



Tender Reference Number:
RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024

**[Highway Design Sub-Unit]
Highway Vertical**

TENDER

For

OTHER (NON-CONSULTANCY) SERVICES

EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

APRIL 2024

RITES Limited
(Navratan Company, Government of India)

[Highway Design Sub-Unit, Highway Vertical
4th Floor, Right Wing, Shikhar, Plot No. 1, Sector 29
Gurugram, Haryana (INDIA) – 122001]

241740/2024/HW DSGN EIA, EMP and O&M Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Tender Document

**Tender Reference Number:
RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024
For Procurement of Other (Non-consultancy) Services**

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Section I: Notice Inviting Tender (NIT)

1. Notice Inviting Tender (NIT)

The RITES Limited (Referred to as Procuring Entity in this document herein after) through General Manager Highway Design Unit, RITES Limited invites proposals (hereinafter referred as the ‘bid(s)’) for entering into a contract for the delivery of Other (Non-consultancy) Services (hereinafter referred to as ‘the Services’) for *“Environment Impact Assessment / Environmental Management Plan including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam.*

This Tender Document, reference number, RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024 (hereinafter referred to as ‘the Tender Document’), gives further details.

2. The Tender Document

2.1. Bidders must read the complete ‘Tender Document’

This NIT is an integral part of the Tender Document and serves a limited purpose of invitation and does not purport to contain all relevant details for submission of bids. ‘Tender Information Summary’ (TIS) appended to this notice gives a salient summary of the tender information. Any generic reference to NIT shall also imply a reference to TIS as well. However, Bidders must go through the complete Tender Document **including Correction Slips (if any)** for details before submission of their Bids.

2.2. Availability of the Tender Document

The Tender Document **including Correction Slips (if any)** shall be published on the e-Procurement Portal. **The Correction Slips (CSs) are also available on RITES website www.rites.com and may be referred to by the bidders/consultants.** It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in TIS. Unless otherwise stipulated in TIS, the downloaded Tender Document is free of cost. If the Procuring Entity happens to be closed on the deadline for submitting the bids as specified above, this deadline shall not be extended. Any query/ clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to the Help Desk (contact details given in TIS).

2.3. Clarifications

A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from Office/ Contact Person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS (or if not mentioned, before 7 days of the deadline for the bid submission). This deadline shall not be extended in case of any intervening holidays.

3. Eligibility Criteria for Participation in this Tender

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the ‘Eligibility’ and ‘Qualification criteria. Bidder should meet the following eligibility criteria as of the date of his bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfilment of Eligibility Criteria in Form 1.2 (Eligibility Declarations). Bidder unless otherwise stipulated in TIS/ AITB:

- 1) must be:

- (a) a natural person, private entity, public entity (State-owned enterprise or institution),
- (b) unless permitted explicitly in TIS/ AITB, not be (or proposes to be, a Joint Venture/ Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C).
- (c) a provider of the Other (Non-consultancy) Services offered with valid registration regarding GSTIN, PAN, EPF, ESI, Labour, Private Security Agencies, as applicable to the subject Services.
- 2) must:
- (a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of aforesaid reasons.
- (b) (Including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract):
- i) Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes; and/ or
- ii) Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:
- offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
 - offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
 - suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
- iii) Not have changed its name or created a new “Allied Firm”, consequent to having declared ineligible/ suspended/ blacklisted/ banned/ debarred as above.
- iv) Not have an association (as a bidder/ partner/ director/ employee in any capacity)
- of any retired Manager (of Gazetted Rank) or any retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.
 - of the near relations of executives of Procuring Entity involved in this Tender Process
- (c) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition
- 3) must fulfil any other additional eligibility condition, if any, as may be prescribed, in Tender

Document.

- 4) must provide such evidence of their continued eligibility to the Procuring Entity if so requested as detailed in ITB clause 3.2.
- 5) only Class-1 Local Suppliers shall be eligible.
- 6) from specified countries having land borders with India (but not in development partnership with India) shall be eligible subject to certain conditions as detailed in the ITB-clause 3.3.
- 7) only those bidders/contractors, who commit themselves to Integrity Pact as per details in Clause 6(5) herein under, would be a preliminary qualification. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be non-responsive bid and shall be rejected straight away.
- 8) Joint Ventures are not Permitted.

4. Purchase Preference Policies of the Government

As detailed in the Tender Document, the Procuring Entity reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.).

5. Pre-bid Conference: DELETED

6. Submission of Bids:

- 1) Bids must be uploaded till the deadline for submission mentioned in TIS. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended.
- 2) Unless otherwise specified, in TIS, originals (or self-attested copies of originals – as specified therein) of specified scanned uploaded documents must be physically submitted sealed in double cover and acknowledgement be obtained before the bid submission deadline at mentioned venue. Failure to do so is likely to result in the bid being rejected. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue.
- 3) No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
- 4) Bidders shall submit the Bid Security/EMD as per Cl. 9.4 of ITB Bid Security/EMD shall be drawn in favour of the authority stipulated in Tender Information Summary (TIS). Bids not complying with these provisions shall be rejected.
- 5) **Integrity Pact: Not Applicable**
 - i) If so indicated, in the TIS/ AITB, all Bidders shall have to sign the Integrity Pact with the Procuring Entity as per 'Form (T-8/1,T-8/2,T-8/3): Integrity Pact'. Bids without a signed Integrity Pact shall be rejected. Entering into this Pact would be a preliminary qualification. Any bid (for which integrity pact is applicable) not accompanied by Integrity Pact duly signed

by the bidder shall be considered to be a non-responsive bid and shall be rejected straight away.

- ii) Unless otherwise indicated in the TIS; the Bidder is required to enter into an Integrity Pact (Enclosed as Form T-8/1, T-8/2 & T-8/3) with the Employer/Principal. The Integrity Pact (Form T-8/1 & T-8/3) duly signed by the Authorized representative of RITES Limited./RITES Limited. for and on behalf of Supplier as its Agent/Power of Attorney Holder, is enclosed herewith. Bidder shall take out the printout of the Integrity Pact (Form T-8/1, T-8/2 & T-8/3), sign on each page by authorized signatory of Bidder/Lead Member of JV and duly witnessed, scan and submit/upload the same along with the Bid. In case of failure to submit the Integrity Pact, as prescribed herein, duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.

(Note: - The integrity pact (Form T-8/1 & T-8/3) signed by the authority competent to sign the contract agreement on behalf of RITES will be uploaded as part of the tender document)

- iii) The provision of this Clause 6 (5) – Integrity Pact (IP), shall be applicable only when so provided in Clause 6 (5A) below which will also stipulate the names, addresses and e-mail ids of the Independent External Monitors as well as the Name, designation, address and e-mail id of the official nominated by the RITES to act as the Liaison Officer between the Independent External Monitors and Procuring Officer as well as the Bidder/Consultant.

5.A: Whether Clause 5 (Integrity Pact) shall be applicable: No

In case Integrity Pact is applicable, (When estimated cost of services put to tender is Rs.1.5 crores or more), the following Independent External Monitors who have been appointed by the Central Vigilance Commission, shall monitor implementation of IP:

Name, Address, and e-mail ID of IEM 1: Not Applicable

Name, Address, and e-mail ID of IEM 2*: Not Applicable

** In case two IEMs are in place in RITES, the names and addresses of both IEMs are to be mentioned; otherwise, name and address of the sole IEM may be mentioned.*

Complaints arising from tendering process shall be, as far as possible, referred to both the IEMs for their joint investigation and recommendation or to the sole IEM as the case may be. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of complaints. Consent of the IEM(s), who may not be available, shall be taken on record.

Name, Designation, Address, and e-mail ID of RITES' Liaison Officer

5.B The Guidelines on Banning of Business Dealings as per **Annexure T-8A** are applicable to all Tenders/contracts whether Integrity Pact is applicable as per Clause 5.A above or not.

If business dealings with the Bidder have been banned as per “The Guidelines on Banning of Business Dealings” as per Annexure T-8A, then such a Bidder/contractor individually and also any Joint Venture wherein such Bidder/consultant is a member, will not be eligible during the period till such ban is in force to participate in tenders of any work(s) which may be invited by RITES. In case the Bidder/contractor is a Joint Venture, the JV as well as all members of the JV individually or as member(s) of any other Joint Venture (JV) will not be so eligible. In case the Bidder/consultant is a company then, in addition to the aforesaid provisions, the

EIA/EMP and GIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Associate Companies and Subsidiary Companies (as defined under Companies Act, 2013), of the company with whom Business Dealings have been banned, will also not be eligible”.

7. Bid Opening

Bids received shall be opened online at the specified date and time given in TIS. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

8. Disclaimers and Rights of Procuring Entity

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to:

- (a) reject any or all of the Bids, or
- (b) cancel the tender process; or
- (c) abandon the procurement of the Services; or
- (d) issue another tender for identical or similar Services

Note: For further details, please refer to appended TIS and the complete Tender Document.

EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Appendix to NIT: Tender Information Summary

(Ref ITB-clause 1.4)

Tender Information Summary (TIS)			
1.0 Basic Tender Details			
Tender Title	Other (Non-consultancy) Services [EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam]		
Tender Reference Number	RITES/HW/PWRD Assam / EC /RT300-00084/EIA/2024	Tender ID	As Generated through CPC Portal
Tender Type	Open Tender - Domestic	Form of Contract	Lumpsum form of BoQ/Contract
Tender Category	Services	No. of Covers	Single Cover
Bidding System	Single Stage	Price Structure	Lump sum
e-Reverse Auction to be held after financial bid opening (See AITB also in case of Yes)		No	
the Procuring Organization:	RITES Limited	The Procuring Entity:	RITES Limited
Authority on whose behalf Tender is invited	RITES Limited	Through	General Manager, Highway Design Unit, Highway Vertical
Tender Inviting Authority (TIA)	General Manager, Highway Design Unit, Highway Vertical	Address	4 th Floor, Shikhar, Plot No 1, Sector 29, Gurugram 122001
Appointing Authority for Arbitration	Vertical Head, Highway Vertical		
2.0 Requirement Details (ITB Clause 5.0)			
Contract Period:	180 days	Consignee/ State:	Guwahati, Assam
Schedule	As per Price Schedule defined in Financial Bid		
Service Details:	Environment Impact Assessment (EIA) / Environmental Management Plan (EMP) and Social Impact Assessment (SIA) Studies including necessary assistance in obtaining Project Clearances for respective authorities.		
3.0 Critical Dates (ITB-clause 7.0; 8.0; 9.0, 10.0 and 11.0)			
Published Date	15.04.2024	Bid Validity (Days from the date of Bid Opening) – ITB-clause 9.3	60 days
Document Download Start Date & Time	15.04.2024 & 17:00 hrs.	Document Download End Date & Time	24.04.2024 & 11:00 hrs.
Clarification Start Date & Time	16.04.2024 & 09:00 hrs.	Clarification End Date & Time	20.04.2024 & 15:30 hrs.

241740/2024/HW DSGN

241740/2024/HW DSGN Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

bid Submission Start Date & Time	16.04.2024 & 09:00 hrs.	bid Submission Closing Date & Time	27.04.2024 & 17:00 hrs.
Bid Opening (techno-commercial bid) Date & Time	29.04.2024 & 11:00 hrs.	Bid Opening (Financial bid) Date & Time	29.04.2024 & 11:00 hrs.
4.0 Eligibility to Participate (NIT-clause 3 and ITB-clause 3.2)			
Nature of Bidders eligible	As per Tender document		
Entities from countries not eligible to participate on reciprocal basis ITB-clause 4.1.2 (Make in India Policy)	As per SI. No. 1 of TIS above, this tender is open only for Domestic bidders.		
Minimum local content for eligibility to participate ITB-clause 4.1.4 (Make in India Policy)	50%		
Classes of Local Suppliers eligible to participate ITB-clause 4.1.4 (Make in India Policy)	Only Class I Local Suppliers eligible (where sufficient local capacity exists, ITB-clause 4.1.3-4.1.4)		
Mandatory Joint venture with Indian Company ITB-clause 4.1.7 (Make in India Policy)	JV Not allowed		
5.0 Thresholds for Eligibility to Participate and Preference under Make in India Policy (ITB-clause 4.1.4)			
Classification of Local Suppliers based on Minimum local content (ITB-clause 4.1.1)	Class-I Local Suppliers: 50% Class -II Local Supplier: more than 20% but less than 50% Non-Local Supplier less than 20%		
The margin of purchase preference (ITB-clause 4.1.4)	20%		
Is the requirement divisible for preference (ITB-clause 4.1.5)	No		
Would the contract be split among more than one bidder (ITB-clause 4.1.5)	No		
6.0 Obtaining the Tender Document and clarifications (ITB Clause 7.0)			
eProcurement Portal and helpdesk for Document availability and submission	https://etenders.gov.in/eprocure/app www.rites.com	[0120-4001 002; 0120-4001 005; 0120-6277 787 or support-eproc@nic.in]	
Cost of Tender Document (INR)	[Not applicable]		
Office/ Contact Person/ email for clarifications	Same as TIA above		
7.0 Pre-bid Conference (ITB-clause 8)			
Place, time, and date of the Pre-bid Conference	No		

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2. EIA and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

8.0 Preparation and Submission and Opening of Bids (ITB-clause 9.0 and 10.0)			
Bids to be Addressed to	General Manager, Highway Design Sub-Unit, RITES Limited 4 th Floor, Right Wing, Shikhar, Plot No. 1, Sector 29 Gurugram, Haryana (INDIA) – 122001		
Instructions for Online bid Submission	https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page		
Bid Opening Place	On e-procurement portal(s) mentioned above		
Alternate Bids allowed or not ITB-clause 9.1.6	Not Allowed		
9.0 Physical submission of Originals/ Self-attested copies of Originals of Scanned Documents uploaded (ITB-clause 10.3)			
Physical documents required/ permitted to be submitted	No		
If Yes, List of Documents to be submitted physically	-		
Deadline for physical submission of originals/ self-attested copies of Originals of uploaded scanned documents	-		
Address of Physical Submission of Originals	Same as TIA above		
10.0 Documents relating to Bid Security (ITB-clause 9.4) and Performance Security (ITB-clause 13.2.4)			
Bid Security/EMD is to be submitted by all bidders as per ITB clause 9.4			
EMD	24,000/-	Payment Mode of EMD	Offline
Categories of EMD Exemption Allowed	MSME, Start-up any other entity as mentioned in the tender document.	EMD Validity	45 days beyond Bid Validly date
Off-line Payment Instruments Types acceptable	upload self-attested scanned copy and submit originals documents physically (Insurance Surety Bonds/Account Payee Demand Draft/Fixed Deposit Receipt/ Banker's cheque drawn on a Scheduled commercial bank in India/Bank Guarantee/e-Bank Guarantee)		
Original Bid Security/EMD to be Submitted to	General Manager, Highway Design Sub-Unit, 4 th Floor, Right Wing, Shikhar, Plot No. 1, Sector 29 Gurugram, Haryana (INDIA) – 122001		
Bid Security/EMD to be addressed/ in favour of	RITES Limited		
Performance Security	5% of the contract Value	1. Form of Security and To whom to be addressed	As per clause no 5.8 of GCC

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EIA/EMP and GIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

(Applicable for the tender/contract value of services more than Rs one (1.0) lakh)		2.Performance Security -In favour of	RITES Limited
Additional Clauses			
Clause		Description	
Integrity Pact to be Signed and Submitted along with bid ITB-clause 9.2.1, NIT 6(5).	No	Independent External Monitor, Name and Contact Details, e-mail ID and RITES Liaison Officer contact Details, e-mail ID	Not Applicable
Price Variation (ITB-clause 6.2.2)	No	Advance Payments Provided (ITB - Clause 6.4.2)	No
Quantity Splitting/ Parallel Orders ITB-clause 13.1.2	No	If yes, the Ratio of Distribution among L-1 and others	Not Applicable

Section II: Instructions to Bidders (ITB)

1. The Tender Document

1.1. Basic Tender Details

This 'Tender Document' Document (hereinafter referred to as the 'the Tender Document') details the terms and conditions for entering into a contract for delivery of the Services (hereinafter called 'the Services') mentioned in Section VI: "Schedule of Requirements". Bidders must go through the Tender Document for further details. 'Tender Information Summary' (TIS) is appended to Section I: Notice Inviting Tender (NIT) for ready reference. The 'Services' may include incidental Goods and Works if so indicated. In this Tender Document, any generic reference to 'Services' shall be deemed to include such incidental Goods and Works.

1.2. Interpretations, Definitions, Abbreviations and Document Conventions

Section IV: General Conditions of Contract (GCC), details Tenets of interpretation (GCC-clause 1.1), Definitions (GCC-clause 1.2), Document conventions (GCC-clause 1.3) and Abbreviations (GCC-clause 1.4), which shall also apply to the rest of the Tender Document.

1.3. Overview of Contents

- 1) Unless otherwise stipulated in TIS/ AITB, the Sections, Forms and Formats comprising this Tender Document are described in ITB-clauses 1.4, 1.5 and 1.6 below. A BOQ file separately available on the eProcurement Portal is also part of this Tender Document. Any generic reference to Tender Document shall also imply a reference to any/ all the sections, Forms, Formats and the BOQ file or other files that comprise this Tender Document.
- 2) Bidder must submit the bid in the Forms/ Formats mentioned in ITB-clauses 1.5 and 1.6 below. The sections mentioned in ITB-clause 1.4 below need not be signed or returned by the bidders; however, Bidder must declare in his bid Form (Form 1) that he has read, understood, complied, and stands bound by all requirements of these sections:

1.4. Sections of the Tender Document (need not be signed or uploaded)

1.4.1. Sections of the Tender Document (need not be signed or uploaded)

Unless otherwise stipulated in TIS/ AITB, the Tender Document contains the following sections, which are described in subsequent sub-clauses:

- 1) Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)
- 2) Section II: Instructions to Bidders (ITB)
- 3) Section III: Appendix to Instructions to Bidders (AITB)
- 4) Section IV: General Conditions of Contract (GCC)
- 5) Section V: Special Conditions of Contract (SCC)
- 6) Section VI: Schedule of Requirements
 - (a) Section VI-1: Services and Activities Schedule

7) Section VII: Performance Standards and Quality Assurance

- (a) Section VII-1: Method Statement
- (b) Section VII-2: Work Plan
- (c) Section VII-3: Critical Material Schedule

8) Section VIII: Qualification Criteria

- (a) Section VIII-1: Key Personnel Schedule
- (b) Section VIII-2: Critical Equipment Schedule

1.4.2. Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)

Section I – Notice Inviting Tender (NIT) and its Appendix – Tender Information Summary (TIS) provides a synopsis of information relevant for a Bidder to decide on participating in the Tender. Any generic reference to NIT shall also imply a reference to TIS as well. Bidders must fill up 'Form 5: Terms and Conditions - Compliance' regarding any deviations from this Schedule.

1.4.3. Section II: Instructions to Bidders (ITB) and Section III: Appendix to Instructions to Bidders (AITB)

Section II: "Instructions to Bidders" - ITB along with Section III: "Appendix to Instructions to Bidders – AITB" provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure adopted for receipt/ opening, scrutiny/ evaluation of Bids, and contract award. In case of a conflict, provisions of AITB shall prevail over those in the ITB. Any generic reference to ITB shall also imply a reference to AITB as well. Bidders must fill up 'Form 5: Terms and Conditions - Compliance' regarding any deviations from this Schedule.

1.4.4. Section IV: General Conditions of Contract (GCC) and Section V: Special Conditions of Contract (SCC)

Section IV – General Conditions of Contract (GCC) and Section V – Special Conditions of Contract (SCC) describe the conditions that shall govern the resulting contract. In case of a conflict, provisions of SCC shall prevail over those in the GCC. Any generic reference to GCC shall also imply a reference to SCC as well. In case of any conflict, provisions of GCC/ SCC shall prevail over those in ITB/ AITB. Bidders must fill up 'Form 5: Terms and Conditions - Compliance' regarding any deviations from terms and conditions in this and other Schedules.

1.4.5. Section VI: Schedule of Requirements and Section VI-1: Services Schedule

Section VI: Schedule of Requirements and Section VI-1: Service and Activities Schedule describe the background, purpose/ objectives, description/ scope, deliverables/ outcomes, quantum, timelines of Services required etc. The requirements may consist of more than one schedule. Each schedule may contain more than one Service. Bidders must fill up 'Form 2: Schedule of Requirements - Compliance' and its sub-forms regarding these Schedules.

1.4.6. Section VII: Performance Standards and Quality Assurance

- 1) Section VII – Performance Standards and Quality Assurance stipulates the quantitative/ qualitative parameters/ limits/ thresholds for Performance standards/ Service Levels and functional/ technical specifications to which the service must be performed. It shall stipulate

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procedures for measurement, reporting and monitoring of performance parameters, including institutional or third-party arrangements for this purpose. It shall also stipulate the procedure for resolution and escalation in case of deficiency in performance/ quality/ service levels. In the case of long-term and complex services, it may stipulate a Service-Level Agreement (SLA) agreement which must be complied with during delivery of Services. Performance Standards shall also include statutory compliance required for Occupational Safety, Health and Working Conditions requirements during delivery of Services.

- 2) Procuring Entity may, if considered necessary, specify Section VII-1: Method Statement, Section VII-2: Work Plan and Section VII-3: Critical Material Schedule required for the performance of services to desired quality and standards. Otherwise, these may be left to be quoted by the Bidder.
- 3) Bidders must fill up the following Forms regarding this Schedule:
 - (a) Form 3: Performance Standards and Quality Assurance - Compliance
 - (b) Form 3.1: Method Statement
 - (c) Form 3.2: Work-Plan
 - (d) Form 3.3: Personnel Deployment Plan
 - (e) Form 3.4: Equipment Deployment Form
 - (f) Form 3.5: Materials Deployment Plan

1.4.7. Section VIII: Qualification Criteria; Section VIII-1: Key Personnel Schedule and Section VIII-2: Critical Equipment Schedule:

- 1) These Sections lay down the Qualifying Criteria for a bid/ Bidder to be considered a responsive bid/ bidder for further evaluation. Bids/ bidders not meeting these Qualification criteria shall be rejected as nonresponsive. It may indicate the extent of dispensation allowed for Start-ups under ITB-clause 4.3.2-2) and Make in India -JVs under ITB 4.1.7-2. Unless otherwise stipulated in Section VII: Qualification Criteria, the Qualification Criteria shall include:
 - (a) Criteria 1: Experience and Past Performance
 - i) Similar Experience
 - One similar work of Minimum value of 80% of the Estimated Cost of work
Or
 - Two Similar Works each of Minimum value of 50% of the Estimated Cost of work
Or
 - Three Similar Works each of Minimum value of 40% of the Estimated Cost of work
 - ii) Non-performing Contracts and Litigation
 - (b) Criteria 2: Performance Capability
 - i) Key Personnel
 - ii) Critical Equipment
 - (c) Criteria 3: Financial Capability

- i) Financial Ratios
 - ii) Turnover
 - iii) Financial Liquidity
- 2) Bidders must fill up the following Forms regarding this Schedule. Forms quoted by the Bidder under Form 3 shall also be evaluated for determining compliance to qualification criteria.:
- (a) Form 4: Qualification Criteria - Compliance
 - (b) Form 4.1: Performance Statement
 - (c) Form 4.2: Non-performance, Litigation Statement
 - (d) Form 4.3: Financial Capability Statements
- 3) Following Forms quoted by the Bidder under Form 3 shall also be evaluated for determining compliance to qualification criteria.
- (a) Form 3.3: Personnel Deployment Plan
 - (b) Form 3.4: Equipment Deployment Plan

1.5. Forms (To be filled, digitally signed, and uploaded by Bidders)

Please refer to ITB-clause 1.4 above to relate the following forms to the corresponding Sections:

- 1) Form 1: bid Form – (To serve as a covering letter to both the Techno-commercial and Financial Bids)
 - (a) Form 1-A: Format For Power Of Attorney to Authorized Signatory
 - (b) Form 1.1: Bidder Information
 - (c) Form 1.2: Eligibility Declaration
 - (d) Form 1.3: Declaration by Agents/ Associates of Foreign Principals
- 2) Form 2: Schedule of Requirements – Compliance
- 3) Form 3: Performance Standards and Quality Assurance - Compliance
 - (a) Form 3.1: Method Statement
 - (b) Form 3.2: Work-Plan
 - (c) Form 3.3: Personnel Deployment Plan
 - (d) Form 3.4: Equipment Deployment Plan
 - (e) Form 3.5: Materials Deployment Plan
- 4) Form 4: Qualification Criteria - Compliance

- (a) Form 4.1: Performance Statement
- (b) Form 4.2: Non-performance, Li□ga□on Statement
- (c) Form 4.3 Financial Capability Statements
- 5) Form 5: Terms and Conditions – Compliance
- 6) Form 6: Checklist for the Bidders
- 7) Form 7: Documents Relating to Bid Security
- 8) *BOQ Excel Sheet [the Price Schedule (BOQ) has been finalized as per Financial bid Formats based on their type of service contract as per CPP Portal requirement and to be submitted as per ITB clause 9.2.2]
- 9) Form T-8/1, T-8/2, T-8/3: Integrity Pact
- 10) Annexure T-8A: Guidelines On Banning of Business Dealings

1.6. Other Formats

- 1) Format 1: Contract Form (Required after Letter of Award)
 - (a) Format 1.1: Description of Services
 - i) Format 1.1.1: Personnel Deployment Plan
 - ii) Format 1.1.2: Equipment Deployment Plan
 - iii) Format 1.1.3: Materials Deployment Plan
 - (b) Format 1.2: Price Schedule
 - (c) Format 1.3: Bank Guarantee Format for Performance Security
 - (d) Format 1.3-A: Proforma for Bank Guarantee for Earnest Money Deposit (EMD)
 - (e) Format 1.5: Certification by Prospective Arbitrators---DELETED
- 2) Format 2: Authorisation for Attending Pre-bid Conference. (To be filled up, if required, by Bidder)

2. Procuring Entity - Rights and Disclaimers

2.1. The Procuring Entity

Bids are to be addressed to the General Manager, Highway Design Sub-Unit, Highway Vertical, RITES Limited, 4th Floor, Right Wing, Shikhar, Plot No. 1, Sector 29, Gurugram, Haryana (INDIA) – 122001. The Tender Inviting Authority (TIA) is the designated officer clarifying this Tender Document. The contract may designate, as required, counterpart Contract Manager (or Contract Management Team); interim/ ultimate Beneficiaries of Services and Paying authority who shall discharge designated function during contract execution.

2.2. Right to Intellectual Property and confidentiality:

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- 1) The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.
- 2) However, Bidders may share these to prepare and submit its bid with its employees, subcontractor(s), or holding Company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.
- 3) This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.
- 4) The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:
 - (a) now or hereafter is or enters the public domain through no fault of Bidder;
 - (b) is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or
 - (c) otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.
- 5) The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

2.3. Right to Reject any or all Bids

The Procuring Entity reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

2.4. Disclaimers

2.4.1. Regarding Purpose of the Tender Document

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

2.4.2. Regarding Documents/ guidelines

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus-standii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

2.4.3. Regarding Information Provided

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar

terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the Procuring Entity or any of its employees or associated agencies.

2.4.4. Regarding Tender Document:

- 1) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 2) The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

3. Bidders – Eligibility and Preferential Policies

3.1 Bidders

Subject to provisions in the following clauses in this section and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfil the 'Eligibility Criteria' stipulated in the Tender Document. In the case of the Second Stage (of two Stage Bidding or PQB) or Special Limited Tenders, this invitation is open only to such bidders who have been previously shortlisted or specifically invited.

3.1.1 Sub-Contractors

Subject to the restrictions outlined in this Tender Document, any Bidder may propose to sub-contract a part of the contract for specialised items of services, provided that the names and details of the sub-contracts are clearly stated in the bid submitted by Bidder and provided further that such subcontractor should not circumvent the eligibility condition laid down below. Procurement of material, hire of equipment or engagement of labour shall not be considered as sub-contracting. Despite any approval granted by the Procuring Entity for such arrangements, the Bidder/ Contractor shall be solely and directly responsible for executing sub-contracted portions of the contract. The total value of the sub-contracting portion of services must not exceed the per cent of the contract price as specified in the Tender Document/ Contract (if not so specified 25 (twenty-five) percent). Sub-contracting by the contractor without the approval of the Procuring Entity shall be a breach of contract.

3.2 Eligibility Criteria for Participation in this Tender

Subject to provisions in this Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder should meet (as on the date of his bid submission and should continue to meet till the award of the contract) the 'Eligibility Criteria' detailed in NIT-clause 3, which shall be considered to be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity). Bidder shall submit a declaration about the 'Eligibility Criteria' compliance in Form 1.2 – Eligibility Declarations. In case the declaration submitted by consultant regarding continued fulfilment of Eligibility Criteria is found to be false later, action shall

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be taken against consultants as per the provisions of “The Guidelines on Banning of Business Dealings as per Annexure T-8A”. In such case, Consultants must provide evidence of their continued eligibility to the Procuring Entity if requested.

3.3 Eligibility of bidders from specified countries

Orders issued by the Government of India (Order No. F-7/10/2021-PPD(1) Dated 23.02.2023 issued by Department of Expenditure, Ministry of Finance ,Govt. of India or any other latest order on the subject matter; also referred to as “the Order” in this clause)restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement.

- 1) Any bidder (as defined in GCC-clause 1.2) from a country that shares a land border with India¹, excluding countries as listed on the website of the Ministry of External Affairs², to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects – hereinafter called ‘Restricted Countries’) shall be eligible to bid in this tender only if Bidder is registered³ with the Competent Authority i.e Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard in Form 1.2 – Eligibility Declaration.
- 2) Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority i.e. Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The provisions of requirement of registration of bidders and of other relevant provisions of Specified Transfer of Technology (ToT) arrangement as per Order at Para 4.2.2 (i) shall apply to this bid(Applicable to all proposals/tenders issued after 01.04.2023). Bidder shall enclose the certificate in Form 1.2 – Eligibility Declaration
- 3) The provision of the Order on restrictions based on land borders will not be applicable for cases mentioned hereinunder:
 - (a) In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
 - (b) This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.
 - (c) This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.
 - (d) Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized

¹ <https://mea.gov.in/india-and-neighbours.htm>

² <http://meadashboard.gov.in/indicators/92>

³ <https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15Oct2020.pdf>

agents, shall be exempted from the requirement of registration.

- 4) In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate in Form 1: Bid Form.
- 5) If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and subassemblies from such countries' vendors, such vendors shall not require registration.

Definitions:

- 6) "Bidder" for the purpose of the Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 7) "Bid/Tender" for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.
- 8) "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)
- 9) "Specified Transfer of Technology" means a transfer of technology in the sectors and/ or technologies, specified in the order.
- 10) " Bidder (or entity) from a country which shares a land border with India" for the purpose of the order means : -
 - (a) An entity incorporated, established, or registered in such a country; or
 - (b) A subsidiary of an entity incorporated, established, or registered in such a country; or
 - (c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - (d) An entity whose beneficial owner is situated in such a country; or
 - (e) An Indian (or other) agent of such an entity; or
 - (f) A natural person who is a citizen of such a country; or
 - (g) A consortium / joint venture where any member falls under any of the above

11) The beneficial owner shall mean:

- (a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons,

controlling ownership interest or exercises control through other means.

Explanation-

- i) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five percent of the company's shares or capital, or profits of the company;
 - ii) "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
- (b) In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits;
 - (c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - (d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 - (e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 12) An "Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of the Order.

ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

13) Sensitive Sectors/ Technologies (relevant only for the provisions on ToT arrangements):

The Order may be referred for sectors/Technologies which have been identified as sensitive from the National Security Point of View. The bidder with ToT arrangement in any sensitive Sector/Technology with a country which shares a land border with India shall require registration. The Order may be referred for details of sensitive sectors/Technologies.

14) Validity of Registration

In respect of bids/tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

3.4 Conflict of Interest

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as

EIA/EM and SA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in Form 1.2 - Eligibility Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- 1) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- 2) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- 3) has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorise only one agent, and an agent also should not represent or quote on behalf of more than one Principals. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- 4) has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- 5) participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
- 6) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/cost estimates/Detailed Project Report (DPR), design/technical specifications, terms of reference (ToR)/Activity Schedule/schedule of requirements or the Tender Document etc) of this Tender process; or
- 7) has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

3.5 Regulation of Indian Agents/ Associates of Foreign Principals

Wherever the foreign principal desires to involve in this tender process, an Indian Agent/ associate, their dealings shall be regulated. Foreign Principals and their Agents/ Associates must provide required declarations in Form 1.3 – Declarations by Agents/ Associates of Foreign Principals:

- 1) The name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorising them specifically to make an offer in India in response to tender either directly or through the agents/ representatives.
- 2) Such Agents/Associates shall provide self-attested documentary evidence about their identity, business details to establish that they are a bonafide business and conform to regulations.
- 3) The Bidder/Foreign Principal must commit to submitting after the Financial bid opening, due to price-sensitive information, the Agreement between them, including the amount of commission/ remuneration included in the price (s).

EIA/EMP and GIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

- 4) Confirmation on behalf of the foreign principals that the commission/ remuneration, if any, reserved for Indian Agents/ Associates in the quoted price(s), shall be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.
- 5) Failure to furnish correct and detailed information shall render Foreign Principal's bid liable to be rejected as nonresponsive in addition to other punitive actions against the Foreign Principal and their Indian Agents/ Associates for violation of Code of Integrity as per the Tender Document.

4. Purchase Preference Policies of the Government

Unless otherwise stipulated in TIS/ AITB, the Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

- 1) Class I Local Suppliers under "Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
- 2) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
- 3) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/ or
- 4) Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in the TIS/ AITB

4.1 Make in India Order

Orders issued by the Government of India regarding eligibility to participate and for purchase preference to "Local Suppliers" to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement, as detailed below.

4.1.1 Categories of Local Suppliers

Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the service procured (excluding net domestic indirect taxes) minus the value of imported content in the service/ incidental Goods (including all customs duties) as a proportion of the total value, in percent):

- 1) 'Class-I local Supplier' with local content equal to or more than that prescribed in TIS or 50% if not prescribed.
- 2) 'Class-II local Supplier' with local content equal or more than that prescribed in TIS or 20% if not prescribed, but less than that applicable for Class-I local Supplier.
- 3) 'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-clause above.

4.1.2 Eligibility Restrictions based on Reciprocity

If so stipulated in the Tender Document, entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this tender. The term entity of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

4.1.3 Eligibility to participate

- 1) **Minimum local content for eligibility to participate:** Only bidders meeting the minimum prescribed local content for the product shall be eligible to participate subject to the following conditions.
- 2) **Classes of Local Suppliers eligible to Participate:** Based on the Make in India Policy, classes of local/ non-local Suppliers eligible to participate in the tender shall be as declared in TIS/ AITB/ Schedule of Requirements. If not so declared, only Class-I and Class-II local Suppliers shall be eligible to participate and not non-local Suppliers.

4.1.4 Thresholds

- 1) Following thresholds shall be declared in the Tender Document.
 - (a) **Minimum local content for Contractor classification:** local content percentage prescribed to qualify as Class-I or Class-II local Suppliers for various products
 - (b) **Minimum local content for eligibility to participate:** Minimum local content percentage prescribed for eligibility for a bid to be considered.
 - (c) **The margin of purchase preference:** The bid price quoted by Class-I Local Supplier should be within this percentage from the L-1 price quoted by Non-local or Class-II bidders for being eligible for purchase preference.
- 2) If not so declared, the default threshold shall be as follows:
 - (a) Local content for eligibility for Class-I; Class-II local Suppliers and Non-local Suppliers shall be 50% and above; 20% and above but less than 50%; and less than 20%, respectively.
 - (b) Minimum local content for eligibility to participate shall be 50%,
 - (c) The margin of purchase preference shall be 20%

4.1.5 Purchase preference to Class-I local Suppliers

- 1) Where the Services are divisible by nature:
 - (a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract for full quantity shall be awarded to L-1.
 - (b) If the L-1 bid is not a 'Class-I local Supplier', 50% of the order quantity shall be awarded to L-1. After that, the lowest bidder among the 'Class-I local' whose quoted price falls within the margin of purchase preference shall be invited to match the L-1 price for the remaining 50% quantity, and a contract for that quantity shall be awarded him, subject to matching the L-1 price. In case such lowest eligible 'Class-I local Supplier' fails to match the L-1 price or accepts less than the offered quantity, the next higher 'Class-I local Supplier' within the margin of purchase preference shall be invited to match the L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. If some quantity is still left uncovered on Class-I local Suppliers, such balance quantity shall also be ordered on the L-1 bidder.
- 2) Where the Services are not divisible, and in the procurement of Services where the bid is

evaluated on price alone:

- (a) Among all qualified bids, the lowest bid shall be termed as L-1. If L 1 is 'Class-I local Supplier', the contract shall be awarded to L-1.
 - (b) If L-1 is not 'Class-I local Supplier', the lowest bidder among the 'Class-I local Supplier' shall be invited to match the L-1 price subject to Class-I local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local Supplier' subject to matching the L-1 price.
 - (c) If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class- I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase preference matches the L-1 price, the contract shall be awarded to the L-1 bidder.
- 3) Where parallel contracts are to be awarded to multiple bidders: In Bids where parallel contracts are to be awarded to multiple bidders subject to matching of L-1 rates or otherwise, the 'Class-I local Supplier' shall get purchase preference over 'Class-II local Supplier' as well as 'Non-local Supplier', as per following procedure:
- (a) If there is sufficient local capacity and competition for the service to be procured, as notified by the nodal Ministry, only Class I local Suppliers shall be eligible to bid. As such, the multiple Contractors, who would be awarded the contract, should be all and only 'Class I, Local Suppliers'.
 - (b) In Bids, other than those mentioned above, 'Class II local Suppliers' or both 'Class II local Suppliers' and 'Nonlocal Suppliers' may also participate in the tender process along with 'Class I Local Suppliers'. If 'Class I Local Suppliers' qualify for the contract award for at least 50% of the tendered quantity in tender, the contract shall be awarded to all the qualified bidders as per award criteria stipulated in the Tender Documents. However, in case 'Class Local Suppliers' do not qualify for the contract award for at least 50% of the tendered quantity as per award criteria, purchase preference should be given to the 'Class I local Supplier' over 'Class II local Suppliers'/ 'Non-local Suppliers' provided that their quoted rate falls within the margin of purchase preference of the highest bid considered for award of contract. To ensure that the 'Class I Local Suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity, first purchase preference has to be given to the lowest among such eligible 'Class-I local Suppliers', subject to its meeting the prescribed criteria for the award of contract as also the constraint of the maximum quantity that can be sourced from any single Contractor. If the lowest among such 'Class-I local Suppliers' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity shall be given to next higher among such 'Class-I local Supplier', and so on.

4.1.6 Verification of local content and violations:

- 1) The 'Class-I local Supplier'/ 'Class-II local Supplier' at the time of tender, bidding, or solicitation shall be required to indicate the percentage of local content and provide self-certification that the service offered meets the local content requirement for 'Class-I local Supplier'/ 'Class-II local Supplier', as the case may be.
- 2) In cases of procurement for a tender value above Rs. 10 crores, the 'Class-I local Supplier'/ 'Class-II local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practising chartered accountant (in respect of Contractors other than companies) giving the percentage of

local content.

- 3) Complaints about Local content declarations may be made through the channels of Procuring Entity. Procuring Entities and Nodal Ministries may prescribe fees for such complaints.
- 4) Bids with false declarations regarding Local contents shall be rejected as responsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.

4.1.7 Manufacture under license/ technology collaboration agreements with phased indigenization

- 1) If so, declared in TIS and/ or AITB, foreign companies shall enter into a joint venture with an Indian company to participate.
- 2) The Procuring Entity reserves its right, but without being under any obligation to do so, to grant exemption from meeting the stipulated local content to Bidders manufacturing indigenously a product developed abroad under a license from a foreign manufacturer (who holds intellectual property rights) under a technology collaboration agreement/ transfer of technology agreement with a precise phasing of increase in local content. Bidder must obtain such an exemption letter and submit it along with his bid to avail such an exemption.

4.1.8 Information to be provided by Bidders regarding Make in India policy

Bidder shall provide required self-declaration as detailed in Form 1.2 – Eligibility Declarations:

- 1) Self-declaration of their local content (and required certificate, in case of procurements above Rs 10 Crores) and their status as Class-I/ Class-II/ Non-local Supplier and their eligibility to participate as per this clause.
- 2) If the Tender Document indicates countries identified as not allowing Indian companies to participate in their Government procurement, then a declaration that they are not an 'Entity' of such countries (as per criteria of the FDI Policy of DPIIT as amended from time to time) and are therefore eligible to participate in this tender.
- 3) If a Bidder is claiming exemption (as obtained from relevant authorities) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with the precise phasing of increase in local content, he must provide proof thereof.

4.1.9 Exemption of small purchases: Notwithstanding anything contained in paragraph 4.1 to 4.1.8 above, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from the Public Procurement (Preference to Make in India), Order Order 2017 dated 15.06.2017(with latest amendment if any) issued by DPIIT, Ministry of Commerce and Industry, GOI. . However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

4.2 Support/ Preferential Treatment to Micro & Small Enterprises (MSEs)

Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clause) in comparison to non-MSE enterprises shall apply to this procurement.

4.2.1 Registration of MSEs

Environmental and Social Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

- 1) MSEs interested in availing such benefits must enclose in Form 1.2 with their offer the Udhyam Registration Certificate with the Udhyam Registration Number as proof of their being MSE registered on the Udhyam Registration Portal. The certificate shall be of latest but before the deadline for the bid submission.
- 2) MSEs shall be treated as owned by SC/ST or women entrepreneurs:
 - (a) The proprietor(s) shall be SC/ST or women in proprietary MSEs
 - (b) At least 51% shares shall be held by the SC/ST or women partners in a partnership MSEs.
 - (c) At least a 51% share shall be held by SC/ST or women promoters in Private Limited Companies MSEs.

4.2.2 Support to MSEs

- 1) Tender sets shall be provided free of cost to MSEs.
- 2) MSEs shall be exempted from payment of Earnest Money. (as per ITB-clause 9.4 below, they shall be required only to submit Bid Security Declaration)

4.2.3 Purchase Preference to MSEs

The Procuring Entity reserves its option to give purchase preference to MSEs compared to the non-MSE enterprises as per policies of the Government from time to time. This preference shall only apply to products produced and services rendered by Micro and Small Enterprises. If an MSE bidder quotes a price within the band of the lowest (L-1) +15 percent in a situation where the L-1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded up to 25 percent of the total quantity being procured if they agree to match the L-1 price. In case of more than one such eligible MSE, this 25 percent quantity shall be distributed proportionately among these bidders.

4.3 Support to Start-up Enterprises

4.3.1 Definition of Start-up Enterprises

- 1) As defined by DPIIT, an entity shall be considered as a 'Start-up':
 - (a) Up to a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and
 - (b) Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees, and
 - (c) The entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.
- 2) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a 'Start-up'.
- 3) A Start-up so identified under the above definition shall be required to obtain and submit along

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with his bid a certificate of an eligible Start-up from the inter-Ministerial Board of Certification to obtain support.

4.3.2 Support to Start-ups

The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).

- 1) **Exemption from submission of Bid Security:** Such Start-ups shall be exempted from payment of Earnest Money. (as per ITB-clause 9.4 below, they shall be required only to submit Bid Security Declaration)
- 2) **Relaxation in Prior Turnover and Experience:** The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final. The decision of the Procuring Entity in this regard shall be final.

4.4 Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017

- 4.4.1 As indicated in Clause 4.1 & 4.2 above, Public Procurement (Preference to Make in India) Order 2017 (PPP-MII Order), revised on 16-09-2020 and Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 (PPP-MSE Order), revised on 09-11-2018, are applicable for the tender. A situation may arise when both the policies are to be concurrently applicable. Such situations shall be dealt as per Department of Expenditure (DOE), Ministry of Finance (MOF) Order No. F.1/4/2021-PPD dated 18.05.2023 which may be duly referred to for such situation. As per this order following provisions shall be applicable for Concurrent application of the PPP-MII and PPP-MSE policies. In case of any clarifications on these policies, the provisions of the order dated 18.05.2023 including the example on applicability of the policy given as Annexure to said order shall prevail.
- 4.4.2 The Class-I local suppliers, under PPP-MII Order, participating in any tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any tender, may or may not be Class-I local suppliers. Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-1 local supplier"

- 4.4.3 The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:
 - a) Items covered under Para 3(a) of PPP- MII Order, 2017 for which sufficient local capacity and competition exists: For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid.

Possible scenarios can be as under:

- (i) L-1 is “MSE Class-I local supplier” – 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is “Non-MSE but Class-I local supplier” – Purchase preference is given to MSEs as per PPE-MSE Order. Balance quantity is to be awarded to the L-1 bidder.
- b) Items reserved exclusively for procurement from MSEs as per PPP-MSE Order: These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:
- (i) L-1 is “MSE Class-I local supplier” – 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is “MSE non-Class-I local supplier” – Purchase preference is given to Class-I local supplier as per PPP-MII Order. Balance quantity is to be awarded to the L-1 bidder.
- c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*
- c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier"- 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
 - (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
 - (iv) L-1 is "Non-MSE non-Class-I local supplier" -Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP-MII Order. For the balance quantity, contract is to be awarded to L-1 bidder.
- c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non- divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-1 local supplier"- Contract is awarded to L-1.
 - (ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference – Purchase preference is to be given to lowest quoting “MSE Class-I local supplier”. If lowest quoting “MSE Class-I local supplier”

does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.

(iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:

A. LI is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" — Contract is to be awarded to LI.

B. LI is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class-I local supplier as per PPP-MII Order. If Class-I local supplier also not eligible/ does not accept — contract to be awarded to L-1.

a) Items reserved for both MSEs and Class-I local suppliers: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

b) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

5. The Schedule of Requirements and Form of Contract

5.1 Eligible Services – Origin and Minimum Local Content

Unless otherwise stipulated in the Tender Document, all 'Services' and incidental 'Goods and Works' to be delivered under the contract must conform to i) restrictions on certain countries with land-borders with India; ii) minimum local content (Make in India Policy). If Bidder avails benefits under any preferential policy as Class-I Local Supplier or as MSE or Start-up enterprise, the Services delivered must not circumvent the provisions relating to such benefits.

5.2 Quotation for All Schedules and all Services

Unless otherwise stipulated in the Tender Document, Bidder must quote for all the schedules (and all the Services in a Schedule) in the Schedule of Requirement; otherwise, his bid would be rejected as nonresponsive.

5.3 Facilities to be Provided by the Procuring Entity

- 1) Unless otherwise stipulated in the Tender Document, no Facilities (including Reference Documents, Medical facilities, Rooms, Furniture, Transport, Access to IT Services etc.) shall be provided by the Procuring Entity to Contractor at Site.
- 2) Unless otherwise stipulated in the Tender Document, The Procuring Entity may supply without any obligation to do so, to the contractor part or whole of the quantity of the water and electricity required for the delivery of Services from the Procuring Entity's existing water / electricity supply system at or near the site of Services on specified terms and conditions and on chargeable basis (unless specified otherwise), provided that the contractor shall arrange, at his own expense, to

EIA/EMP and GIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

effect the connections and lay additional pipe/power lines and accessories on the site. Nevertheless, it shall be the responsibility of the contractor to install adequate alternative arrangements to tide over outages in utilities or failure in supply by the Procuring Entity, and that the contractor shall not be entitled to any compensation– nor shall this be a reason for the delay in delivery of Services.

- 3) If so stipulated in the Tender Document, The Procuring Entity may hire to the contractor non-key Equipment owned and sparable by Procuring Entity for use during execution of the Services on terms and conditions and on a chargeable basis as may be stipulated in the contract or a separate agreement for Hire of such equipment.

5.4 Contract Period

The time period for completion of the Services will be as defined in Appendix to NIT: Tender Information Summary.

5.5 Form of Contract

5.5.1 Form of BOQ/ Contract

Unless otherwise stipulated, the Form of BOQ/Contract shall be Time-Based (Input and measurement - a sum of the price of Inputs per month). Otherwise, If it is stipulated in TIS/AITB, one of the following forms of BOQ/Contract shall be applicable. The evaluation of bids and payments in the resulting Contract shall be as per such BOQ:

- 1) Unit-Rate (Output admeasurement - based on price per unit of quantity of Service)
- 2) Lumpsum Price
- 3) Percentage- Based (of the value of Transactions)

5.5.2 Time-Based (Inputs Admeasurement) form of BOQ/ Contract

Unless otherwise stipulated in TIS/AITB form of BOQ/Contract shall be 'Time-Based (Inputs Admeasurement)':

- 1) Section VI: Schedule of Requirement shall indicate the quantum, frequency and duration of the Services/ Activities and also key inputs estimated to be required per month (Personnel, Equipment, Materials and Miscellaneous) for performing the Services/ Activities to the stipulated performance standards and quality. It shall also indicate the contract Period (one year, unless otherwise stipulated) of service required.
- 2) The Bidders shall quote the quantum of inputs per month he considers necessary to perform the Services/ Activities to the required performance standards and quality, in the Techno-commercial bid in respective Deployment Plan – Form 3.3: Personnel Deployment Plan, Form 3.4: Equipment Deployment Plan, and Form 3.5: Material Deployment Plan etc.
- 3) The Bidders shall quote the monthly rates of Inputs - Personnel, Equipment, Materials and Miscellaneous in the BOQ/ financial bid as per deployment plans in his techno-commercial bid. BOQ would calculate the total monthly cost of all inputs and total bid-amount over the Contract Period.
- 4) Evaluation of Bids shall be on the total price for Services for the Contract period.
- 5) Instead of quotation of rate separately of each input element, the Tender Document may pre-

indicated such rates (based on Schedule of Rates (SOR) or otherwise) in BOQ. Bidders shall indicate only one %age figure above or below (negative %age not allowed in personnel schedule) such indicated rates, and evaluation shall be based on the %age quoted.

5.5.3 Unit-Rate (Output admeasurement) form of BOQ/ Contract

1) Unit-Rate form of BOQ/ Contract – Definite-delivery:

If it is stipulated in TIS/AITB that this is a Unit-Rate (Output admeasurement – definite volume) form of BOQ/Contract, then:

- (a) Section VI: Schedule of Requirement shall indicate the volume of required service outputs in specified units (Length, area, volume, hours/ days/ months etc.) as well as the contract Period (one year, unless otherwise stipulated) over which such volume shall be availed. Actual off-take of the volume of Services may be subject to a specified tolerance (+/- 5 % if not specified).
- (b) The Bidders shall quote the per unit (e.g., length, area, volume, hourly, daily, monthly) price of outputs for the specified volume of service.
- (c) The evaluation shall be done based on the total price of such specified volume of Services.
- (d) Unless otherwise stipulated in the Tender Document, prices of Input Deployments (Personnel, equipment, materials, etc.) shall also be called for but shall be used only to price the variations and monitor performance standards, but not for evaluation of bids or payment of Services.

2) Unit-Rate form of BOQ/ Contract – Indefinite-Delivery (Rate Contract/ on-call)

If it is stipulated in TIS/AITB that this is a Unit-Rate (Output admeasurement – indefinite Delivery) form of BOQ/ Contract, then:

- (a) Section VI: Schedule of Requirement shall indicate only a tentative estimate of the volume of required service outputs in specified units (Length, area, volume, hours, days, months etc.) as well as the contract Period (one year, unless otherwise stipulated) over which such volume is likely to be availed. The Services shall be availed on-call as and when needed by the procuring entity without any commitment regarding the volume of services.
- (b) The Bidders shall quote the per unit (e.g., length, area, volume, hourly/ daily/ monthly) price of outputs for the specified volume of service.
- (c) The evaluation shall be done based on the total price of such indicative volume of Services.
- (d) If expressly stipulated in the Tender Document, prices of Input Deployments (Personnel, equipment, materials, etc.) shall also be called for but shall be used only to price the variations and monitor performance standards, but not for evaluation of bids or payment of Services.

5.5.4 Lumpsum form of BOQ/ Contract

If it is stipulated in TIS/AITB that this is a Lumpsum form of BOQ/Contract, then:

- 1) Section VI: Schedule of Requirement shall indicate the scope of Services required.

- 2) The Bidders shall quote the Lumpsum price of complete Services.
- 3) The evaluation shall be done based on the Lumpsum price of such Services.
- 4) If expressly stipulated in the Tender Document, prices of Input Deployments (Personnel, equipment, materials, etc.) shall also be called for but shall be used only to price the variations and monitor performance standards, but not for evaluation of bids or payment of Services.

5.5.5 Percentage-Based (of Value of Transactions) form of BOQ/ Contract

If it is stipulated in TIS/ AITB that this is a Percentage of Value of Transactions form of BOQ/ Contract, then:

- 1) Section VI: Schedule of Requirement shall indicate the estimated value of required transactions as well as the contract Period (one year, unless otherwise stipulated) over which such volume shall be availed. However, there shall be no firm commitment to avail the entire value of transactions within the contract period.
- 2) The Bidders shall quote a percentage as service charge on the value of transactions.
- 3) The evaluation shall be done for the percentage quoted multiplied by the specified value of transactions.
- 4) If expressly stipulated in the Tender Document, prices of Input Deployments (Personnel, equipment, materials, etc.) may also be called for but shall be used only to price the variations and monitor performance standards, but not for evaluation of bids or payment of Services.

6. Bid Prices, Taxes and Duties

6.1 Prices

6.1.1 Competitive and Independent Prices

- (a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
 - i) those prices; or
 - ii) the intention to submit an offer; or
 - iii) the methods or factors used to calculate the prices offered.
- (b) The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

6.1.2 Undue profiteering

- 1) Controlled Price, if any: The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Services, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry.

241740/2024/HW DSGN Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

- 2) Undue profiteering: If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Procuring Entity either to revise the price at any stage to bring it in conformity with the sub-clause (1) above or to terminate the contract for default as per the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity.

6.1.3 Price Components

- 1) Bidder shall indicate in the Price Schedule all the specified components of prices shown therein, including the unit prices and total bid prices.
- 2) All costs related to Personnel shall be based on the prevailing minimum wages and shall show applicable liabilities of EPF and ESI and other statutory allowances. Quotation of 'Nil' Service charge/ margin over such minimum wages cost of personnel shall be rejected as nonresponsive.

6.1.4 Price Schedule

- 1) Bidders are to upload only the downloaded BOQ (in excel format) after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, he should clarify the same.
- 2) Bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.
- 3) The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Services to be delivered and the incidental goods/ works to be supplied, location of the bidder, site(s) of the delivery of Services, terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour, Private Security Agencies, Mining & Forest of the bidder's country and in India.

6.1.5 Provisions of GST

- 1) Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and applicable GST rate.
- 2) While quoting the basic rate, the bidder should offset the input credit available as per the GST Act, wherever applicable.
- 3) Please refer to ITB-Clause 6.3 for further details.

6.1.6 Currencies of Bid and Payment

- 1) Unless otherwise stipulated in the Tender Document, the currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.
- 2) Where the Tender Document permits quotations in different currencies, then, for Services performed in India, prices shall be quoted in Indian rupees only, and for Services performed from foreign locations, prices shall be quoted either in Indian rupees or in the currency stipulated in the AITB. For evaluation, all quoted prices shall be converted into Indian Rupees as per procedure mentioned in ITB-clause 12.4.2 below.

- (a) Regarding price(s) for incidental works/ goods, if any required with the Services, the same shall be quoted in Indian Rupees if such works/ goods are to be performed in or sourced

from India.

- (b) Commission for Indian Agent, if any and if payable, shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.

6.1.7 Non-compliance

Tenders, where prices are quoted in any other way, shall be rejected as nonresponsive.

6.2 Firm/ Variable Price

6.2.1 Firm Price

Unless otherwise stipulated in the AITB, prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

6.2.2 Price Variation Clause

1) In case the Tender Documents require/ permit offers on a variable price basis, the price quoted by the Bidders shall be subject to adjustment during the original delivery period to take care of the changes in the input cost of labour, material, and fuel/ power components under the price variation formula as stipulated in the Tender Document.

2) If a Bidder submits a firm price quotation against the requirement of variable price quotation, that bid shall be prima-facie acceptable and considered further, taking price variation asked for by Bidder as nil.

6.3 Goods and Services Tax (GST)

6.3.1 GST Registration Status

- 1) All the Bidders should ensure that they are GST compliant and their quoted tax structure/ rates as are per GST Act/Rules. Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities which needs to be mentioned.
- 2) **GST Registration Number (15-digit GSTIN):** If the bidder has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical which concern with the delivery of Services involved, as per the Schedule of Requirements and Price Schedule's scope, be quoted. If the services provided are from multiple states, the bidder should mention GST registration numbers for each state separately.
- 3) **Composition scheme:** If the Bidder has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.
- 4) **Exemption from Registration:** If a bidder is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. Bidder claiming exemption in this respect shall submit a valid undertaking to the effect that Bidder fulfils all conditions prescribed in notification exempting him from registration. Such bidder/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice.
- 5) The Procuring Entity's state-wise GSTINs are indicated in Section VI – Schedule of Requirements.

6.3.2 HSN Code and GST Rate

- 1) HSN (Harmonized System of Nomenclature) code for the services provided in this Tender Document is only indicative. It shall be the responsibility of Bidder to ensure that they quote the exact HSN Code and corresponding GST rate for each activity of the Services being offered by them
- 2) As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the bid/ contract price (exclusive of GST). If the price is stated to be inclusive of GST, the current rate included in the price must be declared by the bidder.
- 3) If a Bidder asks for GST (and GST Cess if applicable) to be paid extra, the rate and nature of such taxes applicable should be shown separately. Bidders should quote 'GST' if payable extra on the total basic rate of each service and quote GST as '%' and cess as '%' basis on basic rate distinctively.
- 4) If GST, other taxes, duties are not specified, or column is left blank in the price schedule, it shall be presumed that no such tax/ levy is applicable or payable by the Procuring Entity.
- 5) The tenderers in their bids shall indicate the details of their jurisdictional Officers (Designation, address & email ID in Form 1.1). In case the contract is awarded to the bidder a copy of the LOA/Purchase Order shall be immediately forwarded by the Procuring Entity to the Jurisdictional Assessing Officer mentioned in the Tenderer's proposal.

6.4 Payments

6.4.1 General

Unless otherwise stipulated, the usual payment term is 100% on delivery and acceptance of Services at 'the Site' by the Procuring Entity and production of all required documents. However, periodic "On Account" payments shall be made unless otherwise stipulated as per the procedure laid down in GCC.

6.4.2 No Advance Payments

Unless otherwise stipulated, no advance payment of any type (Mobilization, secured advances etc.), shall be made by the Procuring Entity. If so, provided the conditions for such advances shall be as per conditions stipulated therefor.

7. Downloading the Tender Document; Corrigenda and Clarifications

7.1 Downloading the Tender Document

The Tender Document shall be published and be available for download as mentioned in TIS. Bidders can obtain the Tender Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

7.2 Corrigenda/ Addenda to Tender Document

Before the deadline for submitting bids, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send

intimation of such corrigenda/ addenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the Procuring Entity may suitably extend the deadline for the bid submission, as necessary. After the procuring entity makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission as per ITB-clause 10.4.1 below.

7.3 Clarification on the Tender Document

A Bidder may seek clarification of the Tender Document from Office/ Contact Person/ e-procurement Help Desk as mentioned in TIS, provided the clarifications are raised before the clarification end date mentioned in TIS (or if not mentioned, within 7 days before the deadline for the bid submission). The Procuring Entity shall respond within 5 working days of receipt of such a request for clarification. The query and clarification shall be shared on the portal with all the prospective bidders. Any modification of the Tender Document that may become necessary due to the clarification shall be made by the Procuring Entity through an Addendum/ Corrigendum issue under the sub-clause above.

8. Pre-bid Conference: DELETED

9. Preparation of Bids

9.1 The bid

9.1.1 Language of the bid

Unless otherwise stipulated in the AITB, the bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Procuring Entity shall be written in English or the Official Language. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

9.1.2 Acquaintance with Local Conditions and Factors

The Bidder, at his own cost, responsibility, and risk, is encouraged to visit, examine, and familiarise himself with all the site/ local conditions and factors. The Bidder acknowledges that before the submission of the bid, he has, after a complete and careful examination, made an independent evaluation of the Site/ local conditions, infrastructure, logistics, communications, the legal, environmental, and any other conditions or factors, which would have any effect on the performance of the contract. Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the Procuring Entity shall have no responsibility and shall not entertain any request from the bidders in these regards.

9.1.3 Cost of Bidding

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Procuring Entity may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the Procuring Entity shall not be liable in any manner whatsoever for

EIA/EMP and GIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender process.

9.1.4 Interpretation of Provisions of the Tender Document

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or other contrived or between-the-lines interpretation is unacceptable.

9.1.5 Quote Quantities/ Prices in both Numerals and Words

Although the software on the Portal may convert quantities/ rates/ amounts in numerical digits in Bids to words, the bidders are advised to ensure that there is no ambiguity in this regard.

9.1.6 Alternate Bids not Allowed

Unless otherwise stipulated in the TIS/ AITB, conditional offers, alternative offers, multiple bids by a bidder shall not be considered. The Portal shall permit only one bid to be uploaded.

9.2 Documents comprising the bid

9.2.1 Techno-commercial bid/ Cover

"Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the following documents in pdf format. Pdf documents should not be password protected. If so stipulated in TIS/ AITB, specified originals or self-certified copies of originals shall also be required to be physically submitted as per instruction contained therein. No price details should be given or hinted at in the Technical bid.

- 1) Form 7: Documents relating to Bid Security: A Bid Securing Declaration (BSD) in lieu of bid security in the format provided therein shall be uploaded as per ITB clause 9.4.
- 2) Form 1: bid Form (to serve as covering letter and declarations applicable for both the Technical bid and Financial bid);
 - (a) Form 1-A: Format for Power of Attorney To Authorized Signatory
 - (b) Form 1.1: Bidder Information;
 - (c) Form 1.2: Eligibility Declarations;
 - (d) If applicable. Form 1.3: Declaration by Agents/ Associates of Foreign Principals (ITB-clause 3.5 above)
- 3) Form 4: Qualification Criteria - Compliance: Documentary evidence and following related forms needed to establish the Bidder's qualifications as stipulated in Section VIII: Qualification Criteria. Besides the stipulated documents, other supporting documents, literature, pamphlets may also be attached.
 - (a) Form 4.1: Performance Statement
 - (b) Form 4.2 Non-performance, Litigation Statement
 - (c) Form 4.3 Financial Capability Statements (and its sub-forms)

EIA/EMP and GIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

4) Form 2: Schedule of Requirements - Compliance. Bidders should fill this form to detail the Schedules of Services offered by them, maintaining the same numbering and structure. They may add additional details not covered elsewhere in their bid. They should highlight here any deviations/ exceptions/ reservations regarding Section VI: 'Schedule of Requirements', in a chart form, without any ambiguity or conditionality along with justification and supporting documents. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and shall be null and void.

5) Form 3: Performance Standards and Quality Assurance - Compliance.

Bidder shall upload the required and relevant documents like technical data, literature, drawings, and other documents. to establish that the Services offered in the bid fully conform to the Services specified by the Procuring Entity in the Tender Document. Bidder is also required to provide clause by clause compliance/ deviation Statement in a chart form (without ambiguity or conditionality along with justification) relating to all Performance Standards, Quality Assurance, Methods Statement, and Work Plan parameters. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and shall be null and void.

(a) Form 3.1: Method Statement

(b) Form 3.2: Work-Plan

(c) Form 3.3: Personnel Deployment Plan (shall also be evaluated for compliance to qualification criteria).

(d) Form 3.4: Equipment Deployment Plan (shall also be evaluated for compliance to qualification criteria)

(e) Form 3.5: Materials Deployment Plan

6) Form 5: Terms and Conditions - Compliance. Bidder must comply with the entire commercial and other clauses of this Tender Document. Any deviations should be listed in a chart form without ambiguity or conditionality, along with justification and supporting documents. All such Statements and Documents shall be uploaded as Form 5. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and shall be null and void.

7) Form 6- Checklist for the Bidders: Bidder must also upload the Checklist given in the Tender Document as Form 6 to confirm that he has complied with all the instructions in the Tender Document, and nothing is inadvertently left out. This checklist is only for general guidance and is not comprehensive, and does not absolve Bidder from complying with all the requirements stipulated elsewhere in the Tender Document.

8) If stipulated in TIS/ AITB, duly signed Form 8(T-8/1, T-8/2,T-8/3): Integrity Pact

9) Any other format/ Form if stipulated in AITB or if considered relevant by the bidder

9.2.2 Financial bid/ Cover

"Financial bid" shall comprise the Price Schedule (To be submitted separately as an excel sheet) considering all financially relevant details, including Taxes and Duties as per ITB-clause 6.3. No additional technical details, which have not been brought out in the Technical bid shall be brought out in the Financial bid.

9.3 Bid Validity

- 1) Unless specified to the contrary in the TIS/ AITB, Bids shall remain valid for a period not less than 60 days from the deadline for the bid submission stipulated in TIS. A bid valid for a shorter period shall be rejected as nonresponsive.
- 2) In case the day upto which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended upto the next working day.
- 3) In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the Procuring Entity's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

9.4 Bid Security/EMD- & Bid Security Related Documents:

9.4.1 Bid Security/EMD

- 1) The Bidder/Consultants who are not exempted from submission of bid security/EMD, shall furnish along with its Bid, earnest money for amount as shown in the TIS/AITB. The earnest money is required to protect the Procuring Entity against the risk of the Bidder's unwarranted conduct as amplified under sub-clause (5) below.
- 2) Following category of Bidder/Consultants are exempted from payment of earnest money. In case the Bidder falls in these categories, it should furnish/ upload certified copy of its valid registration details:
 - (a) Bidder/Consultants who are currently registered and, also, shall continue to remain registered during the Bid validity period as Micro & Small Enterprises (MSEs)
 - (b) Start-ups as per definition of DPIIT
 - (c) Any other category of Bidder/Consultant exempted from submission of EMD if mentioned in AITB
- 3) Unless otherwise specified in the TIS/ AITB, the earnest money shall be furnished in one of the following forms:
 - (a) Account Payee Demand Draft or
 - (b) Fixed Deposit Receipt or
 - (c) Banker's cheque
 - (d) Insurance Surety Bond
 - (e) Bank Guarantee/e- Bank Guarantee from any of the scheduled commercial banks(Format 1.3-A)
- 4) The demand draft, fixed deposit receipt or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of Account specified in the TIS. Unless otherwise specified in TIS, the earnest money shall be valid for a period of forty-five days beyond the final bid validity

period . Document for establishing submission or waiver of EMD must be uploaded.

- 5) Earnest money of a Bidder/Consultant shall be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid. The successful Bidder's earnest money shall be forfeited if they are awarded the contract and they fail or refuse to sign the contract, or if it fails to furnish the required performance security within the specified period. In case of forfeiture of EMD, GST if applicable shall be recovered as per prevailing rate from the Consultant/bidder.
- 6) Unsuccessful Bidders'/Consultants' earnest money shall be returned to them without any interest, after expiry of the final Bid validity and latest on or before the 30th day after the award of contract. However, in case of two packet or two stage bidding Bid securities of unsuccessful bidders during first stage i.e., technical evaluation etc, should be returned within 30 days of declaration of result of first stage i.e., technical evaluation etc.
- 7) The Bid Security (EMD) of the successful Bidder/Consultants shall be discharged when the bidder has furnished the required Performance Security and signed the Agreement.

9.4.2 Bid Security Declaration:

Bidders who are exempted from submission of bid security /EMD as referred in TIS shall submit Bid Security Declaration (BSD) as per details below.

- 1) In lieu of Bid Security, the exempted Bidders shall furnish/ upload a Bid Securing Declaration (BSD) as Form 7: Documents Relating to Bid Security, along with its Technical bid. The BSD is required to protect the Procuring Entity against the risk of the Bidder's unwarranted conduct as amplified under the sub-clause below.
- 2) The BSD provides for automatic suspension of the Bidder from being eligible for bidding in any tender in Ministry/ Department of Procuring Organisation for 2 years from the date of such enforcement. This declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions:
 - (a) withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or
 - (b) after having been notified within the period of bid validity of the acceptance of his bid by the Procuring Entity:
 - i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the conditions of the Tender Document.
 - ii) fails or refuses to sign the contract.
- 3) Unsuccessful Bidders' bid-Securing Declaration shall expire, if the contract is not awarded to them, upon:
 - (a) receipt by Bidder of the Procuring Entity's notification
 - i) of cancellation of the entire tender process or rejection of all bids or
 - ii) of the name of the successful bidder or
 - (b) forty-five days after the expiration of the bid validity or any extension thereof

- 4) The bid-Securing Declaration of the successful bidder shall stand expired only when Bidder has furnished the required Performance Security and signed the Agreement.

9.5 Non-compliance with these provisions

Bids are liable to be rejected as nonresponsive if a Bidder:

- 1) fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
- 2) furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

10. Signing and Uploading of Bids

10.1 Relationship between Bidder and eProcurement Portal

The Procuring Entity is neither a party nor a principal in the relationship between Bidder and the organisation hosting the e-procurement portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

10.2 Signing of bid

The individual signing/digitally signing the bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder in Form 1.1: Bidder Information.

10.3 Submission/ uploading of Bids.

10.3.1 Submission/ Uploading to the Portal

- 1) No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause 5 below). In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information– otherwise, the bid shall be rejected as nonresponsive.
- 2) Bids shall be received only Online on or before the deadline for the bid submission as notified in TIS.
- 3) Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.
- 4) Bidder need not sign or up-load the Sections in ITB-clause 1.4 above while uploading his bid unless otherwise instructed in the Tender Document. It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Officer.
- 5) Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded Pdf documents should not be password protected. Bidder should ensure

the clarity/ legibility of the scanned documents uploaded by him.

- 6) If stipulated in the TIS, copies/originals of such specified uploaded scanned documents must also be physically submitted sealed in double cover and acknowledgement be obtained before the deadline for the bid submission at the venue mentioned. Failure to do so is likely to result in the bid being rejected as nonresponsive. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue. The Procuring Entity reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award (LoA).
- 7) Regarding the protected Price Schedule (excel format, Cover-2), Bidder shall write his name in the space provided in the specified location only. Bidder shall type rates in the figure only in the rate column of respective service(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet. If space is inadequate, Bidder may upload additional documents under "Additional Documents" in the "bid Cover Content."
- 8) The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.
- 9) The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.
- 10) All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorised persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.
- 11) The Procuring Entity may extend the deadline for the bid submission by issuing an amendment as per ITB-clause 7.2 above, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.
- 12) Bid submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.

10.3.2 Implied acceptance of procedures by Bidders

Submission of bid in response to the Tender Document is deemed to be acceptance of the e-Procurement and tender procedures and conditions of the Tender Document.

10.3.3 Late Bids

The bidder shall not be able to submit his bid after the expiry of the deadline for the bid submission (as per server time). Therefore, in eProcurement, a situation of Late Tender does not arise.

10.4 Modification, Resubmission and Withdrawal of Bids

10.4.1 Modification & Resubmission

Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted.

10.4.2 Withdrawal

- 1) The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn and shall not get opened during the Bid opening.
- 2) No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the Procuring Entity shall be within its right to enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), in addition to other punitive actions provided in the Tender Document for such misdemeanour.

11. Bid Opening

The date & time of the opening bid is as stipulated in TIS. Bids cannot be opened before the specified date & time, even by the Tender Inviting Officer, the Procurement Officer, or the Publisher. If the specified date of Bid opening falls on is subsequently declared a holiday or closed day for the Procuring Entity, the Bids shall be opened at the appointed time on the next working day.

12. Evaluation of Bids and Award of Contract

12.1 General norms

12.1.1 Evaluation based only on declared criteria

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by Procuring Entity. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

12.1.2 Deviations/ Reservations/ Omissions - Substantive or Minor

- 1) During the evaluation of Bids, the following definitions apply:
 - (a) "Deviation" is a departure from the requirements specified in the Tender Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.
- 2) A deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:
 - (a) which affects in any substantive way the scope, quality, or performance standards of the

Services;

- (b) which limits in any substantive way, inconsistent with the Tender Document, the Procuring Entity's rights or the Bidder's obligations under the contract; or
 - (c) Whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.
- 3) The decision of the Procuring Entity shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive.
 - 4) Variations and deviations and other offered benefits (Techno-commercial or Financial) above the scope/ quantum of Services stipulated in the Tender Document shall not influence evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by the Procuring Entity, and these would become part of the contract.
 - 5) The Procuring Entity reserves the right to accept or reject bids with any minor deviations. Wherever necessary; the Procuring Entity shall convey its observation as per ITB-clause 12.1.3 below, on such 'minor' issues to Bidder by registered/ speed post/ electronically etc. asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as nonresponsive.

12.1.3 Clarification of Bids and shortfall documents

- 1) During the evaluation of Techno commercial or Financial Bids, the Procuring Entity may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder. Any clarification submitted by a Bidder regarding its Bid that is not in response to a request by the Purchasing Entity shall not be considered.
- 2) If discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.
- 3) The Procuring Entity reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any bidder. There is a provision on the portal for requesting Short-fall documents from the bidders. The system allows taking the shortfall documents from any bidders only once after the technical bid opening.

12.1.4 Contacting Procuring Entity during the evaluation

From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

12.2 Evaluation of Bids

12.2.1 Preliminary Examination of Bids - Determining Responsiveness

A substantively responsive bid is complete and conforms to the Tender Document's essential terms, conditions, and requirements, without substantive deviation, reservation, or omission. Only substantively responsive bids shall be considered for further evaluation. Unless otherwise stipulated in the AITB, the following are some of the crucial aspects for which a bid shall be rejected as nonresponsive:

- 1) The bid is not in the prescribed format or is not submitted as per the stipulations in the Tender Document.
- 2) Required EMD/Bid Security Declaration (Form 7) has not been provided.
- 3) Bidder is not eligible to participate in the bid as per laid down eligibility criteria;
- 4) The Services offered are not eligible as per the provision of this tender.
- 5) Bidder has quoted conditional bids or more than one bid or alternative bids unless permitted explicitly in the TIS/ AITB.
- 6) The bid validity is shorter than the required period.
- 7) The bid departs from the essential requirements stipulated in the bidding document;
- 8) Bidder has not quoted all Schedules or against a schedule in Section VI: Schedule of Requirement or has not quoted the entire Services as stipulated in that schedule.
- 9) Bidder has quoted 'Nil' Service charges/ margin over the minimum wages in Personnel Deployment Schedule.
- 10) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations
- 11) If a bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

12.2.2 The evaluation process in Single/ multiple Cover(s) and PQB Tenders

- 1) Unless otherwise stated, this Tender Process is for multiple (two or more) covers Bids. Initially, only the techno-commercial bids shall be opened on the stipulated date of opening of bids. After that, the techno-commercial evaluation shall be done whether these bids meet the eligibility & qualification criteria and techno-commercial aspects. Subsequent opening of financial bids and financial evaluation shall be done only of bids declared successful in techno-commercial evaluation.
- 2) If it is stipulated that this is the second stage of the two-stage tender Process or pre-qualified bidding (PQB) after shortlisting qualified bidders in the EoI/ PQB stage, evaluation of responses from the shortlisted qualified bidders shall follow the same procedure as described above for multiple covers Tender Process.
- 3) If the TIS/ AITB stipulate this to be a single cover Tender process, the single cover bids shall be opened on the stipulated date of opening of bids. After that, evaluation of eligibility/ qualification of bidders, the techno-commercial, and the financial aspects shall be done simultaneously. There

shall be no interim/ separate declaration of results of the techno-commercial evaluation.

12.3 Techno-commercial Evaluation

Only substantively responsive bids shall be evaluated for techno-commercial evaluation. In evaluating the techno-commercial bid, conformity to the eligibility/ qualification criteria, technical specifications, and Quality Assurance; and commercial conditions of the offered Services to those in the Tender Document is ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Bids with substantive techno-commercial deviations shall be rejected as nonresponsive. Procuring entity reserves its right to consider and allow minor deviations in technical and Commercial Conditions as per ITB-clause 12.1.2.

12.3.1 Evaluation of eligibility

Procuring Entity shall determine, to its satisfaction, whether the Bidders are eligible as per ITB-clause 3.2 and NIT-clause 3 above to participate in the Tender Process as per submission in Form 1.2: Eligibility Declarations. Tenders that do not meet the required eligibility criteria prescribed shall be rejected as nonresponsive.

12.3.2 Evaluation of Qualification Criteria

Procuring Entity shall determine, to its satisfaction, whether the Bidders are qualified and capable in all respects to perform the contract satisfactorily (subject to dispensation if any, for Start-ups, as per ITB-clause 4.3.2) as per submission in Form 4 and its sub-forms (4.1 to 4.3). This determination shall, inter-alia, consider the Bidder's Experience/ Past Performance, Performance and Financial Capabilities; for satisfying all requirements incorporated in the Tender Document. The determination shall not consider the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

12.3.3 Evaluation of Conformity to Performance Standards and Quality Assurance

The Procuring Entity shall examine the Performance Standards and Quality Assurance; Methods Statement, Input Deployment Plans and Work Plan, as per Form 3, 3.1, 3.2, 3.3, 3.4 and 3.5.

12.3.4 Evaluation of Conformity to Commercial and Other Clauses

Bidder must comply with all the Commercial and other clauses of the Tender Document as per submissions in Form 5. The Procuring Entity shall also evaluate the commercial conditions quoted by Bidder to confirm that all terms and conditions stipulated in the Tender Document have been accepted without substantive omissions/ reservations/ exception/ deviation by the Bidder. Deviations from or objections or reservations to critical provisions such as those concerning Governing laws and Jurisdiction (GCC Clause 3), Contractor's Obligations and Restrictions of its Rights (GCC Clause 5), Performance Bond/ Security (GCC Clause 5.8), Force Majeure (GCC Clause 10.7), Taxes & Duties (GCC Clause 11.2), Defects Liability Period (GCC Clause 11.7) and Code of Integrity (GCC Clause 14) will be deemed to be a material deviation.

12.3.5 Declaration of Techno-commercially Suitable Bidders and Opening of Financial Bids

Bids that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable, and financial evaluation shall be done only of such Bids. The list of such techno-commercially suitable bidders and a date/time and venue for the opening of their financial bids shall be declared on the Portal and individually to all participant bidders in accordance with ITB-clause 12.2.2 as per the type of Tender Processes.

12.4 Evaluation of Financial Bids and Ranking of Bids

12.4.1 Ranking of Financial Bids

- 1) Unless otherwise stipulated, evaluation of the financial bids shall be on the price criteria only. Financial Bids of all Techno-commercially suitable bids are evaluated and ranked to determine the lowest priced bidder.
- 2) Unless otherwise stipulated, the comparison of the responsive Bids shall be on total outgo from the Procuring Entity's pocket, to be paid to the contractor or any third party, including all elements of costs as per the terms of the proposed contract, duly delivered, commissioned, etc. as the case may be, including any taxes, duties, levies etc.
- 3) Unless otherwise stipulated, if the Schedule of Requirements contains more than one schedule, the financial ranking of bids shall be done based on all schedules put together. The bid for a schedule shall not be considered if the complete requirements prescribed in that schedule are not included in the bid;
- 4) If any bidder offers conditional discounts/ rebates in his bid or suo-motu discounts and rebates after the Bid Opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a bidder does become L-1 without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts;
- 5) Unless announced beforehand, the quoted price shall not be loaded based on deviations in the commercial conditions. If it is so declared, such loading of a financial bid shall be done as per the relevant provisions;
- 6) As per policies of the Government, from time to time, the Procuring Entity reserves its option to give purchase preferences to eligible categories of Bidders as indicated in the Tender Document.
- 7) Evaluation of Bids shall include and consider the following taxes/ duties, as per ITB-clause 6.3 above:
 - (a) in the case of Services performed in India or incidental goods of foreign origin already located in India, GST & other similar duties, which shall be contractually payable, on the Services and incidental Goods, if a contract is awarded on the bidder;
 - (b) The offers shall be evaluated based on the GST rate quoted by each bidder, and the same shall be used for determining the inter-se ranking. The Procuring Entity shall not be responsible for any misclassification of HSN Number or incorrect GST rate if quoted by the bidder. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier; and
 - (c) If GST is quoted extra, but with the provision that it shall be charged as applicable at the time of delivery, the offer shall be evaluated for comparison purposes by loading the maximum existing rate of GST for the product/ HSN code.
- 8) Price Variation: If the tenders have been invited on a variable price basis, the tenders shall be evaluated, compared, and ranked based on the position as prevailing on the last deadline for techno-commercial bid submission and not on any future date.
- 9) Ambiguous Financial bid: If the financial bid is ambiguous and leads to two equally valid total price amounts, it shall be rejected as nonresponsive.

12.4.2 Global Tender Enquiry (GTE, International Competitive Bidding) : Not Applicable

If stipulated in the TIS/ AITB that this is a Global Tender Enquiry (International Competitive Bidding), the following additional aspects of the evaluation of the financial offer shall also apply:

1) Currency of Tender

In GTE tenders, if permitted in AITB, the bid price may be in foreign currencies, except for expenditure incurred in India (including incidental Works/ Goods delivered in India and agency commission, if any) which should be stated in Indian Rupees.

2) Evaluation of Offers

- (a) For financial evaluation, all Bids shall be converted to Indian Rupees based on the “Bill for Collection (BC) selling” exchange rate on the last deadline for the bid submission (Techno-commercial offer) from a source as specified (State Bank of India, if not so specified) in the tender document. The offers would be compared based on the principle of the total outgo from Procuring Entity’s pockets, including all applicable taxes and duties (Customs duty, GST, and GST Cess). For bids with Letter of Credit (LC) payment, the likely LC charges (as ascertained from the Procuring Entity’s bankers) should also be loaded. Import of Goods or services or both attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the ‘Custom Assessable Value’ plus the ‘Basic Customs duty applicable thereon’.
- (b) The terms FOB, FAS, CIF, DDP etc. shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris

12.4.3 Evaluation Process in Tender cum e-Reverse Auction

If it is specified in TIS/ AITB that this is a Tender cum e-Reverse Auction Tender Process then, the e-Reverse Auction process shall be mandatorily conducted on the same portal after the financial bid opening (declaration of L-1 landed price/ s), provided the number of valid bidders is not less than the stipulated number (3 if not specified). Unless otherwise stipulated following procedure shall be followed:

1) Shortlisting of bidders eligible to participate in e-Reverse Auction:

- (a) The bids disallowed from participating in the Reverse Auction(e-RA) shall be the highest bidder(s) in the tabulation of prices in the financial bid. If the highest bidders quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in first out by the system.
- (b) If the number of valid bidders is less than the minimum stipulated number (or 3 if not specified), a Reverse auction shall not be conducted, and the financial bids shall be evaluated. In the case of 4 to 6 valid bidders lowest three (3) bidders shall be allowed to participate in the reverse auction. In the case of more than 6 valid bidders, only 50% of the bidders (rounded up to next integer) shall be allowed to participate.
- (c) However, if MSE bidders or Class-I Local suppliers under the Make in India policy do not come under the above criteria, but their prices in financial bids are within the policy's margin of preference, they shall be allowed to participate. Such bidders would be over and above the short-list mentioned above.

2) Reverse Auction Process (RAP)

Note: If the Portal RAP process is different from the one described below, the portal provisions shall prevail.

- (a) Upon opening the financial bids, a reverse auction platform shall be created. The reverse auction shall start within the specified period (two hours if not specified) of the bid. There shall be no participation fees for the e-Reverse auction.
 - (b) Unless modified by TIA, L-1 landed price in financial bid (as per the calculation schema based on the Tender Document evaluation criteria) shall be the start bid price on which the auction shall be initiated.
 - (c) The TIA shall specify the decrement value before starting the e-Reverse Auction (or, if not specified, 0.5% of the start bid price rounded off to the next unit, tens, hundreds, thousands etc., with a minimum of Rs. 1). The reduction shall have to be made as per decrement value or in multiple thereof.
 - (d) An initial period of the reverse auction shall be as stipulated (or two hours if not specified). All times and periods are as per server time-stamp. There shall be auto extensions of time by specified minutes (ten minutes if not specified) in case of any reduction recorded in the last auto-extension period. The Maximum number of auto extensions shall be as stipulated (or 50 if not stipulated).
 - (e) In case of service disruption at the service provider's end during the reverse auction, the reverse auction process shall start all over again, with the last recorded lowest price of prematurely ended RAP as the 'Start bid' price. The prices quoted in the prematurely ended RAP shall be binding on all the bidders for consideration if the restarted process does not trigger within the stipulated time (or by 5.00 pm on the same day, if not stipulated). Disruption and restarting of RAP shall be intimated to all the bidders through system/ SMS/ e-mail through the e-procurement portal.
- 3) Bidders must submit only the landed price in the reverse auction, and only the item-wise L-1 price shall be displayed without disclosing the number of bids and names of the bidders. The landed price would not be the same for two bidders, even if any bidder makes such an attempt. While evaluating the bids, the exchange rate captured by the e-procurement system shall be considered for converting foreign currency into Indian Rupees.
 - 4) On the auction's closing time expiry, the bid history showing all the last valid bids offered along with the name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.
 - 5) All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. Only the chronologically last bid submitted by Bidder until the end of the auction shall be considered the valid financial bid of Bidder, and consideration of the same for entering into a contract by the Procuring Entity shall bind on the bidder. If a bidder does not submit his bid in the Reverse Auction, the price quoted in the financial bid shall be considered the valid price of that bidder. The status of Bidder (L-1, L-2 etc.) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the financial bid, whichever is lower.
 - 6) The successful L-1 bidder, after the reverse auction, has to upload within a stipulated period (within 2 working days, if not specified) the breakup of Landed Prices in the shortfall documents, at which the contract shall be awarded. While giving the breakup, the Bidder shall include the same taxes and duties as quoted while submitting the financial bid. If the L-1 bidder fails to submit the breakup of landed price within the stipulated period, the Procuring Entity shall place an order based on the breakup of the financial bid submitted by Bidder, and the same shall be binding on

the bidder.

7) Purchase Preference

Short-listed bidders, eligible for any purchase preference policy as per the Tender Document, shall get an opportunity to match the L-1 prices concluded after the reverse auction if their final prices in Reverse Auction fall within the permitted percentage.

12.4.4 Cartel Formation/ Pool Rates

- 1) Unless the Procuring Entity decides this to be a case of Cartel/ Pool Rates, if more than one bidder quote the same total evaluated price, then the Procuring Entity reserves its right to distribute unequal quantities among the bidders - excluding one or more bidders based on considerations like performance/ financial capabilities, any extra features/ benefits offered etc.
- 2) If Procuring Entity decides this to be a case of Cartel/ Pool Rates, leading to “Appreciable Adverse Effect on Competition” (AAEC) as identified in Competition Act, 2002, as amended from time to time, It reserves its rights to:

(a) order any quantity on any one or more bidders without assigning any reason thereof.

and/ or

(b) consider it as a violation of the Code of Integrity and reject the bid(s) as nonresponsive in addition to other punitive actions provided in this regard in the Tender Document. In addition to such remedies, the Procuring Entity also reserves the right to refer the matter to the Competition Commission of India (CCI) for obtaining necessary relief. In addition, the attention of the bidders is drawn to Chapter VI of the “The Competition Act 2002”, which deals with Penalties. Such actions shall be in addition to other rights and remedies available to the Procuring Entity under the contract and Law.

12.4.5 Reasonableness of Rates Received

Procuring Entity shall evaluate whether the rates received in the Bids in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to take action as per the following sub-clauses, or as per ITB-clause 2.3, reject any or all Bids; abandon/ cancel the Tender process and issue another tender for identical or similar Services.

12.4.6 Consideration of Abnormally Low Bids

An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analyses, procuring entity determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder.

12.4.7 Price Negotiation

Usually, there shall be no price negotiations. However, the Procuring Entity reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable for delivery of Services and on whom the contract would have been placed but for the decision to negotiate. This right shall also apply to post eReverse Auction process.

13. Award of Contract

13.1 The Procuring Entity's Rights

13.1.1 Right to Vary Quantities:

The Procuring Entity reserves the right to increase or decrease without any change in the unit prices or other terms and conditions of the bid and the Tender Document, the quantum of Services originally stipulated in Section VI: Schedule of Requirements, provided this increase/ decrease does not exceed 25 (twenty-five) percent of tendered quantity (or any other percentage indicated in the Tender Document),

13.1.2 Parallel Contracts or Splitting of Award

The Procuring Entity reserves its right to split the quantities and conclude Parallel contracts with more than one bidder (for the same tender) in the following circumstances:

- 1) Unless otherwise stipulated in TIS/AITB, there shall be no parallel orders or splitting quantities among more than one Bidders.
- 2) However, if the Tender Document stipulates such parallel contracts due to the critical/ strategic/ specific nature of the Services, the manner of deciding relative share of the lowest bidder (L-1) and the rest shall be clearly defined, along with the minimum number of Bidders sought (subject to availability of suitable bids meeting the requirements) for the contract. In such cases, the bidders should not quote for less than 25% of the tendered quantity; otherwise, their offer shall be rejected as nonresponsive. Unless otherwise stipulated in the AITB, in case of splitting in two and three, the ratio of 70:30; 50:30:20, respectively shall be used. These ratios are approximate, and the Procuring Entity reserves its right to marginally vary quantities to suit capacity/ past performance of the bidder/ unit loads of packing or transportation/ relative ranking of the bids/ delivery period offered/existing load of Bidder and other similar factors affecting smooth delivery of Services as per requirements.

13.2 Letter of Award (Acceptance) - LoA and Signing of Contract

13.2.1 Selection of Successful Bidder(s)

The Procuring Entity shall award the contract to the Bidder(s) whose bid(s) is Techno-commercially suitable and bid price(s) is lowest and reasonable, as per evaluation criteria detailed in the Tender Document.

13.2.2 Verification of Original Documents

Before issuing a Letter of Award (LoA) to the successful Bidder(s), the Procuring Entity may, at its discretion, ask Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the Technical bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions provided in the Tender Document. The evaluation of Bids shall proceed with the subsequent ranked offers.

13.2.3 Letter of Award (LoA)

- 1) The Bidder, whose bid has been accepted and documents verified (at the discretion of Procuring

Entity), shall be notified of the award by the Procuring Entity before the expiration of the bid validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the "Letter of Award - LoA") shall state the sum (hereinafter and in the contract called the "Contract Price") that the Procuring Entity shall pay the contractor in consideration of delivery of Services. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause below. The Procuring Entity, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.

13.2.4 Performance Security

- 1) Within 14 days (or any other period stipulated in AITB) of receipt of the Letter of Award (LoA, or the contract if LoA has been skipped), performance Security as per details in GCC-5.8 shall be submitted by the contractor to the Procuring Entity.
- 2) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and forfeit the EMD besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc. In case of bidders allowed to submit bid security declaration (in lieu of EMD) the Procuring entity shall be entitled to enforce bid security declaration and to annul the award, besides taking any other administrative punitive action as provided in the RFP Document for such misdemeanour
- 3) If the bidder, whose bid is the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process. The Procuring Entity on being satisfied that it is not a case of cartelization and that the integrity of the procurement process has been maintained, may offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

13.2.5 Signing of Contract

- 1) Within seven working days of receiving performance security, the Procuring Entity shall send the contract form (as per Format 1: Contract Form along with sub-formats) duly completed and signed, in duplicate, by registered/ speed post or by suitable digital means to the successful Bidder.
- 2) If so asked by the Procuring Entity, the successful Bidder shall return the original copy of the contract, duly signed and dated, within seven days from the date of receipt of the contract, to the Procuring Entity by registered/ speed post or by a suitable digital means.
- 3) Otherwise, the contract shall be taken to be legally effective from the date of its signing. The contractor may point out to the Procuring Entity, in writing/ electronically, any anomalies noticed in the contract within seven days of its receipt.

13.2.6 Expiry of bid Declaring Declarations /Return of EMD

Upon the furnishing by the successful Bidder of the Performance Security, the Procuring Entity shall promptly notify the other Bidders that their Bids have been unsuccessful. The Bid Securing Declarations of unsuccessful bidders shall expire on receipt of this notification by them, in terms of ITB-clause 9.4 above. The bid-Securing Declaration of the successful bidder shall expire when Bidder has furnished the required Performance Security and signed the Agreement.

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Upon the furnishing by the successful Consultant of the Performance Security, the Procuring Entity shall promptly notify the other Consultants that their Proposals have been unsuccessful. EMD furnished by all unsuccessful bidders/consultants should be returned without interest, at the earliest, after the expiry of the final tender validity period but not later than 30 (thirty) days after conclusion of the contract. EMD of the successful bidder should be returned after receipt of performance security and signing of the Agreement.

13.2.7 Publication of Tender Result

The name and address of the successful Bidder(s) receiving the contract(s) shall be published in the Portal and notice board/ bulletin/website of the Procuring Entity.

14. Grievance Redressal/ Complaint Procedure

- 1) Bidder has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, in writing or electronically, within 10 days of declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the (mention complete address of Divisional Head).
- 2) Within 5 working days of receipt of the complaint, the Tender Inviting Officer shall acknowledge the receipt in writing to the complainant indicating that it has been received, and the response shall be sent in due course after a detailed examination.
- 3) The Tender Inviting Officer shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating bids and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:
 - (a) Only a bidder who has participated in the concerned Tender Process, i.e., pre-qualification, bidder registration or bidding, as the case may be, can make such representation.
 - (b) Only a directly affected bidder can represent in this regard.
 - i) In case of pre-qualification bid has been evaluated before the bidding of Technical/ financial bids, an application for review concerning the technical/ financial bid may be filed only by a bidder who has qualified in pre-qualification bid;
 - ii) In case a technical bid has been evaluated before the opening of the financial bid, an application for review concerning the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
 - (c) Following decisions of the Procuring Entity shall not be subject to review:
 - i) Determination of the need for procurement.
 - ii) Complaints against performance standards except under the premise that they are either vague or too specific to limit competition
 - iii) Selection of the mode of procurement or bidding system;
 - iv) Choice of the selection procedure.

- v) Provisions limiting the participation of bidders in the Tender Process, in terms of policies of the Government
- vi) Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government
- vii) The decision to enter into negotiations with the L-1 bidder; and
- viii) Cancellation of the Tender Process except where it is intended to subsequently re-tender the same Services.

15. Code of Integrity in Public Procurement, Misdemeanors and Penalties:

Procuring authorities, bidders, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanours, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts. GCC-clause 14 (including the penalties prescribed therein) shall be considered to be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity) and shall apply mutadis mutandis during the pre-award tender process.

Section III: Appendix to Instructions to Bidders (AITB)

(Ref ITB-clause 1.4)

Note for Bidders: Following clauses (in column 1), wherever these appear in ITB shall be taken to be negated or additional provision be added to, or existing provisions be altered as per column 2. Whenever there is any conflict between the provision in the ITB and that in the AITB, the provision contained in the AITB shall prevail.

ITB clauses	To be read as
ITB 1.4.1	9) Above sections shall be read with Correction Slip (CS) Nos. 1 to 3
ITB 3, 4 Bidders - Eligibility and Preferential Policies	
ITB 3.2	No change in existing clause
ITB 4.1,4.1.7	1) Joint Venture of Foreign Companies and Indian Company is not allowed.
ITB 4.1.9	Small procurement of services of estimated value less than 5 lakhs are exempted from Make in India Policy
ITB 4.3.2	No relaxation in Prior Turnover and Experience [Refer to Section VIII: Qualification Criteria – Note under Criteria 1 a) & Note under Criteria 3 b)]
ITB 5 The Schedule of Requirements and Form of Contract	
ITB 5.2	No change in existing clause
ITB 5.3	The subconsultant request for necessary permission for working shall be forwarded promptly by RITES to obtain necessary approvals.
ITB 5.4	As defined in Appendix to NIT: Tender Information Summary.
ITB 5.5	Form of Contract applicable is “5.5.4: Lumpsum form of BOQ/Contract”
ITB 6 Bid Prices, Taxes and Duties	
ITB 6.1.6	Prices are permitted to be quoted in INR only
ITB 6.2.2	Price Variation Clause is not applicable
ITB 6.4.2	No Advance Payments are allowed
ITB 7 to 11 Downloading, Preparation, Submission and Opening of Bids	
ITB 9.1.1	Language of the Bid shall be English only.
ITB 9.1.6	<i>Alternate Bids are not permissible</i>
ITB 9.4.1 (3) e)	Verification of Bank Guarantee (BG) In order to have a secured IT enabled verification/confirmation of BGs from system of issuing Bank to RITES using SFMS facility through Indian Bank, following conditions shall apply:- a. Bank Guarantee issued by issuing Bank must be routed through SFMS platform and IFN 760 must be sent from BG issuing Bank to Indian Bank. b. Bidder shall submit to RITES Limited the copy of SFMS message as sent by issuing Bank branch along with the original Bank Guarantee. c. Particulars of RITES' Bank are provided below so that the bidder can share this particulars with their bank guarantee issuing Bank d. Bank details are as follows:

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ITB clauses	To be read as
	<ul style="list-style-type: none"> i. Bank address: Indian Bank, GF-3 Block B, Vipul Square, Sushant Lok, Phase I, Gurgaon. ii. Bank account No:6597266376 iii. Branch IFSC: IDIBOOOS149 iv. Branch MICR code: 110019038
ITB 10.3.1	<p>1. To participate in the E-Bid submission for RITES, it is mandatory for the bidders/consultants to get their firms registered with CPP Portal https://etenders.gov.in/e procure/app.</p> <p>2. The bidders/consultants are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders/consultants in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.</p> <p>3. REGISTRATION:</p> <ul style="list-style-type: none"> a) Bidders/consultants are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: https://etenders.gov.in/e procure/app) by clicking on the link “Online Bidder Enrolment” on the CPP Portal which is free of charge. b) As part of the enrolment process, the bidders/consultants will be required to choose a unique username and assign a password for their accounts. c) Bidders/consultants are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal. d) Upon enrolment, the bidders/consultants will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile. e) Only one valid DSC should be registered by a bidder/consultant. Please note that the bidders/consultants are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse. f) Bidders/consultants can log in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token. <p>4. SEARCHING FOR TENDER DOCUMENTS:</p> <ul style="list-style-type: none"> a) There are various search options built in the CPP Portal, to facilitate bidders/consultants to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders/consultants may combine a number of search parameters such as

ITB clauses	To be read as
	<p>Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.</p> <p>b) Once the bidders/consultants have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders/consultants through SMS/E-mail in case there is any corrigendum issued to the tender document.</p> <p>c) The bidder/consultant should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.</p> <p>5. PREPARATION OF BIDS:</p> <p>a) Bidder/consultant should take into account any corrigendum published on the tender document before submitting their bids.</p> <p>b) Bidder/consultant is advised to go through the tender advertisement/NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder may please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.</p> <p>c) Bidders/consultant, in advance, should get ready the bid document to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.</p> <p>d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN Card copy, Annual Reports, Auditor Certificates etc.) has been provided to the bidders/consultants. Bidders/consultants can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.</p> <p>6. SUBMISSION OF BIDS:</p> <p>a) Bid can be submitted only during validity of registration of bidder with CPPP E-Procurement Portal.</p> <p>b) Bidder/consultant should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder/consultant will be responsible for any delay due to other issues.</p> <p>c) The bidder/consultant has to digitally sign and upload the required bid documents one by one as indicated in the tender document.</p> <p>d) Bidder/consultant has to select the payment option as "offline" to pay the cost of tender document and EMD as applicable and enter details of the instruments.</p>

ITB clauses	To be read as
	<p>e) Bidders/consultants should prepare the financial instruments of the Cost of Tender Documents and EMD as per the instructions specified in AITB/TIS. The original should be posted/couriered/given in person to the concerned official, so as to reach him within the deadline for the Bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. If the date of issue of DD/any other accepted instrument, physically sent, is on or before the bid submission end date, the same shall also be accepted even if the details are different from the scanned copy uploaded along with the bid. Otherwise, the uploaded bid will be rejected.</p> <p>f) Bidders/consultants are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender documents, then the same is to be downloaded and to be filled by all the Bidders/consultants. Bidders/consultants are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.</p> <p>g) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Bidders/consultants, opening of bids etc. The Bidders/consultants should follow this time during bid submission.</p> <p>h) All the documents being submitted by the Bidders/consultants would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 Bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.</p> <p>i) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.</p> <p>j) Upon the successful and timely submission of bids (i.e. after clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid ID to the bid. A bid summary will be displayed with the bid ID and the date & time of submission of the bid with all other relevant details.</p> <p>k) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. The acknowledgement may be used as an entry pass for any bid opening meetings.</p> <p>l) Bidder/consultant who has downloaded the tender from Central Public Procurement Portal (CPPP) website https://etenders.gov.in/e procure/app shall not tamper/modify the tender form including downloaded Price Bid Template in any manner. In case if the same is found to be tampered/modified in any manner,</p>

EIA, EMP and GPR Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

ITB clauses	To be read as
	<p>tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with RITES Limited.</p> <p>7. ASSISTANCE TO BIDDERS/CONSULTANTS:</p> <p>a) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787, E-mail id: support-eproc@nic.in</p> <p>b) Bidders/consultants information useful for submitting online bids on the CPP Portal may be obtained at: https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page</p> <p>c) It is mandatory for all Bidders/consultants to have Class-III Digital Signature Certificate (DSC) in the name of the person along with name of Company who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders/consultants can see the list of licensed CAs from the link https://www.cca.gov.in</p> <p>d) Bidder/consultant shall ensure use of registered Digital Signature Certificate (DSC) only and safety of the same.</p> <p>e) In case the Digital Signature Certificate (DSC) holder who is digitally signing the bid and the person having Authority to Sign as per Clause 10.2 of ITB are different, even then all the terms and conditions of the tender document will be binding upon the bidder/consultant.</p> <p>8. PREPARATION AND SUBMISSION OF BIDS:</p> <p>a) Tender document may be downloaded from CPPP and from RITES website https://www.rites.com under the link 'Tender' well before the deadline for submission of bids. The bids alongwith the information and documents specified in tender document, shall be submitted online following the instructions appearing on the screen.</p> <p>Users are requested to map their system as per the System settings available on the link https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page on the CPP portal.</p> <p>b) After downloading/getting the tender document/schedules from https://etenders.gov.in/eprocure/app the Bidder/consultant should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. It is construed that the Bidder/consultant has read all the terms and conditions before submitting their offer. Bidders/consultants are advised that prior to bid submission they should read the bid submission manual available on CPP Portal https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=age website</p> <p>c) Bidders/consultants may ensure that all the pages of the documents mentioned in Clause 9.2.1 of ITB must be signed & stamped by authorized signatory and serially numbered. In case, it is found that Bidder/consultant has not complied</p>

ITB clauses	To be read as
	<p>with the same, the documents shall be deemed to be signed and stamped as this is a digitally signed e-tender.</p> <p>d) The bids shall be submitted online following the instructions appearing on the screen. Bidders may insert their e-Token/Smart Card in their computer and Log onto CPP portal https://etenders.gov.in/eprocure/app using the User-Id and Password chosen during registration. Then they may enter the password of the e-Token/Smart Card to access the DSC.</p> <p>Prior to bid submission, bidder should get ready with the documents to be uploaded as part of the bid as indicated in the tender document/schedule. Generally, they can be in Excel/PDF/RAR/JPG formats. No other format is accepted. If there is more than one PDF document, then they can be clubbed together in a Zip file for uploading. There is no limit for uploading file. Bids shall be submitted online only at CPP website https://etenders.gov.in/eprocure/app</p> <p>Bidders/consultant are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e procurement at https://etenders.gov.in/eprocure/app</p> <p>Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.</p> <p>Intending tenderers are advised to visit CPPP website https://etenders.gov.in/eprocure/app till the specified date and time of opening of tender to check if there is any extension of deadline of submission of tender.</p>
ITB 12 and 13 Evaluation of Bids and Award of Contract	
ITB 12.1	Evaluation shall be based on the criteria declared /mentioned in the Tender Document
ITB 12.2.2	This is Single Cover Single Stage Tender Process.
ITB 12.4.1	The ranking of bidders will be done on the basis of price quoted subjected that the bidders qualifies the techno commercial criteria. For example if price quoted by the bidder is lowest but the bidder doesnot satisfy the techno commercial criteria mentioned in the tender document then that ranking of that bidder will not be done and the bidder will be disqualified.
ITB 12.4.2	The Tender is open only for the Domestic Bidders
ITB 12.4.3	Not Applicable
ITB 13.1.1	Not Applicable
ITB 13.2.4	The period of 14 days can be extended up to maximum of 10 days if so, requested by the consultant with the approval Competent Authority at RITES.

Section IV: General Conditions of Contract (GCC)

1. General

1.1. Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

- 1) The heading of these conditions shall not affect the interpretation or construction thereof.
- 2) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- 3) Words in the singular include the plural and vice-versa.
- 4) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- 5) Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- 6) Any reference to 'Services' shall be deemed to include the incidental Works/ Goods also.
- 7) Any generic reference to GCC shall also imply a reference to SCC as well.
- 8) In case of conflict, provisions of SCC shall prevail over those in GCC.
- 9) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, SCC) as described in GCC-clause 2.5.
- 10) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.
- 11) GCC-clause 5.13 (Book Examination clause) shall not apply unless invoked explicitly in the contract.

1.2. Definitions

In the contract, unless the context otherwise requires:

- 1) "Agent" is a person employed to do any act for another or represent another in dealings with a third person. In the context of public procurement, an Agent is a representative participating in the Tender Process or Execution of a Contract for and on behalf of its principals.
- 2) "Allied Firm" are all business entities that are within the 'controlling ownership interest' (ownership of or entitlement to more than twenty-five percent of the company's shares or capital or profits) or 'control' (including the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements) of the principal firm acting alone or together or through one or more juridical persons. All successor firms or assigns of the principal firm shall be considered as allied firms.

- 3) "Beneficiary" (of Services/ Works) means the person for whom the Services/ Works are to be delivered as stipulated in the contract.
- 4) "bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers.
- 5) "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in specific contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a Tender Process.
- 6) "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.
- 7) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.
- 8) "Contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services', 'rate contract' or 'framework contract' or 'Letter of Award – LoA' (letter or memorandum communicating to the contractor the acceptance of his bid) or 'Agreement' or a 'repeat order' accepted/ acted upon by the contractor in specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;
- 9) "Contractor" (including the terms 'Supplier' or 'Service Provider' or 'Consultant' or 'Firm' or 'Vendor' or 'Manufacturer' or 'Successful Bidder' in specific contexts) means the person, firm, company, or a Joint Venture with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the Procuring Entity), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract;
- 10) "Contract Manager" means the *Procurement Officer or ~~*any other officer or a *third party agency~~ who has been assigned the authority to take all actions on behalf of the Procuring Entity during the execution of the contract by the contractor;
* ~~Strikeout which ever is not applicable~~
- 11) "Day", "Month", "Year" shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
- 12) "Drawing" means the drawing or drawings stipulated in or annexed to the Specifications or the Tender Document/ Contract;
- 13) "Equipment" means the contractor's machinery and vehicles brought temporarily to the Site for the performance of Service.
- 14) "General Conditions" means the General Conditions of Contract, also referred to as GCC.
- 15) "Goods" (including the terms 'Stores', 'Material(s)' in specific contexts) includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway

- rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), in specific contexts), procured or otherwise acquired by a Procuring Entity. Any reference to Goods shall be deemed to include specific small work or some services that are incidental or consequential to the supply of such goods;
- 16) "Government" means the Central Government or a State Government as the case may be and includes agencies and Public Sector Enterprises under it, in specific contexts;
- 17) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity.
- 18) "Intellectual Property Rights" (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).
- 19) "Joint Venture" means a Joint Venture or a Consortium (that is an association of several persons, or firms or companies - also referred to as JV/C)
- 20) "Materials" means all supplies, including consumables, used by the contractor for service performance or use by his staff.
- 21) "Outsourcing of Services" means deployment of outside agencies on a sustained long-term basis (for one year or more, excluding short-term stand-alone Services) for the performance of routine Services (e.g., Security Services, Horticultural Services, Janitor/ Cooking/ Catering/ Management Services for Hostels and Guest Houses, Cleaning/Housekeeping Services, Errand/Messenger Services and so forth) that were traditionally being done in-house in the Government.
- 22) "Parties": The parties to the contract are the "Contractor" and the "Procuring Entity", as defined in this clause;
- 23) "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract;
- 24) "Procurement" or "public procurement" (or 'Purchase', or 'Government Procurement/ Purchase' including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/ Services/ works by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, by a Procuring Entity, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration. The term "procure"/ "procured" or "purchase"/ "purchased" shall be construed accordingly;
- 25) "Procuring Entity" means the entity in The Procuring Organization procuring Goods, Works, or Services;
- 26) "Procurement Officer" means the officer signing the Letter of Award (LoA) and/or the contract on behalf of the Procuring Entity;
- 27) "Service(s)" (including the term 'Non-consultancy services' or 'Outsourcing of Services' in

specific contexts) are defined by exclusion as services that cannot be classified as Consultancy Services. Services (non-Consultancy) involve routine, repetitive physical, procedural, and non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are bid and contracted on such basis but does not include the appointment of an individual made under any law, rules, regulations, or order issued in this behalf. Any reference to Services shall be deemed to include the supply of goods or performance of consultancy service or small works, which are incidental or consequential to such services;

- 28) "Special Conditions" means Special Conditions of Contract, which override the General Conditions, also referred to as SCC.
- 29) "Specification" or "Technical Specification" means the drawing/ document/ standard or any other details governing the construction, manufacture or supply of goods or performance of services that prescribes the requirement to which goods or services have to conform as per the contract.
- 30) "Signed" means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof.;
- 31) "Sub-Contractor" means a person or corporate body with an agreement with the contractor to carry out a specific part of the contract that may or may not include working on the Site.
- 32) "Temporary Works" means works designed, constructed, installed, and removed by the contractor needed during the Services' performance.
- 33) "Variation" means an instruction given by the Contract Manager, which varies the scope, quantum or performance standards of the Service performed.
- 34) "Tender"; "Tender Document"; "Tender Enquiry" or "Tender Process": 'Tender Process' is the whole process from the publishing of the Tender Document till the resultant award of the contract. 'Tender Document' means the document (including all its sections, appendices, forms, formats, etc.) published by the Procuring Entity to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as "Tender" or 'Tender Enquiry', which would be clear from context without ambiguity.
- 35) "Works" refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery, and equipment.

1.3. Document Conventions

All words and phrases defined in GCC-clause 1.2 are written as 'Capitalised word' and shall have the defined meaning. The rest of the words shall be as per grammar, inter-alia 'Services' shall indicate definition as given in the GCC while 'services' shall have usual dictionary meaning.

Abbreviations:

Abbreviation	Definition
AITB	Appendix to Instructions To Bidders
BOQ	Bill of Quantities
BSD	Bid Securing Declaration
DPIIT	Department for Promotion of Industry and Internal Trade
EFT	Electronic Funds Transfer
EPFO	Employees Provident Fund Organization
ESI	Employees State Insurance

EIA/EMP and GIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

GCC	General Conditions of Contract
GeM	Government e-Marketplace
GST	Goods and Services Tax
GSTIN	GST Identification Number
GTE	Global Tender Enquiry (International Competitive Bidding)
HSN	Harmonized System of Nomenclature
IEM	Independent External Monitor
IPR	Intellectual Property Rights
INR	Indian Rupee
ITB	Instructions To Bidders
JV	Joint Venture
JV/C	Joint Venture/ Consortium
LoA	Letter of Award (Acceptance)
MII	Make in India
MSE	Micro and Small Enterprises
MSME	Micro Small and Medium Enterprises
MSMED	MSME Development (Act)
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
PAN	Permanent Account Number
PC	(Indian) Penal Code
PPD	Procurement Policy Division
PQB	Pre-Qualification Bidding
PVC	Price Variation Clause
RAP	Reverse Auction Process
RCM	Reverse Charge Mechanism
SC	Scheduled Caste
SCC	Special Conditions of Contract
ST	Scheduled Tribe
TCS	Tax Collected at Source
TDS	Tax Deducted at Source
TIA	Tender Inviting Authority
TIS	Tender Information Summary

2. The Contract

2.1. Language of Contract

Unless otherwise stipulated in the SCC, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/translated accordingly in that language. For purposes of interpretation of the contract, the English documents/translation shall prevail.

2.2. The Entire Agreement

This Contract and its documents (referred to in GCC-clause 2.5 below) constitutes the entire agreement between the Procuring Entity and the contractor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

2.3. Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

2.4. Parties

The parties to the contract are the contractor and the Procuring Entity, as defined in GCC-clause 1.2 above and as nominated in the contract.

2.5. Contract Documents and their Precedence

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

- 1) Valid and authorized Amendments issued to the contract.
- 2) the Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately before the GCC and including the formats annexed to it and signatures of Procuring Entity;
 - (a) Format 1.1: Description of Services;
 - (b) Format 1.1.1: Personnel Deployment Plan;
 - (c) Format 1.1.2: Equipment Deployment Plan;
 - (d) Format 1.1.3: Material Deployment Plan;
 - (e) Format 1.2: Price Schedule;
- 3) the Letter of Award (LoA)
- 4) Final written submissions made by the contractor during negotiations, if any;
- 5) the SCC
- 6) the GCC
- 7) the contractor's bid;
- 8) any other document listed in the SCC as forming part of this Contract.
- 9) Integrity Pact, if any

2.6. Modifications/ Amendments, Waivers and Forbearances

2.6.1. Modifications/ Amendments of Contract

- 1) If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Procuring Entity, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by the Procuring Entity. Requests for changes and modifications may be submitted in writing by the contractor to the Procuring Entity. At any time during the currency of the contract, the Procuring Entity may suo-moto or, on request from the contractor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.

EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

- 2) If the contractor does not agree to the suo-moto modifications/ amendments made by the Procuring Entity, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the contractor has consented to the amendment.
- 3) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and until the same is incorporated in a formal instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.

2.6.2. Waivers and Forbearance

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

- 1) Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such waiver and must specify the terms under which the waiver is being granted.
- 2) No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

2.7. Separate Contracts in Connection with Services

The Procuring Entity shall have the right to let other contracts related to or linked with the Services. The contractor shall afford other contractors' reasonable opportunity to store their materials, execute their services/ works, and properly connect and coordinate their services. The contractor shall inspect services/ works of other contractors(s) and promptly report to the Contract Manager any defects that may hinder a proper execution of his Services to proper performance standards. The contractor's failure to inspect and report such defects shall constitute an acceptance of the other contractor's work as fit and proper for the performance of Contractor's services, except as to defects that may develop in the other contractor's work after such a provision Services.

3. Governing Laws and Jurisdiction

3.1. Governing Laws and Jurisdiction

- 1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- 2) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2. Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in

interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. Communications

4.1. Communications

- 1) All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
- 2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
- 3) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of Contract, so designated.
- 4) Such communications would be an instruction or a notification or an acceptance or a certificate from the Procuring Entity, or it would be a submission or a notification from the contractor. A notification or certificate which the contract requires must be communicated separately from other communications.
- 5) The Contract Manager shall direct the order in which the several components of the Services shall be provided, and the contractor shall execute without delay all orders given by the Contract Manager from time to time. Still, the contractor shall not be relieved thereby from responsibility for the due performance of the Services in all respects.

4.2. Persons signing the Communications

For all purposes of the contract, including arbitration, thereunder all communications to the other party shall be signed by:

- 1) The person who has signed the contract on behalf of the contractor shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person, so signing has no authority to do so, the Procuring Entity reserves its right, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies thereunder and hold such person personally and/ or the contractor liable to the Procuring Entity for all costs and damages arising from such remedies.
- 2) Unless otherwise stipulated in the contract, the Contract Manager signing the contract shall administer the contract and sign communications on behalf of the Procuring Entity. Beneficiaries of Services and the Paying Authorities mentioned in the contract shall also administer respective functions during Contract Execution.

4.3. Address of the parties for sending communications by the other party.

For all purposes of the contract, including arbitration, thereunder the address of parties to which the other party shall address all communications and notices shall be:

- 1) The address of the contractor as mentioned in the contract, unless the contractor has notified change by a separate communication containing no other topic to the Procuring Entity. The contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and
- 2) The address of the Procuring Entity shall be the address mentioned in the contract. The contractor shall also send additional copies to officers of the Procuring Entity presently dealing with the contract.
- 3) In case of the communications from the contractor, copies of communications shall be marked to the Contract Manager and the Procuring Entity's officer signing the contract, and as relevant also to interim/ ultimate Beneficiaries of Services and the Paying Authorities mentioned in the contract. Unless already specified before the contract's start, the Procuring Entity and the contractor shall notify each other if additional copies of communications are to be addressed to additional addresses.

5. Contractor's Obligations and restrictions on its Rights

5.1. Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business

The contractor must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.

- 1) Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:
 - (a) a new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
 - (b) On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the contract and avail any or all remedies thereunder.
 - (c) If the contract is not terminated as provided in Sub-clause (b) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronically.

5.2. Obligation to Maintain Eligibility and Qualifications

The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the Procuring Entity within 7 days of it coming to the Contractor's knowledge. These changes include but are not restricted to:

- 1) Change regarding declarations made by it in its bid in Form 1.2: Eligibility Declaration
- 2) Change in its qualification criteria submitted in its bid in Form 4: Qualification Criteria - Compliance and its sub-forms.

5.3. Restriction on Potential Conflict of Interests

- 1) Neither the contractor nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
 - (a) during the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract.
 - (b) after the termination of this Contract, such other activities as may be stipulated in the contract.
- 2) During the term of this Contract and after its termination, the contractor, and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the subject Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject Services of this Contract.

5.4. Consequences of breach by Constituents of a Contractor

Should the contractor or any of its partners or its Subcontractors or the Personnel commit a default or breach of GCC-clause 5.1 to 5.7, the Contractor shall remedy such breaches within 21 days, keeping the Procuring Entity informed. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or arising out of GCC-clause 5.1 to 5.7 or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.

5.4.1. In the case of Joint Venture/ Consortium

In the event of default or breach of GCC-clause 5.1 to 5.7 by any member, in the execution of his part of Contract, the Procuring Entity shall be so notified within 30 days by the Lead Member, or in the case of the Lead Member being the defaulter, by the member nominated as Lead Member of the remaining Joint Venture. Within 60 days of the said notice, the Lead Member shall assign the work of the defaulting member to any other equally competent party acceptable to the Procuring Entity to ensure the execution of that part of the contract. Failure to comply with the above provisions or if the Lead Member himself defaults shall be lawful for the Procuring Entity to terminate the contract for default and avail any or all remedies thereunder.

5.5. Assignment and Sub-contracting

- 1) the contractor shall not, save with the previous consent in writing of the Procuring Entity through Procuring Officer, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
- 2) The contractor shall notify the Procuring Entity through Procuring Officer in writing all subcontracts awarded under the contract if not already stipulated in the contract. In its original bid or later, such notification shall not relieve the contractor from any of its liability or obligation under the terms and conditions of the contract. Subcontract shall be only for bought out services and incidental goods/ works. Subcontracts must comply with and should not circumvent Contractor's compliance with its obligations under GCC-clause 5.1 to 5.7, based on which Contract is awarded to him.
- 3) If the contractor sublets or assigns this Contract or any part thereof without such permission, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.

5.6. Obligation to Indemnify Procuring Entity

5.6.1. For breach of IPR Rights

- 1) The contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:
 - (a) any design, data, drawing, specification, or other documents or Services provided or designed by the contractor for or on behalf of the Procuring Entity.
 - (b) The sale by the Procuring Entity in any country of the services/ products produced by the Services delivered by the contractor, and
 - (c) The delivery of the Services by the contractor or the use of the Services at the Procuring Entity's Site
- 2) Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the Services or any part thereof, or any service/ products produced thereby in association or combination with any other service, equipment, plant, or materials not delivered by the contractor.
- 3) If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof. At its own expense and in the Procuring Entity's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.
- 4) If the contractor fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.
- 5) At the contractor's request, the Procuring Entity shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.

5.6.2. For Losses and Damages Caused by Contractor

- 1) The contractor shall indemnify and keep harmless the Procuring Entity, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Procuring Entity because of any act or omission or default or negligence or trespass of the contractor, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The contractor shall make good at his own expense all resulting losses and/ or damages to:
 - (a) the Services themselves or
 - (b) any other property of the Procuring Entity or
 - (c) the lives, persons, or property of others
- 2) In case the Procuring Entity is called upon to make good such costs, loss, or damages, or to pay

any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Procuring Entity may incur about it, shall be charged to the contractor. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.

- 3) The Procuring Entity shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.

5.7. Confidentiality, Secrecy and IPR Rights

5.7.1. IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

5.7.2. Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entity and shall not, without the prior written consent of Procuring Entity neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

5.7.3. Secrecy

If the contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

5.7.4. Obligations of the contractor

- 1) Without the Procuring Entity's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
- 2) The contractor shall treat and mark all information as confidential (or Secret – as the case may)

and shall not, without the written consent of the Procuring Entity, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

- 3) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from the Procuring Entity to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.
- 4) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
 - (a) the contractor needs to share with the institution(s) participating in the financing of the contract;
 - (b) now or hereafter is or enters the public domain through no fault of Contractor;
 - (c) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity; or
 - (d) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
- 5) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract or the Tender Document or any part thereof.
- 6) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5.7.5. Protection and Security of Personal Data

- 1) Where the contractor is processing Personal Data, as a Data Processor or otherwise for the Procuring Entity, the contractor shall:
 - (a) Process the Personal Data only as per instructions from Procuring Entity (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by Procuring Entity;
 - (b) Comply with all applicable laws;
 - (c) Process the Personal Data only to the extent, and in such manner as is necessary for the discharge of the contractor's obligations under this Contract or as is required by Law or any Regulatory Body;
 - (d) Implement appropriate technical and organisational measures to protect Personal Data against unauthorized or unlawful Processing and accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful Processing, accidental loss, destruction, or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
 - (e) Take reasonable steps to ensure the reliability of its staff and agents who may have

access to the Personal Data;

- (f) Obtain prior written consent from the Authority to transfer the Personal Data to any sub-contractor for the provision of the Services;
 - (g) Not cause or permit the Personal Data to be transferred, stored, accessed, viewed, or processed outside of India without the prior written consent of the Procuring Entity.
 - (h) Ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause.
 - (i) Ensure that none of the staff and agents publishes or disclose any personal data to any third parties unless directed in writing to do so by the Procuring Entity.
 - (j) Not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Procuring Entity or compliance with a legal obligation imposed upon the Procuring Entity;
- 2) Notify the Procuring Entity (within five Working Days) if it receives;
- (a) a request from an employee of Procuring Entity to have access to his or other employees' Personal Data; or
 - (b) a complaint or request relating to the Procuring Entity' obligations under the law;
- 3) The provision of this clause shall apply during the contract Period and indefinitely after its expiry.

5.8. Performance Bond/ Security

- 1) Within fourteen days (or any other period mentioned in Tender Document or Contract) after the issue of Letter of Award (LoA or the contract, if LoA is skipped) by the Procuring Entity, the contractor shall furnish to the Procuring Entity, performance security, valid up to sixty days (or any other period mentioned in Tender Document or Contract) after the date of completion of all contractual obligations by the contractor, including the Defect Liability obligations.
- 2) The amount of Performance security shall be as stipulated in Tender Document or Contract (or if not specified @ 5% of the contract Price) denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:
 - (a) Unless otherwise stipulated in Tender Document or Contract, Insurance Surety Bonds, Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque is drawn on any commercial bank in India, favouring the authority mentioned therein
 - (b) Bank Guarantee/e- Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in Format 1.3.
- 3) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 4) If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion at its discretion

- (a) to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or
 - (b) without terminating the Contract:
 - i) recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Organisation or otherwise howsoever as per GCC-clause 11.4, or
 - ii) treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/ default.
- 5) In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within fourteen days of issue of the amendment.
- 6) The Procuring Entity shall be entitled, and it shall be lawful on his part,
- (a) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:
 - i) any default, or failure or neglect on the part of the contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with the Procuring Organisation or any part thereof
 - ii) for any loss or damage recoverable from the contractor which the Procuring Entity may suffer or be put to for reasons of or due to above defaults/ failures/ neglect
 - (b) and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.
- 7) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the contractor on completing all contractual obligations, including the Defect Liability obligations, if any. Alternatively, upon the contractor submitting a suitable separate Defect Liability Security for the duration of Defect Liability obligations, the original Performance Guarantee Security shall be released mutatis mutandis.
- 8) No claim shall lie against the Procuring Entity regarding interest on cash deposits or Government Securities or depreciation thereof.

5.9. Labour Codes and Related Obligations

5.9.1. Independent Contractor

The contractor's status shall be that of an independent contractor and Primary Employer of staff deployed during the contract by him or his sub-contractors or other associates. The contractor, its employees, agents, and subcontractors performing under this Contract are not employees or agents of the Procuring Organisation or Procuring Entity or Central or State Government or their agencies/ Enterprises, simply by Services delivered under this Contract.

5.9.2. Obligations of the contractor under Labour Codes and Rules

- 1) In cases where Services are to be performed by the contractor at the premises of the Procuring Entity or Beneficiary of Services, the contractor shall comply with the provisions of the Labour Codes including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, and Draft Rules made thereunder, as modified from time-to-time, wherever applicable and shall also indemnify the Procuring Entity from and against any claims under the aforesaid Labour codes and the Rules.
- 2) The contractor shall obtain a valid licence under the aforesaid Labour codes and the Rules as modified from time to time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfil this requirement, the Procuring Entity shall treat it as a breach of contract for default as per the contract and avail any or all remedies thereunder.
- 3) In respect of all labour directly or indirectly employed in the contract for the performance of the contractor's part of the contract, the contractor shall comply with or cause to comply with the provisions of the aforesaid Labour codes and the Rules wherever applicable. The contractor shall be solely responsible for submitting all the necessary returns under these Codes and the Rules. Nevertheless, the contractor shall submit monthly returns to the Procuring Entity to confirm compliance with such Codes and rules. Failure to do so shall entitle Procuring Entity to take any measure to ensure compliance to such codes and rules by the contractor and his associates, including, but not limited to, withholding contractor's on-account bills.
- 4) The contractor shall pay the wages as per the Code on Wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. The contractor shall, notwithstanding the contract's provisions to the contrary, cause to be paid the wages to labour directly or indirectly engaged on the contract, including any engaged by his Sub-Contractors in connection with the said contract as if he had immediately employed the labour. The Procuring Entity shall, without any commitments or being obliged to do, may its discretion, monitor that such payments are being made. The contractor shall be required to submit, every month, documentary evidence in the form of a Bank Statement of having transferred the gross minimum wages to each worker. Failure to do so shall entail Procuring Entity taking up any measure to ensure the payment of wages including, but not limited to, withholding contractor's on-account bills.
- 5) In every case in which, by virtue of the provisions of the aforesaid Labour codes and the Rules, the Procuring Entity is obliged to pay any amount of wages to a workman employed by the contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Labour codes and the Rules or to incur any expenditure on account of the contingent liability of the Procuring Entity due to the contractor's failure to fulfil his statutory obligations under the aforesaid Labour codes and the Rules the Procuring Entity shall recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Procuring Entity under the aforesaid Labour codes and the Rules, the Procuring Entity shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the Procuring Entity to the contractor whether under the contract or otherwise. The Procuring Entity shall not be bound to contest any claim made against it under the aforesaid Labour codes and the Rules except on the contractor's written request, and upon giving the Procuring Entity complete security for all costs, for which the Procuring Entity might become liable in contesting such claim. The decision of the Procuring Entity regarding the amount recoverable from the contractor as stated above shall be final and binding on the contractor.

5.9.3. Occupational Safety, Health, Working Conditions, Social Security, and Industrial Relations Requirements:

As per Labour Codes, which included Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020 and rules thereunder, the following provisions shall be ensured by the contractor.

1) Provisions for Workers:

- (a) At his own expense, the contractor shall make adequate arrangements for the housing, supply of drinking water, and provision of clean sanitation, including urinals, etc., for his staff and workers, directly or through the petty contractors or sub-contractors.
- (b) The contractor shall also provide a temporary creche (Bal-mandir) where 50 or more workers are employed at a time.
- (c) Suitable sites on Procuring Entity's land, if available, but without any obligation to do so, may be allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that the Procuring Entity may prescribe.
- (d) All camp sites shall be maintained in clean and sanitary conditions by the contractor at his own cost.

2) During the execution of services, unless otherwise stipulated in the contract, the contractor shall at his own cost provide the following materials as is necessary for:

- (a) the safety, hygiene, satisfaction, elegance, acceptance, proper handling of assets and shall ensure that no damage, injury, or loss is caused or likely to be caused to any person or assets or hindrance to other works/ services.
- (b) environmental requirements to conserve energy, water, wood, paper, and other resources, reduce waste, phase out the use of ozone-depleting substances, and minimise the release of greenhouse gases, volatile organic compounds, and other substances damaging health and the environment.

3) **Medical Facilities:** the contractor shall provide medical facilities at the site as prescribed by the Contract Manager on the advice of the Procuring Entity's Medical Authority commensurate with the strength of the contractor's resident staff and workers. Such facilities shall include a First-Aid facility manned with staff trained in first aid as per labour codes or the Contract Manager's directions.

4) **Medical Certificate of Fitness for Labour:** The contractor shall not employ a person below 18 years of age. For delivery of Services under the contract, unless a medical certificate of fitness in the prescribed form under labour codes (or as directed by the contract manager) is granted to each worker by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with his, while at work, a token giving a reference to such certificate.

- (a) **Period of Validity of Medical Fitness Certificate:** A certificate of fitness granted or renewed for the above-said purposes shall be valid only for one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if, in his opinion, the holder of it is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

- (b) Medical Re-Examination of Labour: Where any official appointed on this behalf by the Ministry of Labour believes that any person employed in connection with the execution of any work under this Contract in the age group 18 to 65 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the contractor, or the person nominated by him in this regard, a notice requiring that a certifying surgeon and such person shall examine such persons shall not if the concerned official so directs, be employed or permitted to do any work under this Contract unless he has been medically examined and certified that he has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

5.9.4. Mandatory Compliance of Government Welfare Schemes [DELETED]

5.9.5. Contract Labour Records and Management System

A comprehensive record needed for contract labour management and monitoring attendance (Identity Cards, Labour Records, Attendance, Time Sheets, Training Record, acknowledgements of labour Codes) for efficient performance and safeguarding workers' welfare must be maintained by the contractor. It shall be inspected during Site Inspections by the Contract Manager. The contractor shall put this system in place unless otherwise stipulated in the Special Conditions of Contract. If so stipulated in Special Conditions of Contract (in labour intensive service contracts i.e., facility management and housekeeping etc), a computerised Contract Labour Management system shall be mandatory.

5.9.6. The obligation of Contractor to ensure awareness of Labour Codes

- 1) The contractor has to mandatorily provide a comprehensive day-long training carried out by a certified Third-Party agency for the awareness of Labour codes and the Rules, grievance redressal mechanism and other provisions applicable to his and his Sub-contractor's staff, workers, labour employed by him directly or indirectly in delivery of service to the Procuring Entity. The contractor must submit relevant documentary proof to Procuring Entity of having conducted such training to all workers.
- 2) The contractor must provide a comprehensive booklet (Procuring Entity approves that) containing all the relevant updated labour codes, rules, and other applicable provisions, to every worker at the outset of the contract in the local vernacular language.
- 3) Procuring Entity, without any commitments or being obliged to do, may its discretion, provide following facilities for Contractor's Contract Labour working on this Contract:
 - (a) Helpline for complaints from labour regarding payment of wages, work site facilities, sexual harassment etc
 - (b) Provision for recording anonymous complaints from workers, citizens etc., regarding violation of Labour codes and the Rules by Contractor.

5.10. Insurances

- 1) The contractor (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as stipulated in the contract or any applicable law including Labour Codes; and at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

- 2) the contractor at his cost shall provide, in the joint names of the Procuring Entity and the contractor, insurance cover from the start date to the date of completion of the contract, in the amounts and deductibles as per the instructions of the contract manager and the contract for the following events which are due to the contractor's risks:
 - (a) loss of or damage to Equipment, materials for which advances have been paid;
 - (b) loss of or damage to property of the Procuring Entity in connection with the contract; and
 - (c) Personal injury or death.
 - (d) Penalties and demands by labour regulatory authorities
- 3) Insurance policies and certificates for insurance shall be delivered to the Contract Manager for approval before the Start Date. All such insurance shall provide compensation payable in Indian Rupees to rectify the loss or damage incurred.
- 4) Alterations to the terms of insurance shall not be made without the approval of the Contract Manager.
- 5) Both parties shall comply with any conditions of the insurance policies.

5.11. Permits, Approvals and Licenses

Whenever the delivery of Services and incidental Goods/ Works requires the contractor to obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to licences or environmental clearance if required. If requested by the contractor, the Procuring Entity shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

5.12. Accounting, Inspection and Auditing

The contractor shall keep accurate and systematic accounts and records regarding the provision of the Services under this Contract, as per accounting principles prescribed in India.

5.13. Book Examination Clause

If explicitly invoked in the contract, the Procuring Entity reserves the right for 'Book Examination' as follows:

- 1) The contractor shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorised in that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The contractor shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract to such Government Officer in such manner as may be required. The decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the contractor's obligations under any other statute, rules or orders which shall be concurrently binding on the contractor.
- 2) The contractor shall, if the authorised Government Officer so requires (whether before or after

the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the contractor's premises to examine the processes of production and estimate or ascertain the cost of performance of Contract. The authorised Government Officer shall have power, mutadis mutandis, to examine all the relevant books of Contractor's subcontractor, or any subsidiary or allied firm or company, If any portion of the contract is entrusted or carried out by such entities.

- 3) If on such examination, it is established that the contracted price is more than the actual cost-plus reasonable margin of profit, the Procuring Entity shall have the right to reduce the price and determine the amount to a reasonable level.
- 4) The contractor or its agency is bound to allow examination of its books within 60 days from the date the notice is received by the contractor or its agencies calling for the production of documents under sub-clause (1) above. In the event of the contractor's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the contractor and his agencies.

6. Procuring Entity's Obligations

6.1. Facilities to be Provided by the Procuring Entity

- 1) No Facilities (including Reference Documents, Medical facilities, Rooms, Furniture, Transport, Access to IT Services etc.) other than those stipulated explicitly in the contract shall be provided or loaned by the Procuring Entity to the contractor for performance of the contract. Whenever such assets are required to be issued to the contractor as per the contract, these would be issued only as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The contractor shall use such property for the execution of the contract and for no other purpose whatsoever.
- 2) Unless otherwise stipulated in the contract, The Procuring Entity may hire to the contractor non-key Equipment owned and sparable by Procuring Entity for use during execution of the Services on terms and conditions and on the chargeable basis as may be stipulated in the contract or a separate agreement for Hire of such equipment.

6.2. Provision of Utilities at Site by Procuring Entity

Unless otherwise stipulated in the contract, The Procuring Entity may supply without any obligation to do so, to the contractor part or whole of the quantity of the water and electricity required for the delivery of Services from the Procuring Entity's existing water/ electricity supply system at or near the site of Services on specified terms and conditions and on chargeable basis (unless specified otherwise), provided that the contractor shall arrange, at his own expense, to effect the connections and lay additional pipe/ power lines and accessories on the site. Nevertheless, it shall be the responsibility of the contractor to install adequate alternative arrangements to tide over outages in utilities or failure in supply by the Procuring Entity, and that the contractor shall not be entitled to any compensation– nor shall this be a reason for the delay in delivery of Services.

6.3. Custody and Return of the Procuring Entity's Assets loaned to Contractor

- 1) The contractors shall sign accountable receipts for all tools, plants and materials or other assets/ properties made over to him by the Contract Manager. All such assets shall be deemed to be in good condition when received by the contractor unless he has within twenty-four hours of the receipt thereof notified the Procuring Entity to the contrary. Otherwise, he shall be deemed to have lost the right to do so at any subsequent stage.
- 2) These assets shall remain the property of the Procuring Entity, and the contractor shall take all reasonable care of all such assets. The contractor shall be responsible for all damage or loss

from whatever cause caused while assets are possessed or controlled by the contractor, staff, workmen, or agents.

- 3) Where the contractor insures such assets against loss or fire at the request of the Procuring Entity, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the contractor's liability as aforesaid.
- 4) The contractor shall return all such assets in good order and repair, fair wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the Procuring Entity whose decision shall be final and binding.

7. Scope of Services, Performance Standards and Quality Assurance

7.1. Scope of Services

- 1) This contract is for the performance/ delivery of Services of the description, scope/ quantum, performance standards and quality outlined in the contract during the contract Period specified therein. Unless otherwise specified, the Services shall conform to performance and quality standards as stipulated in the contract or as per best standards in the market, where not so specified.
- 2) The contractor shall deliver Services and submit the reports, deliverables, outputs, and documents stipulated in Format 1.1: Description of Services to the Procuring Entity.
- 3) The Services shall include all such work-elements not mentioned explicitly in this Contract, but that can be reasonably inferred from this Contract as being required for attaining Completion of the Services as if such items were expressly mentioned in this Contract.
- 4) Incidental Works/ Goods: If so stipulated, the contractor shall be required to perform/ deliver specified incidental Works/ Goods as an integral part of the Services in the contract.

7.2. Performance Standards

- 1) the contractor shall perform the Services as per Format 1.1: Description of Services, and carry out its obligations with all due diligence, efficiency, and economy, observing sound management practices, and employ appropriate advanced technology and safe methods as per the performance standards and quality control parameters as stipulated in the contract. For matters where the contract does not specify any Standard, the Services delivered shall conform to National/ International Standards or generally accepted professional techniques and practices.
- 2) The shortfall in Performance: In cases where the performance or/and quality of Services is/are found to be unsatisfactory, Procuring Entity or his representatives shall impose damages for the shortfall in performance as per GCC-clause 10.5 below. This levy of damages shall not absolve the contractor from rectification or reperformance of the defective Service without further payment.

7.3. Quality Control and Defect Liability

- 1) The Procuring Entity shall check the quality of the Services and shall inspect the contractor's performance according to the relevant section(s) of Format 1.1: Description of Services. The Procuring Entity shall promptly notify the contractor of any identified defects, requesting the correction of the notified defect within a reasonable time.
- 2) If the contractor has not corrected notified defect within the time stipulated in the Procuring

Entity's notice, the Procuring Entity shall assess the cost of having the defect corrected. Without prejudice to any of its other remedies under this Contract or applicable law, procuring Entity shall be legally entitled to deduct such cost from the contract's payments, together with the damages for the shortfall in performance (as per clause above), a sum equivalent to the percentage stipulated in the contract.

7.4. Eligible Services - Country of Origin and Minimum Local Content

Unless otherwise stipulated in SCC or Contract, country of origin of 'Services' and related 'Goods' under the contract shall have their origin in India or other countries and must conform to the declaration made by the contractor in its bid regarding but not limited to

- i) restrictions on certain countries with land-borders with India;
- ii) minimum local content and location of value addition (Make in India Policy);
- iii) Contractor's status as MSE or Start-up.

The term "origin" used in this clause means the place from where the Services (and incidental Goods, including subcontracted components) are arranged and delivered, or incidental goods are mined, grown, produced, or manufactured. For purposes of this Clause, the term 'Services' shall have the meaning as defined in GCC-clause 1.2.

7.5. Quantity Tolerance -[DELETED]

7.6. Contract Period and Option Clause -[DELETED]

8. Measurement, Variations and Modifications

8.1. Quantities in Contract

The quantities set out in the contract are the estimated quantities of the Services, and they shall not be taken as the actual and correct quantities of the Services to be executed by the contractor to fulfil his obligations under the contract. Payment shall be made for the actual quantities deployed/delivered; however, payments shall not be made for quantities over and above those indicated in the contract unless extra quantity has been asked in a written order by the contract manager.

8.2. The admeasurement of Inputs and Services

- 1) Measurements shall be recorded based on the contractor's day-to-day records and authenticated by the Contract Manager or his representative as updated per the agreed Works Programme.
- 2) The contractor shall be paid for the Inputs /Services at the rates in the contract and extra inputs/ Services at rates determined under GCC-clause 8.4 below on the measurements taken by the Contract Manager or his representative. The quantities for items the unit of which in the contract is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and a half and above being taken as one; for items, the unit of which in the contract is single (if not an integral quantity), the quantities shall be calculated to two places of decimals. Such measurements shall be taken of the Services in progress from time to time and at such intervals as in the opinion of the Contract Manager shall be proper regarding the progress of Service. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Contract Manager or his representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements.
- 3) If the contractor fails to attend, the service may be measured up in his absence, and such

measurements shall, notwithstanding such absence, be binding upon the contractor whether or not he has signed the measurement books.

- 4) It shall be open to the contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Contract Manager or his representative in the contractor's presence or absence after due notice has been given to him shall be final and binding on the contractor. No claim whatsoever shall after that be entertained regarding the accuracy and classification of the measurements. If the Contract Manager finds an objection raised by the contractor to be incorrect, the contractor shall be liable to pay the actual expenses incurred in re-measurements.

8.3. Variations and Claims

8.3.1. Powers of Variations

- 1) the Contract Manager, on behalf of the Procuring Entity, ~~in consultation with the Contractor~~, order variations in writing to enlarge or extend, diminish, or reduce the Services or make any alterations in their design, inputs, site, quantities, sequence or timing, dimensions or the method of their execution or the combination and use of materials for the execution thereof or to order any additional service to be performed or any Services not to be performed. The contractor shall not be entitled to any compensation for any increase/reduction in the quantities of work but shall be paid only for the actual amount of work done. Such variations shall not be more than plus/ minus 25% of the value of the Contract and must be broadly within the original scope/ character and purpose of the original contract.
- 2) Unless otherwise stipulated, the accepted variation in the quantity of each contract item would be up to 25% of the quantity initially contracted. The contractor shall be bound to carry out the service at the agreed rates and shall not be entitled to any claim or compensation whatsoever up to the limit of 25% variation in the quantity of the individual item of services.
- 3) If the Contract Managers decide to increase the variation beyond 125% of Contracted quantity after internal approvals, the rates and acceptability shall be mutually agreed upon subject to maximum of prevailing market rate.
- 4) As far as items in Format 1.2: Price Schedule is concerned, the limit of 25% would apply to the value of the contract as a whole and not on individual items.

8.3.2. Valuation of Variations

The variation referred to in sub-clause above shall in no degree affect the validity of the contract; but shall be performed by the contractor as provided therein and be subject to the same conditions, stipulations, and obligations as if they had been initially and expressly included and provided for in the contract and the amounts to be paid therefore shall be calculated as per the Price Schedule. Any extra items/quantities of Services falling outside the purview of the provisions of Price Schedule above shall be paid for at the rates determined under GCC-clause 8.4 of these Conditions.

8.4. Rates for Extra Items

- 1) Any extra item of Service carried out by the contractor on the instructions of the Contract Manager which is not included in the Price Schedule shall be executed at the rate agreed upon subject to maximum of prevailing market rate between the Contract Manager and the contractor before the execution of such items of service.
- 2) The contractors shall be bound to notify the Contract Manager at least seven days before the necessity arises to execute such extra items of Services for which the Price Schedule/ Contract

does not include rate or rates.

- 3) The rates payable for such extra items shall be decided at the meeting between the Contract Manager and Contractor, in as short a period as possible after the need for the extra item has come to the notice. In case the contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Procuring Entity shall be entitled to execute such extra items of Service by other means, and the contractor shall have no claim for loss or damage that may result from such procedure.
- 4) Provided that if the contractor commences such items of Service or incurs any expenditure in this regard before the rates as determined and agreed upon as mentioned above, then and in such a case, the contractor shall only be entitled to be paid in respect of the Services carried out or expenditure incurred by him before the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Contract Manager. However, if the contractor is not satisfied with the decision of the Contract Manager in this respect, he may appeal to the Executive Director, Highway Vertical within 30 days of getting the decision of the Contract Manager, supported by analysis of the rates claimed. The Executive Director, Highway Vertical decision after hearing both the parties in the matter would be final and binding on the contractor and the Procuring Entity.

9. Deployment of Resources

9.1. Site and Assets thereon

9.1.1. Site of Service Delivery

- 1) The site for Service delivery shall be the lands, spaces, and other places on, under, in or through which the Services are to be carried out and any other lands or places provided by the Procuring Entity for the contract.
- 2) No land or building or any other asset belonging to or in possession of the Procuring Entity shall be occupied by the contractor without the permission of the Procuring Entity. The contractor shall not use or allow to be used the site for any purposes other than executing or concerning the execution of the services.
- 3) Facilities for Inspection: the contractor shall afford the Contract Manager and his representative every facility for entering in and upon every portion of the site at all hours for inspection or otherwise and shall provide all facilities required for the purpose. The Contract Manager and his representative shall have free access to every part of the site and all places at which materials, tools, and plants are stored or prepared for the Services.
- 4) Existing Roads and Waterways: Existing roads or water courses shall not be blocked, cut through, altered, diverted, or obstructed in any way by the contractor, except with the permission of the Contract Manager. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the contractor or his agent or his staff shall be recoverable from the contractor by deduction from any sums which may become due to him in terms of Contract, or otherwise according to law.
- 5) Non-Obstruction of Access: During the progress of Services in any street or thoroughfare, the contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the Services and shall react and maintain at his cost barriers, lights and other safeguards as prescribed by the Contract Manager, for the regulation of the traffic, and provide security staff necessary to prevent accidents.

- 6) No Obstruction to Flow of Work and Personnel of Procuring Entity: Contractor shall arrange his work in consultation with the Contract Manager in such a manner to avoid obstruction to the normal flow of work and personnel of the Procuring Entity at the site, preferably utilising non-business hours for such obstructive or hazardous activities.

9.1.2. Temporary Works at Site

- 1) The contractor shall at his own expense erect temporary works, e.g., sheds, yards, and storehouses in such situations, and such numbers as in the opinion of the Procuring Entity is requisite for performing the Services. The contractor shall keep at each such sheds, yards, and store-houses a sufficient quantity of materials/ plant in stock as not to delay the performance of the Services with due expedition. The Procuring Entity and its representative shall have free access to the said sheds/yards/ store houses at any time to inspect the stock of materials or plant so kept in hand, and any materials or plant which the Procuring Entity may object to shall not be brought upon or used in the services but shall be forthwith removed from the sheds/yards/store houses by the contractor.

9.1.3. Security Arrangements

- 1) The contractor shall secure security arrangements at the site against unauthorised access/ trespass, pilferage, theft, leakage or misuse of property or belongings of his or his staff or Procuring Entity and its Staff by his staff or third parties or trespassers.
- 2) Preservation of Peace
- (a) the contractor shall take requisite precautions and use their best endeavours to prevent any riotous or unlawful behaviour by or amongst their workers and others, employed directly or through the petty contractors or sub-contractors for services, and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the site of services.
- (b) If the Procuring Entity stipulates maintenance of a special Police Force at or in the vicinity of the site during the tenure of service Contract, the expenses thereof shall be borne by the contractor and, if paid by the Procuring Entity, shall be recoverable from the contractor.
- 3) Prohibition of Smoking and Intoxicants: the contractor or his staff or any labour employed through sub-contractors or petty contractors shall be prohibited from Smoking in 'No Smoking Zone' and in Public Places and also prohibited from the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on-site or near the site or in any of the facilities, sites, buildings, encampments, or tenements owned, occupied by or within the control of the contractor or any of his employees. The contractor shall exercise influence and authority to the utmost extent to secure strict compliance with this condition.

9.1.4. Safety Issues

- 1) The contractor shall be responsible for the safety of all activities on the Site.
- 2) The contractor shall be responsible for the safety of all persons employed by him on Site, directly or through petty contractors or Sub-Contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the contract manager or his representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the contractor in such cases expeditiously as per the Workmen's Compensation Act and other labour

codes.

- 3) Safety of Public and Third parties: the contractor shall be responsible for taking all precautions to ensure the safety of the public and third parties, whether on public or Procuring Entity's property and shall post look out, such persons as may, in the opinion of the Contract Manager, be required to comply with regulations appertaining to the service. No explosives shall be used for the Services rendered or on the site by the contractor.

9.1.5. Clearance of Site on Completion

On completion of the services, the contractor shall clear away and remove all tools /plants and surplus materials, rubbish and temporary works of every kind and leave the whole of the site clean to the satisfaction of the Contract Manager.

- 1) If the contractor provides temporary huts on the Procuring Entity land for labour engaged by him to execute services, the contractor shall arrange for handing over vacant possession of the said land after the service is completed.
- 2) No final payment in settlement of the accounts for the Services shall be paid, held to be due or shall be made to the contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him.
- 3) In the event of failure on the part of the contractor to comply with this provision within 7 days after receiving notice for clearance of Procuring Entity's site and lands, the Contract Manager shall cause them to be removed through public sales of such materials and property or in such a way as deemed fit and convenient and cost as increased by supervision and other incidental charges shall be recovered from the contractor. If the contractor's labour refuses to vacate and has to be ejected following due process by the Procuring Entity, necessary expenses incurred by the Procuring Entity in connection shall be borne by the contractor. The Procuring Entity shall not be held liable for any loss or damage to the contractor's property as may be on the site and due to such removal.

9.2. Key and Non-key Personnel

9.2.1. Key Personnel

- 1) The titles, job descriptions, minimum qualifications, and estimated periods of the contractor's Key Personnel engagement in carrying out the Services are described in Format 1.1.1.
- 2) Substitution of key personnel shall only be allowed in compelling or unavoidable situations, and the substitute shall be of equivalent or higher credentials. Such substitution shall not exceed the limit specified in SCC (or 30%, if not specified) of total key personnel.
- 3) Substitution of the first 10% of key personnel shall be subject to reduction of remuneration by a percentage specified in SCC (or 5%, if not specified) of the remuneration which would have been paid to the original personnel from the date of the replacement till completion of the contract. Such reduction in remuneration shall progressively increase further for subsequent substitutions as specified in SCC. If not specified, the reduction in remuneration shall be 10% and 15% respectively for the subsequent two slabs of 10% substitutions of key personnel (i.e. till 30% substitution).

9.2.2. Non-key Personnel

- 1) The contractor must ensure deployment of non-key Personnel as per the Personnel Deployment Plan in Format 1.1.1 and approved Works Programme as updated. If the Contract Manager

believes that the contractor is not employing sufficient staff and workers as is specified or otherwise for the proper execution of the Services, he shall issue a notice to the contractor for remedial measures. The contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Contract Manager immediately, and failure on the part of the contractor to comply with such instructions shall entitle the Procuring Entity to penalize the contractor for the shortfall in performance or terminate the contract as per the contract and avail all the remedies thereunder. Such action shall be in addition to deduction from Contractor's payment cost of shortfall personnel as per Format 1.1.1.

- 2) The contractor shall also deploy efficient and competent supervisory staff to give the necessary directions to his workers and to see that they provide their services desirably and adequately and shall employ only such supervisors, workers & labour in or about the execution of any of these Services as are careful and skilled in the various trades. Daily attendance records of such supervisors and labour shall be maintained.
- 3) Procuring Entity reserves its right to ask for additional manpower, and the contractor shall be contractually bound to provide such manpower at one week's advance notice – which shall be paid extra at rates quoted.
- 4) Police Verification of Labour employed by Contractor: the contractor must submit Police Verification certificates in a format prescribed by the Police Department (or as directed by the Contract Manager) for all contractual staff hired for delivery of Services for Procuring Entity.
- 5) Restrictions on the Employment of Retired Staff or Officers or Managers of Procuring Entity Services within One Year of their Retirement: the contractor shall not, himself be a retired Government Manager of Gazetted rank, or engage any employee or associate who is a retired Government Manager of Gazetted rank, if such persons have not completed one year from the date of retirement, in connection with this Contract in any manner whatsoever without obtaining prior permission of the relevant authority. If the contractor is found to have contravened this provision, it shall constitute a breach of contract and Procuring Entity shall be entitled to terminate the contract and avail any or all the remedies thereunder.
- 6) The contractor shall, when he is not personally present on the site of the workplace, shall keep a responsible agent during working hours who shall, on receiving reasonable notice, present himself to the Contract Manager and orders given by the Contract Manager or his representative to the agent shall be deemed to have the same force as if they had been given to the contractor. Before absenting herself, the contractor shall furnish the name and address of his agent for this clause and failure on the contractor's part to comply with this provision at any time shall entitle the Procuring Entity to terminate the contract and avail any or all the remedies thereunder.

9.2.3. Removal of Personnel on Orders of Contract manager

- 1) If the Procuring Entity finds that any of the Personnel have (i) committed severe misconduct or have been charged with having committed a criminal act, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the contractor shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity, subject to sub-clause 2) below.
- 2) The contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

9.3. Key and Non-key Equipment, Tools and Plants

- 1) The details of Key Equipment required to be deployed are described in Format 1.1.2.

- 2) Except as the Procuring Entity may otherwise agree, no changes shall be made in the deployment of Key Equipment. If it becomes necessary to replace any of the Key Equipment for any reason beyond the contractor's reasonable control, the contractor shall provide Equipment of equivalent or better performance as a replacement.
- 3) The contractor must ensure deployment of non-key Equipment as per the Equipment Deployment Plan in Format 1.1.2 and approved Works Programme as updated. In the event of the Contract Manager believing that the contractor is not employing on the Services sufficient Equipment/Tools/ Plant as is specified or otherwise for the proper execution of the Services within the prescribed procedure and time, the contractor shall forthwith on receiving intimation to this effect deploy the additional equipment/ tools/ plants as specified by the Contract Manager immediately and failure on the part of the contractor to comply with such instructions shall entitle the Procuring Entity to penalize the contractor under shortfall in performance or terminate the contract as a breach of contract. Such action shall be in addition to a deduction from Contractor's payment cost of shortfall Equipment as per Equipment Deployment Plan in Format 1.1.2.
- 4) The Contract Manager or his representative shall be entitled to order within the time stipulated in the order:
 - (a) The removal of any equipment/ tools/ plants which in their opinion are not as per the performance standards.
 - (b) The substitution of proper and suitable equipment/ tools/ plants

9.4. Materials Deployment

- 1) Deployment of adequate inventory and supply chain of materials specified and provided in the contract or necessary for the delivery of Services or Personnel and Equipment deployed shall be of specified specification and quality and if not specified as per the best of market and business practices. The materials may be subjected to tests employing such machines, instruments and appliances as the Procuring Officer may direct and wholly at the contractor's expense.
- 2) Except as the Procuring Entity may otherwise agree, no changes shall be made in such materials' deployment, inventory, or supply chain. If for any reason beyond the contractor's reasonable control, it becomes necessary to do so, the contractor shall provide a replacement by materials of equivalent or better quality.
- 3) The contractor must ensure the deployment of materials as per the Materials Deployment Plan in Format 1.1.3 and the approved Works Programme as updated. In the event of the Contract Manager believing that the contractor is not employing on the Services sufficient materials/ inventory as is specified or otherwise for the proper execution of the Services within the prescribed procedure and time, the contractor shall forthwith on receiving intimation to this effect deploy additional materials/ inventory as specified by the Contract Manager immediately and failure on the part of the contractor to comply with such instructions shall entitle the Procuring Entity to penalize the contractor under shortfall in performance or terminate the contract as a breach of contract. Such action shall be in addition to deduction from Contractor's payment cost of shortfall materials as per Materials Deployment Plan in Format 1.1.3.

9.5. Property in Equipment and Materials brought to Site.

The materials and plant brought by the contractor upon the site or on the land occupied by the contractor in connection with the Services and intended to be used for the execution shall not be removed from the site without the approval of the Procuring Entity. However, materials/ equipment which the Contract Manager rejects under GCC-clause 7.3 during the progress of the Services, or

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which after the grant of the certificate of completion, are declared as not needed or those that remain unused, can be removed from the site or the said land by the Contractor. This clause shall not in any way diminish the liability of the contractor nor shall the Procuring Entity be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, damaged, or destroyed by fire, tempest or otherwise.

10. Delivery of Services and delays

10.1. Works Programme

- 1) Before commencement of the Services, the contractor shall submit for approval of the Contract Manager a Works Programme showing the Methods; schedule of delivery of services, the deployment plans for Personnel; Equipment and Materials for the execution of the services. The programme of delivery of Services amended as necessary by discussions with the Contract Manager shall be treated as the agreed Works programme for this Contract. The Services shall be carried out and monitored as per the approved Program as updated.
- 2) Unless otherwise stipulated in the contract or agreed between the parties, the Works Programme shall be based on round-the-clock (24X7) operations without violating statutory regulations.

10.2. Compliance to Contract Manager's Instructions

- 1) The Contract Manager shall direct the order in which the several components of the Services shall be provided, and the contractor shall execute without delay all orders given by the Contract Manager from time to time. Still, the contractor shall not be relieved thereby from responsibility for the due performance of the Services in all respects.
- 2) Any instructions or approval given by the Contract Manager's representative to Contractor in connection with the Services shall bind the contractor as though the Contract Manager had given it provided as follows –
 - (a) Failure of the Contract Manager's representative to disapprove any work/ Services or materials shall not prejudice the power of the Contract Manager after that to disapprove such Services or material and order the rectification thereof.
 - (b) If the contractor is dissatisfied because of any decision of the Contract Manager's representative, he shall be entitled to refer the matter to the Head of Procurement through the Contract Manager, who shall there upon confirm or vary such decision.
- 3) Compliance with Contractor's Request for Details: the Contract Manager shall furnish with reasonable promptness, after receipt of the contractor's request, additional instructions regarding procedures, specifications or otherwise, necessary for the proper performance of the Services or any part thereof. All such procedures, specifications and instructions shall be consistent with the contract Documents and reasonably inferable from them.

10.3. Commencement of Services

- 1) Effective Date of Contract: Contractor shall commence the Services and shall proceed with due expedition and without delay, from the effective date of Contract (all dates of delivery shall be counted from such a date), which shall be the date mentioned as the effective date in the contract, or if not so mentioned:
 - (a) 15 days from (unless specified otherwise in that order) the date of an order to this effect from the Contract Manager, or if no such order is issued,

(b) 15 days from the date Contract has been signed by the Procuring Entity

10.4. Time for Delivery of services and Extensions Thereof

The time and uninterrupted delivery of Services shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Services before completion of the whole; the contractor shall fully and finally complete the whole of the services comprised in the contract as per the Delivery and Completion Schedule stipulated in Format 1.1: Description of Services. If at any time during the currency of the contract, the contractor encounters conditions hindering the timely performance of services, the contractor shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the completion schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract in terms of the following clauses.

10.4.1. Extension Due to Modification

The Contract Manager might grant a reasonable extension of the completion date if any modifications ordered materially increase the time for delivery of the services. The contractor shall be responsible for requesting such extension of the date as soon as the cause thereof shall arise and, in any case, not less than one month before the expiry of the date fixed for completion of the services.

10.4.2. Extension for Delay Not Due to Contractor

- 1) If in the opinion of the contractor, the progress of Services has any time been delayed due to following reasons, then within 15 days of such happening causing delay, he shall give notice thereof in writing to the Contract Manager, but shall nevertheless do due diligence to bring down or make good the delays and to proceed with the services:
 - (a) any act or neglect of other contractor employed by the Procuring Entity or in executing the work/service not forming part of the contract but on which Contractor's performance necessarily depends or
 - (b) proceeding taken or threatened by or dispute with external third parties arising otherwise than from the contractor's own default etc. or
 - (c) any act or neglect of Procuring Entity's employees or
 - (d) delay authorized by the Contract Manager pending arbitration or
 - (e) the contractor not having received in due time necessary instructions from the Procuring Entity for which he shall have especially applied in writing to the Contract Manager or his authorized representative.
 - (f) hand over possession of the site or the necessary facilities/ documents/ data or instructions by the Procuring Entity to the contractor or
 - (g) give the necessary notice to commence the services, or
 - (h) any other delay caused by the Procuring Entity due to any other cause whatsoever.
- 2) the contractor may also indicate the period for which the Services is likely to be delayed and ask for a necessary extension of time. On receipt of such request from the contractor, the Contract

Manager shall consider the same and grant such extension of time as in his opinion is reasonable regarding the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period. The same rates, terms, and conditions as the original Contract shall apply during the extended period.

10.4.3. Extension of Time for Delay Due to Contractor

- 1) If the contractor fails to deliver the Services within the fixed/ extended period for reasons other than those stipulated in GCC-clause 10.4.1 and 10.4.2 above, the Procuring Entity may, if satisfied that the service delivery can still be completed within a reasonable time, extend the period further.
- 2) On such extension, the Procuring Entity shall be entitled without prejudice to any other right and remedy available on that behalf to recover from the contractor as agreed damages and not by way of penalty Liquidated Damages as per GCC-clause 10.5 below.
- 3) Provided further, that if the Procuring Entity is not satisfied that the service can be completed by the contractor or in the event of failure on the part of the contractor to complete the service within the extension of time allowed further as aforesaid, the Procuring Entity shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies thereunder, whether or not actual damage is caused by such default.
- 4) Inordinate Delays: Delays due to the contractor of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of the Procuring Entity.

10.5. Damages and Deductions Thereof

10.5.1. Right of the Procuring Entity to recover Damages.

Procuring Entity shall be entitled to, and it shall be lawful for him to recover damages for the shortfall in performance and Liquidated damages as detailed in this clause from all payments due or any Performance Security or any retention money. This clause does not limit Procuring Entity from imposing more than one damages under the contract, and such damages shall be applied concurrently.

10.5.2. Damages for Shortfall in Performance

The Procuring Entity shall, without prejudice to other rights and remedies under the contract, recover as damages for the shortfall in performance, but not as a penalty, 0.5% percent (or any other percentage prescribed) of the delivered price (including elements of GST & freight) of the defective Services, If the contractor fails to perform the Services as per Performance Standards and Quality, without having to prove actual loss incurred.

10.5.3. Liquidated damages

- 1) Subject to GCC-clause 10.4, if the contractor fails to perform the Services within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as liquidated damages for each week of delay or part thereof until actual delivery or performance, but not as a penalty, a sum equivalent to the 0.125% percent (or any other percentage if prescribed) of the related monthly bill of the Services. Besides liquidated damages during such a delay, the denial clause as per GCC-clause 10.5.4 shall also apply.
- 2) Any failure or delay by any sub-contractor, though their employment may have been sanctioned, shall not be admitted as a ground for any extension of time or for exempting the contractor from

liability for any such loss or damage as aforesaid.

10.5.4. Denial Clause:

- 1) No increases in price on account of any statutory increase in or fresh Imposition of GST, or on account of any other taxes/ duty/ cess/ levy) leviable in respect of the Services and incidental goods/ works stipulated in the said Contract which takes place after the original delivery date shall be admissible on such of the said Services, as are delivered after the said date; and
- 2) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including the price variation clause, no such increase after the original delivery date shall be admissible on such Services delivered after the said date.
- 3) Nevertheless, the Procuring Entity shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, or on account of any other Tax or duty or any other ground as stipulated in the price variation clause, which takes place after the expiry of the original delivery date.

10.5.5. Limit on total Damages

However, deduction on account of damages for delays and performance under this clause GCC 10.5, put together shall be subject to a maximum of 10% (or any other percentage if prescribed) of the entire value of Contract of Services. Penalties/ liabilities outside this clause shall be covered by clause GCC 13.1.5.

10.6. Suspension of Services

10.6.1. Suspension Ordered by Contract Manager

The contractor shall, on the order of the Contract Manager, suspend the progress of the Services or any part thereof for such time or times and in such manner as the Contract Manager may consider necessary, and shall during such suspension, adequately protect and secure the site and assets so far as is necessary in the opinion of the Contract Manager. If such suspension is –

- 1) Provided for in the contract, or
- 2) Necessary for the proper execution of the Services or because of extraneous conditions or by some default on the part of the contractor and or
- 3) Necessary for the safety of the Services or any part thereof

10.6.2. Extension of Time and Compensation

The contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the service, but in the event of any suspension ordered by the Contract Manager for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contract Manager shall extend the time of service for completion of the Services as he may consider proper, having regard to the period or periods of such suspensions and such compensations as the Contract Manager may consider reasonable in respect of expenses incurred by the contractor during the periods of such suspension.

10.6.3. Suspension Lasting More Than 3 Months

If the Contract Manager suspends the Services or any part thereof for more than three months at a time, the contractor may serve a written notice on the Contract Manager requesting permission to proceed with the suspended part(s) of service. If such permission is not granted within 15 days from the receipt thereof, the contractor by further written notice may, treat the suspended part(s) of the

service as deleted from the Contract. If the whole of the services has been suspended, he may treat it as a breach of the contract by the Procuring Entity and avail any or all remedies provided in this regard in the contract.

10.7. Force Majeure

- 1) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this Contract before such termination.
- 2) Notwithstanding the remedial provisions contained in GCC-clause 10.5 and 13, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

11. Prices and Payments

11.1. Prices

11.1.1. Firm Prices

Unless otherwise stipulated in the contract, Prices shall be fixed and firm. If the Price Variation Clause is included, such up and down variations shall also be payable.

11.1.2. Price Variation Clause - NOT APPLICABLE

- 1) In case the contract provides for a Price Variation Clause or variation on any other account, the price shall be subject to adjustment as per such clauses, only during the original Delivery Period, subject to the following:
- 2) Any increase due to such variations during the extended delivery period, beyond the original delivery period, shall not be paid by the Procuring Entity; however, it shall be entitled to any reduction during this period under the GCC-clause 10.5.4 (Denial Clause).
- 3) Taxes and duties, if any, chargeable and payable on the Services shall be charged on the nett price after variations.
- 4) While claiming payments where such variations are applicable, the contractor must submit its calculations for each invoice, even if the payment on account of these variations is nil. Any price reduction due to such variations must be passed on to the Procuring Entity.
- 5) No Other Claim due to Variations: With the payment of such variations, no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc.

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- 6) If the Price Variation clause is applicable as per the contract, the price shall be subject to adjustment to take care of the changes in the cost of labour, material, and fuel/ power components as per the price variation formula specified therein. The amount payable on account of Price variation shall be settled every quarter.
- 7) Base Month and Quarter: Unless otherwise stipulated in the contract, the Base Month for 'Price Variation Clause' shall be taken as the month before the month of the last date of bid submission, if any, unless otherwise stated elsewhere. The Base Quarter for applicability of PVC shall end on the Base Month. Unless the contract has stipulated a different time lag for reckoning Price Variation, the month of reckoning the varied price shall be the month before the month in which delivery has been made. The Quarter of reckoning for applicability of PVC shall end on the Month of reckoning. The Price Variation shall be based on the relevant Indices in the Base Quarter and Quarter of reckoning.
- 8) Applicability: If Contract provides for some inputs to be supplied by Procuring Entity free or at a fixed rate, cost of such inputs shall be excluded from the value of the Goods supplied in the relevant quarter for payment/recovery Of price variation.

11.2. Taxes and Duties

- 1) The contractor shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the Services to the Procuring Entity. Further instruction, if any, shall be as provided in the SCC.
- 2) If applicable under relevant tax laws and rules, the Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.
- 3) Payment of GST Tax under the contract:
 - (a) The payment of GST and GST Cess to the contractor shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery of Services shall be shown being made in the name, location/ state, and GSTIN of the beneficiary of the Services only, the location of the procurement office of the procuring entity has no bearing on the invoicing.
 - (b) While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity, as and if permitted under the contract, the contractor shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the contractor) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the contractor. The contractor shall also refund the appropriate amount to the Procuring Entity immediately after receiving the same from the concerned authorities.
 - (c) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess delivery of Services or revision in prices or any other reason under the contract shall be submitted to the Procuring Entity in compliance with GST provisions.
 - (d) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the provision of Services is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:
 - i) The Procuring Entity shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault. Wherever the contractor invoices the Goods at

GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.

- ii) However, the Procuring Entity shall not be responsible for the contractor's tax payment or duty under a misapprehension of the law.
 - iii) Bidder is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.
 - iv) In case of profiteering by the contractor relating to GST tax, the contractor shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.
- (e) The contractor should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.
- (f) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the nett balance payment due.
- 4) Statutory Variation Clause: Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the contractor. The benefit of any reduction in GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates takes place after the last date of bid submission.

11.3. Terms and Mode of Payment

- 1) Unless otherwise stipulated, the usual payment term is 100% on delivery and acceptance of Services at 'the Site' by the Procuring Entity and the contractor's production of all required documents.
- 2) The payments shall be made in the manner as per Procuring Entity's payment procedures. Unless otherwise stipulated in the contract, payments above INR 5,000 (or any other threshold specified) to Contractors shall be made through EFT only. The contractor shall give his consent in a mandate form for receipt of payment through NEFT. In case of non-payment through EFT, or where the EFT facility is not available, payment may be released through cheque.
- 3) In Domestic Contracts, payments shall only be made in Indian Rupees. In Global Tenders, payment to foreign bidders shall be made in the currency/ currencies authorized in the contract. However, agency commission and local value addition shall be paid only in Indian Rupees.
- 4) The contractor shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in Contract and a manner as also specified therein.
- 5) While claiming payment, the contractor is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor for claiming that payment has been fulfilled as required under the contract.

11.4. Withholding and lien in respect of sums claimed:

- 1) Whenever any claim or claims for payment of a sum of money arises against the contractor, out of or under the contract, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from –
 - (a) any security or retention money, if any, deposited by the contractor.
 - (b) any sum(s) payable till now or hereafter to the contractor under the same Contract or any other contract with the Procuring Entity if the security is insufficient or if no security has been taken from the contractor.
- 2) Where the contractor is a partnership firm or a limited company, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his capacity or otherwise.
- 3) It is an agreed term of the contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is determined under clause GCC 12 and/ or 13. The contractor shall have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor.
- 4) Lien in respect of Claims in other Contracts: Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Procuring Entity or Government against any claim of the Procuring Entity or Government in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Procuring Entity or Government.

11.5. Payments to Contractor

- 1) Time-Based (Inputs admeasurement): Unless instructed in writing by the Procuring entity, payments shall not be made for any extra inputs deployed over and above the Input Deployment Plans (Personnel, equipment, materials etc.) mentioned in the contract. Nevertheless, if such inputs are deployed less than those stipulated, deductions shall be made based on the rates indicated for the inputs (Personnel, equipment, materials etc.) in the contract.
- 2) Unit-Rate (Output admeasurements): Unless otherwise stipulated, payments shall be made every month for the volume of Services rendered during the period.
- 3) Lumpsum: Unless otherwise stipulated, payments shall be made only on completion of Services.
- 4) Percentage (of Value of Transactions): The payment for the total price of Services calculated at the percentage of the actual value of Activities rendered shall be made either every month or on completion of milestones or on completion of entire Services whichever is stipulated in the contract.

11.5.1. "On-Account" Payments

The contractor shall be entitled to be paid every month (unless otherwise stipulated in the contract) by way of "On-Account" payment, only for such Services, as in the opinion of the Contract Manager, the contractor has executed in terms of the contract during the month. All payments due against the Contract Manager or his representative's certificates of measurements shall be subject to any

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deductions, which may be made under the contract, always provided that the Contract Manager may by any certificate make any correction or modification in any previous certificate, which he may have issued. The Contract Manager may withhold any certificate if the Services or any part thereof are not being carried out as per the contractual performance standards.

11.5.2. On Account Payments Not Prejudicial to Final Settlement

"On-Account" payments made to the contractor shall be without any prejudice to the final settlement of the accounts (except where measurements are noted explicitly in the Measurement Book as "Final Measurements" and the contractor has signed it such). They shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of service having been executed nor of the manner of its execution being satisfactory.

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11.5.3. Claims for Variations

the contractor shall prepare and furnish to the Contract Manager once in every month an account giving complete and detailed particulars of all claims for any additional expenses to which the contractor may consider himself entitled to and of all extra or additional works ordered by the Contract Manager which he has executed during the preceding month and no claim for payment for and such work shall be considered which has not been included in such particulars.

11.5.4. Advance Payments - NOT APPLICABLE

- 1) If the contract provides explicitly for Advance Payments to be made to the contractor, the following procedure shall apply:
 - (a) On the request of the contractor, the Procuring Entity shall make the following advance payment (subject to a maximum of 10% (ten percent) of the initial contract price) to the contractor against submission by the contractor of an Unconditional Bank Guarantee from a Commercial bank acceptable to the Procuring Entity in amounts equal to 110% (one hundred ten percent) of the amount of the advance payment being requested. Advance payments shall be released in not less than two instalments, commensurate with the progress of work and mobilization of required equipment etc.:
 - i) Mobilization advances up to 5% (five percent) of the initial contract price.
 - ii) Equipment Advance up to 90 % (ninety percent) of the cost of the new equipment brought to the site, subject to maximum of 5% of the initial contract price.
- 2) The Bank Guarantee shall remain effective until the advance payment has been repaid, but the amounts repaid by the contractor shall progressively reduce the guaranteed amount. Interest shall not be charged on the advance payment. However, if the contract is terminated due to the contractor's default, the Mobilization Advance and the Equipment Advance shall be deemed an interest-bearing advance at the prevailing rate (MIBID - Mumbai Interbank Bid Rate) on the date of such advance payment.
- 3) the contractor is to use the advance payment only to pay for Equipment, plant and Mobilization expenses explicitly required for the performance of Services. The contractor shall demonstrate that the advance payment has been used in this way by Utilization certificate enclosing copies of invoices or other documents to the Contract Manager. Further instalments shall be released after getting a satisfactory utilization certificate from the contractor for the earlier instalment. In case of Equipment advance, insurance and hypothecation to the Procuring Entity must be ensured by the Contractor.

- 4) The advance payment shall be recovered in a time-based manner not linked with the progress of work by deducting proportionate amounts from payments otherwise due to the contractor for the Services performed. Any delayed recoveries due to late submission of bills by the contractor shall attract interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate). No account shall be taken of the advance payment or repayment in assessing valuations of Services performed, variations, price adjustments, or liquidated damages.

11.5.5. Preconditions for Passing the Bills

- 1) The Contract Manager shall ensure and cross-check with all relevant records before passing the bills of the contractor. Upon verification of the records by Procuring Entity, payments can be released to the contractor.
- 2) The contractor shall ensure that Minimum gross wages, including ESI, EPF etc., is paid as per the actuals by the contractor to all workers, and portions to be deposited with the relevant authorities has also been deposited by him. If the contractor fails to pay the gross minimum wages, the same shall be informed to the Regional Labour Commissioner.
- 3) The Contract Manager shall ensure that the contractor submits all the relevant records related to statutory obligations and agreement conditions for claiming monthly bills.
- 4) Every month, Procuring Entity may, if required, cross-verify the contractor's monthly statements regarding EPF and other contributions from the EPFO's records online. The contractor must provide documentary evidence to show coverage of all his workers or labour under the schemes mentioned in GCC annually.

11.6. Completion Certificate and Final payment

11.6.1. Completion Certificate

Upon a written intimation from the contractor, the Contract Manager shall issue a certificate of completion duly indicating the date of completion after satisfying himself of the following. The Contract Manager may also issue such a certificate indicating the date of completion concerning any part of the service (before the completion of the whole of service), which has been completed to the satisfaction of the Contract Manager:

- 1) that the whole of the Services to be done under the provisions of the contracts have been completed or when any such certificate is given in respect of part of a service, such part shall be considered completed.
- 2) that they have been inspected by him since their completion and found to be in good and substantial order,
- 3) that such completed services have satisfactorily passed any final test or tests that may be prescribed,
- 4) that all properties, works and things, removed, disturbed, or damaged in consequence of the Services have been adequately replaced and
- 5) that the contractor has returned in good condition, all assets loaned or hired from the Procuring Entity and has given a satisfactory account of payments made to or retained by the Procuring Entity for such loaned/ hired assets,
- 6) that the contractor has made good and satisfied in conformity with the contract all expenses and demands:

- (a) incurred by or made upon by the Procuring Entity.
- (b) for or in respect of damages or losses from or in consequence of the services.

11.6.2. Approval Only by Completion Certificate:

No certificate other than completion certificate referred to in sub-clause above shall be deemed to constitute approval of any service or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the contractor or of additional varied Services having been ordered by the Contract Manager nor shall any other certificate conclude or prejudice any of the powers of the Contract Manager.

11.6.3. Cessation of Procuring Entity's Liability

After the issue of Completion Certificate, the Procuring Entity shall not be liable to the contractor for any matter arising out of or in connection with the contract for the delivery of the Services, unless the contractor shall have claimed in writing in respect thereof before the issue of the Completion Certificate for service in Contract.

11.6.4. Unfulfilled Obligations

Notwithstanding the issue of Completion Certificate for service, the contractor and the Procuring Entity shall remain liable for the fulfilment of any obligation incurred under the provision of the contract before the issue of the Completion Certificate for service, which remains unperformed at the time such certificate is issued. The contract shall be deemed to remain in force till the nature and extent of any such obligations are determined.

11.6.5. Final Payment

The contractor shall submit a Final bill on the Contract Manager's certificate of completion regarding the services. The Final payment shall be made as per the following calculations to the contractor after receiving a clear "No Claim Certificate" signed from him:

- 1) the total quantity of service executed by the contractor upto the completion date based on the Contract Manager or his representative's certified measurements.
- 2) priced at the rates in the Price Schedule in the contract and for extra works on rates determined under GCC-clause 8.4 of these Conditions.
- 3) necessary adjustment for any payments already made or retained
- 4) any deduction which may be made under the contract,
- 5) a complete account of all claims Contractor may have on the Procuring Entity, and the Contract Manager gave a certificate in writing that such claims are correct

11.6.6. No Claim Certificate and Release of Contract Securities

The contractor shall submit a 'No-claim certificate' to the Procuring Entity in such form as shall be required by the Procuring Entity after the Services are finally admeasured and before the final payment/ performance securities are released. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the contractor. The contractor shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim" Certificate in favour of the Procuring Entity. The Contactor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

11.6.7. Post Payment Audit

Notwithstanding the issue of Completion Certificate and release of final Payment, the Procuring Entity reserves the right to carry out within 180 days (unless otherwise stipulated in the contract) of such completion/ final payment, a post-payment audit and/ or technical examination of the Services and the final bill including all supporting vouchers, abstracts etc. If any over-payment to the contractor is discovered due to such examination, the Procuring Entity shall claim such amount from the contractor.

11.6.8. Signature on Receipts for Amounts

Every receipt for money, which may become payable, or for any security which may become transferable to the contractors, under the contract, shall if signed in the partnership name by any one of the partners of a Contractor's firm, be a suitable and sufficient discharge to the Procuring Entity in respect of the sums of money or security purported to be acknowledged thereby. In the event of death of any contractor, partners during the pendency of the contract, every receipt by anyone of the surviving constituents shall be suitable and sufficient discharge as aforesaid. Nothing in this Clause shall be deemed to prejudice or effect any claim that the Procuring Entity may hereafter have against the legal representative regarding any breach of any contract conditions by any contractor partner/member so dying. Nothing in this clause shall be deemed to prejudice or effect the respective rights or obligations of the contractor partners/ members and the legal representatives of any deceased Contractor partners/ members.

11.7. Defects Liability Period

- 1) The contractor warrants that the Services have been delivered as per description, scope/ quantum, performance standards and quality outlined in the contract. This Defect Liability shall be in effect for a period stipulated in the contract (or if not specified for ninety (90) days) from completing the Services. The contract shall be deemed alive during this period, even if final payment and/ or Performance Guarantee has been released.
- 2) During the Defects Liability Period, upon discovering any deficiencies in outputs/ outcomes attributable to a shortfall in scope/ quantum, performance standards and quality of the performed Services, the Procuring Entity shall give written notice to the contractor.
- 3) Upon receiving such notice, the contractor shall, within 21 days (or within any other period, if stipulated in the contract), expeditiously remedy or reperform the Services or parts thereof, free of cost, at the site.
- 4) If the contractor, having been notified, fails to rectify/ replace the defect(s) within 21 days (or within any other period, if stipulated in the contract), it shall amount to breach of Contract, and the Procuring Entity shall proceed to take such remedial action(s) as deemed fit by it as detailed.

11.8. Payment Against Time-Barred Claims

All claims against the Procuring Entity shall be legally time-barred after three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. The Procuring Entity is entitled to, and it shall be lawful for it to reject such claims.

11.9. Commissions and Fees

The Service Provider shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract. The information disclosed must include the name and address of

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the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee in a format similar to Form 1.3 of the Tender Document.

12. Resolution of Disputes

12.1. Disputes and Excepted Matters

All disputes and differences between the parties hereto, as to the execution or operation of this Contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Contract Manager and the contractor, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing relevant Contractual clause to the designated authority requesting for invoking the following dispute resolution mechanism. The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

- 1) Adjudication
- 2) Conciliation
- 3) Arbitration

12.2. Excepted Matters

Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of the Procuring Entity, thereon shall be final and binding on the contractor. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

- 1) Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
- 2) Issues related to the pre-award tender process or conditions
- 3) Issues related to ambiguity in Contract terms shall not be taken up after a Contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor.
- 4) Provisions incorporated in the contract, which are beyond the purview of The Procurement Entity or are in pursuance of policies of Government, including but not limited to
 - (a) Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of Make in India policy of the Government
 - (b) Provisions regarding restrictions on Entities from Countries having land borders with India in terms of the Government's policies in this regard
 - (c) Purchase preference policies regarding MSEs and Start-ups etc.

12.3. Adjudication

After exhausting efforts to resolve the Dispute with the Contract Manager executing the contract on behalf of the Procuring Entity, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to the authority mentioned in the contract (hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. During his adjudication, the Adjudicator shall give adequate opportunity to the contractor to present his case. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the abovementioned time-frame, the contractor may proceed to invoke the process of Conciliation as follows.

12.4. Conciliation of disputes

- 1) Any party may invoke Conciliation by submitting "Notice of Conciliation" to the Authority mentioned in the contract. Since conciliation is a voluntary process, within 30 days of receipt of "Notice of Conciliation", the Authority mentioned in the contract shall notify a sole Conciliator if the other party is agreeable to enter Conciliation. If the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration.
- 2) The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the terms of Contract, within 60 days from the date of appointment of Conciliator.
- 3) If the parties reach an agreement on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.
- 4) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- 5) Termination of Conciliation: Disputes shall remain alive if the conciliation is terminated as follows:
 - (a) By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such declaration; or
 - (b) By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of such declaration; or
 - (c) If the parties fail to reach an agreement on a settlement of the dispute, within 60 days of the appointment of Conciliator
- 6) On termination of Conciliation, if the dispute is still alive, the aggrieved party shall be free to invoke Arbitration.

12.5. Arbitration Agreement

12.5.1. This Agreement

- 1) This Arbitration Agreement (hereinafter referred to as this “Agreement”) relating to this Contract (hereinafter called the “Main Agreement” for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 days after that.
- 2) Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings under this Agreement.
- 3) The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the provisions in MSMED Act 2006, these provisions shall prevail over this Agreement.

12.5.2. Notice for Arbitration

- 1) Authority to Appoint Arbitrator(s): For this Arbitration Agreement ‘The Appointing Authority’, to appoint the arbitrator shall be Authority named in the contract and includes if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.
- 2) In the event of any dispute as per GCC-clause 12.1 above, if the Adjudicator fails to decide within 60 days (as referred in 12.3 above), or the Conciliation is terminated (as referred in sub-clause 12.4 above) then, parties to the contract, after 60 days but within 120 days of ‘Notice of Dispute’ (clause 12.1 above) shall request the Appointing Authority through a “Notice for Arbitration” in writing requesting that the dispute or difference be referred to arbitration.
- 3) The “Notice for arbitration” shall specify the matters in question or subject of the dispute or difference indicating the relevant contractual clause, as well as the amount of claim item-wise.

12.5.3. Reference to Arbitration

After appointing Arbitrator(s), the Appointing Authority shall refer the Dispute to them. Only such dispute or difference shall be referred to arbitration regarding which the demand has been made, together with counter-claims or set off. Other matters shall be beyond the jurisdiction of Arbitrator(s)

12.5.4. Appointment of Arbitrator

- 1) The Arbitrator Tribunal shall consist of a Sole Arbitrator retired from Central/State Government or a Central PSE (other than RITES Limited.) not below the rank of SAG Officer, empanelled in RITES as arbitrators.
- 2) Replacement of Arbitrators : If the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or in the event of the arbitrator dying, neglecting/ unable or unwilling or refusing to act for any reason, or his award being set aside by the court for any reason, or in the opinion of The Appointing Authority fails to act without undue delay, the Appointing Authority shall appoint new arbitrator to act in his place in the same manner in which the earlier arbitrator/ arbitrators had been appointed. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator.
- 3) Appointment of Arbitrator:

- (a) The Appointing Authority shall send to the contractor, within 60 days from the day of receipt of a written and valid notice for arbitration, a panel of at least four (4) names of arbitrators empanelled with RITES Limited.
- (b) The consultant shall be asked to nominate at least two names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the sole arbitrator within 30 days from the receipt of the names of the contractor's nominees.
- (c) If the contractor does not suggest his nominees for the arbitral tribunal within the prescribed timeframe, The Appointing Authority shall proceed for appointment of the arbitral tribunal within 30 days of the expiry of such time provided to the Contractor.

12.5.5. The Arbitral Procedure

- 1) Effective Date of Entering Reference: The arbitral tribunal shall be deemed to have entered the reference on the date on which the arbitrator(s) have received notice of their appointment. All subsequent time limits shall be counted from such date.
- 2) Seat and Venue of Arbitration: The seat of arbitration shall be the place from which the Letter of Award or the contract is issued. The venue of arbitration shall be the same as the seat of arbitration. However, in terms of section 20 of The Arbitration Act, the arbitrator, at his discretion, may determine a venue other than the seat of the arbitration without in any way affecting the legal jurisdictional issues linked to the seat of the arbitration.
- 3) If the Adjudication and/ or Conciliation mechanisms had not been exhausted before such reference to Arbitration, the Arbitrator should ask the aggrieved party to approach designated authority for such mechanisms before the Arbitration proceedings are started.
- 4) The claimant shall submit to the Arbitrator(s) with copies to the respondent his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within 30 days from the date of appointment of the Arbitral Tribunal unless otherwise extension has been granted by Arbitral Tribunal.
- 5) On receipt of such claims, the respondent shall submit its defence statement and counter-claim(s), if any, within 60 days of receipt of the copy of claims, unless otherwise extension has been granted by Arbitral Tribunal.
- 6) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during arbitration proceedings subject to acceptance by the Tribunal having due regard to the delay in making it.
- 7) Statement of claims, counterclaims and defence shall be completed within six months from the effective reference date.
- 8) Oral arguments to be held on a day-to-day basis: Oral arguments as far as possible shall be heard by the arbitral tribunal on a day-to-day basis, and no adjournments shall be granted without sufficient cause. The arbitrator (s) may impose an exemplary cost on the party seeking adjournment without sufficient cause.
- 9) Award within 12 (twelve) months: The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from the date when the arbitral tribunal enters reference. The award can be delayed by a maximum of six months only under exceptional circumstances where all parties consent to such extension of time. The court's approval shall be required for further

extension if the award is not made out within such an extended period. During the period of an application for extension of time is awaiting before the court, the arbitrator's proceedings shall continue until the disposal of the application.

10) Fast Track Procedure: The parties to arbitration may choose to opt for a fast-track procedure either before or after the commencement of the arbitration. The award in fast-track arbitration is to be made out within six months, and the arbitral tribunal shall be entitled to additional fees. The salient features of the fast-track arbitration are:

- (a) The dispute is to be decided based on written pleadings only.
- (b) Arbitral Tribunal shall have the power to call for clarifications in addition to the written pleadings where it deems necessary.
- (c) An oral hearing may be held only if all the parties request or the arbitral tribunal considers it necessary.
- (d) The parties are free to decide the fees of the arbitrator(s) for fast-track procedure.

11) Obligation During Pendency of Arbitration: Performance of the contract shall, unless otherwise directed by the Procuring Entity, continue during the arbitration proceedings, and no payment due or payable by the Procuring Entity shall be withheld on account of such proceedings, provided; however, it shall be open for Arbitral Tribunal to consider and decide whether or not the performance of the contract or payment therein should continue during arbitration proceedings.

12.5.6. The Arbitral Award

- 1) In the case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 2) The arbitral award shall state item-wise the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award can be inferred from it.
- 3) It is further a term of this arbitration agreement that where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made. The arbitral tribunal shall indicate i) the Award amount payable on the date of award ii) the period within which it is to be paid and iii) Simple rate of interest, if applicable, beyond the stipulated period for making payment of Award amount.
- 4) The award of the arbitrator shall be final and binding on the parties to this Contract.
- 5) A party may apply for corrections of any computational errors, typographical or clerical errors, or any other error of similar nature occurring in the award or interpretation of a specific point of the award to the Tribunal within 60 days of receipt of the award.
- 6) A party may apply to the Tribunal within 60 days of receiving the award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

12.5.7. Cost of Arbitration and fees of the Arbitrator(s)

- 1) The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s) as per the following schedule and the fee shall be borne equally by both the parties. Notwithstanding anything contrary provided in any Act, Law or Agreement, the scale

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of Arbitrator's fee shall not exceed the following:

Scale of Arbitrator's Fee as per The Fourth Schedule of The Arbitration and Conciliation Act, 1996		
Sl. No	Sum in dispute	Model Fee
1.	Upto Rs.5,00,000/-	Rs.45,000/-
2.	Above Rs.5,00,000/- and upto Rs.20,00,000/-	Rs.45,000/- plus 3.5 percent of the claim amount over and above Rs.5,00,000/-
3.	Above Rs.20,00,000/- and upto Rs.1,00,00,000/-	Rs.97,500/- plus 3 percent of the claim amount over and above Rs.20,00,000/-
4.	Above Rs.1,00,00,000/- and upto Rs.10,00,00,000/-	Rs.3,37,500/- plus 1 percent of the claim amount over and above Rs.1,00,00,000/-
5.	Above Rs.10,00,00,000/- and upto Rs.20,00,00,000/-	Rs.12,37,500/- plus 0.75 percent of the claim amount over and above Rs.10,00,00,000/-
6.	Above Rs.20,00,00,000/-	Rs.19,87,500/- plus 0.5 percent of the claim amount over and above Rs.20,00,00,000/- with a ceiling of Rs.30,00,000/-

Note: In the event the arbitral tribunal is a sole arbitrator, he shall be entitled to an additional amount of twenty-five percent on the fee payable as per the above.

- 2) Subject to the provisions of Arbitration and Conciliation Act 1996 as amended upto the date of receipt of tenders, and the rules there under and relevant clauses of General Conditions of contract (GCC) and any statutory modifications there of shall apply to the appointment of arbitrators and arbitration proceedings under this clause.

13. Defaults, Breaches, Termination, and closure of Contract

13.1. Termination due to Breach, Default, and Insolvency

13.1.1. Defaults and Breach of Contract

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

- 1) Default in Performance and Obligations: if the contractor fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.
- 2) Insolvency: If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

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- 3) Liquidation: if the contractor is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

13.1.2. Notice for Default

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

13.1.3. Terminations for Default

- 1) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
- 2) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.
- 3) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.
- 4) All Defect Liability obligations, if any, shall continue to survive despite the termination.

13.1.4. Contractual Remedies for Breaches/ Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies.

- 1) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
- 2) Call back any loaned property or advances of payment, if any, with a levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).
- 3) Recover liquidated damages and invoke denial clause for delays.
- 4) Encash and/or Forfeit performance or other contractual securities.
- 5) Prefer claims against insurances, if any.
- 6) Terminate Contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.
- 7) Risk and Cost Procurement: In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such Risk and Cost Procurement must be contracted within six months from the breach of Contract. The contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring

Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

Note: Regarding the Services that are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

- 8) Initiate proceedings in a court of law for the transgression of a law, tort, and loss, not addressable by the above means.

13.1.5. Limitation of Liability

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the Procuring Entity concerning IPR infringement.

13.2. Termination for Default/ Convenience of Procuring Entity and Frustration

13.2.1. Notice for Determination of Contract

- 1) The Procuring Entity reserves the right to terminate the contract, in whole or in part for its (the Procuring Entity's) convenience or frustration of Contract as per sub-clause below, by serving written 'Notice for Determination of Contract' on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Procuring Entity or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.
- 2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
- 3) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.
- 4) All Defect Liability obligations, if any, shall continue to survive despite the termination.
- 5) The Services and incidental goods/ works that can be delivered or performed within thirty days after the contractor's receipt of the notice of termination shall be accepted by the Procuring Entity as per the contract terms. For the remaining Services and incidental goods/ works, the Procuring Entity may decide:
 - (a) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
 - (b) To cancel the remaining portion of the Services and incidental goods/ works and compensate the contractor by paying an agreed amount for the cost incurred by the contractor, if any, towards the remaining portion of the Services and incidental goods/ works.

13.2.2. Frustration of Contract

- 1) Notice of Frustration Event: Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration as in the sub-clause above.
- 2) However, the following shall not be considered as such a supervening cause:
 - (a) Lack of commercial feasibility or viability or profitability or availability of funds
 - (b) if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

13.3. Closure of Contract

The contract shall stand closed upon

- 1) successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment.
- 2) termination and settlements after that, if any, as per clause 13.1 or 13.2 above.

14. Code of Integrity in Public Procurement; Misdemeanours and Penalties

14.1. Code of Integrity

Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

- 1) **“Corrupt practice”** - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
- 2) **“Fraudulent practice”** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information, for participation in a tender process or to secure a Contract, or in the execution of the contract;
- 3) **“Anti-competitive practice”** - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;
- 4) **“Coercive practice”** - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;
- 5) **“Conflict of interest”** –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of

more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;

- 6) **“Obstructive practice”** - materially impede procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information;

14.2. Obligations for Proactive Disclosures:

- 1) Procuring authorities, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
- 2) Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organisation from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

14.3. Misdemeanours

The following shall be considered misdemeanours - if a bidder/ contractor either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

- 1) commits any of the following misdemeanours:
 - (a) violates the code of Integrity mentioned in GCC-clause 14.1 or the Integrity Pact if included in the Tender/ Contract;
 - (b) any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work or non-performance or abandonment of contract or failure to abide by ‘Bid Securing Declaration’.
- 2) commits any of the following misdemeanours:
 - (a) has been convicted of an offence under the Prevention of Corruption Act, 1988; or the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
 - (b) is determined by the Government of India to have doubtful loyalty to the country or on national security consideration.
 - (c) employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business

dealings with him in an official capacity before retirement.

14.4. Penalties for Misdemeanours

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender-documents or the contract, If the Procuring Entity concludes that a (prospective) bidder/ contractor directly or through an agent has committed a misdemeanour in competing for the tender or in executing a contract, the Procuring Entity shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

14.4.1. if his bids are under consideration in any procurement

- 1) Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.
- 2) calling off of any pre-contract negotiations, and;
- 3) rejection and exclusion of Bidder from the Tender Process

14.4.2. if a contract has already been awarded

- 1) Termination of Contract for Default and availing all remedies prescribed thereunder;
- 2) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
- 3) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Bid Rate);

14.4.3. Remedies in addition to the above:

In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part to:

- 4) File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;
- 5) Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.
- 6) Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.
- 7) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
- 8) Debar, a bidder/ contractor from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm. In the case of a Joint Venture/ consortium, all its members shall also stand similarly debarred:

- (a) A Ministry/ Department (or any of its CPSUs, attached offices, autonomous bodies) may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 14.3 -1) above.

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The Ministry/Department shall maintain such a list which shall also be displayed on their website.

- (b) Central Government (Department of Expenditure (DoE), Ministry of Finance) may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 14.3 - 2) above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).

Section V: Special Conditions of Contract (SCC)

(Ref ITB-clause 9.2)

Note for Bidders: Following Special Conditions of Contract (SCC) shall apply for this procurement. These Special Conditions shall modify/ substitute/ supplement the corresponding (GCC) clauses as indicated below. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

GCC Clause	Topic	To be Read as
GCC 1,2,3 and 4: General, The Contract, Governing Laws and Jurisdiction, Communications		
1.2	Definitions	Add the following: 36) Principal Client: to whom RITES Limited (Procuring Entity) is providing consultancy services. In the subject projects, RITES is providing consultancy Services to Public Works Department both Roads and National Highways Departments, Government of Assam.
1.4	Abbreviations	Add the following: PWRD: Public Works Roads Department, Government of Assam PWD (NH): Public Works Department (National Highways), Government of Assam
2.1	Language of Contract	The official Language for the purpose of the Contract is English.
3.1	Governing Laws and Jurisdiction	Replace the Last Line of Para 2 with the following: The courts of New Delhi High Court shall have jurisdiction to decide any dispute arising out or in respect of the contract.
4.2	Persons Signing Communications	To be notified prior to signing of the Contract
4.3	Adress of the Parties for sending communications	To be notified prior to signing of the Contract
GCC 5 and 6: Contractor's and Procuring Entity's Obligations		
5.8	Performance Bond / Security	Amount of Performance Security shall be 5% of the Contract Price.
5.8.2) b)	Verification of Bank Guarantee (BG)	In order to have a secured IT enabled verification/confirmation of BGs from system of issuing Bank to RITES using SFMS facility through Indian Bank, following conditions shall apply:- a) Bank Guarantee issued by issuing Bank must be routed through SFMS platform and IFN 760 must be sent from BG issuing Bank to Indian Bank. b) Bidder shall submit to RITES Limited the copy of SFMS message as sent by issuing Bank branch along with the original Bank Guarantee. c) Particulars of RITES' Bank are provided below so that the bidder can share this particulars with their bank guarantee issuing Bank.

Section VI: Schedule of Requirements (Ref ITB-clause 9.2)

Note for Bidders: Regarding this Schedule, Bidders must fill Form 2: 'Schedule of Requirements – Compliance' and Form 2.1: 'Services and Activities Schedule' with their Technical Bids.

Background of Services

1) **Background of Procuring Organisation, Services and Impact on Procuring Organisation's performance/ objectives:**

RITES Limited, a Navratna (Category-I) and Schedule 'A' Central Public Sector Enterprise, under Ministry of Railways is a multidisciplinary engineering consultancy organization. RITES Limited provides comprehensive road transport consultancy services covering all aspects of conceptual, preliminary and detailed design, proof-checking of design and drawings, construction supervision, authority's engineer and independent engineer services. RITES Limited is seeking the execution of activities related to tender title and project. The performance of the contractor shall impact the quality of RITES deliverables for the project.

2) **Purpose and Service Outcomes Statement**

The purpose of this tender is to execute the services related to EIA/EMP and SIA Studies including Project Clearances for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam.

The desired Outcome from the contractor is preparation and submission of Preliminary Environmental & Social Screening, detailed Environmental and Social Impact Assessment Report and obtaining **project clearances from Wildlife department, State Wet Land Authority, Forest department, National Board of Wildlife, Environmental Clearance from MOEFCC etc. considering Deepor Beel as 'Eco Sensitive Zone & Ramsar Site'**

3) **Short Description and Scope of Services**

Environmental Impact Assessment, Environmental Management Plan and Social Impact Assessment studies shall be carried out by the contract meeting the requirements of major lending agencies like ADB/ World Bank/JICA, etc.

The contractor shall liaise with concerned authorities, prepare, submit for project clearances, and arrange all clarifications for obtaining clearances from respective department / ministry viz. Ministry of Environment and Forest, Wildlife Forest Division, State Pollution Control Board, State Wet Land Authority etc.

4) **Contract Period:** As per Appendix to NIT: Tender Information Summary

5) **Form of BOQ/ Contract:** As per Appendix to NIT: Tender Information Summary.

6) **Deliverables/ Outcomes and Timelines (frequency) thereof:** As defined in Section VI-1 : Services and Activities Schedule

7) **Facilities and Utilities to be provided by the Employer to service provider at Site:**

The contractor's request for obtaining necessary permission for working shall be forwarded promptly by the Procuring Entity to the Principal Client.

8) **Institutional and organizational arrangement for Services**

a) Counterpart Contract Manager (or Contract Management Team) of the Procuring Entity: AGM/HWD

b) Chain of Command for reporting and monitoring: Sub-unit Head/HWD

c) Interim ultimate beneficiaries(s) of Services: RITES Limited/ PWRD, Assam

9) **Statutory and contractual obligations to be complied with by the contractor:** As per Tender

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Document

10) **Insurances:** As per Special Condition of Contract

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Section VI-1: Services and Activities Schedule**(Ref ITB-clause 9.2)**

{Note for Procuring Entity: Add additional details notes regarding Services and Activities, which are more relevant here than in 'Background of Services' or which are not covered elsewhere Tender Documents}

Service Sr	Activity Sr	Description and Scope of Services; Outcomes, Deliverables, reports	Frequency/ Shifts, Timelines Milestones	Quantum	Units	Minimum Local Content (%)	Service Site/ State	GSTIN
1	2	3	4	5	6	7	8	9
Schedule	1	Environmental and Social Impact Assessment						
Service 1.1		Primary Task						
	1.1.1	Review all available reports (secondary data/reports to be collected by the agency) and published information about the project road and the project influence area	21 days	Entire Project Road Length (km)	Lumpsum	50	Project Site / Guwahati Assam	
	1.1.2	Environmental and Social Impact assessment including cultural properties, natural habitats, involuntary resettlement etc.	30 days	Entire Project Road Length (km)	Lumpsum	50	Project Site / Guwahati Assam	
	1.1.3	Public consultation, including consultation with Communities located along the road, NGOs working in the area, other stake-holders and relevant Government departments	45 days	Entire Project Road Length (km)	Lumpsum	50	Project Site / Guwahati Assam	

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Service Sr	Activity Sr	Description and Scope of Services; Outcomes, Deliverables, reports	Frequency/ Shifts, Timelines Milestones	Quantum	Units	Minimum Local Content (%)	Service Site/ State	GSTIN
1	2	3	4	5	6	7	8	9
Service 1.2		Environment Impact Assessment						
	1.2.1	Preliminary Environmental screening to assess the direct and induced impacts due to the project	30 days	Entire Project Road Length (km)	Lumpsum	50	Project Site / Guwahati Assam	
	1.2.2	Baseline data collection from the field w.r.t. Air, Noise, Water etc. shall be in accordance with respective IS standards.	45 days	Entire Project Road Length (km)	Lumpsum	50	Project Site / Guwahati Assam	
	1.2.3	Assess the potential significant impacts and identify the mitigation measures to address these impacts adequately.	60 days	Entire Project Road Length (km)	Lumpsum	50	Project Site / Guwahati Assam	
	1.2.4	Analysis of alternatives incorporating environmental concerns. This should include with and without scenario and modification incorporated in the proposed project due to environment considerations.	70 days	Entire Project Road Length (km)	Lumpsum	50	Project Site / Guwahati Assam	
	1.2.5	Establish a suitable monitoring network with regard to air, water and noise pollution. The sub-consultant will also provide additional inputs in the areas of performance indicators and monitoring mechanisms for environmental components during construction and operational phase of the project.	90 days	Entire Project Road Length (km)	Lumpsum	50	Project Site / Guwahati Assam	

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Service Sr	Activity Sr	Description and Scope of Services; Outcomes, Deliverables, reports	Frequency/ Shifts, Timelines Milestones	Quantum	Units	Minimum Local Content (%)	Service Site/ State	GSTIN
1	2	3	4	5	6	7	8	9
Schedule	2	Project Clearances						
	1.3.1	Preparation and submission of all application forms to PWRD and assist PWRD in obtaining environmental and forestry clearances from respective authorities.	120 days	Entire Project Road Length (km)	Lumpsum	50	Project Site / Guwahati Assam	
Service 1.4		Project Deliverables						
	1.4.1	Preliminary Environmental Screening	30 days	Entire Project Road Length (km)	Lumpsum	50	Project Site / Guwahati Assam	
	1.4.2.	Preparation and submission of Application Forms to Concerned Department through PWRD for obtaining Project Clearances	45 days	Entire Project Road Length (km)	Lumpsum	50	Project Site / Guwahati Assam	
	1.4.3	Draft Environmental and Social Impact Assessment Report	90 days	Entire Project Road Length (km)	Lumpsum	50	Project Site / Guwahati Assam	
	1.4.4	On Approval of Draft ESIA	120 days	Entire Project Road Length (km)	Lumpsum	50	Project Site / Guwahati Assam	
	1.4.5	Submission of Final ESIA Report including project clearances	135 days	Entire Project Road Length (km)	Lumpsum	50	Project Site / Guwahati Assam	

- 1) **Required Timelines for Performance of Services:** As defined above
- 2) **Outcomes, Deliverables, reports, timelines, milestones etc.:** As defined above
- 3) **Scope of Services:** As defined in Section VII
- 4) **Description/ Scope of Service:** As defined in Section VII
- 5) **Frequency, Shifts, Quantum and Length/Duration of Activities:** As defined above

Section VII: Performance Standards and Quality Assurance (Ref ITB-clause 9.2)

- 1) The main objective of the Services required under the contract is to provide:
 - (a) Preliminary Environmental Screening to assess the impacts.
 - (b) Documentation of baseline conditions for Bench markings.
 - (c) Assess Significant impacts and identify the mitigation measures.
 - (d) Preliminary Environmental Screening Report, Environmental & Social Impact Assessment Report (Draft and Final)
 - (e) Duly filling in application form to PWRD and assist PWRD in obtaining environmental clearance from the respective authorities.

- 2) Further, activities / tasks to be performed under the contract are, but not limited to, listed below:
 - (a) Review all available reports (secondary data/reports to be collected by the agency) and published information about the project road and the project influence area.
 - (b) Environmental and Social Impact assessment including cultural properties, natural habitats, involuntary resettlement etc.
 - (c) Public consultation, including consultation with Communities located along the road, NGOs working in the area, other stakeholders, and relevant Government departments at different stages of assignment.
 - (d) detailed reconnaissance w.r.t. Environmental and Social Considerations.
 - (e) Evaluation of identified improvements proposals for alignment (along existing and bypass / realignment) alternatives w.r.t. Environmental and social Considerations and comparison thereof on techno-economic and other considerations recommending the most appropriate alternative.
 - (f) Mark immovable such as heritage/ archeological monuments, water courses, burial and burn ground, bridges, culverts, railway lines, community assets, cultural properties, mines, quarries, pits, hills, wild animal/elephant migration passage ways, all types of forests, national parks, wild life sanctuaries, birds sanctuaries, costal regulation zones etc. and public utilities on the land and over the land and also other important structures within the proposed right of way boundary line of the road. In the case of partly affected immovable assets, the extent of affected (in sqm) and extent not affected (in sqm) shall be noted.
 - (g) In consultation with government authorities finalize the detailed cost estimates for all types of affected assets and allowances in accordance with R&R policy.
 - (h) carryout risk analysis to determine the associated risks of adverse impacts regarding proposed mitigation measures for timely completion of project clearance and land acquisition.
 - (i) Hold effective consultations with key stakeholders (including affected ethnic minorities, indigenous people, project affected people and other concerned) to share the final RAP

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to ease of implementation.

The Performance Standards and Quality Assurance Standards required for the Services to be performed are briefed as under.

3) Environmental Impact Assessment

Preliminary Environmental Screening and Environment Impact assessment shall be carried out in accordance with ADB's Environmental Assessment Requirements of ADB 1998 guidelines for selected infrastructure projects 1993 as amended from time to time / World Bank Guidelines / Government of India Guidelines, as applicable. The Contractor is required to

- (a) carry out the preliminary environmental screening to assess the direct and induced impacts due to the project.
- (b) document baseline conditions relevant to the project with the objective of establishing benchmarks. The baseline data collection from the field w.r.t. Air Noise, Water etc. shall be in accordance with relevant IS standards. Site samples shall be tested in NABET/NABL Accredited Labs.
- (c) assess the potential significant impacts and identify the mitigation measures to address these impacts adequately.
- (d) do the analysis of alternatives incorporating environmental concerns. This should include with and without scenario and modification incorporated in the proposed project due to environment considerations.
- (e) give special attention to the environmental enhancement measures in the project for the following:
 - i) Cultural property enhancement along the highways
 - ii) Bus bays and bus shelters including a review of their location,
 - iii) Highway side landscape and enhancement of the road junctions,
 - iv) Enhancement of highway side water bodies, and
 - v) Redevelopment of the borrow areas located on public land.
- (f) prepare the bill-of-quantities (BOQ) and technical specifications for all items of work in such a way that these may be readily integrated to the construction contracts.
- (g) establish a suitable monitoring network with regard to air, water and noise pollution etc.
- (h) provide inputs in the areas of performance indicators and monitoring mechanisms for environmental components during construction and operational phase of the project.
- (i) provide the cost of mitigation measures and ensure that environmental related staffing, training and institutional requirements are budgeted in project cost.
- (j) prepare the application forms and obtain forestry and environmental clearances from the respective authorities including the SPCBs and the MOEF on behalf of PWRD/MORT&H. The sub-consultants shall make presentation, if required, in defending the project to the MOEF Infrastructure Committee.
- (k) identify and plan for plantation and Transplantation of the suitable trees along the existing highway in accordance with IRC guidelines.
- (l) assist in providing appropriate input in preparation of relevant environment and social

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sections of BPIP.

- (m) provision should be made for Noise Barriers wherever (especially where project highway passes through dense habitation and/or wildlife sensitive zones) required as a mitigation measure against noise pollution and nuisance. Their location, dimension, type, material and shapes should be determined and defined in environment impact assessment studies

4) Social Assessment

- (a) The Social Assessment to including conducting base line socio-economic and census survey to assess the impacts on the people, properties and loss of livelihood. The socioeconomic survey will establish the benchmark for monitoring of R&R activities. A social assessment is conducted for the entire project to identify mechanisms to improve project designs to meet the needs of different stakeholders. A summary of stakeholder discussions, issue raised and how the project design was developed to meet stakeholders need would be prepared.
- (b) Prepare Resettlement and Rehabilitation Plan and assess feasibility and effectiveness of income restoration strategies and suitability and availability to relocation sites. The resettlement plan which accounts for land acquisition and resettlement impacts would be based on a 25% socio-economic survey and 100 % census survey of project affected people which provides the complete assessment of the number of affected households and persons, including common property resources. All untitled occupants are recorded at the initial stages and identify cards will be issued to ensure there is no further influx of people in to the project area.
- (c) All consultations with affected persons (to include list of participants) should be fully documented and records made available in the report
- i) Assessment on the impact of the project on the poor and vulnerable groups along the project road corridor.
 - ii) Based on the identified impacts, developing entitlement matrix for the project affected people.
 - iii) Assessment on social issues such as indigenous people, gender, HIV/AIDS, labourers including child labour.
 - iv) Implementation budgets, sources and timing of funding and schedule of tasks.
 - v) Responsibility of tasks, institutional arrangements and personnel for delivering entitlement and plans to build institutional capacity.
 - vi) Internal and external monitoring plans, key monitoring indicators and grievance redress mechanism.
 - vii) Incorporating any other suggestions of the Procuring Entity/Principal Client, till the acceptance of the reports by the Principal Client

5) Reporting Requirements of EIA

- (a) Prepare the stand-alone EIA report as per the requirement, with contents as per the following:

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- i) Executive Summary
- ii) Project Description
- iii) Environmental setting of the project.
- iv) Identification and categorization of the potential impacts (during pre-construction, construction and operation periods).
- v) Analysis of alternatives (this would include correlation amongst the finally selected alternative alignment/routing and designs with the avoidance and environmental management solutions).
- vi) The public consultation process at different stages of the project.
- vii) Policy, legal and administrative framework. This would include mechanisms at the states and national level for operational policies. This would also include a description of the organizational and implementation mechanism recommended for this project.
- viii) Typical plan or specific designs for all additional environmental items as described in the scope of work.
- ix) Incorporating any other suggestions of the Procuring Entity/Principal Client, till the acceptance of the reports by the Principal Client
- x) EMP Reports has all the elements for it to be a legal document. The EMP reports would include the following:
 1. Brief description of the project, purpose of the EMP, commitments on incorporating environmental considerations in the design, construction and operations phases of the project and institutional arrangements for implementing the EMP.
 2. A detailed EMP for construction and operational phases with recourse to the mitigation measures for all adverse impacts.
 3. Detailed plans for highway-side tree plantation (as part of the compensatory afforestation component).
 4. Environmental enhancement measures would be incorporated.
 5. Enhancement measures would include items to be described in the scope of work and shall be complete with plans, designs, BOQ and technical specifications.
 6. Environmental monitoring plans during and after construction including scaling and measurement techniques for the performance indicators selected for monitoring.

6) Reporting Requirements of RAP

- (a) Analysis on the resettlement plan be conducted based on ADBs Hand Book on Resettlement, A Guide to Good practice 1998 as amended time to time/ World Bank Guidelines / Government of India Guidelines, as applicable.

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- i) Executive Summary
- ii) Project Description & Objective
- iii) The need for Resettlement in the Project and evaluation of measures to minimize resettlement.
- iv) Description and results of public consultation and plans for continued participation of PAPs.
- v) Definition of PAPs and the eligibility criteria.
- vi) Census and survey results-number affected, how are they affected and what impacts will they experience.
- vii) Legal and entitlement policy framework-support principles for different categories of impact.
- viii) Arrangements for monitoring and evaluation (internal and external)
- ix) Implementation schedule for resettlement which is linked to the civil works contract.
- x) A matrix of scheduled activities linked to land acquisition procedures to indicate clearly what steps and actions will be taken at different stages and the time frame.

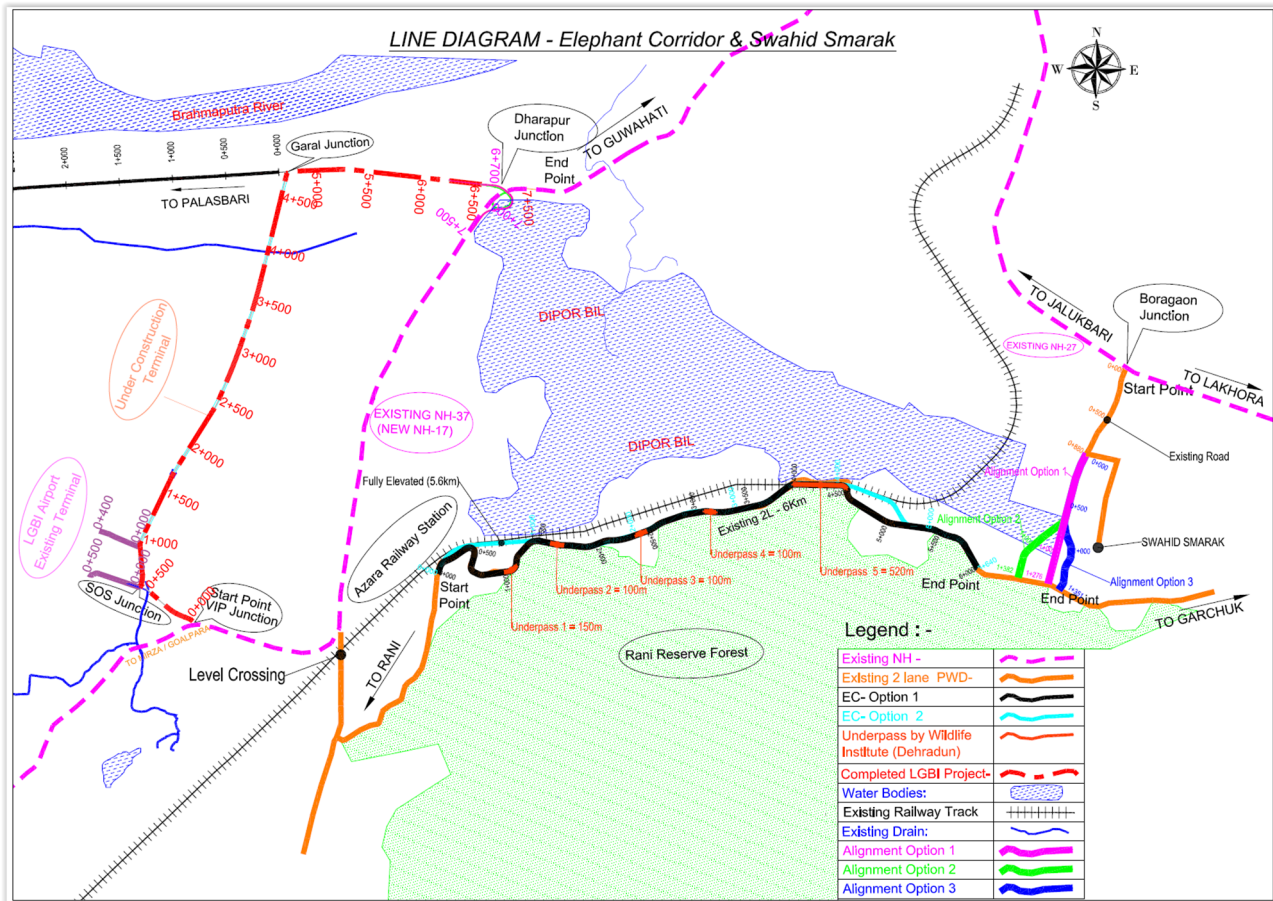
7) Project Clearances

- (a) It is required to carry out all required works for obtaining project clearances and submit all necessary documentation to the Procuring Entity for onward submission of Principal Client and concerned Government Agency so that project implementation can straight away proceed without any holdup considering **Deepor Beel as 'Eco Sensitive Zone & Ramsar Site'**. The required clearances to include the following but not limited to
 - i) Clearance from Ministry of Environment and Forest Climate Conservation Government of India including clearance from State Pollution Control Board
 - ii) Clearance from Wildlife Authorities, Forest Department
 - iii) Clearance from State Wet Land Authority
 - iv) Any other Clearance(s).

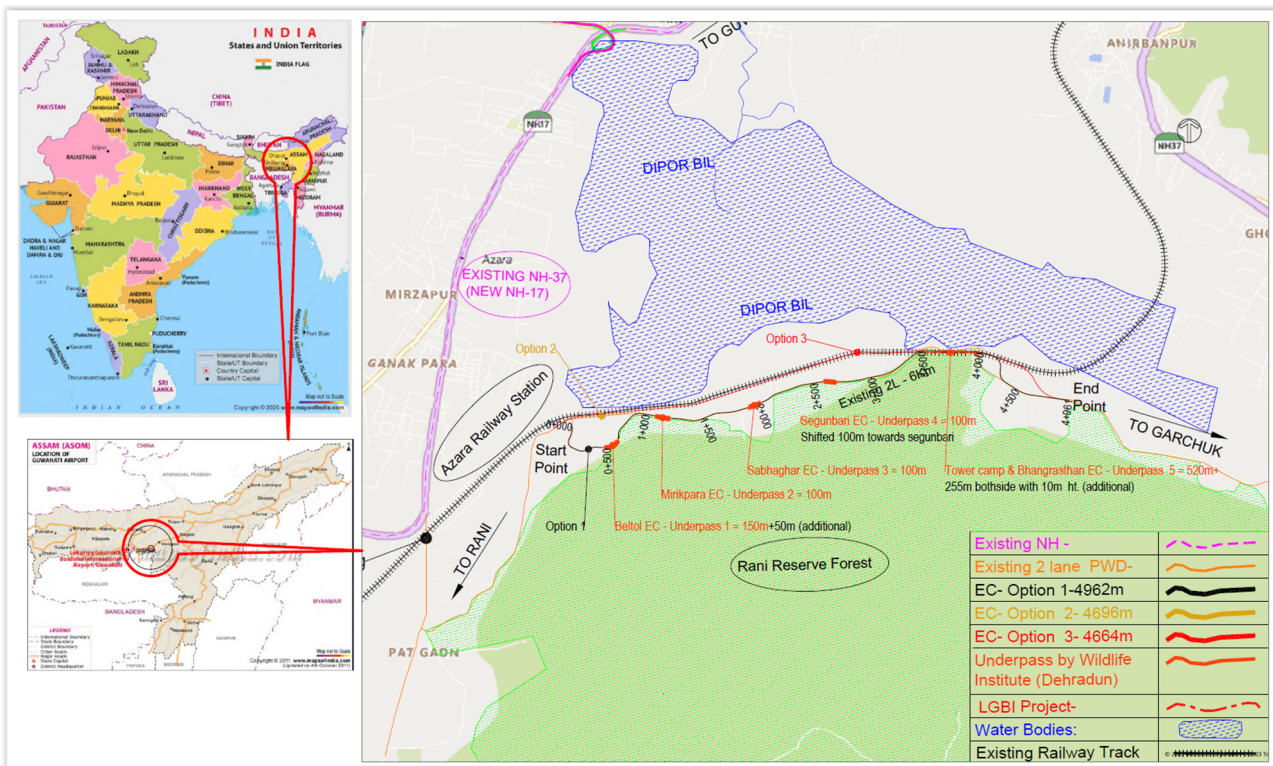
The Location Plan for the Project Roads along the alignment alternatives is placed below for reference.

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam



Location Plan for Elephant Underpass Project and Elevated Road Project along with Alignment Alternatives



Alignment Alternatives for Elephant Corridor Project

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Section VII-1: Method Statement
(Ref ITB-clause 9.2)

As per Section VI: Schedule of Requirements

241740/2024/HW DSGN

EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Section VII-2: Work-Plan
(Ref ITB-clause 9.2)

As per Section VI: Schedule of Requirements

241740/2024/HW DSGN

EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Section VII-3: Critical Materials Schedule (Ref ITB-clause 9.2)

[Note to Procuring Entity: In case of Time based (Input Admeasurement), list here materials critical for the performance of Services to the desired quality and standards. This sub-schedule may not be essential for other forms of BOQ/ Contract, but List these if required. If the service is not dependent on Critical Materials, this may be omitted.]

Note to the Bidder: Fuel, materials, and consumables required for equipment operation and maintenance are not included here but shall be included in his quoted rate in Equipment Schedule Cost Breakup in Financial Bid. Cost of Non-critical miscellaneous materials (e.g., Safety/ Personnel/ Hygiene Material for Personnel) are not included here but may be included as lumpsum per month in the Material Schedule Cost Breakup in the Financial Bid.

Critical Material Schedule				
Item Sr	Description/ Category	Specifications/ Capacity/ Condition and Age	Location	Quantity per Service/ per day or shift/ per personnel/ per location
1	2	3	4	5
NOT APPLICABLE				

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Section VIII: Qualification Criteria (Ref ITB-clause 9.2)

Note for Bidders: Regarding this Schedule, Bidders shall submit the following forms, considering necessary for the stipulated form of BOQ/ Contract.

- 1) Form 4: Qualification Criteria - Compliance
- 2) Form 4.1: Performance Statement
- 3) Form 4.2: Non-performance, Litigation Statement
- 4) Form 4.3: Financial Capability Statements
- 5) Form 3.3: Personnel Deployment Plan
- 6) Form 3.4: Equipment Deployment plan

Relevant Date when the specified period ends for different supporting reports shall be:

- 1) For all annual reports, periods mentioned ending with the Financial Year (FY 22-23, FY21-22 and FY 20-21)
- 2) For other statements, periods mentioned end in the month before the last date of bid submission.

Criteria	Variable Value	Submit evidence as per
<p>Criteria 1 - Experience and Past Performance:</p> <p>(A) Similar Experience: Completed or substantially (at least α payments received) completed similar services during last β years should be either of the following:</p> <p>(i) Three similar completed services each costing not less than the amount equal to 40 (forty) percent of the estimated cost i.e. Rs 4.8 lakhs; or</p> <p>(ii) Two similar completed services each costing not less than the amount equal to 50 (fifty) percent of the estimated cost i.e. Rs 6 lakhs; or</p> <p>(iii) One similar completed Services costing not less than the amount equal to 80 (eighty) percent of the estimated cost i.e. Rs 9.6 lakhs.</p> <p>Similar Services includes EIA/EMP, SIA Studies including Project Clearances for Infrastructure Sector such as Road/Highway, Railways, Ports and Canals carried out in India.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. Assignment experience certificate for completed and Substantial completed (non-consultancy) assignment issued 	<p>$\alpha = 80\%$ and $\beta = 7$</p>	<p>Form 4.1: Performance Statement</p>

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Criteria	Variable Value	Submit evidence as per
<p>by Govt. Organizations/Semi Govt. Organizations of Central or State Govt; or by Public Sector Undertaking/Autonomous Bodies of Central/State Govt. or their subsidiaries/by Public Ltd. Companies listed in Stock exchange in India or Aboard or subsidiaries of such companies shall only be accepted.</p> <p>2. Substantial Completed (Non-Consultancy) assignment shall mean whose at least 80% payment (excluding payment for adjustment of price variation (PVC), if any, and excluding GST) of the present value of assignment has been received.</p> <p>3. For startups the value of Completed or Substantially completed (non-Consultancy) works in a) i), ii) & iii) can be reduced up to 20%</p>		
<p>Criteria 1 - Experience and Past Performance:</p> <p>(B) Nonperforming Contracts and Litigation: Bidder shall furnish documentary evidence to demonstrate that.</p> <p>(i) Non-performance of a contract did not occur within the last γ years, based on all fully settled disputes or litigation information.</p> <p>(ii) Financial implications of all pending litigation shall in total not exceed δ of the Bidder's net worth.</p> <p>(iii) Failure to sign a contract after receiving a notice of award has not occurred in the past ϵ years.</p>	<p>$\gamma = 5$</p> <p>$\delta = 10\%$</p> <p>$\epsilon = 5$</p>	<p>Form 4.2: Non-performance, Litigation Statement</p>
<p>Criteria 2 – Performance Capability</p>		
<p>a) Key Personnel: Bidder shall furnish documentary evidence that it would deploy (employed, hired) Key Personnel (as stipulated in Section VIII-1 below) needed to perform the Service to the specified performance standards.</p> <p>b) Critical Equipment: Bidder shall furnish documentary evidence that it would deploy (own, hire, lease) Critical Equipment (as stipulated in Section VIII-2 below) needed to perform the Service to the specified</p>		<p>Form 3.3: Personnel Deployment Plan [Deleted]</p> <p>Form 3.4: Equipment Deployment Plan (NABET Accreditation Certificate in Highway/Roads Sector)</p>

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Criteria	Variable Value	Submit evidence as per
<p>performance standards. Bidder shall furnish details of its accreditation in Highway/Roads sector by NABET.</p>		
<p>Criteria 3 - Financial Capability Note: Bidder shall furnish documentary evidence to demonstrate his current Financial Capability and demonstrate it as per the following sub-criteria.</p> <p>a) Financial Viability i) The average coefficient of Current ratio (Current Assets / Current Liabilities): Greater than ζ ii) The average coefficient of Debt ratio (Total Debt / Total Assets): Less than n</p> <p>b) Turnover: Minimum Average Annual Turnover of at least q of the advertised value of this tender, at least k of which should be from Service Contracts, calculated as total certified payments received for contracts in progress or completed, within the last l years</p> <p>Note: For startups the value of financial turnover (v) can be reduced upto 20%</p> <p>c) Financial Liquidity: i) Access to Funds: Bidder should have access to or has available liquid assets, lines of credit and other financial means, other than any contractual advance payments, to meet μ months' cash flow of the estimated bid value net of applicant's commitments in this period for other contracts. ii) Net worth: The Net Worth of Bidder firm (or principal of authorised representative) should not be negative on 'The Relevant Date' and should not have eroded by more than ξ in the last 3 years.</p>	<p>$\zeta = 1(\text{one})$ $n = 50\%$ $q = 60\%$ $k=50\%$ $l = 3$ $\mu = 3$ $\xi = 30\%$ (thirty percent)</p>	Form 4.3: Financial Capability Statements

Note to Bidder:

- 1) The audited balance sheet and/or banking reference certified by a chartered accountant with stamp, signature and UDIN number shall be submitted by Bidder along with the bid. Banking reference (from a Scheduled Bank in India, and it should not be more than 3 months old as on

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date of bid submission) should contain in clear terms the amount that the bank shall be in a position to lend for this work to the applicant/ member of the Joint Venture/ Consortium. If the Current Net Assets (as seen from the Balance Sheets) are negative, only the Banking references shall be considered. Otherwise, the aggregate of the Current Net Assets and submitted Banking references shall be considered for working out the Liquidity. Failure to submit any of the two documents as evidence of financial capacity may result in the rejection of the bid. The statement must be counter-signed by an authorized representative of the Bidder.

- 2) Subcontractors' experience and resources shall not be considered in determining the Bidder's compliance with the qualifying criteria unless otherwise stated in the Qualification Requirements above.

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Section VIII-1: Qualification Criteria

Note for Bidders: Fill up Form 3.3: Personnel Deployment Plan regarding this Schedule where besides key personnel, he shall also quote the number of non-key staff required category-wise to perform the Services to the required performance standards and quality.

The following is an estimate of the minimum number of key personnel necessary to perform the services to the required performance standards and quality. Bidder, if deemed necessary, may quote more numbers of key personnel.

Key Personnel Schedule					
Sr	Position/ Location	Qualification/ Certification/ License/ Training	Work Experience in similar position & Projects (Yr.)	Work Experience Total (Yr.)	Man- Months Required
1	2	3	4	5	6
Not Applicable					

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

**Section VIII-2: Critical Equipment Schedule
(Ref ITB-clause 9.2)**

Note for Bidders: Fill up Form 3.4: Equipment Deployment Plan regarding this Schedule.

The following is an estimate of the minimum number of Critical Equipment considered necessary to perform the services to the performance standards and quality prescribed. The bidder may deploy additional essential or other equipment. Personnel required for operation (Drivers, operators, helpers) of equipment must be included as personnel in Form 3.3: Personnel Deployed. Cost for fuel, materials, consumables required for operation and maintenance of equipment shall be included in the rates quoted for Equipment Schedule in the Financial Bid.

Equipment Schedule				
Equipment Sr	Description/ Category	Specifications/ Capacity/ Condition and Age	Location	Number Deployed
1	2	3	4	5
Not Applicable				

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Bidding Forms

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Form 1: Bid Form (covering Letter)

(Ref ITB-clause 9.2)

(To be submitted as part of Technical bid, along with supporting documents, if any)

(on Bidder's Letterhead)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

To

General Manager
Highway Design Sub Unit,
RITES Limited
4th Floor, Right Wing,
Shikhar, Plot No. 1, Sector 29
Gurugram, Haryana (INDIA) - 122001

Reference: Your Tender Document No. RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024

Tender Title: Other (Non-consultancy) Services [EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam]

Sir/ Madam

Having examined the abovementioned Tender Document, we, the undersigned, hereby submit/ upload our Techno-commercial and financial bid (Price Schedule) for the performance of Services and incidental Goods/ Works in conformity with the said Tender Documents.

1) Our Credentials:*(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)*

a. We are submitting this bid

- on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.1 (Bidder Information).

or

- as agents/ associates of our foreign principals. Our foreign principal's law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.3 (Declaration by Agents/ Associates of Foreign Principals).

b. We hereby certify that We/ Our Principals M/s are a firm of proven, established, and reputed Service Provider having Experience, past performance, Personnel, Machinery and Financial capability, with offices at _____.

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2) Our Eligibility and Qualifications to participate

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Form 1.2 of this bid-form. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents in Form 4: 'Qualification Criteria - Compliance. We authorise the Procuring Entity to contact our Banker to seek references and clarifications.

3) Our Bid to deliver Services:

We offer to deliver the subject Services of requisite Performance Standards and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted in Form 2: 'Schedule of Requirements - Compliance and Form3: 'Performance Standards and Quality Assurance - Compliance' (and its sub-forms).

4) Prices:

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:

- a. based on terms of delivery and delivery schedule confirmed by us; and
- b. Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
- c. based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive, and
- d. have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
 - i. those prices; or
 - ii. the intention to submit an offer; or
 - iii. the methods or factors used to calculate the prices offered.
- e. have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

5) Affirmation to terms and conditions of the Tender Document:

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the Tender Document. Deviations, if any, are submitted by us in Form 5: 'Terms and Conditions - Compliance'. We also explicitly confirm acceptance of the Arbitration Agreement as given in the Tender Document.

6) Bid Securing Declaration

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We have submitted the Bid Securing Declaration (BSD, in lieu of Bid Security) in stipulated format vide Form 7: 'Documents Relating to bid security'.

7) Abiding by the Bid Validity

We agree to keep our bid valid for acceptance for a period up to _____, as required in the Tender Document, or for a subsequently extended period, if any, agreed to by us, and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

8) Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our Financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

9) A Binding Contract:

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal Contract is signed or issued, this bid, together with your written Letter of Award, shall constitute a binding contract between us.

10) Performance Guarantee and Signing the contract

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

11) Signatories:

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in Form 1.1 annexed herewith. We acknowledge that our digital/digitized signature is valid and legally binding.

12) Rights of the Procuring Entity to Reject bid(s):

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

.....
(Signature with date)

.....
(Name and designation)
Duly authorized to sign bid for and on behalf of
[name & address of Bidder and seal of company]

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Form 1-A : FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY**POWER OF ATTORNEY**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/company who is issuing the Power of Attorney)

We, M/s (name of the firm/company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms (Name and residential address) who is presently employed with us and holding the position of and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the Services (name of Services), including signing and submission of application/proposal, participating in the meetings, responding to queries, submission of information/documents and generally to represent us in all the dealings with RITES or any other Government Agency or any person, in connection with the services until culmination of the process of bidding, till the Contract Agreement is entered into with RITES and thereafter till the expiry of the Contract Agreement.

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 always be deemed to have been done by us.

Dated this the day of 20.....

.....
(Signature and name of authorized signatory **being given** Power of Attorney)

.....
(Signature and name in block letters of ***All the partners of the firm, *Authorized Signatory for the Company)**

(*Strike out whichever is not applicable) Seal of firm/ Company

Witness 1:

Witness 2:

Signature

Signature

Name:

Name:

Address:

Address:

Occupation:

Occupation:

Notes:

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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

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Form 1.1: Bidder Information

(Ref ITB-clause 9.2)

(To be submitted as part of technical bid along with supporting documents, if any)

(on Company Letterhead)
(Along with supporting documents, if any)

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Tender Document No. RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024

Tender Title: Other (Non-consultancy) Services [EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam]

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Bidder/ Contractor particulars:

- (c) Name of the Company:.....
- (d) Corporate Identity No. (CIN):
- (e) Registration, if any, with The Procuring Entity:
- (f) GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)
- (g) Place of Registration/ Principal place of business"
- (h) Complete Postal Address:
- (i) Pin code/ ZIP code:
- (j) Telephone nos. (with country/ area codes):
- (k) Mobile Nos.: (with country/ area codes):
- (l) Contact persons/ Designation:
- (m) Email IDs:

Submit documents to demonstrate eligibility as per NIT-clause 3 and ITB-clause 3.2 - A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.

2) Taxation Registrations:

- (a) PAN number:
- (b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):
- (c) GSTIN number: in Contractor and Service Site States
- (d) Registered/ Certified Offices from where the Services would be supported and Place of

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Service Site for GST Purpose:

- (e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):
- (f) Details of Bidder's Jurisdictional Assessing Officers (Designation, address & Email id)

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3) Trade Registrations and Licenses

We have the following registrations/ licences required for the performance of this Service (tick as applicable). Authenticated copies of these are enclosed herewith:

- EPF
- ESI
- Labour Licence
- Private Security Agency under relevant Act
- Any other required -----.

4) Authorization of Person(s) signing the bid on behalf of the Bidder

- (a) Full Name: _____
- (b) Designation: _____
- (c) Signing as: _____

- A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,
- A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,
- A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
- A Society. The person signing the bid is the constituted attorney.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

5) Bidder's Authorized Representative Information

- (d) Name:
- (e) Address:
- (f) Telephone/ Mobile numbers:
- (g) Email Address:

(Signature with date)

.....
 (Name and designation)
 Duly authorized to sign bid for and on behalf of
 [name & address of Bidder and seal of company]

DA: As above

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Form 1.2: Eligibility Declarations

(Ref ITB-clause 9.2)

(To be submitted as part of technical bid along with supporting documents, if any)
(On Company Letterhead)

Tender Document No. RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024

Tender Title: Other (Non-consultancy) Services [EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam]

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.]

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the bidder)

We hereby confirm that we comply with all the stipulations of NIT-clause 3 and ITB-clause 3.2 and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

- 1) Legal Entity of Bidder: _____
- 2) Bidder/ Agent Status: _____
- 3) We solemnly declare that we (including our affiliates or subsidiaries or constituents):
 - (a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
 - (b) (including our Contractors/ subcontractors for any part of the contract):
 - i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or
 - ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
 - (c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
 - (d) We certify that we fulfil any other additional eligibility condition if prescribed in Tender

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Document.

(e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

4) Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

(a) we are not from such a country or, if from such a country, we are registered with the Competent Authority (Where applicable, evidence of valid registration by the Competent Authority i.e. DPIIT shall be attached) and;

(b) we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. (Where applicable, evidence of valid registration by the Competent Authority i.e. DPIIT shall be attached)

(c) "I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority."

OR

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement." (Evidence of valid registration by the Competent Authority i.e. DPIIT shall be attached)

** Delete whichever is not applicable*

5) MSME Status:

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

(a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:.....

(b) We attach herewith, Udyam Registration Certificate with the Udyam Registration Number as proof of our being MSE registered on the Udyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.

(c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

6) Start-up Status

we confirm that we are/ are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

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7) Make in India Status:

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

(a) Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

- Class-I Local Supplier/
 Class-II Local Supplier/
 Non-Local Supplier.

(b) We also declare that.

- There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered Services, or
- We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Services.

8) Self-Declaration by Indian Agents of Foreign Principals

(a) Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws – are submitted as part of Form 1.3 annexed herewith.

(b) Agency Agreement shall be submitted with Form 1.3. It shall cover

- i) the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and
- ii) any payment the agent or associate receives in India or abroad from the foreign principal, whether a commission or a general retainer fee.

(c) Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, are listed in Form 1.3 annexed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).

(d) The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder is detailed in Form 1.3.

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(e) Confirmation is given in Form 1.3 herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the Procuring Entity in India, in equivalent Indian Rupees on satisfactory completion of the Project or delivery of Services.

9) Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
.....
[name & address of Bidder and seal of company]

DA: As in Sr 1 to 9 above, as applicable

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Form 1.3: Declaration by Agents/ Associates of Foreign Principals

(Required only for Agents/ Associates of Foreign Principals)

(Ref ITB-clause 3.5)
(On Company Letter Head)

(To be submitted as part of technical bid along with supporting documents, if any)

Agent's Name _____

[Address and Contact Details]

Principal's Reference No. _____

Date.....

The President of India, through
Head of Procurement
Procuring Organisation
[Complete address of the Procuring Entity]

Dear Sirs,

Reference: Your Tender Document No. RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024

Tender Title: Other (Non-consultancy) Services [EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam]

- 1) We,, are a bonafide business as per Indian Laws. We have been retained as agent/ associates by our foreign Principals, Messrs..... (name and address of the principal) to associate with them for participation in this Tender Process.
- 2) We understand that any failure or non-disclosures, or mis-declarations by us, shall be treated as a violation of the Code of Integrity. Our Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions by the Procuring Entity as per the Tender Document.
- 3) The required details as per ITB-clause 3.5 are as follows.
 - (a) Name of the Agent/ Associate:.....
 - (b) Documents regarding ownership pattern: as appropriate – Bye Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution.
 - (c) Year of establishment.....
 - (d) Sister Concerns.....
 - (e) Corporate Identity No. (CIN):
 - (f) Aadhar Card of Owner/ CEO/ Partner
 - (g) PAN number:
 - (h) Complete Postal Address:
 - (i) Pin code/ ZIP code:
 - (j) Telephone nos. (with country/ area codes):
 - (k) Mobile Nos.: (with country/ area codes):
 - (l) Contact persons/ Designation:
 - (m) Email IDs:
 - (n) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.):

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-
- (o) GSTIN number: in Consignor and Consignee States
- (p) Registered office from where agency/ association services would be mainly provided to Foreign Principals for GST Purpose:
- (q) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):

4) Details required under ITB-clause 3.5 regarding the foreign Principals are given below.

- (a) Name of the Company:.....
- (b) Nationality/ Country of operation/ incorporation.....
- (c) Complete Postal Address:
- (d) Telephone nos. (with country/ area codes):
- (e) Fax No.: (with country/ area codes):
- (f) Mobile Nos.: (with country/ area codes):
- (g) Contact persons/ Designation:
- (h) Email IDs:

5) Because of price-sensitive information agency/ dealership/ any other agreement with foreign principals shall be submitted as per ITB-clause 3.5, on-demand, after the financial bid opening. It shall contain details of payments of all commissions, gratuities, or fees concerning the tender process or execution of the contract that we have paid/ received, or shall pay/ receive, as per the following format:

Name of Recipient	Address	Services to be provided	Amount and Currency

6) Our principals have authorized us to confirm that the commission/ remuneration, if any, to us under the contract shall be paid in India, in equivalent Indian Rupees, on satisfactory completion of the Project or delivery of Services.

7) We enclose herewith as appropriate, our _____ Byelaws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

Yours faithfully,

.....

[signature with date, name, and designation]
 for and on behalf of Messrs.....
 [name & address of the Principal Service Provider and seal of company]

DA: As above

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Form 2: Schedule of Requirements – Compliance Services and Activities Schedule

(Ref ITB-clause 9.2, Section VI-1: Services and Activities Schedule)

(To be submitted as part of technical bid)

(Along with supporting documents, if any)

(on Company Letterhead)

Tender Document No. RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024

Tender Title: Other (Non-consultancy) Services [EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam]

Bidder's Name

[Address and Contact Details]

Bidder's Reference No. Date

Contract Period		Description and Scope of Services; Outcomes, Deliverables, reports	Contract Period Extendable by			Minimum Local Content (%)	Service Site/ State	GSTIN
Service Sr	Activity Sr		Frequency/ Shifts, Timelines Milestones	Quantum	Units			
1	2	3	4	5	6	7	8	9
Schedule	1	<i>[Description of Schedule]</i>						
Service 1.1		<i>[Description of Service]</i>						
	1.1.1							
	1.1.2							
	1.1.3							
Service 1.2		<i>[Description of Service]</i>						
	1.2.1							
	1.2.2							
	1.2.3							

⁶ Mention total % and breakup into CGST, SGST, IGST, Cess etc

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Note: Bidders must fill up this Form regarding 'Services and Activities Schedule' in Section VI: 'Schedule of Requirements' maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard. Include details:

- 1) Description/ Scope of Service (indicate what is (and more important – what is not) included in the Services and conditions under which Services are to be performed);
- 2) Outcomes, Deliverables, reports etc
- 3) Frequency/ Quantum/ Length & Duration of Activities

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Deviations from Schedule of Requirements

(Ref ITB-clause 9.2, Section VI: Schedule of Requirements)
(To be submitted as part of Technical bid)
(on Company Letterhead)

Tender Document No. RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024

Tender Title: Other (Non-consultancy) Services [EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam]

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders: Highlight in this Form any deviations, if any, from Section VI: Schedule of Requirements, Background and Services and Activities Schedule. For clarity, you may add your Background.

Sl. No.	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all requirements detailed in Section VI: Schedule of Requirements, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognized and shall be null and void.

.....
(Signature with date)

.....
(Name and designation)
Duly authorized to sign bid for and on behalf of

.....
[name & address of Bidder and seal of company]

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Form 3: Performance Standards and Quality Assurance – Compliance

(Ref ITB-clause 9.2, Section VII: Performance Standards and Quality Assurance)

(To be submitted as part of Technical bid)
(on Company Letter-head)

Tender Document No. RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024

Tender Title: Other (Non-consultancy) Services [EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam]

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders: Also highlight deviations from Section VII: Performance and Quality Assurance requirements maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

SI. No.	Ref of Performance Standards and Quality Assurance Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all Performance Standards and Quality Assurance requirements in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognized and shall be null and void.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
[name & address of Bidder and seal of company]

DA: Relevant documents like technical data, literature, drawings, and other documents

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Form 3.1: Method Statement

(Ref ITB-clause 9.2, Section VII-1: Method Statement)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024

Tender Title: Other (Non-consultancy) Services [EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam]

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders:

- 1) Bidders must detail the method of performing the activity, indicating quantum and type of - personnel, equipment, and materials to be used. Indicate supervision, reports/ reporting procedure, performance parameters/ specification – target and measurements, documentation, quality control records, and any other relevant detail to distinguish your performance from other bidders. Also indicate complaint redressal procedures and response times.
- 2) Bidders must demonstrate a complete understanding of the scope, nature and resources needed to deliver the Services.
- 3) The Method Statement shall, therefore, include, but shall not necessarily be limited to, the following:
 - (a) Description of the Bidder's proposed programming and sequencing of all main activities, identifying those for which timing may be critical.
 - (b) Description of the measures included in the bid, which shall be implemented to achieve the performance standards and quality of execution required under the contract
 - (c) If the Tender Document so require a proposed Service Level Agreement shall also be included – inappropriate details/ format
 - (d) Description of arrangements to ensure compliance with the environmental, social, gender, health and safety requirements called for in the Tender Document, which the Bidder proposes to adopt and has included in the bid
 - (e) Commentary on the Procurement Entity's Requirements, including the status of the information available and relevant issues for the Works, detailing how the critical requirements shall be achieved.
 - (f) Method Statement must be supplemented by information in Work Plan. Personnel Deployment Plan; Equipment Deployment Plan and Materials Deployment Plan
 - (g) Anything else, as may be appropriate

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Form 3.2: Work-Plan

(Ref ITB-clause 9.2, Section VII-2: Work Plan)
 (To be submitted as part of Technical bid)
 (on Company Letter-head)

Tender Document No. RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024

Tender Title: Other (Non-consultancy) Services [EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam]

Bidder's Name _____
 [Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders: Show the timelines and milestones of performance and delivery of activities, bringing out the dependencies and sequencing of activity. Work Plan may be preferably in a Gantt Chart format.

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Form 3.3: Personnel Deployment Plan

(Ref ITB-clause 9.2, Section VIII-1: Key Personnel Schedule)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024

Tender Title: Other (Non-consultancy) Services [EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam]

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders: If so desired in Section VIII-1, indicate key Personnel (Managers/ Supervisors/ Executives/ Specialists/ Technicians) and the number of non-key staff required to perform the services to the required performance standards and quality. Bidder shall quote the cost of these personnel in Personnel Schedule Cost Breakup in the Financial Bid. Also, include personnel required for operation and maintenance of equipment (listed in the equipment schedule). Cost of Safety/ Personnel/ Hygiene Material for Personnel are to be included as lumpsum per month (along with other Non-critical miscellaneous materials) in the Material Schedule Cost Breakup in the Financial Bid.

A. Key Personnel

Note to Bidders: Highlight any deviations from Section VIII-1: Key Personnel Schedule. Bidder shall provide adequate information to demonstrate that it can meet the requirements for the key personnel listed in Section VIII-1: Key Personnel Schedule. At a minimum, CVs must be provided for the Key Personnel for the following positions, using the forms provided for that purpose:

No.	Position/ Location	Man- Months	Name	Qualification/ Certification/ Licence/ Training	Work Experience in a similar position in similar Projects (Yr.)	Work Experience Total (Yr.)
1						
2						
3				Not applicable		
4						
5						
6						

CV of Key Personnel

Name of Bidder	
Position	
Personnel information	Name: _____ Date of birth: _____
	Qualification/ Certification/ Licence/ Training
Present employment	Name of employer: _____
	Address of employer: _____
	Telephone _____ Contact (manager / personnel officer) _____

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

	Fax	E-mail
	Job title	Years with present employer
Summarize professional experience over the last 10 years, in reverse chronological order. Indicate technical and managerial experience relevant to the project.		
From	To	Company / Project / Position / Relevant technical and management experience
		<i>Not applicable</i>

B. Non-key Personnel

Sr. No.	Staff Category	Skill/ Experience/ Qualification	Nos to be Deployed/ Location	Man-Months
1				
2				
3				
4		Not applicable		
5				

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Form 3.4: Critical Equipment Deployment Plan

(Ref ITB-clause 9.2, Section VIII-2: Critical Equipment Schedule);

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024

Tender Title: Other (Non-consultancy) Services [EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam]

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders: If so desired in Section VIII-2, indicate the minimum number of Critical Equipment considered necessary to perform the services to the performance standards and quality prescribed. The bidder may deploy additional essential or other equipment. Bidder shall quote the cost of these equipment in Equipment Schedule Cost Breakup in the Financial Bid. Personnel (Drivers, operators, helpers) required to operate the equipment should be included in the Personnel Schedule. The cost of Fuel, materials & consumables required for operation and maintenance of equipment must be included in the rate quoted in the Equipment Schedule Cost Breakup in the Financial Bid.

Critical Equipment Deployment Schedule				
Equipment Sr	Description/ Category	Specifications/ Capacity/ Condition and Age	Ownership Details	Number Deployed/ Locations
1	2	3	4	5
Critical Equipment Deployment Plan				
1.				
2.				
3.				
Other Equipment Deployment Plan				
1.				
2.				
3.				

[Highlight any deviations from Section VIII-2: Critical Equipment Schedule]

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Form 3.5: Critical Materials Deployment Plan

(Ref ITB-clause 9.2, Section VII-3: Critical Material Schedule)

NOT APPLICABLE

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Form 4: Qualification Criteria – Compliance

(Ref ITB-clause 9.2, Section VIII: Qualification Criteria)

(To be submitted as part of Technical bid along with supporting documents, if any)

(on Company Letterhead)

Tender Document No. RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024

Tender Title: Other (Non-consultancy) Services [EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam]

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date

Note to Bidder: *Furnish stipulated documents in support of the fulfilment of qualifying criteria. The list below is indicative only. You may attach more documents as required. Non-submission or incomplete submission of documents may lead to rejection of the bid as nonresponsive. Also highlight in this form deviations, if any, from Section VIII: Qualification Criteria.*

Summary of Response to Qualification Criteria

Criteria 1 - Experience and Past Performance:	Summary
1) Similar Experience (as per Form 4.1): Number of service contracts (at least [80] percent completed) of a nature and complexity equivalent to the Services over the last [7] years	
2) Nonperforming Contracts and Litigation: (as per form 4.2) a) Number of non-performance of contracts within the last five (5) years i) Value of All pending litigation as a percentage of the Bidder's net worth. ii) The number of occurrences of failure to sign a contract after receiving a notice of award in the past five (5) years	
Criteria 2 – Performance Capability	
3) Key Personnel: Capability to deploy Key Personnel needed to perform the Service to the specified performance standards. (Details given in Form 3.3)	Yes/ No
4) Critical Equipment: Capability to deploy (own, hire, lease) Critical Equipment needed to perform the Service to the specified performance standards. NABET Accreditation of the Contractor (Details given in Form 3.4)	Yes/ No
Criteria 3 - Financial Capability: (as per form 4.3)	
5) Financial Ratios a) The average coefficient of the Current ratio b) The average coefficient of Debt ratio	
6) Average Turnover: Within last (3) years	
7) Financial Liquidity: a) Overall cash flow requirements for this Contract and our current commitments b) Access to cash-flow	

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Note: Bidders shall provide such evidence of their continued qualification to perform the Services (including any changes in their litigation history) in a manner satisfactory to the Procuring Entity, as the Procuring Entity may reasonably request at any time before the award of contract.

8) Documents Attached supporting the compliance to qualification criteria:

S. No.	Document Attached, duly filled, signed, and copies self-attested
1	
2	
3	

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of
.....

[name & address of Bidder and seal of company]
DA: As above, if any

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Form 4.1: Performance Statement

(Ref ITB-clause 9.2, Section VIII: Qualification Criteria)

Statement of Performance of Services During Last Seven Years and Outstanding Current Orders

(To be submitted as part of Technical bid)
(on Company Letter-head)

Tender Document No. RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024

Tender Title: Other (Non-consultancy) Services [EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam]

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidder: Bidder must fill in this form to prove conformance to Criteria 1 – Experience and Past Performance in Section VIII – Qualification Criteria. Mention contracts in which Bidder is or has been a party, whether as a Service Provider, affiliate, associate, subsidiary, Subcontractor, or any other role. The list below is indicative only. You may attach more documents as required to showcase your past performance. Add additional details not covered elsewhere in your bid in this regard. Statements and Documents may be mentioned/ attached here.

Contracting Entity – Name and Address	Contract Title, Number and Date	Role in Contract	The total value of the order	Status as on date ----

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
.....

[name & address of Bidder and seal of company]

DA: Performance records/ contracts

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Form 4.2 Non-performance, Litigation Statement
(Ref ITB-clause 9.2, Section VIII: Qualification Criteria)
(To be submitted as part of Technical bid)
(on Company Letter-head)

Tender Document No. RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024

Tender Title: Other (Non-consultancy) Services [EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam]

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date _____

Note to Bidders: Fill this Form for Bidder and each member of a joint venture or other association that is a party to Bidder to highlight conformance to Criteria 1(b): Nonperforming Contracts and Litigation. The list below is indicative only. You may attach more documents as required. Add additional details not covered elsewhere in your bid in this regard.

Non-Performing Contracts as per Criteria 1 (b) Section VIII, Qualification Criteria

Contract non-performance did not occur during the five years before the deadline for the bid submission as per the above criteria

Or

Contract(s) not performed during the five years before the deadline for the bid submission as per the above criteria are listed below

Year	Non performed a portion of the contract	Contract Identification	Total Contract Amount
[insert year]	[insert amount and percentage]	Contract identification: [indicate complete contract title, number, and any other identification] Name of institution: [insert full name] Address of institution: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]

Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes, the process or outcome of which the Procuring Entity could reasonably interpret may impact or have the potential to impact the financial or operational condition of Bidder in a manner that may adversely affect the Bidder's ability to satisfy any of its obligations under the contract as per Section VIII. Qualification Criteria
Note: Bidder and each member of a Joint Venture/Consortium making up a Bidder must complete this table

No Or Yes

If Yes, Describe:

Year	Matter Dispute	in Contract Identification	Value of Award (Actual or Potential) Against Bidder
[insert year]	[insert amount and percentage]	Contract identification: [indicate complete contract title, number, and any other identification] Name of institution: [insert full name] Address of institution: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Form 4.3 Financial Capability Statements
(Ref ITB-clause 9.2, Section VIII: Qualification Criteria)
(To be submitted as part of Technical bid)
(on Company Letter-head)

Tender Document No. RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024

Tender Title: Other (Non-consultancy) Services [EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam]

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders: Fill this Form for Bidder and each member of a joint venture or other association that is a party to Bidder to highlight conformance to Criteria 3: Financial Capability. The list below is indicative only. You may attach more documents as required. Add additional details not covered elsewhere in your bid in this regard. Form should be CA Certified.

Form 4.3.1: Financial Statements and Ratios

Note: Each Bidder or member of a Joint Venture/Consortium making up a Bidder must fill in this form.

Financial Data for Previous Three (3) Years			
	Year 1:	Year 2:	Year 3:
Information from Balance Sheet			
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Information from Income Statement			
Total Revenues			
Profits Before Taxes			
Profits After Taxes			
Financial Ratios (Bidders to fill this table. The Procuring Entity shall verify during the review process)			
Current Ratio			
Debt Ratio			

- All such documents reflect the financial situation of Bidder or a member of a Joint Venture or other Association and not a sister or parent company.

Certificate of CA with UDIN

'This is to certify that the information given at above table are derived from audited B/S and P/L account and are true and correct reflection of company's financial capability.'

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Form 4.3.2: Average Annual Turnover

(Ref ITB-clause 9.2)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024

Tender Title: Other (Non-consultancy) Services [EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam]

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note: Each Bidder or member of a Joint Venture/Consortium making up a Bidder must fill in these forms. Form should be CA Certified.

Annual Turnover Data for the Last Three (3) Years (Services only)	
Year	Turnover Amount

Average Annual Construction Turnover

CA Certificate

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Form 4.3.3: Financial Resources

(Ref ITB-clause 9.2, Section VIII: Qualification Criteria)
 (To be submitted as part of Technical bid)
 (Along with supporting documents, if any)
 (on Company Letter-head)

Tender Document No. RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024

Tender Title: Other (Non-consultancy) Services [EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam]

Bidder's Name _____
 [Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note: Each Bidder or member of a Joint Venture/Consortium making up a Bidder must fill in this form, specifying proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject Contract or contracts as indicated in Section VIII: Qualification Criteria. Form should be CA Certified.

No.	Source of Financing	Amount (Rs Lakh)
1		
2		
3		
4		

Note: Attach Supporting Documents – i.e., Statement from Bankers etc.
 CA Certificate

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Form 4.3.4: Current Contract Liabilities/ Works in Progress

(Ref ITB-clause 9.2, Section VIII: Qualification Criteria)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024

Tender Title: Other (Non-consultancy) Services [EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam]

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note: Each Bidder and each member of a Joint Venture/Consortium making up a Bidder should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued. Form should be CA Certified.

Title, No., and date of Contract	Contracting Entity; contact details	Value of outstanding work Rs Lakh	Estimated completion date	Avg. monthly invoicing over last six months (Rs Lakh)
Total Monthly Commitment				

CA Certificate

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Form 5: Terms and Conditions - Compliance

(Ref ITB-clause 9.2)

(To be submitted as part of technical bid)

(on Company Letterhead)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Tender Document No. RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024

Tender Title: Other (Non-consultancy) Services [EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam]

Note to Bidders: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

Sl. No.	Ref of Tender Document		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
.....

[name & address of Bidder and seal of company]

DA: If any, at the option of the Bidder.

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Form 6: Checklist for Bidders

(Ref ITB-clause 9.2)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Tender Document No. RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024

Tender Title: Other (Non-consultancy) Services [EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam]

Note to Bidders: This checklist is merely to help the bidders to prepare their bids, it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.

S. No.	Documents submitted, duly filled, signed	Yes/ No/ NA
A	Earnest Money Deposit Documents / MSME Certificate	
B	Cost of Tender Document	
1.	Form 1.- bid Form (to serve as covering letter and declarations applicable for both the Techno-commercial and Financial bid)	
2.	Form 1.1: Bidder Information along with Power of attorney and Registration Certificates etc.	
3.	Form 1.2: Eligibility Declarations, along with supporting documents	
3.a	Self-attested copy of Registration certificate for bidders/ subcontractors from restricted neighbouring countries	
3.b	Self-attested copy of MSME registration	
3.c	Self-attested copy of Start-up registration/ status	
3.d	Self-attested copy of the certificate of Local Supplier Status for Make in India policy, from auditors/ cost accountant in case of Tenders above Rs 10 Crore	
4.	If applicable, Form 1.3: Declaration by Agents/ Associates of Foreign Principals	
4.a	Self-attested copy of Registration certificates etc., of the agent/ dealer.	
4.b	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign Form 1.3 of Agent Dealer	
5.	Form 2: Schedule of Requirements - Compliance	
6.	Form 3: Performance Standards and Quality Assurance - Compliance	
6.a	Form 3.1, 3.2, 3.3, 3.4, and 3.5 to support Form 3	
7.	Form 4: Qualification Criteria - Compliance	
7.a	Form 4.1, 4.2, 4.3 to support Form 4	

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

S. No.	Documents submitted, duly filled, signed	Yes/ No/ NA
8.	Form 5: Terms and Conditions - Compliance	
9.	Form 6: This Checklist	
10.	Form 7: Documents relating to Bid Security	
11.	If applicable, Form 8: Duly signed Integrity Pact, If stipulated in AITB.	
12.	Price Schedule (BOQ) Excel Sheet downloaded from the Portal and filled and uploaded	
13.	Any other requirements, if stipulated in TIS/AITB; or if considered relevant by the Bidder	

.....
(Signature with date)

.....
(Name and designation)
Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Form 7: Documents Relating To Bid Security

(Ref ITB-clause 9.2)

Note: Submit as Form 7 as part of Technical bid, a Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security are required to submit this.

**Bid Securing Declaration
(on Company Letter-head)**

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

To
(insert Tender Inviting Authority (TIA) with Complete Address)
RITES Limited
[Complete address of the Procuring Entity]

Ref: Tender Document No. RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024

Tender Title: Other (Non-consultancy) Services [EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam]

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - (a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - (b) Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification
 - (a) of cancellation of the entire tender process or rejection of all bids or
 - (b) of the name of the successful bidder or
- 2) forty-five days after the expiration of bid validity any extension to it.

(Signature with date)

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

.....
(Name and designation)
Duly authorized to sign bid for and on behalf of.....
[name & address of Bidder and seal of company]
Dated on day of [insert date of signing]
Place.....[insert place of signing]
DA:.....

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Form T-8/1: The RITES authority competent to sign the contract agreement, will sign this Annexure before uploading the tender

To

All Bidders/Consultants for the Subject Tender

.....,

.

Subject: NIT No.....for the services of
.....(Fill in Name of the Services)

Dear Sir,

It is hereby declared that RITES Limited., acting for and on behalf of and as an Agent/Power of Attorney Holder of(The Principal/Employer) is committed to follow the principles of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Consultant will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the consultant would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the RITES Limited.

Yours faithfully

RITES Limited

(Name, Signature and Designation of the Authority *competent to sign contract agreement on behalf of RITES*)

for and on behalf of and as an

Agent/Power of Attorney Holder of

.....

Note- The RITES authority competent to sign the contract agreement, will sign this Annexure before uploading the tender.

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Form T-8/2: The Bidder will download this document and affix his signatures and upload such signed document along with Integrity pact

To,

.....

(Fill the Designation and Address of the Authority competent to sign contract agreement on behalf of RITES)

Name of Service: (Fill in Name of the Service)

Dear Sir,

I/We acknowledge that RITES Limited. is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that SUBMISSION OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/ bid is finally accepted by RITES Limited. and/or Client(Strike out whichever is not applicable). I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Section 9 of the enclosed Integrity Agreement at Form T-8/3.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, RITES Limited. and/or Client (Strike out whichever is not applicable), shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the tender/ bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the bidder)
 (Official Seal)

Place:.....

Date:

Witness 1:
 (Name & Address).....

.....

Witness 2
 (Name & Address).....

.....

Date:

Note-1 The bidder will download this document and affix his signatures and upload such signed document, as explained in the tender document under para 6 (5) of NIT.. In case of Failure to submit the Integrity Pact duly signed and witnessed, along with the bid, the bid is likely to be rejected.

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FORM T-8/3 : INTEGRITY PACT : Not Applicable

(If stipulated in TIS, Ref Clause 6 (5) of NIT)
(To be signed on Plain paper)
(To be submitted as part of Technical Proposal)

INTEGRITY PACT

Between

RITES Limited acting for and on behalf of and as an Agent/Power of Attorney Holder of.....

.....
(Name of Principal/Employer)

(Hereinafter called the “Principal/Employer” and which expression shall unless repugnant to the meaning or context hereof including its successors and permitted assigns)

AND.....

.....
(Name of the Bidder/Contractor)

(Hereinafter referred to as “The Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

PREAMBLE

‘The Principal/Employer’ intends to award, under laid down organizational procedures, contract/s for _____, ‘The Principal/Employer’ values 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 Consultant(s).

In order to achieve these goals, the Principal/Employer shall appoint Independent External Monitors (IEMs) who shall monitor the tender Process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the ‘The Principal/Employer’

- 1) ‘The Principal/Employer’ commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - (a) No employee of the Principal/Employer, personally or through family members, will, in connection with the tender or for 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/Employer will, during the Procurement Process, treat all bidder(s) with equity and reason. The Principal/Employer will, in particular, before and during the Procurement 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/Employer will exclude from the process all known prejudiced persons.

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- 2) If the Principal/Employer obtains information on the conduct of any of its employees, which is a criminal offence under the IPC(Indian Penal Code)/ PC (Prevention of Corruption) Act, or if there be a substantive suspicion in this regard, the Principal/Employer will inform its Chief Vigilance Officer and in addition, can initiate disciplinary actions.

Section 2 - Commitments of the ‘ Bidder/ Contractor’

- 1) The ‘Bidder/Contractor’ commit himself to taking all measures necessary to prevent corruption. He commits himself to observe the following principles during participation in the tender Process and during the contract execution.
 - (a) The ‘Bidder/ Contractor’ will not, directly or through any other person or firm, offer, promise, or give to any of the Principal/Employer ‘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 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/ Contractor’ will not enter with other Bidders/Consultants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding Process.
 - (c) The ‘Bidder/ Contractor’ will not commit any offence under the relevant IPC/ PC Act; further, the ‘ Bidder/ Consultant’ will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal/Employer as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - (d) The ‘Bidder/ Contractor’ 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.
 - (e) Foreign bidders/ Contractors shall disclose the name and address of agents and representatives in India .
 - (f) Indian Bidders/ Contractors shall disclose their foreign principals or associates.
- 2) The ‘Bidder/ Contractor’ will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from Procurement Process and exclusion from future contracts

If the ‘Bidder/ Contractor’, before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal/Employer is entitled to disqualify the ‘Bidder/ Contractor’ from the tender Process or terminate/determine the contract, if already executed, as per Clause 13 of GCC or take action as per the procedure mentioned in the “Guidelines on Banning of Business Dealings” placed at Annexure-T-8A.

Section 4 - Compensation for Damages

- 1) If the Principal/Employer has disqualified in terms of the provisions in Section 3, the ‘Bidder/ Contractor’ from the tender Process prior to the award of contract, the Principal/Employer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

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- 2) If the Principal/Employer has terminated the contract during execution in terms of the provisions under Section 3, the Principal/Employer shall be entitled to demand & recover from the Bidder/ Contractor the damages equivalent to Earnest Money Deposit, Security Deposits already recovered and Performance Guarantee which shall be absolutely at the disposal of the Principal/Employer.

Section 5 - Previous transgression

- 1) Bidder/ Contractor to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders/contractors in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders/contractors shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders/contractors.
- 2) If the Bidder/ Contractor makes an incorrect statement on this subject, he can be disqualified from the tender Process, or action can be taken as per the procedure mentioned in “Guidelines on Banning of Business Dealings”.

Section 6 - Equal treatment of all Bidders/Consultants/Sub-contractors

- 1) The Bidder/ Contractor undertakes to demand from all partners/sub-contractors (if permitted under the conditions/clauses of the contract) a commitment to act in conformity with this Integrity Pact and to submit it to the Principal/Employer before signing the contract.
- 2) The Bidder/ Contractor confirms that any violation by any of his partners/subcontractors to act in conformity with the provisions of this Integrity Pact can be construed as a violation by the Bidder/ Contractor himself, leading to possible Termination of Contract in terms of Section 4.
- 3) The Principal/Employer will disqualify from the tender Process all bidders/consultants who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders(s)/ Consultant(s)/ Subcontractor(s)

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

Section 8 - Independent External Monitor

- 1) The Principal/Employer shall appoint competent and credible Independent External 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 on receipt of any complaint by them from the bidder(s)/consultant(s). The IEMs shall examine all the representations/grievances/complaints received by them from the bidder/Contractors or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.

For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined as far as possible by the full panel of

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- IEMs jointly or by the sole IEMs as the case may be, who would not look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEMs will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 2) The Monitor is not subject to instructions by the representatives of the parties and will perform his functions neutrally and independently. He will report to the CMD/RITES Limited.
 - 3) The Bidder/ Contractor accepts that the Monitor has the right to access, without restriction, to all Project documentation of the Principal/Employer, including that provided by the bidder/ Contractor. The bidder/ Contractor 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 Partners/Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor /Partners/Sub-Contractor with confidentiality.
 - 4) The Principal/Employer 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/Employer and the Consultant. The parties offer the Monitor the option to participate in such meetings.
 - 5) As soon as the Monitor notices, or has reason to believe that violation of the agreement by the Principal/Employer or the Bidder/ Contractor, has taken place, he will request the party concerned to discontinue or take corrective action, or to take any 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. The role of the Monitor will be advisory and his advice will be non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.
 - 6) The Monitor will submit a written report to the CMD/RITES Limited., at the earliest from the date of reference or intimation to him by the Principal/Employer and, should the occasion arise, submit proposals for correcting problematic situations.
 - 7) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all other Contractors 6 month after the Contract has been awarded.

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

Section 10 - Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction shall be as stated in the Contract Agreement
- 2) Changes and supplements, as well as termination notices, need to be made in writing.

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- 3) This agreement must be signed by legally authorised signatory of the bidder. Any violation of Section 2 above by the bidder will lead to possible Termination of Contract in terms of Section 3.
- 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 shall strive to come to an agreement to their original intentions.
- 5) A person signing the IP shall not approach courts while representing the matters to IEMs and he/she will await their decision in the matter.
- 6) In case of sub-contracting, the principal consultant shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.
- 7) In the event of any dispute between Principal/ Employer and the consultant/bidder, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

In case, the dispute remains unresolved even after mediation by the panel of IEMs, the Principal/ Employer and consultant/bidder may take further action as per the terms & conditions of the contract.
- 8) The Bidder/Consultant undertakes (as part of Fall Clause) that they have not and will not sell the same material/equipment at prices lower than the bid price.

For and on behalf of the Principal/Employer

(Name of the Officer and Designation)
Contractor.
(Office Seal)

For and on behalf of 'Bidder/
(Office Seal)

Place
Date

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Note

RITES authority competent to sign the contract agreement, will sign this Annexure before uploading the tender. The bidder/ Contractor will download this pre-signed document and affix his signatures and those of witnesses and upload such signed document, as explained under para 6 (5) of NIT. In case of Failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.

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ANNEXURE: T-8A : Guidelines on Banning of Business Dealings

1. Introduction

1.1 RITES, being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. RITES has also to safeguard its commercial interests. It is not in the interest of RITES to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on RITES to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 The procedure of (i) Suspension and (ii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.2 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor/inadequate performance or for any other reason.

2.3 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

i) 'Consultant/Bidder/Contractor/Supplier' in the context of these guidelines is indicated as 'Agency'.

ii) 'Competent Authority' shall mean the Executive Director of the Division.

iii) 'First Appellate Authority' shall mean Director in charge of the Division and

iv) "Second Appellate Authority" shall mean the CMD, RITES.

v) 'Investigating Department' shall mean any Department, Division or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

vi) 'Banning Committee' shall mean a Committee constituted for the purpose of these guidelines by the CMD. The members of this Committee shall not, at any stage, be connected with the tendering process under reference.

4. Initiation of Banning/Suspension

Action for banning/suspension business dealings with any Agency should be initiated by the department/unit having business dealings with them after noticing the irregularities or misconduct on their part.

5. Suspension of Business Dealings

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5.1 If the conduct of any Agency dealing with RITES is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department/Unit, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. The order of such suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department.

The Investigating Department/Unit may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 As far as possible, the existing contract(s) with the Agency may be continued unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Grounds on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director/Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RITES, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.;

6.4 If the Agency employs a public servant dismissed/removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.5 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.6 In case any information/document which may result in the tenderer's disqualification is concealed by the Tenderer or any statement/information/document furnished by the Tenderer or issued by a Bank/Agency/third party and submitted by the tenderer, is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party.

6.7 If the Agency uses intimidation/threatening or brings undue outside pressure on the Company (RITES) or its official in acceptance/performances of the job under the contract;

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6.8 If the Agency indulges in repeated and/or deliberate use of delay tactics in complying with contractual stipulations;

6.9 Based on the findings of the investigation report of CBI/Police against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to the Company (RITES) or even otherwise;

6.10 Established litigant nature of the Agency to derive undue benefit;

6.11 Continued poor performance of the Agency in several contracts;
(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

7.1 A decision to ban business dealings with any Agency shall apply throughout the Company.

7.2 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 8.1 and an enquiry held accordingly.

8. Show-cause Notice

8.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 30 days a written statement in its defence. If no reply is received, the decision may be taken ex-parte.

8.2 If the Agency requests for inspection of any relevant document in possession of RITES, necessary facility for inspection of documents may be provided.

8.3 On receipt of the reply of the Agency, or in case no reply is received within the prescribed time, the Competent Authority shall refer the case along with relevant details to the Banning Committee, which shall examine the reply of the Agency and other facts and circumstances of the case and submit its final recommendation to the Competent Authority for banning or otherwise. In case the action contemplated against the Agency includes forfeiture of EMD also besides Banning of Business Dealings, the Banning Committee will also examine whether Clause 9.4 of of ITB is attracted and recommend forfeiture or otherwise of EMD considering all facts and circumstances of the case. A final decision on forfeiture or otherwise of the EMD and for Company-wide banning or otherwise shall be taken by the Competent Authority. The Competent Authority may consider and pass an appropriate speaking order:

- a) For completely exonerating the Agency; or
- b) For forfeiture of EMD but for not banning of business dealings with the Agency; or
- c) For forfeiture of EMD and banning the business dealing with the Agency.

8.4 The decision should be communicated to the Agency concerned along with a reasoned order. If it is decided to ban business dealings, the period for which the ban would be operative may be mentioned.

9. Appeal against the Decision of the Competent Authority

9.1 The Agency may file an appeal against the order of the Competent Authority banning business

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dealing, etc. to the First Appellate Authority.

9.2 In the event the Agency is dissatisfied with the decision of the First Appellate Authority, it shall file a second appeal to the Second Appellate Authority.

9.3 The Appeals shall be preferred within one month from the receipt of the order of the Competent Authority or First Appellate Authority, as the case may be.

9.4 Appellate Authorities would consider the appeal and pass appropriate order which shall be communicated to the Agency as well to the Competent Authority.

10. Review of the Decision by the Competent Authority

Any petition/application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts/circumstances or subsequent development necessitating such review.

11. Circulation of the names of Agencies with whom Business Dealings have been banned.

11.1 Depending upon the gravity of misconduct established, the Competent Authority of RITES may circulate the names of Agency with whom business dealings have been banned, to the Ministry of Railways and PSUs of Railways, for such action as they deem appropriate.

11.2 If Ministry of Railways or a Public Sector Undertaking of Railways request for more information about the Agency with whom business dealings have been banned a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority/Appellate Authority may be supplied.

12. Restoration

12.1 The validity of the banning order shall be for a specific time & on expiry of the same, the banning order shall be considered as "withdrawn".

12.2 In case any agency applies for restoration of business prior to the expiry of the ban order, depending upon merits of each case, the Competent Authority which had passed the original banning orders may consider revocation of order of suspension of business/lifting the ban on business dealings at an appropriate time. Copies of the restoration orders shall be sent to all those offices where copies of Ban Orders had been sent.

13. Power of Superintendence

CMD, RITES shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these Guidelines

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Format 1: Contract Form

(Ref ITB-clause 13.2)

General Manager
Highway Design Sub Unit,
RITES Limited
4th Floor, Right Wing,
Shikhar, Plot No. 1, Sector 29
Gurugram, Haryana (INDIA) - 122001

Contract No..... dated.....

To

Contractor [Write Name]
Unique GeM Supplier ID:.....
[Complete address of the contractor]

Subject: _____

Reference:

- 1) This office' Letter of Award No..... dated
- 2) This office Tender Document No. Tend No./ xxxx; Tender Title: Other (Non-consultancy) Services, dated..... and subsequent Amendment No....., dated..... (If any). (Hereinafter referred to as 'the Tender Document')
- 3) Your Tender No..... dated..... and subsequent communication(s)/ Revised Offer No..... dated (If any), exchanged between you and this office in connection with this tender. (Hereinafter referred to as 'Your Offer')

Dear Sir/ Madam,

Your bid referred above, read with subsequent letters mentioned above, for the Services stipulated in the Schedules annexed herewith, have been accepted. Terms and conditions in this Contract and the documents listed in the clause below shall apply.

- 4) Terms and conditions in the documents mentioned under Reference no: 1, 2 and 3 above (including General and Special Conditions of Contract) shall also be part of this contract.

Note: The words, expressions, definitions, and abbreviations used in this Contract shall have the same meanings as are respectively assigned to them in the General Condition of Contract of 'the Tender Document'.

(Signature, name and address of [Procuring Entity]'s authorized, official)

For and on behalf of.....

Received and accepted this Contract

(Signature, name, and address of the contractor's executive duly authorized to sign on behalf of the contractor)

For and on behalf of

(Name and address of the contractor)

.....

(Seal of the contractor) Place:_____ Date:

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Format 1.1: Description of Services

General Manager
 Highway Design Sub Unit,
 RITES Limited
 4th Floor, Right Wing,
 Shikhar, Plot No. 1, Sector 29
 Gurugram, Haryana (INDIA) - 122001

Contract No _____; Date _____

Contractor's Name _____
 [Address and Contact Details]

[Give detailed descriptions of the Services to be provided, dates for delivery, place of performance, specific tasks to be approved Procuring Entity, etc. This Description of Services is based on Section VI: Schedule of Requirements in the Tender Document and incorporates changes agreed upon during evaluation. It must be noted that this Description of Services takes precedence over the Service Provider's bid, so any changes recommended or requested by the Service Provider do not alter the Services the Service Provider is required to perform unless agreed to during evaluation and incorporated into this Description of Services.]

In the event of any inconsistency between this Description of Services and the 'bid', the priority of interpretation shall be given to this Description of Services.

This format shall cover all details from Sections VI and VII; Forms 2; 3; 3.1; 3.2 of the bid.

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Format 1.1.1: Personnel Deployment Plan

General Manager
 Highway Design Sub Unit,
 RITES Limited
 4th Floor, Right Wing,
 Shikhar, Plot No. 1, Sector 29
 Gurugram, Haryana (INDIA) - 122001

Contract No _____; Date _____
 Contractor's Name _____
 [Address and Contact Details]

[List all Personnel and Subcontractors to be deployed in the delivery of the Services, with position, job description and minimum qualifications as per the Schedule of Requirements/ bid]

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Format 1.1.2: Equipment Deployment Plan : Not Applicable

General Manager
 Highway Design Sub Unit,
 RITES Limited
 4th Floor, Right Wing,
 Shikhar, Plot No. 1, Sector 29
 Gurugram, Haryana (INDIA) - 122001

Contract No _____; Date _____

Contractor's Name _____
 [Address and Contact Details]

[List all Equipment to be deployed in the delivery of the Services, as per the Schedule of Requirements/ bid]

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Format 1.1.3: Materials Deployment Plan

NOT APPLICABLE

241740/2024/HW DSGN

EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Format 1.2 Price Schedule

General Manager
Highway Design Sub Unit,
RITES Limited
4th Floor, Right Wing,
Shikhar, Plot No. 1, Sector 29
Gurugram, Haryana (INDIA) - 122001

Contract No _____; Date _____

Contractor's Name _____
[Address and Contact Details]

[Price Schedule as per BOQ submitted along with all Schedules]

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Format 1.3: Bank Guarantee Format for Performance Security
(Ref ITB-clause 13.2.4 and GCC-clause 5.8)

To

General Manager
Highway Design Sub Unit,
RITES Limited
4th Floor, Right Wing,
Shikhar, Plot No. 1, Sector 29
Gurugram, Haryana (INDIA) - 122001

Whereas..... (name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract no date..... to delivery (description of Services) (hereinafter called "the contract"). And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract 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 or the sum specified therein.

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

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

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....
.....
Name and designation of the officer

Seal, name & address of the Bank and address of Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for procurement of goods/ service.

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FORMAT 1.3-A : Proforma for Bank Guarantee For Earnest Money Deposit (EMD)
(Ref ITB-clause 9.4.1)

(On Non-Judicial Stamp Paper of Appropriate Value)

To

General Manager
Highway Design Sub Unit,
RITES Limited
4th Floor, Right Wing,
Shikhar, Plot No. 1, Sector 29
Gurugram, Haryana (INDIA) - 122001

- 1) WHEREAS RITES Limited (which expression shall unless repugnant to the subject or context include its successors and assigns) has invited bids by way of E-tender Number- dated (hereinafter called 'the Tender') for (description of the tender work);
- 2) AND WHEREAS (name of the bidder) (hereinafter called 'the Bidder') has submitted a bid for the Tender to the Employer.
- 3) AND WHEREAS a Bank Guarantee for Rs..... (Rupees only) (Amount of EMD) in favour of RITES Limited (hereinafter called the "Beneficiary") valid till (the date of validity of this Guarantee from the date of the submission of Tender's offer) is required to be submitted by the Bidder as EMD along with the Tender.
- 4) We (Name of the bank) having our office at (Address of the bank) (hereinafter called 'the Bank') hereby give this Bank Guarantee and hereby agree unequivocally and unconditionally to pay to RITES Limited. immediately on demand and without demur to the extent of the said sum of Rs. (Rupees only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents on default of any of the conditions of the Tender as follows:
 - i. if the Bidder after bid opening, but before expiry of bid validity or issue of Letter of Acceptance, whichever is earlier,
 1. withdraws his tender; or
 2. makes any modification in the terms and conditions of the tender which are not acceptable to the Employer
 3. impairs or derogates from the tender in any respect within the period of validity of the tender
 4. If the bidder does not accept the correction of his price during evaluation.
 - ii. in case any information/document which may result in the Bidder's disqualification is concealed by the Bidder or any statement/information/document furnished by the Bidder or issued by a Bank/Agency/Third Party and submitted by the Bidder, is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party.
 - iii. in the case of a successful Bidder, if the Bidder fails to furnish the Performance Guarantee within the period specified under Clause 5.8 of GCC.

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

- 5) We undertake to pay to the Beneficiary up to the above amount upon receipt of its first written demand, without the Beneficiary having to substantiate its demand, provided that in its demand the Beneficiary will note that the amount claimed by it is due to its owing to the occurrence of one or more of the conditions mentioned above, specifying the occurred condition or conditions.
- 6) This guarantee will remain in force up to and any demand in respect thereof should reach the Bank not later than the above date.
- 7) Notwithstanding anything contained herein:
- I. Our liability under this Bank Guarantee shall not exceed Rs. (Rupees only)
 - II. This Bank Guarantee shall be valid up to [Insert the date i.e. 45 days after the period of bid validity]
 - III. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before failing which our liability under the guarantee will automatically cease.

Seal:

(Authorised Signatory of the Bank)

Date:

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Format 1.4: No Claim Certificate

(Refer GCC-Clause 11.6.6)

(On company Letterhead)

Contractor's Name _____
[Address and Contact Details]

Contractor's Reference No. _____ Date.....

To

General Manager
Highway Design Sub Unit,
RITES Limited
4th Floor, Right Wing,
Shikhar, Plot No. 1, Sector 29
Gurugram, Haryana (INDIA) - 122001

No Claim Certificate

Sub: Contract Agreement no. ----- dated -----for the supply of -----

We have received the sum of Rs. (Rupees _____ only) as final settlement due to us for the Services of under the abovementioned contract agreement.

We have received all the amounts payable to us with this payment and have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us.

We, hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against the Procuring Entity, under contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance.

Yours faithfully,

Signatures of contractor or
officer authorised to sign the contract documents.
on behalf of the contractor
(company Seal)

Date:

Place:

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Format 1.5: Certification by Prospective Arbitrators

[DELETED]

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EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

Format 2: Authorization for Attending Pre-bid Conference

NOT APPLICABLE

241740/2024/HW DSGN

EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam

FINANCIAL BID

(Reference Sec on ITB clause 9.2.2)

1) The Price Schedule for the Services required under the Project is uploaded in the CPPP Portal. The Screenshot of the Price Schedule is placed below.

<div style="display: flex; justify-content: space-between; align-items: center;"> Validate Print Help Item Rate BoQ </div>						
Tender Inviting Authority: General Manager / Highway Design Sub Unit						
Name of Services: "EIA/EMP and SIA Studies including Project Clearances for DPR for Construction of (i) Elephant Underpasses across Elephant Corridors on Rani – Kainadhora Road (5 km) and (ii) Elevated Road across Deepor Beel connecting Swahid Smarak & Rani- Kainadhora Road (1.3 km) in Guwahati in the State of Assam."						
Contract No: RITES/HW/PWRD Assam/EC/RT300-00084/EIA/2024						
Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	EIA/EMP and SIA Studies including Project Clearances as mentioned in Section VI and Section VII of tender document.	1	LS			
Total in Figures						
Quoted Rate in Words						