

National Highways & Infrastructure Development Corporation Ltd



NAIDCL
BUILDING INFRASTRUCTURE - BUILDING THE NATION
(A GOVERNMENT OF INDIA UNDERTAKING)

REQUEST FOR PROPOSAL (RFP)

“Detailed survey of various roads using Network Survey Vehicle (NSV)”

**[National Competitive Bidding]
(Through E-Bidding Mode)**

**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD
(MINISTRY OF ROAD TRANSPORT & HIGHWAYS, GOVT. OF INDIA)**

3RD FLOOR, PTI BUILDING, 4-PARLIAMENT STREET, NEW DELHI – 110001

May, 2020

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SECTION-I

**NOTICE INVITING BID/TENDER (E-
TENDERING MODE ONLY)**

National Highways and Infrastructure Corporation Ltd
Notice Inviting BID/TENDER
(National Competitive Bidding through e-Tendering mode only)

NHIDCL/Nagaland/NSV/2020-21

Date: 05/05/2020

National Highways and Infrastructure Corporation Ltd. (hereinafter called “the Employer”) invites sealed bids in single stage two cover system i.e. the Technical and Financial Bids on Item Rate Basis for the following work from the experienced firms/organizations excluding those firms who have been declared as non-performing by MoRTH/NHAI/NHIDCL or the firms those are blacklisted/debarred for specified period by MoRTH/NHAI/NHIDCL. :-

Section	Length (In Km)	State/ UT	Duration
Detailed survey of various roads using Network Survey Vehicle (NSV)	As per Annexure-I	As per Annexure-I	2 Years

Cost of Bid Documents (Non-refundable): Rs. 5,000/- + GST @ 12 % at the time of the submission of the Bid proposal, in the form of RTGS (Syndicate Bank A/c 90621010002659)/Demand Draft only in favor of “Managing Director, NHIDCL” payable at New Delhi

2. Date of Publishing is from **05.05.2020**.
3. The complete BID document can be viewed / downloaded from web portal www.eprocure.gov.in from **05.05.2020 to 05.06.2020** (upto 1100 Hrs. IST).
4. Bidder must submit its Technical Bid and Financial bid at <https://eprocure.gov.in> on or before **05.06.2020** upto **1100** hours IST. Bids received online shall be opened on **08.06.2020** (at 11:00 hours IST).
5. Bid documents can be seen at and downloaded from the website www.nhidcl.com and <https://eprocure.gov.in> Bid documents contain qualifying criteria for bidder, specification, bill of quantities, conditions and other details.

Critical Date Sheet

<i>S. No</i>	<i>Desci ption</i>	<i>Period</i>
1.	Date of issue of NIT	05.05.2020
2.	Date of issue of Sale of Tender Documents	05.05.2020 (1700 Hrs)
3.	Date of receipt of pre-bid queries	18.05.2020 (1100 Hrs)
4.	Date of Pre-Bid meeting	18.05.2020 (1100 Hrs)
5.	Date of uploading of reply to the pre-bid queries	21.05.2020 (1100 Hrs)
6.	Date of submission of Tender/Bid (online & hard copy)	05.06.2020 (1100 Hrs)
7.	Date of Opening of Technical Bid	08.06.2020 (1100 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
12	Date of Signing of Agreement	Within 15 days of award of LOA

For any clarification, the following office may be contacted:

Shri Ashok Kumar Jha,
Deputy General Manager (T)
National Highway & Infrastructure Development
Corporation Ltd. 3rd Floor, PTI Building, 4-Parliament
Street, New Delhi – 110001
E-mail: gmnagaland.nhidcl@gmail.com

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

National Highways and Infrastructure Corporation Ltd
Notice Inviting BID/TENDER
(National Competitive Bidding through e-Tendering mode only)

NHIDCL/Nagaland/NSV/2020-21

Date: 30/04/2020

Letter of Invitation

Dear Sir,

Sub: Detailed survey of various roads using Network Survey Vehicle (NSV).

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

Name of the work: Detailed survey of various using Network Survey Vehicle (NSV).

2 Brief Scope of Work

2.1 The scope of services shall comprise (minimum parameter with NSV in each lane, not limited to):

(i) Survey for Inventory of Road;

GPS coordinates, Pavement Type, Pavement Width, Terrain, Land use, Shoulder type and width, Drain Type and Width, Median Type and Width, Wayside Amenities, Crash barrier, Sign-ages etc.

(Note- All inventory items shall be recorded both side of road and Geo-tagged with images)

(ii) Survey for Condition of Road;

Roughness, Rutting, Distresses (cracking, Potholes, Bleeding, Surface failure etc.); (Note- All inventory items shall be recorded for each lane and Geo-tagged)

2.2 The tentative length of Roads in various states are as per Annexure –I. **Further, the minimum length of road for which indent can be issued shall be 30 Km.**

2.3 **Disclaimer- Quantities are indicative and may vary as per requirement at site.**

3. **Time for completion:** The Consultant shall complete and submit the study/detailed report as per scope of work, as and when required by NHIDCL. The Indent for the roads under the jurisdiction of NHIDCL shall be placed as and when needed. **The contract shall be in force for a period of 2 years from signing of the contract agreement.**

4. **Cost of Bid Document:** Rs. 5000/-+12 % GST to be paid in the form of RTGS (Syndicate Bank A/c 90621010002659)/ Bank demand draft in favour of Managing Director, National Highways & Infrastructure Development Corporation Ltd.(NHIDCL) payable at New Delhi.

- 5. Cost of e-tender processing fee:** As per the CPPP norms. The Bidders are requested to visit the website <https://eprocure.gov.in>. The bid document can be downloaded from the <https://eprocure.gov.in>. Corrigendum, if any, would appear on this web site only and shall not be published elsewhere.
- 6.** The intending bidder(s) must read the General Conditions of this contract carefully. He/ She should only submit his/her bid if eligible and in possession of all the documents required.
- 7.** Information and instructions for bidders posted on website shall form part of the bid document.
- 8.** The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and can be downloaded from website <https://eprocure.gov.in> and can also be viewed at www.nhidcl.com.
- 9.** The intending bidder(s) must have valid class-III Digital Signature Certificate to submit the bid.
- 10.** Notwithstanding anything stated above, NHIDCL reserves the right to assess the capabilities and capacity of the bidder to perform the contract in the overall interest of NHIDCL.
- 11.** The bidder(s) is/are required to quote strictly as per the terms and conditions, given in the tender documents and not to stipulate any deviations.
- 12.** NHIDCL reserves the right to reject any or all tenders or cancel/withdraw the invitation for bids without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.
- 13.** Integrity Pact duly signed by the bidder shall be submitted. Any bid without signed Integrity Pact shall be rejected.

14. Set of Tender Documents:

The following documents will constitute the set of tender documents:

- a) Notice inviting e-Tender
- b) RFP
- c) Technical Proposal.
- d) Financial Proposal.
- e) Integrity pact
- f) Bid securing declaration
- g) Demand Draft for cost of documents
- h) Written Power of Attorney of the signatory (whose digital signature certificate is

- used during e-tender submission) of the bidder to commit the bid
- i) 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
 - j) Undertaking for not blacklisted in NHIDCL, NHAI, MoRTH
 - k) Corrigendum, if any
 - l) Other documents, if any

15. Mode of Submission

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

- a) Proof of RTGS (Syndicate Bank A/c 90621010002659)/Demand Draft of any Scheduled Bank towards cost of Bid Document.
- b) Integrity Pact.
- c) Letter of Acceptance of tender conditions in the prescribed format as enclosed in the section IV of RFP.
- d) Power of Attorney
- e) Proof of average turnover of Rs. 2 Crore during past three years in the Infrastructure Consultancy Business/Services.

The envelope containing Technical bid should also indicate clearly the name of the bidder and his/her address. In addition, the left hand top corner of the envelope or container should indicate the name of the work, name of the document in the envelope with bid opening date and time and the addressed to the address mentioned above and shall reach on **05.06.2016 by 1100** hrs. The on line bids shall be opened at **1100 hrs on 08.06.2020**.

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

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

- a) Scan Copy of proof of RTGS (Syndicate Bank A/c 90621010002659)/Demand Draft or Banker's Cheque of any Scheduled Bank towards cost of Bid Document.
- b) Scan Copy of Integrity Pact.
- c) Scan Copy of Letter of Acceptance of tender conditions in the prescribed format as enclosed in the section IV of RFP.
- d) Scan Copy of Power of Attorney
- e) Proof of average turnover of Rs. 2 Crore during past three years in the Infrastructure Consultancy Business/Services.
- f) Scan Copy of Debarment/Enforcement (if any).

- g) Proof of experience
- i) Any other document

16. Before the last date and time of submission of bid as notified, the bidder can submit revised bid any number of times.

Section-II

INSTRUCTIONS TO BIDDERS

1. Proposal Evaluation will be done as given in **Clause 16** under.
2. The bid for the works shall remain open for acceptance for a period of 120 days from the Last date of submission of bid including the extension given, if any. In case any bidder withdraws his/her bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to NHIDCL, then NHIDCL without prejudice to any other right or remedy, would be at liberty to forfeit the said bid security as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process, if any
3. The acceptance of any or all tender(s) will rest with the NHIDCL which does not bind itself to accept the lowest bid and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.
4. On acceptance of tender, the name of the accredited representative(s) of the Consultant Firms who would be responsible for taking instructions from Engineer-in-charge / ED, NHIDCL or its authorized representative shall be intimated within 07 days of the issue of letter of award by NHIDCL.
5. Date of start of work shall be reckoned from the date of letter to proceed.
6. The award of consultancy work, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Award /Letter of Indent, Price Bid, TOR, Conditions of Contract etc. The bidders shall be deemed to have gone through the various conditions while making/preparing their technical & financial proposals & submitting the Bid(s) including site conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of bidder will affect his/her price/rates before quoting their rates.
7. Any entity which has been barred by the MoRT&H, NHAI & NHIDCL from participating in any project, and the bar subsists as on the date of Application, would not be eligible to submit the BID
8. The Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor should have been expelled from any project or contract by any public entity nor should have had any contract terminated by any public entity for breach by such Bidder.
9. The Bidder shall provide details of all their on-going projects along with updated stage of litigation, if so, against the Authority / Governments.

10. The Bidder shall also provide details of updated on-going process of blacklisting if so, under any contract with Authority / Government.

11. The Authority reserves the right to reject an otherwise eligible bidder on the basis of the information provided under clause 24, clause 25 & clause 26. The decision of the Authority in this case shall be final.

12. Introduction

12.1. The Consultant firms are invited to submit Technical bid together with a Financial Bid. Indent for a certain road to be surveyed shall be issued as and when required by NHIDCL till the culmination of contract period of the firm.

12.2 Consultant firms should familiarize themselves with local conditions and take them into account while preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultant firms may visit the site before submitting their proposal. Consultant firms or their authorized representatives should contact the following regarding site specific information and site visit enquiry.

Ashok Kumar Jha,
Deputy General Manager (T)
National Highways & Infrastructure Development Corporation Ltd.
Head Office: 3rd Floor PTI building, 4 Parliament Street
New Delhi-110001
Contact No. No. 011-23461684
[Email: gmnagaland.nhidcl@gmail.com](mailto:gmnagaland.nhidcl@gmail.com)

13.3(a) The NHIDCL will provide the inputs to the consultant firms, if available. However, NHIDCL does not assume any Responsibility for any loss or financial damages on account of use of such information by consultant & consultants are advised to collect their own information for preparation, submission of bids & execution of services after award of work.

(b) The Consultant firms shall be responsible for obtaining licenses and permits to carry out the services.

13.4 Consultant firms shall bear all costs associated with the preparation and submission of their proposals and contract negotiation, site visits etc.

13.5 The NHIDCL is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant firms.

14. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders would not be disclosed to any person not officially concerned with the process. NHIDCL would treat all information submitted as part of the Proposal in confidence and will ensure that all who have access to such material treat it in confidence. NHIDCL would not divulge any such information unless ordered to do so by any Government authority that has the power under law to require its disclosure

15. Clarifications by Bidders

To assist in the process of evaluation of Proposals the Bidder should provide required clarifications. The request for such clarification or substantiation and the response shall be in writing, e-mail or by facsimile. No material change in the substance of the Proposal would be permitted by way of such clarification/substantiation.

16. Criteria for evaluation

Technical:

- (i) The bidder should have done similar individual work of at-least 50 km on an NH/ SH in last 3 years
- (ii) The bidder should possess the documentary evidence of owning the NSV or Lease/Hiring agreement from the firm for providing NSV as and when required.

Financial

- (i) The Average financial turnover of last 3 years should be more than Rs. 2 Crore

17 Bid Evaluation:

- i. The Technical Bid of the Proposal would first be checked for eligibility in terms of the requirements stipulated under section I and II.
- ii. In case the Technical Proposal is found fulfilling the above qualification criteria, the financial proposal of all such technically qualified bidders shall be opened.
- iii. NHIDCL reserves the right to reject the Proposal of a Bidder without opening the Financial Bid if, in its opinion, the contents of the Technical Proposal do not fulfill the requirements of this RFP.
- iv. The Financial Bid would be evaluated and ranked on the basis of the quote submitted by the bidders. The bidder who quotes lowest Financial Bid shall be ranked as L-1 Bidder.

17.1 Criteria for award of work.

- i. Each bidder shall not be awarded work in more than three states.

ii If a bidder wishes not to bid for work in any particular state, They have to input 0 (Zero) value against that particular state in the BOQ .

iii. The priority of award of work shall be as follows:

Priority	State
1	Assam
2	Arunachal
3	Nagaland
4	Manipur
5	Tripura
6	Mizoram
7	Meghalaya
8	UT of Jammu, Kashmir & Ladakh
9	Uttarakhand
10	Sikkim
11	West Bengal

iii If a bidder is declared L1 in more than three states as per the priority of award as mentioned in Para 17.1 (iii), in that case after award of three state to the L1 bidder, the L2 bidder shall be eligible for the award of work for the next state and so on, only if the L2 bidder is ready to work at the rates quoted by the L1 bidder in that state. If the L2 bidder refuses to work at the rate quoted by the L1 bidder, L3 bidder would then become eligible for the award of work at the rate quoted by L1 bidder. This cycle shall be repeated till all the bidders are exhausted.

iv If no other bidder expresses their ability to work at the rates quoted by L1 bidder for the next states and so on, in that case the bids shall be re-invited for the remaining states.

18 Award of Contract

i. Declaration of Successful Bidder

Upon acceptance of the Proposal of the L-1 Bidder, NHIDCL shall declare the L-1 Bidder as the Successful Bidder.

ii. Notification/s

NHIDCL will notify the L-1 Bidder by e-mail or/and by a Letter of Acceptance (LOA) that it's Proposal has been accepted.

iii. NHIDCL's Right to Accept or Reject Proposal

1. NHIDCL reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Contract, without liability or any obligation for such acceptance, rejection or annulment.
2. NHIDCL reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.
3. NHIDCL reserves the right to reject any Proposal if at any time:
 - a. A material misrepresentation made at any stage in the bidding process is uncovered;
 - Or
 - b. The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

19 Letter of Award (LOA) and Execution of Contract Agreement

- i. The Successful Bidder shall execute the Contract Agreement within Two (2) weeks of the issue of LOA there after the Letter of Proceed shall be issued.
- ii. The Consultant shall fully mobilize at site within One (1) week from the date of issue of the Letter of Proceed.

20 Taxes

- a) All taxes, income tax and any other leviable tax (except GST) in connection with the execution of the contract levied by the statutory Authorities/State/Central Govt. of India/State Govt. or any local authorities on the consultant in accordance with the applicable law shall be borne by the consultant and are deemed to be included in their bid price. The tenderers shall note that the Tax Deduction at Source (TDS) as per applicable law shall be made from the payments due/made to the consultants which shall not be reimbursed.
- b) GST as applicable shall be reimbursed by NHIDCL on actual production of receipt of deposit duly authenticated by Chartered Accountant. However,

consultant has to mention GST Number in the invoice, and amount of GST should be shown separately in the bill.

- c) Any enhancement of taxes/duties by the authorities/Government of India/State Government, during currency of this contract shall be borne by the Consultant only, which shall not be reimbursed by NHIDCL.

21 Performance Security/Guarantee

- i. For the due performance of the contract in accordance with the terms and conditions specified, the consultant shall on the day of, or before signing the contract which shall not be later than 10 days from the issue of the "Letter of Award" furnish performance security/Guarantee (on the format prescribed by NHIDCL) from a Nationalized/Scheduled Bank to the extent of 5% of the value of total consultancy fees of consultant. The Bank Guarantee shall remain valid till stipulated time for completion of work plus 180 days.
- ii. The Bank Guarantee shall be in favour of Managing Director, NHIDCL payable at New Delhi. The Bank Guarantee should be (in the prescribed format of NHIDCL as per Section-6D) issued from any Nationalized Bank/Scheduled Bank.
- iii. It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. It is also expressly understood and agreed that the performance security is not to be construed to cover any damages detailed/ stipulated in various clauses in the Contract document.
- iv. The performance security will be discharged by NHIDCL and returned to the Consultancy firms after 6 months of successful completion of the services to NHIDCL.
- v. NHIDCL reserves the right of forfeiture of the performance guarantee in addition to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.
- vi. Should the stipulated time for completion of work for whatever reason get extended, the consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to NHIDCL before the expiry date of the Bank Guarantee originally furnished.

22. Penalty

- i The penalty for delay in submission of report after issuance of indent shall be Rs. 1000 per day to a maximum of 5 % of the indent.
- ii In case of unsatisfactory report, the penalty would be encashment of performance security followed by termination of contract.

SECTION III
QUALIFICATION INFORMATION

Deleted

SECTION IV

FORM OF BANK GUARANTEE, AGREEMENT & LOA

SECTION IVA

FORM OF TECHNICAL PROPOSAL

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

To

Ashok Kumar Jha,
Deputy General Manager (T)
National Highways & Infrastructure Development Corporation Ltd.
Head Office: 3rd Floor PTI building, 4 Parliament Street
New Delhi-110001
Contact No. No. 011-23461684
[Email: gmnagaland.nhidcl@gmail.com](mailto:gmnagaland.nhidcl@gmail.com)

Sub: **Detailed survey of various roads in the State of Nagaland using Network Survey Vehicle (NSV) on Indent and item rate basis.**

Sir,

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

1. I/we are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.
2. I/We have viewed and read the terms and conditions of bid document carefully. I/We have uploaded the scan copy of the following documents forming part of the tender document:
 - a) Proof of RTGS (Syndicate Bank A/c 90621010002659)/Demand Draft of any Scheduled Bank towards cost of Document Fee/Tender cost.
 - b) Form of technical proposal as per Section IV-A.
 - c) Power of Attorney as per Section IVG.
 - d) Integrity pact as per Section IVF.
 - e) Experience Certificate.
 - f) Undertaking for not Black listed as per Section IV-E

Yours faithfully,

(Signature of the
tenderer) With rubber
stamp

Dated: _____

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SECTION IVB
FORM OF FINANCIAL PROPOSAL

To

Ashok Kumar Jha,
Deputy General Manager (T)
National Highways & Infrastructure Development Corporation Ltd.
Head Office: 3rd Floor PTI building, 4 Parliament Street
New Delhi-110001
Contact No. No. 011-23461684
[Email: gmnagaland.nhidcl@gmail.com](mailto:gmnagaland.nhidcl@gmail.com)

Sub: **Detailed survey of various roads in the State of Nagaland using Network Survey Vehicle (NSV) on Indent and item rate basis.**

Sir,

1. In accordance with the Conditions of Contract and Specifications furnished by NHIDCL for execution of the above named works, we the undersigned offer to provide the Project Management Consultancy Services for the work of **Detailed survey of various roads in the State of Nagaland using Network Survey Vehicle (NSV) on Indent and item rate basis** for the amount quoted by us in the uploaded Financial Proposal in accordance with the conditions of the bid document.
2. We undertake, if our Bid is accepted, to commence the Works as soon as possible after the receipt of the notice to proceed and subsequent issuance of indent, and to complete the whole/part of the Works comprised in the Contract within the time stated in the Bid/indent issued to us.
3. We agree to abide by this Bid for 120 days and it shall remain binding upon us and may be accepted at any time before the expiration of that date.
4. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any bid you may receive.

Contd...

Dated this day of, 2020

Signature..... in the capacity of
.....duly authorized to sign bids for and on behalf of
..... (in block letters or typed)

Address:
.....

Witness:

Address:
.....

Occupation:

SECTION IVC
FORM OF AGREEMENT

Name of work:- Detailed survey of various roads in the State of Nagaland using Network Survey Vehicle (NSV) on Indent and item rate basis

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____ 2020 between, on the one hand, National Highways and Infrastructure Development Corporation Limited (NHIDCL) (hereinafter called the "employer") and, on the other hand, _____ Called the "Consultants") (hereinafter

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The Agreement
 - b) Letter of Acceptance
 - c) Addenda to the RFP Document, if any
 - d) Form of Bid duly filled up
 - e) Information to consultancy firm
 - f) Personnel's Job Descriptions and Qualifications of the Supervising Team
 - g) The General Conditions of Contract
 - h) Financial Offer containing Billing Schedule.
 - i) Undertaking for not blacklisted
 - j) Notice Inviting Request For Proposal
 - k) Other Documents as agreed upon
- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract; in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract, and

(b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF

BY _____

Authorized Representative

Witness 1:

Witness 2:

**FOR AND ON BEHALF OF CLIENT
CONSULTANT**

BY _____

Authorized Representative

Witness 1 :

Witness 2:

SECTION IV D
FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

Ashok Kumar Jha,
Deputy General Manager (T)
National Highways & Infrastructure Development Corporation Ltd.
Head Office: 3rd Floor PTI building, 4 Parliament Street
New Delhi-110001
Contact No. No. 011-23461684
[Email: gmnagaland.nhidcl@gmail.com](mailto:gmnagaland.nhidcl@gmail.com)

:

WHEREAS _____
[Name and address of Consultants] (hereinafter called "the consultants") has undertaken, in pursuance of Contract No. ___ dated ___ to provide the services on terms and conditions set forth in this Contract _____ [Name of contract and brief description of works] (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified there in as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

Now thereof we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of-----[Amount of Guarantee]___
_____[In words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ___[amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the consultants or of 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 _____all our liability under this guarantee shall cease.

The Bank Guarantee shall remain valid till stipulated time for completion of work or completion of civil works whichever comes later plus 180 days.

This guarantee shall also be operatable at our New Delhi Branch located at _____, 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.

Signature and Seal of the Guarantor _____In presence of

Name and Designation _____

1. _____

(Name,Signature &
Occupation)

Name of the Bank _____

Address 2. _____

(Name &Occupation)

Date____

Give names of all partners if the Consultants is a Joint Venture.

Note: **Bank Guarantee has been sent to authority's bank through SFMS gateway as per the details below: -**

Name of the Beneficiary	National Highways and Infrastructure Development Corporation Limited
Beneficiary Bank Account No.	90621010002659
Beneficiary Bank Branch	IFSC SYNB0009062
Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
Beneficiary Bank Address	Syndicate Bank, Transport Bhawan, 1st Parliament street, New Delhi-110001

SECTION IVE

UNDERTAKING FOR NOT BLACKLISTED

(On Rs. 100 Stamp Paper duly attested by public Notary)

We do hereby undertake that we have not been blacklisted or debarred by Morth&H, NHAI & NHIDCL and also that none of our work was rescinded by the client during last 5 years and never were we termed Non-Performer by Client due to unsatisfactory performance.

.....

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

SECTION IVF

INTEGRITY PACT FORMAT

(To be executed on plain paper and submitted alongwith Technical Bid/Tender documents for tenders having a value of Rs. 5 cr or above for Consultancy projects and 100 cr. or above for Construction projects. To be signed by the Bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the MoRTH)

This integrity Pact is made at _____ on this _____ day of _____ 2020.

BETWEEN

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

AND

{Name and address of the Firm/Company}, (hereinafter referred to as “The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) for “**Detailed survey of various roads in the State of Nagaland using Network Survey Vehicle (NSV) on Indent and item rate basis**” respectively (hereinafter referred to as the 'Project'). The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

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

for all works covered in the Project.

Article-1: Commitments of the Principal

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

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article – 2: Commitments of the Bidder(s)/ Consultant(s).

The Bidder(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the

following principles during his participation in the tender process and during the contract execution.

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

offences outlined above or be an accessory to such offences.

- (g) The Bidder(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

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

- (1) If the Bidder(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article- 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Consultant(s) from the tender process.
- (2) If the Bidder(s)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.
- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".
- (4) The Bidder(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/

Consultant(s) shall be final and binding on the Bidder(s)/ Consultant(s), however, the Bidder(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.

- (6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Consultant(s) shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Consultant(s) could be revoked by the Principal if the Bidder(s)/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages.

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

Article – 5: Previous Transgressions

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.

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

Article – 7: Criminal charges against violating Bidder(s)/ Consultant(s)

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

Article- 8: Independent External Monitor (IEM)

- (1) The Principal has appointed Shri. Sushil Gupta, CCS (Retd.) as Independent External Monitor (herein after referred to as “Monitor”) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General (Road Development) & Special Secretary.
- (3) The Bidder(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal

including that provided by the Bidder(s)/ Consultant(s). The Bidder(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) with confidentiality.

- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Director General (Road Development) & Special Secretary within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Director General (Road Development) & Special Secretary, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General (Road Development) & Special Secretary has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Article – 9 Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Consultant 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has

been awarded..

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

Article - 10 Other Provisions

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

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

(For & On behalf of the Principal)

(For & On behalf of the Bidder/ Consultant)

(Office Seal)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

SECTION IVG

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Rs. 1000 Stamp paper duly attested by Public Notary) POWER OF ATTORNEY

Know all men by these presents, We_(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. _____(name and residential address) who is presently employed with us and holding the position of __ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the work of **Detailed survey of various roads in the State of Nagaland using Network Survey Vehicle (NSV) on Indent and item rate basis** including signing and submission of all documents and providing information/ responses to NHIDCL in all matters in connection with our Proposal. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the _ day of _____2020

For_ (Name, Designation and Address) Accepted

Signature) (Name, Title and Address of the Attorney) Date : _

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. In case the Proposal is signed by an authorized Director / Partner of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority maybe enclosed in lieu of the Power of Attorney.
4. In case of partnership firm: name and address of principal office of the partnership firm to be provided.
5. The POA must be executed in the name of person whose Digital Signature has been used for uploading the Technical and Financial Proposal.

SECTION IVH

FORM OF LETTER OF ACCEPTANCE

No.

Dated

To

M/s.....

Sub: Detailed survey of Road using Network Survey Vehicle (NSV) in the State of Nagaland.

Sir,

Based on your bid submitted on in compliance of bidding document of NHIDCL for execution of the work of Detailed survey of Road using Network Survey Vehicle (NSV) in the State of Nagaland., 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 plus additional security in the form detailed in ITB for an amount equivalent to **Rs..... (Rupees in words...)** within 10 days as per provisions 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)

SECTION V

CONDITIONS OF CONTRACT

&

TERMS OF REFERENCE (TOR)

GENERAL CONDITIONS OF CONTRACT

1. Definitions

- i. "NHIDCL" means **the Managing Director, NHIDCL and his successors**
- ii. Engineer –in – charge / "Shall be Nominated by NHIDCL" shall mean the person from NHIDCL, who may appoint his/their authorized representative at site who will be administrating the contract, certifying payments, issuing and valuing variations to the contract, awarding extension of time and valuing compensation of events as per the directions of NHIDCL.
- iii. "Contract", "Consultancy Contract", "Consultancy Contract/Services" means the contract between NHIDCL and the Consultant consisting of this Contract and the documents listed therein.
- iv. "Consultant" means the Consultant who may be engaged for the NSV consultancy work.
- v. "Department", "Employer" means NHIDCL or its authorized representative.

2. **Communications between parties**, which are referred to in the conditions, are effective only when in writing or by E-mail.

3. Time of Completion

1. The period of service for shall be 2 years.
2. Extra time for any additional work/ works involved or delay due to any extreme weather conditions or delay due to any other reasons which are not in the control of contract only may be allowed for time extension.

4. Law Governing Contract

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

5. Taxes and Duties

The consultant shall pay their own taxes of all kinds including corporate income taxes and personnel income taxes, duties, fees, levies and other impositions in connection with providing the services under this contract. The GST, as applicable, shall be paid on reimbursement basis.

6. Effectiveness of contract

This contract shall come into force and effect on the date (the "Effective Date") of the Client's notice of award of contract to the Consultants.

7. 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.

8. Liability to the Consultants

The consultants shall be liable to the Client for the performance of the services in accordance with the provisions of this contract and for any loss suffered by the Client as a result of a default of the Consultants in such performance, subject to the following limitations:

- a) The Consultant shall not be liable for any damage or injury caused by or arising out the act, neglect, default or omission of any persons other than the consultants, its sub- consultants or the Personnel of either of them, and
- b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the consultants had no control.

9. Indemnification of the Client by the Consultants

The Consultants shall keep the client, both during and after the term of this contract, fully and effectively indemnified all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including but not limited to, legal fees and expenses, suffered by the client or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract of the consultants or their sub-consultants, or the personnel or agent of either of them, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

10. Indemnification of the Consultants by the Client

The Client shall keep the Consultants, both during and after the term of this Contract, fully and effectively indemnified all losses, damage, injuries, deaths, expenses, actions, proceedings, costs and claims, including but not limited to, legal fees and expenses, suffered by the Consultants or any Third Party where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract of the Client or his employees or agents.

11. Payment to the consultant

Payment will be made on completion of each indent and subsequent submission of Invoices/Bills in duplicate to the engineers. Price of services as quoted by the consultant in the "Financial Proposal" which has been finally accepted by the employer shall be the basis of payment.

12. Reporting Requirement

The Consultant shall maintain a record of manpower engaged in the survey work along with the equipment deployed. Report shall be submitted as and when the indent raised has been completed. The Consultant shall also submit the Data, images and videos from all surveys and investigations conducted for the work n soft as well as hard copy.

13. Expiration of Contract

Unless terminated earlier pursuant to Clause 16 of GCC hereof, this Contract shall expire when all the services and project have been completed in all respect and all payments have been made at the end of such time period.

14. Force Majeure

14.1 Definition

- (a) For the purpose 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), lockdown due to corona virus infection, confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such Party’s Sub- consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

14.2 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.

14.3 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.

14.4 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.

14.5 Payments

Payments shall be made to the consultant in the account as forwarded by the authorized signatory of the consultant.

14.6 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.

15. 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.

16. Termination

16.1 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 (g) of this Clause GC 14.1 terminate this Contract.

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 19 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 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 GC 16 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.
- (g) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, 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 Borrower of the benefits of free and open competition.

16.2 By the Consultants

The Consultant may, by not less than thirty (30) days’ 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 GCC 16.2 , 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 18 hereof within sixty (60) 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 sixty (60) 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 Consultants 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 16 hereof.

16.3 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 16.1 or 16.2 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.

16.4 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 16.1 or 16.2 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):

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination;

- (b) reimbursable expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) through (d) of the Clause GCC 16.1 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

17 Fairness and Good Faith

17.1 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.

17.2 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 GCC 18 hereof.

18. Settlement of Disputes

18.1 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.

18.2 Dispute Settlement

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter :

- 18.2.1 If the Consultant considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract of carrying out of the work to be unacceptable, he shall promptly within 15 days request the Executive Director, NHIDCL or equivalent, in writing for the written instructions or decision. Thereupon, the Executive Director or equivalent, shall give his written instructions or decision within a period of one month from the receipt of the consultant's letter.
- 18.2.2 If the Executive Director, NHIDCL or equivalent fails to give his instructions or decision in writing within the aforesaid period or if the consultant is dissatisfied with the instructions or decision of the Executive Director or equivalent, the consultant may, within 15 days of receipt of the Executive Director or equivalent's decision, appeal to the Director (Technical) or equivalent, who shall afford an opportunity to the consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Director (Technical) or equivalent shall give his decision within 30 days of receipt of the representation of the consultant failing which matter can be taken with the Managing Director NHIDCL for final decision
19. The Client (or Employer) may inspect and review the progress of works and may issue appropriate directions to the Consultant / members of the supervision team for taking necessary action. NHIDCL may also undertake Third Party Audit or otherwise test check the quality and quantity of the materials brought to the site for use in the permanent works and may also test check the quantity, quality and workmanship of the work executed as and when required.
20. Conflict of interest
- i. Applicants shall not have a conflict of interest (the "Conflict of Interest") that affects the RFP Process. Any Applicant found to have a Conflict of Interest will be disqualified. A Applicant may be considered to have a Conflict of Interest that affects the RFP Process, if:
 - ii. Such Applicant (or any constituent thereof) and any other Applicant (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Applicant or a constituent thereof in the other Applicant (s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or
 - iii. A constituent of such Applicant is also a constituent of another Applicant; or
 - iv. Such Applicant receives or has received any direct or indirect subsidy from any other Applicant, or has provided any such subsidy to any other Applicant; or
 - v. Such Applicant has the same legal representative for purposes of this Proposal as any other Applicant; or

- vi. Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Applicant; or such Applicant has participated as a consultant to NHIDCL in the preparation of any documents, design or technical specifications of the Project.
- vii. The lowest found bidder will not participate in main project tendering directly or indirectly or firm (which should not be in conflict of interest). In this regard an undertaking is to be submitted by the consultant

22 Variation: In case the total length of project increase/ decrease up to 25% of indicative length given in the RFP: **No change in quoted rate**

Special conditions of contract

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" 1.2 The language is: **English**

1.3 The addresses are:

For the Client: Managing Director

**National Highway & Infrastructure Development Corporation Ltd. PTI
Building, 3rd Floor , 4, Parliament Street, New Delhi-110001**

Attention :

**Deputy General Manager (Technical)
National Highway & Infrastructure Development Corporation Ltd. PTI
Building, 3rd Floor , 4, Parliament Street, New Delhi-110001 Ph. -011-
23461684**

[Email: gmnagaland.nhidcl@gmail.com,](mailto:gmnagaland.nhidcl@gmail.com)

For the Consultants:

Attention: Name

Designation

Address

Tel: Fax: E-mail address

1.4 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.

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

1.6 The Authorized Representatives are:

For the Client: (--)

Managing Director, NHIDCL (--)

For the Consultant: Name

Designation

1.7 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 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 "Two years" or such other time period as the parties may agree in writing.

3 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.

3.1 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. 10 Lakh for the period of survey work

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

(ii) The Consultant will maintain at its expense PLI including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, **(A)** For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR

(B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of **(A) or (B) is higher**.

- iii) The policy should be issued only from an Insurance Company operating in India.
- iv) The policy must clearly indicate the limit of indemnity in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy” (AOP) and in no case should be for an amount less than stated in the contract.
- v) 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.

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

1. The account is: As provided by the Consultant.

6 ARBITRATION

The procedure for arbitration will be as follows:

- (a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Secretary General of Indian Road Congress.
- (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Secretary General of Indian Road Congress shall appoint the arbitrator. A certified copy of the order of the Secretary General of Indian Road Congress making such an appointment shall be furnished to each of the parties.

- (c) Arbitration proceedings shall be held at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties.
- (e) The cost and expenses of Arbitration proceedings will be borne equally by both parties in accordance with the following fee structure (the signing of the contract shall be the acceptance of the fee structure given below by both the parties):

Sl. No.	Particulars of fee and other charges	Schedule Amount payable per Arbitrator/ per case
1.	Arbitrator fee	Rs.15,000/- per day subject to a publishing the Award within 12 months. 12 months will be reckoned from the date of first meeting.
2.	Reading Charges	Rs.15,000/-
3.	Secretarial Assistance and Incidental Charges (telephone, fax, postage etc.)	Rs.20,000/-
4.	Charges for Publishing/ declaration of the Award	Maximum of Rs.20,000/-
5.	Other expenses (As per actual 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, AC car by road. (i) Up to Rs.15,000/- per day (metro cities) (ii) Up to Rs.7,000/- per day (other cities) (iii) Rs.3,000/- per day own arrangement)
6.	Local Travel	Rs.1,500/- per day
7.	Extra charges for days other than hearing / meeting days (maximum for 2 days)	Rs.3,500/- per day
Note: Lodging, boarding and traveling expenses shall be allowed only for those members who are residing 100kms. Away from place of meeting. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities.		

However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings shall be borne by each party itself.

- (f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

TOR

Subject Detailed survey of various roads in the State of Nagaland using Network Survey Vehicle (NSV) on Indent and item rate basis.

Terms of Reference for Services (TOR)

1 General

1.1 National Highways & Infrastructure Development Corporation Limited (NHIDCL) has decided to conduct a detailed survey of various roads in the State of Nagaland using Network Survey Vehicle (NSV) on Indent and item rate basis

1.2 Consultant shall carry out survey & investigation in close association with representative of the client and any person seemed necessary for the project.

2. Scope of Services

The scope includes survey of road with help of Network Survey as per LOA.

2.1. Data to be collected with means of Network Survey Vehicle

(i) Survey for Inventory of Road;

GPS coordinates, Pavement Type, Pavement Width, Terrain, Land use, Shoulder type and width, Drain Type and Width, Median Type and Width, Wayside Amenities, Crash barrier, Sign-ages etc.

(Note- All inventory items shall be recorded both side of road and Geo-tagged with images)

(ii) Survey for Condition of Road;

Roughness, Rutting, Distresses (cracking, Potholes, Bleeding, Surface failure etc.); (Note- All inventory items shall be recorded for each lane and Geo-tagged)

2.2 The consultant shall implement the tasks as listed below:

(i) Preparation of detailed work plan, including time schedule and required equipment

(ii) Negotiation with land owners and/or relevant organizations for permission to enter and conduct the Works in their lands

(iii) Preparation, mobilization, transportation, setting and/or dismantling of equipment, tools, and materials;

(iv) Videography of the length surveyed.

2.3. Deliverables.

On completion of the Works, the consultant shall prepare survey report and submit it to the ED(P). The survey report shall be prepared in English, in proper forms. The report shall include the followings

1.Inventory survey

- (i) GPS coordinates of the road.
- (ii) Pavement Type of the existing pavement
- (iii) Pavement Width
- (iv) Terrain
- (v) Land use (Dry or Wet)
- (vi) Shoulder type and width
- (vii) Drain Type and Width
- (viii) Median Type and Width
- (ix) Wayside Amenities
- (x) Crash barrier
- (xi) Sign-ages
- (xii) Any other feature

2. Survey for Condition of Road

- (i)** Roughness
- (ii)** Rutting
- (iii)** Distresses (cracking, Potholes, Bleeding, Surface failure etc.)

(Note- All inventory items shall be recorded for each lane and Geo-tagged)

3.1 The consultant shall submit one **(1)** hard copy and soft copy (original data of MS-Word/Excel and CAD) of the report to the client

4 General

4.1 Standards and Codes of Practices

1. All activities related to field studies and documentation shall be done as per the latest guidelines/ circulars of MoRT&H and relevant publications of the Indian Roads Congress (IRC) and Bureau of Indian Standards **(BIS)**. For aspects not covered by IRC and BIS, international standard practices, such as, British, Japanese or American Standards may be adopted. The Consultants, upon award of the Contract, may finalise this in consultation with NH1DCL and reflect the same in the inception report.
2. All notations, abbreviations and symbols used in reports, documents and drawings shall be as per IRC: 71-1977.

5. Time period for the service

- (i) Time period envisaged for the study of the project is indicated LOI. The final reports and documentation shall be completed within this time schedule.

6. Project Team and Project Office of the Consultant

- (i) The Consultants shall be required to form a multi-disciplinary team for this assignment. The consultants Team shall be manned by adequate number of experts with relevant experience in the execution of similar assignments.
- (ii)** Deleted.

7. Report to be submitted by the Consultant to NHIDCL

7.1 All reports, documents and drawings are to be submitted separately for each of the Sub-section of the Project Road. The analysis of data and the design proposals shall be based on the data derived from the primary surveys and investigations carried out during the period of assignment. The sources of data and model relationships used in the reports shall be indicated with complete details for easy reference.

7.2 Project preparation activities will be split into three stages as brought out below.

Stage 1 : Inception Report

Stage 2: Survey report on Indent basis

Stage 3: Consolidated report

7.3 The report shall be submitted in a period of 30-60 days from the issue of indent depending upon length of road to be surveyed. Accordingly, the time line is as follows:

S. No	Length of road to be surveyed.	Timeline
1	0-50	30 Days
2	50 and above	60 days

8. Reports and Documents to be submitted by the Consultant to NHIDCL

- (i) The Consultant shall submit to the employer, the reports and documents in bound volumes (and not spiral binding form) after completion of each stage of work in the number of copies as sought by NHIDCL, limited to maximum of 5. Further, the reports shall also be submitted in floppy diskettes /CD's in addition to the hard copies. Consultant shall submit all other reports mentioned specifically in the preceding Paras of the TOR
- (ii) The time schedule for various submissions prescribed at Sl.No.7.3 above shall be strictly adhered to. No time-over-run in respect of these submissions will normally be permitted. Consultant is advised to go through the entire terms of reference carefully and plan his work method in such a manner that various activities followed by respective submissions as brought out at Sl.No.7.2 above are completed as stipulated. Consultant is, therefore, advised to deploy sufficient number of supporting personnel, both technical and administrative, to undertake the project preparation activities in construction package (Section) simultaneously.

Stage -1

8.1 Inception Report (IR)

The report shall cover the following major aspects

- (i) Project appreciation
- (ii) Detailed methodology to meet the requirements of the TOR finalised in consultation

with the NHIDCL officers; including scheduling of various sub-activities to be carried out for completion of various stages of the work; stating out clearly their approach & methodology for project preparation after due inspection of the entire project stretch and collection/ collation of necessary information.

- (iii) Task Assignment and Manning Schedule;
- (iv) Work programme on issuance of indent.
- (v) Proforma for data collection
- (vi) Key plan and Linear Plan
- (vii) Development plans being implemented and / or proposed for implementation in the near future by the local bodies and the possible impact of such development plans on the overall scheme for field work and design for the stud
- (viii) Quality Assurance Plan (QAP) Finalized in consultation with NHIDCL
- (ix) Deleted.

STAGE 2

8.3 Based on the Indent issued by NHIDCL, the consultant shall be asked to conduct survey using the network survey vehicle and submit their report clearly outlining the information as sought by NHIDCL. The time period for conducting the survey shall be a period of 10 days from the issuance of the Indent and 10 days for compilation of report and submitting the same to NHIDCL. The survey shall consist of the following:

S. No	Item	Description
1	Inventory Survey	Survey for Inventory of Road for GPS coordinates, Pavement Type, Pavement Width, Terrain, Land use, Shoulder type and width, Drain Type and Width, Median Type and Width, Wayside Amenities, Crash barrier, Signages etc.
2	Survey for Condition of Road	Survey for Condition of Road Roughness, Rutting, Distresses (cracking, Potholes, Bleeding, Surface failure etc.); (Note- All inventory items shall be recorded for each lane and Geo-tagged)

STAGE-3

8.4 Final consolidated Report

A Final Consolidated report of the length surveyed shall be submitted to NHIDCL after the completion of the period of the service.

9. Interaction with NHIDCL

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

individually or collectively to acquaint themselves with the field investigation and survey works

- (iii) The consultant shall be required to send 3 copies of concise monthly Progress Report by the 5th day of the following month to the designated officer at his Head Quarter so that progress could be monitored by the NHIDCL. These reports will indicate the dates of induction and de-induction of various key personnel and the activities performed by them. Frequent meetings with the consultant at site office or in Delhi are foreseen during the currency of project preparation
- (iv) All equipment, software and books etc. required for satisfactory services for this project shall be obtained by the Consultant at their own cost and shall be their property.

10. Payment Schedule

Sl. No	Description	Payment	Duration
1	Inception Report/QAP	-	15 days from issue of Letter to proceed
2	Survey Report on Indent Basis	95 % (Payment shall be made on Per Km Basis at the rate quoted by the consultant, for the length indicated on the indent. 5 % of every bill shall be retained and released at the end after submission of Final consolidated Report)	On specified in the indent.
3	Final Project Report	5 %	15 days

11. Data and Software

- (i) The pen drive/CD's containing all basic as well as the proposed data from all field studies and investigations, report, appendices, annexure, documents and drawings shall be submitted to NHIDCL at the time of the submission of the final Report.
- (ii) Software: The Consultant shall also hand-over to NHIDCL floppies/CD's containing any general software including,--the-financial-model which has been specifically developed for the project.
- (iii) The pen drive/CD's should be properly indexed and a catalogue giving contents of all DVD's/CD's and print-outs of the contents should be handed over to NHIDCL at the time of submission of the Final Report.

12. Requirement of suitable Key Personnel

Required as per scope of work. Consultant shall engage required Personnel as per Standard Engineering Practice. Basic Requirement is as below:

S. No	Designation	Qualification & experience
1	Highway Engineer	B.Tech/BE in Civil with at-least 10 years experience
2	Survey Engineer	B.Tech/BE in Civil with at-least 5 years experience
3	Software specialist	B.Tech/BE/PG Diploma in IT with at-least 3 years experience

13. Additions, Alterations & Variation.

In case the total length of project increases/ decreases up to 25% of indicative length given in the RFP: **No change in quoted rate**

14. Taxes

- a) All taxes, income tax and any other leviable tax (except Service Tax) in connection with the execution of the contract levied by the statutory Authorities/State/Central Govt. of India/State Govt. or any local authorities on the consultant in accordance with the applicable law shall be borne by the consultant and are deemed to be included in their bid price. The bidders shall note that the Tax Deduction at Source (TDS) as per applicable law shall be made from the payments due/made to the consultants which shall not be reimbursed.
- b) The GST as applicable shall be reimbursed by NHIDCL on actual production of receipt of deposit duly authenticated by Chartered Accountant. However, consultant has to mention Service Tax Number in the invoice, and amount of Service Tax should be shown separately in the bill
- c) Any enhancement of taxes/duties by the authorities/Government of India/State Government, during currency of this contract shall be borne by the Consultant only, which shall not be reimbursed by NHIDCL.

15. Performance Security/Guarantee

- 16.1 For the due performance of the contract in accordance with the terms and conditions specified, the consultant shall on the day of, or before signing the contract which shall not be later than 10 (ten) days from the issue of the Letter of Award, furnish performance security/Guarantee on the Pro-forma prescribed by NHIDCL from a Nationalized/Scheduled Bank to the extent of 5% of the value of total consultancy fees of consultant. The Bank Guarantee shall remain valid till stipulated time for completion of work plus 200 days.
- 16.2 The Bank Guarantee shall be in favour of NHIDCL, payable at New Delhi. The Bank Guarantee should be (in the prescribed format of NHIDCL as per Section-6) issued from any Nationalized Bank and shall be transmitted online through SFMS gateway to NHIDCL banker.
- 16.3 It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. It is also expressly understood and agreed that the performance security is not to be construed to cover any damages detailed/ stipulated in various clauses in the

Contract document.

- 16.4 The performance security will be discharged by NHIDCL and returned to the Consultancy firms after 100 days of successful completion of the services to NHIDCL and statutory bodies.
- 16.5 NHIDCL reserves the right of forfeiture of the performance guarantee in addition to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.
- 16.6 Should the stipulated time for completion of work for whatever reason get extended, the consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to NHIDCL before the expiry date of the Bank Guarantee originally furnished.

17. Determination or Rescission of Agreement

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

- i. If the consultants being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.
- ii. If the consultants commit breach of any of the terms of agreement. When the consultants have made themselves liable for action under any of the clauses aforementioned, the NHIDCL shall have powers:
 - a) to determine or rescind the agreement.
 - b) to engage another consultant(s) to carry out the balance work at the risk and cost of the consultant and debiting the consultant(s) the excess amount, if any, so spent.

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

18. Withholding and Lien of Payment

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

19. Jurisdiction

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

Annexure-I

S. No	State	Length
1	Arunachal Pradesh	769
2	Assam	941
3	UT of Jammu & Kashmir & ladakh	406
4	Manipur	1318
5	Meghalaya	211
6	Mizoram	848
7	Nagaland	653
8	Sikkim	255
9	Tripura	836
10	Uttarakhand	105
11	West Bengal	41

Format for Indent

File No. _____

Dated: XX.XX.XXXX

To,

The Authorized Representative,
[Name of Consultancy]
[Address]

Sub: Detailed survey of various roads in the State of Nagaland using Network Survey Vehicle (NSV) on Indent and item rate basis.

Sir,

1. Please refer to the subject work. In this regard, you are requested to survey the below mentioned stretch with NSV:

S. No	Name of Road	Type of Survey (Inventory or condition)	(Chainage)		Total Km
			From	To	
1					
2					

2. The timeline for completion of survey and submission of report shall be _____ days from the issue of this indent.

3. The value of work as per contract agreement is Rs. _____ (Rupeesin words)

4. You are requested to submit the invoice after completion of work and submission of report.

5. This is for your kind information further necessary action please.

Yours sincerely,

Name of the RO, Kohima

Designation

NHIDCL