principal shall, in case where the Project Value is in excess of Rs 50 Crore and above, appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.
- (2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the MD, NHIDCL. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid Monitor.
- (3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Managing Director, NHIDCL.
- (4) The Consultant accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the Consultant. The Consultant will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Consultant with confidentiality.
- (5) The Principal will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Consultant.
- (6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the Principal and request the Principal to discontinue and/or take corrective action, or to take other relevant action (s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.
- (7) The Monitor will submit a written report to the MD, NHIDCL within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.
- (8) If the Monitor has reported to the MD, NHIDCL, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, NHIDCL, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, NHIDCL / MD.
- (9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

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

If the Principal obtains knowledge of conduct of a Consultant or any employee or a representative or an associate of a Consultant, which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the

Principal will forthwith inform the same to the Chief Vigilance Officer, NHIDCL/MD.

Section 8 - Duration of the Integrity Pact

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Consultant, 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder, 2 (two) months after the contract for the project has been awarded.

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

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

Section 9 - Other provisions

- (1) This Agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Consultant is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement shall remain valid and binding. In such a case, the parties will strive to come to an Agreement in accordance to their original intentions.
- (5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal)

(For & On behalf of Consultant)

(Office Seal)

(Office Seal)

Place - New Delhi

Date -

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)