

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED
(MINISTRY OF ROAD TRANSPORT & HIGHWAYS)
GOVT. OF INDIA
NATIONAL COMPETITIVE BIDDING
(Through E - TENDERING MODE)

**Name of Work: Consultancy Services for
'Geotechnical Investigation and Validation of
Pavement design for the Aizawl-Tuipang (350
Kms) in the state of Mizoram' by the Third Party
Agency.**

CONTRACT PACKAGE NO: NHIDCL/RO/A-T/TPT
BID DOCUMENT

Tender Inviting Authority
Executive Director (Projects), Regional Office-Aizawl, Mizoram
August 2020

Disclaimer

The information contained in this Request for Proposal document (RFP) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Contents

Table of Contents

A. General	
1.	Notice Inviting Tender (NIT) 5
2.	Background..... 8
3.	Qualification criteria 9
4.	Bid Security 10
5.	Documents..... 10
6.	Communications..... 10
7.	Submission of Proposal..... 10
8.	Format and signing of Proposal 11
9.	Evaluation 14
10.	Award of Contract..... 15
B.TERMS OF REFERENCE	
1.	Geotechnical Investigation and Pavement Design 19
2.	Letter of Application 25
3.	General Conditions of Contract 37
4.	Price and Payment Schedule 41

National Highways & Infrastructure Development Corporation Ltd.
Notice Inviting BID/TENDER
National Competitive Bidding through E-Tendering only

No. NHIDCL/RO/A-T/TPT

Date: 05/08/2020

1. NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED of India (hereinafter called “the Employer”) through Regional office-Aizawl hereby invites reputed Consultancy firms for “**Consultancy Services for Geotechnical Investigation and Validation of Pavement design for the Aizawl-Tuipang (350 Kms) in the state of Mizoram**” as third Party Agency.” from reputed consultancy firms by inviting bids on two bid systems through “e-tendering mode” from experienced firms/organizations (hereinafter referred to as the “Bidders”) to bid for the works detailed in the table as mentioned below from the eligible bidders, excluding those firms who have been declared as non-performing by MoRTH/NHAI/NHIDCL or the firms those are black listed/debarred for specified period by MoRTH/NHAI/NHIDCL.

Name of the Work	NH-NO	Design Length	State/UT	Estimated Cost	Period of Completion
Consultancy Services for ‘ Geotechnical Investigation and Validation of Pavement design for the Aizawl-Tuipang (380 Kms) in the state of Mizoram ’ as third Party Agency.	54	350	Mizoram	35.00 lakhs exclusive of GST*	2 Months

* The consultant will be paid the applicable GST.

2. The Scope of Work involves ‘Geotechnical Investigation and Validation of Pavement design for the Aizawl-Tuipang (350 Kms) in the state of Mizoram.’ Detailed information regarding the scope of work may be seen in the Bid document.

3. **Cost of Bid Document: Rs. 10,000/-** at the time of the submission of the Bid proposal, in the form of Demand Draft only in favour of “Executive Director (P), National Highways & Infrastructure Development Corporation Limited, payable at Aizawl. In case the bidder is not able to get the draft made, NEFT/RTGS can be done in the favour of the following accounts and receipt for the same may be provided and uploaded alongwith the bids.

Sl. No	Particulars	Details
1	Name of the Beneficiary	National Highways and Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	79601010002070
3	Beneficiary Bank Branch	IFSC SYNB0007960
4	Beneficiary Bank Branch Name	Syndicate Bank, Aizawl
5	Beneficiary Bank Address	Lower Chanmari, Aizawl

4. **Earnest Money Deposit/Bid Security:** The tenderer shall furnish bid Security for Rs 75,000/- in the form of demand draft/ Bank guarantee by a nationalized Bank with validity period of 30 Months in favour

Consultancy Services for ‘Geotechnical Investigation and Validation of Pavement design for the Aizawl-Tuipang (350 Kms) in the state of Mizoram’ by the Third Party Agency. Page | 5

of Executive Director (P), National Highways & Infrastructure Development Corporation Limited, payable at Aizawl. The Bid Security is liable to be forfeited if successful bidder fails to execute the agreement within 15 days from the date of issue of Letter of acceptance. The bid security of unsuccessful bidders will be discharged on finalizing the contract. The bidders have to submit their bids online in electronic format with Digital Signature. The bid cannot be uploaded without Digital Signature. No proposal will be accepted in physical form.

5. Performance Bank Guarantee: The L-1 Bidder within 7 days of issuance of LOA has to furnish a Performance Security equivalent to 5% amount quoted in the form specified in the LoA.

6. To participate in bidding process, bidders have to get (DSC) “Digital Signature Certificate” as per Information Technology Act-2000, to participate in online bidding. This certificate will be required for digitally signing the bid. Bidder can get above mentioned digital certificate from any approved vendors. The Bidder, who already possess valid “Digital Signature Certificate” (DSC) need not to procure new Digital Signature Certificate

7. Bidder shall submit the following documents in physical form in original and in scanned copy to be uploaded.

(i) Letter comprising “**Form of Letter of Application**”.

(ii) Bid Document Fee.

(iii) Bid Security.

(iv) Written Power of Attorney of the signatory (whose digital signature certificate is used during e-tender submission) of the bidder to commit the bid.

(v) An affidavit on a Stamp Paper, duly attested from the Notary Public, that the information furnished with the bid documents is correct in all respects.

8.The detailed tender document can be viewed from the website www.nhidcl.com & <https://eprocure.gov.in> as per the Critical date sheet in the succeeding paras.

9. The Complete Bid Document can be downloaded with effect from 05.08.2020 (1400 Hrs) and will be open upto 03.09.2020(1400 Hrs) at the NHIDCL e-tendering portal free of cost. To participate for bidding, bidders have to pay non-refundable document fee of Rs. 10,000/- in the form of DD or Banker’s cheque drawn/NEFT/RTGS on any schedule bank in India in favour of “**Executive Director (P), Regional Office-Aizawl, 3rd Floor, T-86, Tuikhuatlang, Aizawl, Mizoram-796001 Email:romizoram@nhidcl.com**”. The amendments/clarifications to the bid documents, if any will be hosted on the above websites only.

10. The bidders have to submit their bids online in electronic format with Digital Signature. The bid cannot be uploaded without Digital Signature. No proposal (Except the documents as mentioned in point 7 above) will be accepted in physical form. All the required information for bid must be filled and submitted online.

11. The bid should be submitted online in the prescribed format given in the website. No other mode of submission is acceptable. Also no change in format is permissible.

12. Bidders should get ready with the scanned copies of cost of documents as specified in the tender documents. The original instruments in respect of cost of documents and relevant documents

Consultancy Services for ‘Geotechnical Investigation and Validation of Pavement design for the Aizawl-Tuipang (350 Kms) in the state of Mizoram’ by the Third Party Agency. Page | 6

will be submitted to the Tenders Inviting Authority by Registered post/courier/by hand as per time schedule specified.

13. The last date of online submission of the bid is 03.09.2020 (1400 hrs) (as mentioned on the e-portal only) (“**Bid Due Date**”). The Bids would be opened on two stages (A) Technical Bid and (B) Financial Bid. Technical Bid will be opened on 04.09.2020 (1400) Hrs at National Highways & Infrastructures Development Corporation Limited C/o Regional Office-Aizawl, 3rd Floor, T-86, Tuikhuahtlang, Aizawl, Mizoram-796001, Email: ro-mizoram@nhidcl.com. Date of opening of Financial Bid will be intimated later. Representatives of the bidders (maximum of two) who choose to attend may attend the online opening of the bids at the office of **RO-Aizawl-Mizoram**, on the date & time as mentioned above. However, such representatives shall be allowed to attend the opening of the bids only if they produce letter of authority on the letter head of the bidder, at the time of opening of bids as mentioned above.

14. Critical Data Sheet

S. No	Description	Period
1	Date of issue of NIT	05.08.2020
2	Date of issue of Sale of Tender Documents	05.08.2020 (1400 Hrs)
3	Last date of receipt of pre-bid queries	19.08.2020 (1700 Hrs)
4	Date of Pre-Bid meeting	20.08.2020 (1500 Hrs)
5	Date of uploading of reply to the pre-bid queries	24.08.2020 (1500 Hrs)
6	Last Date of submission of Tender/Bid (online & hard copy)	03.09.2020 (1400 Hrs)
7	Date of Opening of Technical Bid	04.09.2020 (1400 Hrs)
8	Date of Uploading of list of Technically Qualified Applicants	To be intimated later
9	Date of Opening of Financial Bids of Qualified Applicants	To be intimated later
10	Date of issue of letter of award (LOA)	To be intimated later
11	Validity of Bid	120 days

15. For any clarifications, the following office may be contacted:

Executive Director (Projects)

Regional Office-Aizawl, 3rd Floor, T-86,
Tuikhuahtlang, Aizawl, Mizoram-796001
Email: ro-mizoram@nhidcl.com

16. Conditional bids would be rejected. NHIDCL reserves the right to accept/reject any or all the bids without assigning any reasons thereof.

2.0 Background

2.1 National Highways & Infrastructure Development Corporation Limited (NHIDCL) is engaged in development of National Highways entrusted to it by the Ministry of Road Transport & Highways. As part of this endeavour, the Authority has taken up widening and Upgradation to 2 Lane with Paved Shoulder Configuration and Geometric Improvement from Km 8.00 to Km 380.00 (Design length - 350 km) on Aizawl-Tuipang section of NH-54 in the State of Mizoram with Japan International Cooperation Agency (JICA) Loan Assistance.

2.2 Japan International Cooperation Agency (JICA) is the financing institution which has provided funds toward a part of the cost of the Project. Government of India (GoI) has applied for a Japanese ODA loan from JICA for an amount of 96,457 million Japanese Yen (JPY) for phase-1 under the scheme “North East Road Network Connectivity Project Phase-I and other phases” and has signed a Loan Agreement no. ID-P249 on 31.03.2017 for an amount of 67,170 million Japanese Yen as Tranche-I for Phase-1 Projects. A portion of the proceeds of the loan shall be applied to payments under the Contract. Payment by JICA will be made only at the request of the Recipient (Ministry of Road Transport and Highways on behalf of the Government of India) of the funds and upon approval by JICA in accordance with the terms and conditions of the financing agreement (Loan Agreement) and will be subject in all respects to the terms and conditions of that Loan Agreement.

2.3 NHIDCL has awarded the following projects of Aizawl-Tuipang as detailed below.

Sr. no	Project Name	Contractor Name	Authority Engineer	Contract Value
1	Aizawl-Tuipang P-I	M/s Gawar Shivalaya	M/s Nippon-Koei	6993000000
2	Aizawl-Tuipang P-II	M/s Gammon Engineers	M/s Nippon-Koei	5120000000
3	Aizawl-Tuipang P-III	M/s BIPL-ABCI	M/s TPF-Rhodic	4504486000
4	Aizawl-Tuipang P-IV	M/s ABCI	M/s TPF-Rhodic	4405000069
5	Aizawl-Tuipang P-V	M/s ABCI	M/s TPF-Rhodic	3953700000
6	Aizawl-Tuipang P-VI	M/s ABCI-BIPL	M/s ICT-Padeco	5460510069
7	Aizawl-Tuipang P-VII	Yet to be appointed	M/s ICT-Padeco	0
8	Aizawl-Tuipang P-VIII	M/s BIPL	M/s ICT-Padeco	4439435000

2.4 As the project is funded through JICA Official Development Assistance (ODA) loan, NHIDCL strives for the Quality Assurance, Effective Monitoring and Supervision of works in a planned manner. To ensure that the Construction, Material and workmanship are in accordance with the requirements specified in the Contract Agreement, Specifications & Standards and Good Industry Practice is maintained, NHIDCL intends to appoint an External Technical Auditor to validate the pavement design submitted by the contractor and approved by the AE in conformity with the IRC Codes, Standards & Specifications. The findings of the audit to the extent accepted by the Authority shall be notified to the Contractor and Authority's Engineer for taking remedial action in accordance with the Contract Agreement.

2.5 NHIDCL intends to look for an experienced and qualified firm or organization as a "Technical Auditor" for carrying out the Technical Audit of "widening and Upgradation to 2 Lane with Paved Shoulder Configuration and Geometric Improvement from Km 8.00 to Km 380.00 on Aizawl-Tuipang section of NH-54 in the State of Mizoram with JICA Loan Assistance".

2.6 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by familiarizing themselves about the project stretch.

2. Qualification criteria

The bids are limited to those individuals, firms, companies who meet the following qualification and the eligibility requirements and here in after referred to as bidder. The bidder should have a valid registration:

- a) Consultancy firms should have carried at least for the last 5 year in the field of Consultancy for Engineering Works i.e., Quality assurance and control fields
- b) The Consultant firms should have experience of carrying out testing of CBR, geotechnical investigation & pavement design during the last 5 years.
- c) The bidder should have Consultancy Service Charges for similar nature of works of value not less than **Rs.2.00 Crores** in any financial year during the last 5 financial years. The tenderers should submit latest Audited Balance Sheet duly certified by the Chartered Accountant.
- d) The Consultancy firm shall have valid NABL (National accredited board of Laboratories) Certify Laboratory.

3. Bid Security

The tenderer shall furnish bid Security for Rs 75,000/- in the form of demand draft/ Bank guarantee by a nationalized Bank with validity period of 30 Months in favor of Executive Director (P), National Highways & Infrastructure Development Corporation Limited, payable at Aizawl. The Bid Security is liable to be forfeited if successful bidder fails to execute the agreement within 15 days from the date of issue of Letter of acceptance. The bid security of unsuccessful bidders will be discharged on finalizing the contract.

4. Documents

The following documents are enclosed to enable the agencies to submit their proposal:

- i. Terms of reference (TOR)
- ii. General Conditions of the Contract
- iii. Annexures
- iv. Form of Agreement.

5. Communications Pre-Bid Meeting

Date & Time: As per Critical date sheet

At the office of:

Executive Director (Projects) Regional Office-Aizawl, 3rd Floor, T-86, Tuikhuahtlang, Aizawl, Mizoram-796001 Email: ro-mizoram@nhidcl.com

7. SUBMISSION OF PROPOSAL

7.1 Language

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

7.2 Format and signing of Proposal

7.2.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects. Any incomplete application will be summarily rejected.

7.2.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL".

7.2.3 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

- a) By the proprietor, in case of a proprietary firm; or
- b) By a partner, in case of a partnership firm and/or a limited liability partnership/JV ; or
- c) By a duly authorized person holding the Power of Attorney, in case of a Limited Company or corporation; or
- d) By the authorized representative of the Lead Member, in case of consortium. 11Applicants should note the Proposal Due Date, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause

7.2.4 Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications

7.2.5 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this consultancy to the Applicant may also be liable to cancellation in such an event.

7.2.6 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its

obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

7.2.6 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

7.2.6 In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

7.3 Financial Proposal

7.3.1 Submission only through online.

7.3.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

7.3.2.1 All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

7.3.2.2 The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

7.3.2.3 Costs (including break down of costs) shall be expressed in INR.

7.4 Submission of Proposal

7.4.1 The Applicants shall submit the Proposal in on e-tender portal with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initiated by the Authorized Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail. The Financial Proposal shall be submitted online by the Authorized Representative of the Applicant. All pages of the original Technical Proposal must be numbered and initialled by the person or persons signing the Proposal.

7.4.2 The completed Proposal must be uploaded on or before the specified time on Proposal due Date. Proposals submitted by Post, fax, telex, telegram or e-mail shall not be entertained.

7.4.3 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

7.4.4 The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the Final Safety Report by the Authority and discharge of all obligations of the Consultant under the Agreement.

7.5 Proposal Due Date

7.5.1 Proposal should be uploaded at or before the bid due Date specified in NIT

7.5.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

7.6 Late Proposals

Proposals uploaded after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

7.7 Modification/ substitution/ withdrawal of Proposals

7.7.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.

7.7.2 The modification, substitution, or withdrawal notice shall be prepared and uploaded in accordance with Clause 2.16 marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

7.7.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

5. Evaluation

A two-stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to any financial proposals are opened. The technical evaluation will be carried out on the information & documentary evidence furnished by the tenderer. The technical proposal will be evaluated using the following criteria by the Executive Director(P), NHIDCL or any other officer or committee authorized by the NHIDCL.

Consultancy Services for ‘Geotechnical Investigation and Validation of Pavement design for the Aizawl-Tuipang (350 Kms) in the state of Mizoram’ by the Third Party Agency

Evaluation Criteria for Assessment of Relevant Experience of the Firm

1	Year of Establishment of the Firm (In case of JV year of establishment of Lead Member shall be considered) Upto 3 years - 10 marks 3-5 Years - 15 marks More than 5 years - 20 marks	20
2	Average Annual Turnover (last 3 years) from consultancy business (i) < Rs 2 crore - 0 marks (ii) Rs 2 Crore-10 marks (iii) Between 2.00 Crore-5.00 Crore -15 marks (iv) More than 5 Crore- 20 marks	20
3	Empanelment/Affiliation/accreditation with:- (i) One Government / PSU organization-10 marks (ii) Two/Three Government Organisation-15 marks (iii) More than three Government / PSU organization-20 marks	20

4	Experience in CBR testing and Pavement validation of projects more than 50 kms (i) 2 Projects- 10 marks. (ii)3 Projects - 5 projects- 20 marks (iii) more than 6 projects- 30 marks	30
5	Experience in CBR testing and Pavement validation/Design of projects of 2/4/6 laning for more 200 Kms	10
	Total	100

All Agencies who satisfy the qualifying criteria will be declared successful in technical proposal and the financial proposals of only those tenderers who are declared successful in technical proposal will be opened.

9. *Award of Contract*

Quality and competence of the consulting service shall be considered, as the paramount requirement. The nature of the contract is non-exclusive, and the client can choose as many Agencies as required depending on the workload. The decision of the award of the contract would be as under:

- a) Technical proposals scoring not less than **70** of the total points will only be considered for financial evaluation.
- b) The Financial proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend on the prescribed date & time which will be intimated to all technically qualified tenderers in advance. The NHIDCL shall prepare minutes of the public opening.
- c) The Executive Director(P) will determine whether the financial proposals are complete (i.e. whether they have estimated all items of the corresponding technical proposals; if not, the client reserves the right to cost them and add their cost to the initial price, correct any computational errors). On the request of NHIDCL, the Agencies shall furnish the detailed cost break up and other clarifications to the proposals submitted by them. The financial offer shall cross check including all taxes except Goods& Service Tax(GST)
- d) It may be noted that NHIDCL is not bound to select any of the agencies submitting

proposals. Further, as quality of service is the principal selection criterion, NHIDCL does not bind itself in any way to select the firm offering the lowest price if the lowest rates quoted are found not workable.

e) The agencies are requested to hold their proposal valid for 90 days from the date of opening financial proposal without changing the personnel proposed for the assignment and the proposed price. The client will make its best efforts to select firm/firms within this period.

f) If the contract can be satisfactorily concluded in one month, the firms are expected to take up / commence the assignment within one month.

g) It may be noted that the cost of preparing a proposal including visits to or other functionaries of NHIDCL, if any is not reimbursable as a direct cost of the assignment

h) It may be noted that the remuneration, which will be received from the contract, will be subject to normal tax liability in India. The concerned tax authorities may be contacted for further information in this regard if required.

i) NHIDCL reserves the right to accept or reject any or all bids without assigning any reason whatsoever.

j) The dates stipulated in the Bidding Schedules are firm and under no circumstances they will be relaxed unless officially extended.

k) The tenderers are hereby instructed not to alter and make any changes to the tender documents. If any changes are made by tenderer, it shall be treated as tampering of documents and the bid shall be summarily rejected.

l) The tender is likely to be rejected if on opening it is found that -

a. The bidders have not strictly followed the procedure laid down for submission of tender.

b. The bidder has proposed conditions which are inconsistent with or contrary to the terms and conditions specified.

c. Additions, corrections or alteration are made by the bidder on any page of tender document.

d. The bidder has not signed the tender.

e. The bidder has specified any additional condition.

f. The bidder has quoted financial offer anywhere other than specified in financial bid.

m) If there is any discrepancy between the offer quoted in figures and in words, the rate quoted in words will be treated as the offer.

Enclosures:

1. Terms of Reference.
2. Condition of Contract.
3. Forms
4. Form of Agreement
5. Part II Financial Proposal

Terms of Reference

Geotechnical Investigation and Pavement Design

A. Review of Design methodology by the Contractors

NHIDCL aims for satisfactory performance of bituminous pavements and ensuring that the magnitudes of distresses are within the acceptable levels during the service life period. Performance models using limiting stresses and strains prescribed by performance models adopted for subgrade rutting, bottom-up cracking of bituminous layers and fatigue cracking of Cement Treated bases.

Determination of the total thickness of the pavement structure as well as the thickness of the individual structural load for carrying out the estimated traffic loading under the prevailing environmental conditions. The road of Aizawl-Tuipang of NH-2 (Old NH-54) is to be designed for minimum 20 MSA by the Contractors. **The road sampling should be done in front of Project Management Unit(PMU) namely PMU Seling, PMU Lunglei and PMU Lawngtlai and Concerned Authority Engineers of the projects.**

The design shall be on various design parameters as evaluated from various field and laboratory investigations, design procedures with the objective to ascertain optimal pavement structural requirements for the traffic and complying with the relevant codes and guidelines. The structural requirements are:

- (i) The total thickness of the pavement and the thickness of individual layers should be designed such a way that they are not subjected to stresses or strains exceeding admissible in view of the material characteristics of the performance factors,
- (ii) The pavement layers should be able to withstand repeated applications of wheel loads of different magnitude under the actual conditions of sub-grade, climate and other environmental factors during the design life without causing
 - (a) Excessive permanent deformation in the form of rutting and undulations;
 - (b) Cracking of bituminous layers; and
 - (c) Other structural and functional deficiencies such as potholes.
- (iii) Ensure structural and functional performance under varied conditions and factors affecting the performance of road i.e. Soil type, traffic, Environment etc.

Pavement design guidelines given in IRC code are based on the analytical method which is believed to have been developed based on the performance of existing designs and using analytical approach (to limit the vertical compressive strain at the top of the subgrade and horizontal tensile strain at the bottom of bituminous layer adopting linear elastic model).

B. Performance of Bituminous Pavements

- (i) In particular, the performance of bituminous pavements is to be assessed. The utilization of new types of the pavement materials such as bituminous mixes with modified binders, foam/emulsion treated granular or Reclaimed Asphalt Pavement (RAP) material bases and sub-bases and Cement sub-bases and bases and stabilized subgrades and utilization of new construction techniques as per the favorable environmental/climatic conditions in Mizoram.
- (ii) Study for bituminous layer failure and its design life and resist rutting and top down cracking in the upper bituminous layers and for fatigue resistant bituminous mixes for the bottom bituminous mixes for the bottom bituminous layers.
- (iii) Fatigue criteria for Cement Treated bases (CTSB). Ensuring that the CTSB do not fail by fatigue cracking, Tensile Strain and Tensile Stresses at the bottom of the CTB by controlling the critical parameters.
- (iv) Recommendation of better performing bituminous mixes and binders for surface and base/binder courses.
- (v) Selection of appropriate elastic moduli for bituminous mixes used in surface and other courses.
- (vi) Recommendation of minimum thicknesses of granular and Cement Treated sub-bases and bituminous layers from functional requirement.
- (vii) Effective resilient modulus/CBR of Sub-grade.
- (viii) Provision for use of the Geo-synthetics.
- (ix) Arriving at safe and performing design.

C. Validation requirement

- (i) Flexible Pavement design adopted by the Contractor.
- (ii) Evaluation of Pavement life.
- (iii) Strength of subgrade/CBR.
- (iv) Design check using IITPAVE Software
- (v) Overlay/strengthening of Existing Carriageway.
- (vi) Conducting California Bearing Ratio as per IS-2720.

D. Reporting Requirement: Preparation and submission of final design report giving complete and Comprehensive record of investigations, laboratory test reports and methodical approach.

FORM OF LETTER OF APPLICATION

To,

Executive Director (Projects)

Regional Office-Aizawl, 3rd Floor, T-86,
Tuikhuahtlang, Aizawl, Mizoram-796001

Email:ro-mizoram@nhidcl.com

Sub: BID for Consultancy Services for 'Geotechnical Investigation and Validation of Pavement design for the Aizawl-Tuipang (350 Kms) in the state of Mizoram' by the third Party Agency.

Dear Sir,

With reference to your RFP document dated _____ I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as Contractor for the development, construction, rehabilitation and augmentation of the aforesaid Project and maintenance of the Project during the Defect Liability Period.

4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.

5. I/ We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last two years, I/we have neither failed to perform for the works of Expressways, National Highways, ISC & EI works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled or terminated by Ministry of Road Transport & Highways or its implementing agencies for breach on our part.

7. I/ We declare that:

(a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

(b) Deleted.

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable

practice or restrictive practice, as defined in Clause 35 of the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government,

Central or State; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 35 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(e) the undertakings given by us along with the Application in response to the RFP for the Project and information mentioned for the evaluation of the BID Capacity as per Section 3 were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I/we shall continue to abide by them.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.

9. I/We believe that I/we satisfy(s) the Threshold Technical Capacity, Net Worth criteria and meet(s) the requirements as specified in the RFP document.

10. Deleted.

11. I/ We certify that in regard to matters other than security and integrity of the country, I/we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, I/we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/ employees.

14. Deleted.

15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

16. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement upto its validity. It would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due

Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

19. I/ We have studied all the Bidding Documents carefully and also surveyed the project highway and the traffic. We understand that except to the extent as expressly set for thin the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.

20. Deleted.

21. Deleted.

22. The documents accompanying the Technical BID, as specified in the RFP, have been submitted in separate files.

23. I/ We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our BID is not opened or rejected.

24. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

25. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

26. Deleted.

27. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the RFP.

28 I/ We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I/we submit this BID under and in accordance with the terms of the RFP document.
Yours faithfully,

Date:
Place:
Name & seal of Bidder

(Signature, name and designation
of the Authorised signatory)

Details of Bidder (to be annexed with letter of application)

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
 - (f) Class III Digital Signature Certificate ID number

FORM OF LETTER OF ACCEPTANCE

No.

Dated

To

M/s.....

Sub: Consultancy Services for ‘Geotechnical Investigation and Validation of Pavement design for the Aizawl-Tuipang (350 Kms) in the state of Mizoram’ by the third Party Agency.

Sir,

Based on your bid submitted on in compliance of bidding document of NHIDCL for execution of the work of “Consultancy Services for ‘Geotechnical Investigation and Validation of Pavement design for the Aizawl-Tuipang (350 Kms) in the state of Mizoram’ by the third Party Agency”, it is hereby notified that your bid for a contract price of Rs _____ (Rupees in words...) has been accepted for and on behalf of NHIDCL.

2. You are hereby requested to furnish Performance Security for an amount equivalent to Rs _____ (Rupees in words...) within 10 days as per provisions of clause 33.1 of ITB of the bid document and sign the contract agreement failing which the actions as stipulated in clause 33.3 of ITB shall be taken.

Thanking you,

Yours faithfully,

(.....)
Executive Director (P)

FORM OF AGREEMENT

This agreement made the _____ day of _____ 2020 between the National Highways & Infrastructure Development Corporation Ltd., New Delhi (hereinafter called “the Employer” of the one part and ___(here in after called “the Contractor”) of the other part.

AND WHEREAS the Employer invited bids from eligible bidders for the execution of certain works, viz “Consultancy Services for ‘**Geotechnical Investigation and Validation of Pavement design for the Aizawl-Tuipang (350 Kms) in the state of Mizoram**’ by the third Party Agency.”

AND WHEREAS pursuant to the bid submitted by the Contractor, vide _____(here in after referred to as the “BID” or “OFFER”) for the execution of works, the Employer by his letter of acceptance dated _____accepted the offer submitted by the Contractor for the execution and completion of such works and remedying of any defects thereon, on terms and conditions in accordance with the documents listed in para 2 below.

AND WHEREAS the Contractor by a deed of undertaking dated ___ has agreed to abide by all the terms of the bid, including but not limited to the amount quoted for the execution of Contract, as stated in the bid, and also to comply with such terms and conditions as may be required from time to time.

AND WHEREAS the contractor has agreed to undertake such works and has furnished a performance security pursuant to clause 33 of the instructions to bidders (Section-I).

NOW THIS AGREEMENT WITNESSETH as follows:

1. Set out below are the terms and conditions under which (_____) has agreed to carrying out the above mentioned assignment specified in the attached Terms of Reference.

2. NHIDCL may find it necessary to postpone or cancel the assignment and/ or shorten or extend its duration. In such case, every effort will be made to inform the firm, as early as possible, notice of any changes. In the event of termination, the (NAME OF CONSULTANTS) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the (NAME OF CONSULTANTS) will provide by NHIDCL with any report or parts thereof, or any other information and documentation gathered under this Agreement prior to the date of termination.

3. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached TOR.

4. This Agreement its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India.

5. This agreement will become effective upon confirmation of this letter on behalf of (NAME OF CONSULTANTS) and will terminate on or such other date as mutually agreed between the (NAME OF CLIENT) and (NAME OF CONSULTANTS)

6. The (NAME OF CONSULTANTS) will be responsible for appropriate insurance coverage. In this regard, (NAME OF CONSULTANTS) shall maintain workers compensation, employment liability

insurance for their staff on the assignment.

The consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of (NAME OF CONSULTANTS) or its staff.

The (NAME OF CONSULTANTS) shall provide the (NAME OF CLIENT) with certification thereof upon request.

7. The (NAME OF CONSULTANTS) shall indemnify and hold harmless NHIDCL against any and all claims, demands, and/or judgments of any nature brought against NHIDCL arising out of the services by the (NAME OF CONSULTANTS) under this Agreement. The obligation under this paragraph shall survive the termination of this agreement.

8. The consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the 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.

9. All reports and other documents or software submitted by (NAME OF CONSULTANTS) in the performance of the services shall become and remain property of the NHIDCL. The consultants may retain a copy of such documents but shall not use them for purposes unrelated to this contract without the prior written approval of the client.

10. The Consultant undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.

11. The Consultant will not assign this Contract or sub-contract or any portion of it without the Client's prior written consent.

12. The (NAME OF CONSULTANTS) shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties in this regard to the deduction of such tax as may be lawfully imposed.

13. The (NAME OF CONSULTANTS) agree that all knowledge and information not within the public domain which may be acquired while carrying out this Agreement, shall be, for all time and for all purpose (except when it is required to be disclosed by law), regarded as strictly confidential and held in confidence, and shall not be directly disclosed to any person whatsoever, except with the written permission of the Executive Director, or any other officer authorized by the Executive Director.

14. Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred to adjudication/ arbitration in accordance with Arbitration & Conciliation Act 1996.

15. In case of abandonment of the work by (NAME OF CONSULTANTS). The Executive Director, NHIDCL will have a right to forfeit the earnest money deposited by the firm

16. All the terms and condition will be strictly followed as per detailed NIT.

Binding Signature of Employer ____

For and on behalf of National Highways & Infrastructure Development Corporation

Binding Signature of Contractor _

For and on behalf of M/s. _____

In the presence of

1. Name :
Address:

2. Name :
Address:

In the Presence of

1. Name:
Address:

2. Name:
Address:

ASSIGNMENT OF SIMILAR NATURE (3rd PARTY Q.C. SERVICES) SUCCESSFULLY COMPLETED IN DURING LAST 5 YEARS

#	Financial Year	Client's Name and Address	Name of Assignment	Brief project description	Date Start of Assignment	Date of close of Assignment	Value (INR) of Work Order	Amount received by the firm
1	2014-2015							
2	2015-2016							
3	2016-2017							
4	2017-2018							
5	2018-2019							

Note:

Please attach certificates from the employer by way of documentary proof

Authorized Signature

ANNUAL TURNOVER FOR CIVIL WORKS

Name of the Bidder: The bidder shall indicate herein his annual turnover from similar work during preceding 5 years based on the audited balance sheet/profit and loss account statement.

Financial Year	Annual Turnover (Rs.)
2018 - 2019	
2017 - 2018	
2016 - 2017	
2015 - 2016	
2014 - 2015	

Note:

1. *Copies of audited balance sheets with profit and loss account of 5 years shall be submitted along with the Technical bid in support of above entries.*
2. *Copies of Income tax return statements to be provided.*

(Statutory Auditor)

COMPOSITON OF THE TEAM PERSONNEL AND THE TASK WHICH WOULD BE ASSIGNED TO EACH TEAM MEMBER

Technical / Managerial Staff

S.No.	Name	Position	Task Assignment

Support staff

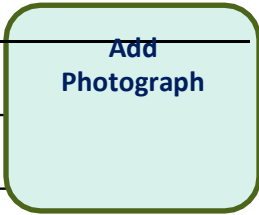
S.No.	Name	Position	Task Assignment

Authorized Signature

SUGGESTED FORMAT OF CURRICULUM VITAE FOR KEY PERSONNELS

1. Proposed Position: _____

2. Name of Firm: _____



3. Name of Staff: _____

4. Date of Birth: _____ Nationality: _____

5. Education: _____

6. *Membership of Professional Associations:* _____

7. Other Training: _____

8. Countries of Work Experience: [*List countries where staff has worked in the last ten years*]: _____

9. Languages [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and*

writing]: _____

10. *Employment Record:*

From [Year]: _____ To [Year]: _____

Employer: _____ Positions held: _____

11. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project: _____

Year: _____

Location: _____

Employer: _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: _____

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

(Authorization letter to be attached as required) (Consultant official seal)

Note- Key Personnel's certificates to be submitted.

LIST OF LAB EQUIPMENT

(To be submitted on Rs. 100/- Non-Judicial Stamp paper)

SI. No	DESCRIPTION	Qty.
1		
2		
3		
4		
5		

TESTING FACILITIES

Testing facilities required in laboratories. Testing frequencies and Tests required to be conducted.

The consultant executing the work should have arrangements for testing facilities and testing equipment should be as per the standards. The Consultant should conduct the tests at the frequencies, before the starting of work, during execution of the work as per IS codes in force.

FINANCIAL PROPOSAL

PRICE BID

Name of the Work: - Consultancy Services for ‘Geotechnical Investigation and Validation of Pavement design for the Aizawl-Tuipang (350 Kms) in the state of Mizoram’ by the third Party Agency.

To be uploaded online in the BOQ given for the subject work. Financial Quote should not be mentioned anywhere in the Technical bid.

Signature, name of the tenderer / authorized Signature

Company Seal

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1. Definitions

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

- a. “Applicable Law” means the laws and any other instruments including rules, regulations and bye-laws] having the force of law in India and state of Andhra Pradesh as they may be notified/issued and in force from time to time.
- b. “Client” or “Employer” means Executive Director, NHIDCL or any authorized authority representing NHIDCL.
- c. “Consultant” means the agency which has entered into contract with NHIDCL to provide 3rd Party QC Services.
- d. “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed
- e. “GC” means these General Conditions of Contract;
- f. “Government” means the Government of Andhra Pradesh as appropriate to the context;
- g. “Local currency” means Indian Rupees;
- h. “Party” means the client, or the Consultants and Parties means both;
- 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;
- j. “SC” means the Special Conditions of Contract by which these General conditions of Contract may be amended or supplemented;
- k. “Services” means the work to be performed by the Consultants pursuant to this contract as described.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3. Language - English

1.4 Notices

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed as indicated in the agreement.

1.5 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 shall be taken or executed by the authorized representative of consultant.

2.0 COMMENCEMENTS, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.

2.1 Commencement of Services

The Consultants shall begin carrying of the services immediately after issue of work order or signing the contract for a period of 2 years.

2.2 Modification.

Modification of the terms and conditions of this contract, including any modification of the scope of the services or of the contract price, may only be made by written agreement between the client and the consultant.

2.3 Force Majeure

2.3.1 The Terms and conditions mutually agreed upon this contract shall be subject to Force Majeure

2.3.2 Neither client nor the consultant shall be considered in default in the performance of its obligations here under for such period, if such performance is prevented or delayed because of war, hostilities, evolution, civil commotion, general strike, epidemic, accident, fire, wind, flood, earthquake or because of any law or order proclamation, regulation or ordinance by any government or of any subdivision thereof or an order by court of law, any act of god and state or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected.

2.3.3 Should one or both the parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of one month, the parties shall consult with each other regarding future implications on this contract.

2.3.4 In the event of force Majeure both parties shall put in their best efforts towards resumption of the works at the earliest and shall put in their best efforts towards mitigating the cost incurred by the other party.

2.4. Termination.

2.4.1. By the client

The client may terminate this contract, by not less than fourteen (14) days written notice of termination to the consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d)

(a) If the consultants do not remedy the failure in the performance of their obligation under the contract, within thirty (30) days of receipt after being notified or within such further period as the client may have subsequently approved in writing.

(b) If the consultants become insolvent or bankrupt.

(c) 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 fourteen (14) days.

(d) If the consultants, in the judgement of the client has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection or in contract execution.

“Fraudulent Practice” means misrepresentation of facts in order to influence a selection process or the execution of contract to the detriment of the client and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition.

1.4.3. Payment upon Termination :

If the contract is terminated because of a fundamental breach of contract by the consultant, all amounts due to the consultants till the date of termination including bid security will be released.

3.0 OBLIGATIONS OF THE CONSULTANTS

3.1 General

Consultancy Services for ‘Geotechnical Investigation and Validation of Pavement design for the Aizawl-Tuipang (350 Kms) in the state of Mizoram’ by the Third Party Agency. Page | 39

The Consultant shall perform the Third-Party Control Services for all works costing more than Rs.1.00 lakhs and above or as specified by the client. The consultants shall perform the services and carry out their obligations hereunder 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 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. The consultant shall take all steps to act in accordance with the agreement of works contract between NHIDCL and works contractor.

3.2 Conflict of Interests

The consultancy fee of the consultants pursuant to clause 5 shall constitute the consultants sole consultancy fee 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 under the contract.

3.3 Confidentiality.

The consultants, and the personnel of either of them shall not, either during the term or within one (1) year after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract, or the client's business or operations without the prior written consent of the client.

3.4 Consultants actions requiring Clients Prior Approval

The Consultant must obtain prior approval from the client

- i) For conducting special tests at any recognized laboratories at no extra cost and owning the responsibility for the correctness of the report
- ii) For engaging any retired / in service Government engineers of Andhra Pradesh.

3.5 Reporting system The Consultants shall submit the test reports with their remarks directly to the client/clients representative as per TOR. The Consultant would collect the information from the project site through detailed formats by carrying out relevant tests and base information along with data will be submitted to the client/ client's representative. All the information, work wise, would be documented in a register.

3.6 Documents prepared by the consultants will be the property of the client. All reports and other documents submitted by the consultants would remain the property of the client.

4.0 CONSULTANTS PERSONNEL

As per the terms of reference adequate manpower would be deputed on the project site to carry out

necessary tests and preparation of reports. The consultant would depute adequate manpower and other resources at respective locations based on work load and specific 41requirement. All the liabilities of manpower working on the project would be with consultant.

5.0 PAYMENTS TO THE CONSULTANTS

The payment to the consultant along with service tax (GST) would be made to the consultant as specified in the payment schedule of TOR.

6.0 SETTLEMENT OF DISPUTES

Any dispute arising out of this contract, which amicably not settled between the parties, to solve it initially same would be presented to the Committee comprising The Executive Director, Chief Engineer, NHIDCL and consultant. If the dispute is not resolved in that case it shall be referred to adjudication/arbitration in accordance with Indian arbitration and conciliation Act 1996.

7.0 Price & Payment Schedule

7.1 Consultancy fee:

The Consultant's fee for the Quality Control services will be paid at the approved rate on the value of work executed at site.

7.2 Goods &Service Tax (GST):

Only Goods and Service Tax (GST) will be paid extra. Any other taxes applicable shall be borne by the consultant only from his consultancy fee. The Consultants would deposit the Goods &Service Tax (as applicable) on receipt of payment to the Government of India and the copy of the remittance challan would be submitted to the NHIDCL as a proof of payment of service tax.

7.3 Payment Schedule:

The Consultant shall raise the invoice duly showing the Consultancy fee and Goods and Service tax separately along with final report certifying the quality of work. The client would make the payment to consultant along with the work bill of Construction Agency.

7.4 Standard deductions:

Mandatory deductions Income Tax, VAT as applicable will be deducted from the consultancy fee and a certificate will be issued to this effect.

8.0 Indemnity:

In case the quality of any work is found inferior during the Quality check by the client's Engineering wing or State Vigilance department or by any authority where the consultants have passed satisfactory remarks in their inspection reports, the entire consultancy fee including Goods & Service Tax (GST) will be recovered from the consultant apart from a penalty of 10% of consultancy fee. The consultancy shall execute indemnity bond to this effect.

9.0 Reporting System

Documentation of yearly work-wise final sets of reports along with photographs taken before, during and after execution with both soft and hard copies in three sets would be submitted to the client after completion of financial year.

10.0 Other Conditions:

10.1 The consultant's reporting shall be of recommendatory nature informing the client about the quality of materials, based on results and field observations.

10.2 The construction schedule of various works for which quality inspection is required will be given to the consultants by the respective Executive Engineer 15 days in advance. The programme of critical activities to be executed for the consequent month will also be given 15 days in advance.

10.3 In case of emergency, consultant will have to submit specific report of that concerned work as indicated by the client.

11.0 Period of Agreement:

Two years from the date of entering into agreement and can be extended to such duration as felt by client from time to time on mutual agreement. However, NHIDCL reserves the right to close the agreement.