



**National Highways & Infrastructure Development Corporation Ltd.
(Ministry of Road Transport & Highways)
Government of India**

**Consultancy Services for Preparation of Detailed Project
Report for Construction of 2-Lane Bridge for Connectivity of
Chatham Island and Bambooflat in the Union Territory region
of Andaman Nicobar Islands**

REQUEST FOR PROPOSALS

August, 2016

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

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National Highways & Infrastructure Development Corporation Ltd.
(Ministry of Road Transport & Highways)
Government of India

NOTICE INVITING TENDER (NIT)

NHIDCL has been assigned the work by the Ministry of Road Transport & Highways, Govt. of India for **Consultancy Services for Preparation of Detailed Project Report for Construction of 2-Lane Bridge for Connectivity of Chatham Island and Bambooflat in the Union Territory region of Andaman Nicobar Islands**

2. Proposals are hereby invited from eligible Consultants for carrying out Feasibility Study, Preparation of Detailed Project Report and providing pre-construction services in respect of project detailed in Annexure – I (hereinafter called as '**Assignment**'). The Letter of Invitation (LOI) and Terms of Reference (TOR) including Request for Proposal (RFP) is available online on e-tender portal of NIC i.e. <http://infracon.nic.in> and <https://eprocure.gov.in>. The details can also be viewed on NHIDCL website www.nhidcl.com. Any corrigendum/Clarification will be available on the e-procurement website <http://eprocure.gov.in> and NHIDCL website www.nhidcl.com. There may not be separate advertisement.

3. The document can also be downloaded from NHIDCL website <https://www.nhidcl.com>. The cost of the bid document in the form of a non- refundable document fee of Rs. 5,000 (Rupees Five Thousand only) in the form of Demand Draft favoring '**National Highways & Infrastructure Development Corporation Ltd.**' and payable at New Delhi must be furnished in a separate envelop while submitting the proposal. Bid must be submitted online at e-tender portal after creating Team ID at <http://infracon.nic.in> and <https://eprocure.gov.in> on or before as per schedule given hereunder.

4. The following schedule is to be followed for this assignment:

Bid Document Publishing Date	:	29.08.2016 (1000 hrs)
Bid Document Download / Start Date	:	29.08.2016 (1000 hrs)
Clarification Start Date	:	29.08.2016 (1000 hrs)
Clarification End Date	:	09.09.2016 (1700 hrs)
Pre bid meeting	:	15.09.2016 (1400 hrs)
Bid Submission Start Date	:	29.08.2016 (0900 hrs)
Bid submission End Date	:	17.10.2016 (1500 hrs)
Opening Date of Technical Bid	:	17.10.2016 (1530 hrs)

Opening Date of Financial Bid	:	To be intimated after final evaluation of Technical bids
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Yours sincerely,

(Sandeep Kumar)
General Manager (Technical-I)
National Highway & Infrastructure
Development Corporation Ltd.
PTI Building, 3rd Floor,
4, Parliament Street,
New Delhi-110001
Ph. 011-23711101
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Letter of Invitation (LOI)

No. NHIDCL/Chatham-Bamboo Flat/DPR/2016

Dated:

Dear Sir,

Sub: Consultancy Services for Preparation of Detailed Project Report for Construction of 2-Lane Bridge for Connectivity of Chatham Island and Bambooflat in the Union Territory region of Andaman Nicobar Islands

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1. Introduction

- 1.1 The National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) has been entrusted with the **Preparation of Detailed Project Report for Construction of 2-Lane Bridge for Connectivity of Chatham Island and Bambooflat in the Union Territory region of Andaman Nicobar Islands**. NHIDCL (hereinafter called as the Client) now invites proposals from Technical Consultants for carrying out Feasibility Study, Preparation of Detailed Project Report and providing pre-construction services in respect of project detailed in Annexure - I for proper structuring and implementation on EPC/PPP mode until declaration of Appointed Date of project.
- 1.2 A brief description of the assignment with its objectives is given in the Appendix-I, *"Terms of Reference"*.
- 1.3 The NHIDCL invites proposals *through e-tender* (on-line bid submission) and by using the INFRACON* portal.

*In order to make the evaluation process more objective, user friendly and transparent, NHIDCL has developed INFRACON portal (www.infracon.nic.in) which is a comprehensive National Portal for Infrastructure Consultancy firms & Key Personnel. The Portal has facility to host Consulting firms' & Personnel Credentials online with linkage to Aadhar & Digilocker for data storage, validation & purity. The Information available on the portal would also be made available in Public Domain.

Based on the above stated objective, it has been decided that while calling RFPs for preparation of DPR, NHIDCL would receive technical proposals through INFRACON portal by making it mandatory for firms & personnel to register on the portal. This would lead to reduction in paper work during bid submission & evaluation and shall bring transparency & accountability to the submission process. The applicants (hereinafter called as the Consultants) are hereby invited to submit proposals in the manner prescribed in the RFP.

The Consultants can submit the proposal either in sole capacity or in JV or with associates. The number of JV partners / associates should not exceed three firms apart from the lead firm.

- 1.4 For avoidance of doubt it is clarified that Consultant while submitting the proposal in JV capacity or with Associates has liberty to choose JV Partners or Associates however, in any case the number of JV Partners / Associates should not exceed three nos.

excluding the lead firm (For example Consultant can have composition of firm such as a lead partner + (X) JV Partner + (Y) Associates. However in any case sum of X & Y should not exceed three. .

- 1.5 To obtain first hand information on the assignment and on the local conditions, the Consultants are encouraged to pay a visit to the client and the project site before submitting the proposal and attend a pre-proposal (bid) conference. They must fully inform themselves of local and site conditions and take them into account while preparing the proposal.
- 1.6 Financial Proposals will be opened only for the firms found to be eligible and scoring qualifying marks in accordance with Para 5 hereof.
- 1.7 Please note that (i) costs of preparing the proposal and of negotiating the contract, including visits to the Client, etc., are not reimbursable as a direct cost of the assignment; and (ii) Client is not bound to accept any of the proposals submitted and reserve the right to reject any or all proposals without assigning any reasons.
- 1.8 The proposals must be properly signed as detailed below:
 - 1.8.1
 - i. *by the proprietor in case of a proprietary firm*
 - ii. *by the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly notarized shall accompany the Proposal).*
 - iii. *by a duly authorized person holding the Power of Attorney in case of a Limited Company or a Corporation (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly notarized shall accompany the proposal).*
 - iv. *by the authorized representative of lead member in case of Joint Venture.*
 - v. *The Power of Attorney shall be proposal specific. General Power of Attorney shall not be accepted and such proposals shall be termed non-responsive.*
 - 1.8.2 In case a Joint Venture/ Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100, signed by all firms to the joint venture confirming the following therein:
 - i. *Date and place of signing;*
 - ii. *Purpose of Joint Venture/Association (must include the details of contract works for which the joint venture has been invited to bid)*
 - iii. *A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment. Name of Lead Firm and other partner of JV should be clearly defined in the MOU.*
 - iv. *Delineation of duties/ responsibilities and scope of work to be undertaken by each firm along with resources committed by each partner of the JV/Association for the proposed services;*
 - v. *An undertaking that the JV firms are jointly and severally liable to the Employer for the performance of the services;;*

vi. *The authorized representative of the joint venture/Association*

The Association firm shall give a Letter of Association, MOU as in i) to vi above except v, letter of Authorization, copies of GPA/SPA for the person signing the documents and a certificate of incorporation.

- 1.8.3 In case of Joint Venture, one of the firms which preferably have relatively higher experience will act as the lead firm representing the Joint Venture. The duties, responsibilities and powers of such lead firm shall be specifically included in the MOU /agreement. It is expected that the lead partner would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Joint Venture. Payment to be made to the JV can also be made to the account of the JV. For a JV to be eligible for bidding, the experience of lead partner and other partner should be as indicated in data sheet.
- 1.8.4 A firm can bid for a project either as a sole Consultant or in the form of joint venture with other Consultant or in association with any other Consultant. However, alternative proposals i.e. one as sole or in JV with other Consultant and another in association / JV with any other Consultant for the same package will be summarily rejected. In such cases, all the involved proposals shall be rejected.
- 1.9 Pre-proposal conference shall be held on the date, time and venue given in Data Sheet.
- 1.10 **Bid Security**
 - 1.10.1 The applicant shall furnish as part of its proposal, a Bid Security of Rs 2,00,000 (Rupees two lakhs only) in the form of Demand Draft in favour of "National Highways and Infrastructure Development Corporation Ltd. payable at New Delhi(the "**Bid Security**") .
 - 1.10.2 This Bid Security is returnable not later than 30 (thirty) days from the date of Opening of the financial proposals except in case of the two highest ranked Applicants. Bid Security of the selected Consultant and the second ranked Consultant shall be returned upon the selected Consultant signing the Agreement.
 - 1.10.3 Any Bid not accompanied by the Bid Security of the required value and minimum required validity shall be rejected by the Client as non responsive.
 - 1.10.4 The NHIDCL shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
 - 1.10.5 The Consultant by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledge that without prejudice to the NHIDCL's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by NHIDCL as the mutually agreed pre-estimated compensation and damage payable to NHIDCL for, *inter alia* the time, cost and effort of the NHIDCL in regard to RFP including the consideration and evaluation of the Proposal under the following conditions:
 - (a) If a Consultant withdraws its proposal during the period of its validity as specified in this RFP and as extended by the Client from time to time;
 - (b) In the case of the selected Consultant, if the Consultant fails to reconfirm its commitments during negotiations as required vide Para 6;

- (c) In the case of a selected Consultant, if the Consultant fails to sign the Agreement.

2 Documents

- 2.1 To enable you to prepare a proposal, please find and use the attached Documents listed in the Data Sheet. Consultants requiring a clarification of the Documents must notify the Client, in writing, by 09.09.2016. Any request for clarification in writing or by /e-mail must be sent to the Client's address indicated in the Data Sheet. The Client will upload replies to pre-bid queries on its website i.e. <http://eprocure.gov.in>.
- 2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the Documents by amendment or corrigendum. The amendment will be uploaded on <http://eprocure.gov.in>.
The Client may at its discretion extend the deadline for the submission of proposals and the same shall also be uploaded on <http://eprocure.gov.in>.

3. Preparation of Proposal

The proposal must be prepared in three parts viz.

Part 1: Proof of eligibility

Part 2: Technical Proposal

Part 3: Financial Proposal

- 3.1 Document in support of proof of eligibility
- 3.1.1 The minimum essential requirement in respect of eligibility has been indicated in the Data Sheet. The proposal found deficient in respect of any of these requirements will not be considered for further evaluation. The following documents must be furnished in support of proof of eligibility as per Formats given in Appendix-II:
- (i) **Forwarding letter for Proof of Eligibility in the Form-E1.**
 - (ii) **Firm's relevant experience and performance for the last 7 years:** As derived through INFRACON in support of experience as specified in Data Sheet. The uploaded experience certificates should indicate clearly the firms' Design/DPR/Supervision experience in structures like bridges, Viaducts, tunnels etc. as per the stipulated eligibility requirements. Also the scope of services rendered by the firm should be clearly indicated in the certificate obtained from the client. The information given in INFRACON shall also be considered as part of Technical Proposal and shall be evaluated accordingly. The Consultants are therefore advised to see the evaluation criteria carefully for Technical Proposal and select the Projects based on their experience.
 - (iii) **Firm's turnover for the last 5 years:** The information in this regard shall be obtained through INFRACON in regard to the turnover of the applicant firm(s) for the last five years beginning with the last financial year

- (iv) **Document fee:** The fee for the document amounting to Rs.5,000 (Rupees Five Thousand only) in the form of Demand Draft favoring "National Highways & Infrastructure Development Corporation Ltd. " payable at New Delhi must be furnished in a separate envelope while submitting the proposal.
- (v) **Bid Security:** Demand Draft in support of bid security for an amount specified in Data Sheet made before the last date for submission of proposals.
- (vi) Power of Attorney on a stamp paper of Rs.100 and duly notarized authorizing to submit the proposal.
- (vii) In case of a Joint Venture/Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100, signed by all firms to the joint venture/Association as detailed at para 1.8.2 above.

3.1.2 The minimum essential requirement in respect of eligibility has been indicated in the data sheet, the proposal found deficient in respect of these requirements will not be considered for further evaluation.

3.2 Technical Proposal

3.2.1 The Consultants are expected to examine all terms and instructions included in the Documents. Failure to provide the requested information will be at their own risk and may result in rejection of their proposal.

3.2.2 During preparation of the technical proposal, Consultants must give particular attention to the following:

*Total assignment period is as indicated in the enclosed TOR. A **manning schedule in respect of requirement of key personnel is also furnished in the TOR which shall be the basis of the Financial Proposal.** The Consultant shall make their own assessment of support personnel both technical and administrative to undertake the assignment. Additional support and administrative staff need to be provided for timely completion of the project within the total estimated cost. **It is emphasized that the time period for the assignment indicated in the TOR should be strictly adhered to.***

3.2.3 The technical proposal shall be submitted strictly in the Formats given in Appendix-III and shall comprise of following documents:

- i) Forwarding letter for Technical proposal duly signed by the authorized person on behalf of the bidder, as in Form E-1 & T-1.
- ii) Deleted
- iii) Firm's references - Relevant Services carried out in the last seven years to be submitted through INFRACON.
- iv) Site Appreciation: limited to four A4 size pages in 1.5 space and 12 font including photographs, if any (Form-T-4).
- v) Deleted
- vi) The composition of the proposed Team to be submitted through INFRACON.

- vii) Deleted
- viii) *The proposal should clearly identify and mention the details of Material Testing LAB FACILITIES to be used by the Consultants for the project (Form-T-8). In this connection, the proposals of the Consultants to use in-house LAB FACILITIES up to a distance of maximum 400 km. from the project site being feasible would be accepted. For all other cases, suitable nearby material Testing Laboratory shall be proposed before Contract Agreement is executed.*
- ix) *The proposal shall indicate as to whether the firm is having the facilities for carrying out the following field activities or these are proposed to be outsourced to specialized agencies in the Form- T-9.*
 - a) Topographic Survey
 - b) Pavement Investigation
 - c) Geo-technical Investigation

In case the Consultant envisages to outsource any or all of the above services to the expert agencies, the details of the same indicating the arrangement made with the agencies need to be furnished. These agencies would however, be subject to approval of the client to ensure quality input by such agencies during technical negotiation before award of the work. For out-sourced services, proposed firms/Consultants should have such experience on similar projects
- x) Details of office equipment and software owned by the firm in Form-T10
- xi) CVs of Key Personnel to be submitted through INFRACON.

3.2.4 CVs of Key Personnel:

- (i) *The CVs of the Key Personnel would have to be submitted through INFRACON. It may please be ensured that information is correct. If at any stage information is found incorrect action including termination and debarment of the personnel and the Firm from future NHIDCL/ Ministry projects upto 3 years may be taken by NHIDCL. Such submissions would also make the concerned key personnel liable for criminal action, as deemed fit.*
- (ii) *No alternative to key personnel may be proposed. The minimum requirements of Qualification and Experience of all key personnel are listed in Enclosure-II of TOR. CV of a person who does not meet the minimum experience requirement as given at enclosure-II of TOR shall be evaluated and the marks obtained shall be taken into consideration during evaluation of Technical Proposal (except Team leader). However if a firm with such key personnel is declared the "most preferred bidder" for a particular package, such key personnel should be replaced at the time of Contract Negotiations with a person meeting requirements of Qualification and Experience as given at enclosure-II of TOR and whose CV secures 75 % marks and above. If a proposed key personnel does not possess the minimum (essential) educational qualification as given at enclosure-II of TOR, Zero marks shall be assigned to such CV and such CV shall not be evaluated further. **The CV of the proposed Team Leader should score at least 75 % marks otherwise the entire proposal shall be considered to have failed in the evaluation of Technical Proposals** and shall not be considered for opening of Financial Proposals.*

- (iii) *Team Leader cum Sr. Bridge Engineer, Material cum Geotechnical Expert, Environment Specialist, Traffic cum Safety Expert and Quantity Surveyor should be available from beginning of the project. The remaining 3 key personnel viz. Bridge Design Engineer, Revenue/Survey Expert and Pavement Design Expert shall be deployed as per the site/office requirement. **If same CV is submitted by two or more firms, zero marks shall be given for such CV for all the firms.** The availability of key personnel must be ensured for the duration of the project as per proposed work programme.*
- (iv) *The age limit for key personnel is 70years for Central Team and 60 years for Sub-Team as on the date of bid submission.*
- (v) *Age limit for supporting staff to be deployed on project is 65 years as on the date of bid submission.*
- (vi) *An undertaking from the Consultant and all the Key Personnel must be furnished in the Form T-11 that the Key Personnel will be available for entire duration of the project assignment and will not engage himself/herself in any other assignment during the currency of his/her assignment on the project. After the award of work, in case of non availability of key personnel in spite of his/her declaration, he/she shall be debarred for a period of three years for all projects of NHIDCL and MORTH*
- (vii) *A good working knowledge of English Language is essential for key professional staff on this assignment.*
- (viii) *Deleted*
- (ix) *Availability of few key personnel engaged for preparation of Detailed Project Report for the envisaged project may be ensured during first 3 to 4 months after start of the civil work at site during the period of survey and review of DPR by the Supervision Consultant/Authority Engineer. For this purpose, payment shall be made as per actual site deployment of the key personnel at the man month rates quoted by the firm in their financial proposal.*
- (x) *It may please be noted that in case the requirement of the 'Experience' of the firm/consortium as mentioned in the "Proof of Eligibility" is met by any foreign company, their real involvement for the intended project shall be mandatory. This can be achieved either by including certain man-months input of key experts belonging to the parent foreign company, or by submitting at least the draft feasibility report and draft DPR duly reviewed by the parent firm (WITHOUT EXTRA COST TO NHIDCL) and their paying visit to the site and interacting with NHIDCL. In case of key personnel proposed by the foreign company, they should be on its pay roll for at least last six months (from the date of submission).*
- (xi) *In case a firm is proposing key personnel from educational/research institutions, a '**No Objection Certificate**' from the concerned institution should be enclosed.*
- (xii) *Deleted*

3.2.5 The technical proposal must not include any financial information.

3.3 Financial Proposal

3.3.1 The Financial proposal should include the costs associated with the assignment. These shall normally cover: remuneration for staff (foreign and local, in the field, office etc), accommodation, transportation, equipment, printing of documents, surveys, geotechnical investigations etc. This cost should be broken down into foreign and local costs. The financial proposal should be prepared strictly using, the formats attached in **Appendix -IV**

- 3.3.2 The financial proposal should clearly indicate the consulting fee without any assumptions of conditions attached to such fee. Conditional offer or the proposal not furnished in the format attached in *Appendix-IV* shall be considered non-responsive and is liable to be rejected. The financial proposal shall take into account all types of the tax liabilities and cost of insurance specified in the Data Sheet
- 3.3.3 **Costs shall be expressed in Indian Rupees in case of domestic Consultant and in Indian Rupees and US Dollars in case of foreign Consultant.** The payments shall be made in Indian Rupees by the National Highways & Infrastructure Development Corporation Ltd. and the Consultant themselves would be required to obtain foreign currency to the extent quoted and accepted by NHIDCL. The Rate for foreign exchange for payment shall be the rate established by RBI applicable at the time of making each payment installment on items involving actual transaction in foreign currency. No compensation due to fluctuation of currency exchange rate shall be paid.
- 3.3.4 Consultants are required to charge only rental of equipments/ software(s) usage so as to economize in their financial bid.

4 Submission of Proposals

- 4.1 *The Applicants shall submit the Proof of Eligibility and Technical Proposal through INFRACON and shall apply for a particular package with one team. **Financial proposal for each package is to be submitted separately. Financial proposal are only to be submitted online and no hard copy of the financial proposal should be submitted.***
- 4.2 The bidder is required to submit following documents in original at the time of submission of their bid.
- (a) Copy of Acknowledgement for
 - (i) Tender Submission and Bid Security
 - (ii) Bid Document Fee
 - (iii) Tender Processing Fee
 - (b) Written proposal specific Power of Attorney of the signatory (whose digital signature certificate is used during e-tender submission) of the bidder to commit the bid
 - (c) Affidavit duly notarized (as per the Annexure III)
 - (d) Power of Attorney shall be on a stamp paper of Rs. 100 and duly notarized authorizing to submit the proposal.
 - (e) In case of a Joint Venture / Association of Firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MoU) on a stamp paper of Rs. 100, signed by all firms to the Joint Venture / Association as detailed at para 1.8.2 above.

Envelope containing above mentioned documents shall be submitted to NHIDCL on or before the deadline for submission of bids. The envelope must be clearly marked:

Consultancy Package No.: NHIDCL/Chatham-Bamboo Flat/DPR/2016

Project Name: As per Annexure - I

Do not open, except in presence of the evaluation committee

- 4.2.1 Envelope containing originals will contain two separate envelopes. **The first envelope containing a demand draft of Rs. 5,000/- (cost of bid document). Second envelope containing Bid Security of Rs. 2, 00,000/- with validity as mentioned in the bid document. Only one Bid Security and one DD of Rs 5000/- (as cost of Document) may be submitted by a Consultant applying with a particular team**
- .
- 4.2.2 Deleted
- 4.3 The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.
- 4.4 Deleted
- 4.5 The proposal must be valid for the number of days stated in the Data Sheet from the closing date of submission of proposal.

5 Proposal Evaluation

- 5.1 The proposals would be evaluated by a Committee constituted by Managing Director, NHIDCL. A three-stage procedure will be adopted in evaluating the proposal. In the first stage- Proof of Eligibility, it will be examined as to whether:
- a) The proposal is accompanied by Bid Document fee;
 - b) The proposal is accompanied by Bid Security of required value and of validity equal or more than the minimum required validity;
 - c) The consultant has required experience;
 - d) The Consultant has required turnover;
 - e) The documents are properly signed by the authorized signatories and whether the proposal contains proper POA as mentioned at para 1.8.1 above;
 - f) The proposal is received on or before the dead line of submission;
 - g) In case of a Joint Venture/ Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100, signed by all firms to the joint venture/Association as detailed at para 1.8.2 above.

In case answers to any of the above items is 'No' the bid shall be declared as non-responsive and shall not be evaluated further.

A Consultant satisfying the minimum Eligibility Criteria as mentioned in the Data sheet and who had submitted the above mentioned documents shall be declared "Passed" in Proof of Eligibility and the Technical Proposals of only those Consultants shall be evaluated further.

- 5.2 In the second stage, the Technical proposal shall be evaluated as per the detailed evaluation criteria given in Data Sheet.

A proposal securing 75 points shall be declared "passed" in the evaluation of Technical Proposal. **The technical proposal should score at least 75 points out of 100 to be considered for financial evaluation. The CV of the proposed Team Leader should score at least 75 % marks otherwise the entire proposal shall be considered to have failed in the evaluation of Technical Proposals** and shall not be considered for opening of Financial Proposals.

5.3 Evaluation of Financial Proposal

- 5.3.1 In case for a particular package, if only one firm is eligible for opening of Financial Proposals, the Financial Proposal shall not be opened, the bids for that package shall be cancelled and NHIDCL shall invite fresh bids for this package.

- 5.3.2 For financial evaluation, total cost of financial proposal excluding Service Tax shall be considered. Service Tax shall be payable extra as applicable from time to time.

- 5.3.3 The evaluation committee will determine whether the financial proposals are complete(i.e. whether they have included cost of all items of the corresponding proposals ; if not, then their cost will be considered as NIL but the Consultant would however be required to carry out such obligations without any compensation. In case, the client feels that the work cannot be carried out within overall cost of financial proposal, the proposal can be rejected. The client shall correct any computational errors and correct prices in various currencies to the single currency specified in Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the applicable law & thus applied to foreign components/ resident Consultants.

5.3.4

5.3.4 Proposals declared as technically qualified shall be considered for opening of Financial Bids. Only bidder who have been declared technically qualified would be considered for determining the "most preferred bidder (H-1 bidder)" based QCBS (90 % weightage on technical proposal and 10 % weightage on Financial Proposal)

The most preferred bidder (H-1 bidder) for that particular package shall be determined using the procedure given as under:

(i) The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM / F$$

(ii) (SF = Financial Score, FM= Amount of lowest bid, F= Amount of financial proposal converted in the common currency)

(iii) Combined evaluation of Technical and Financial Proposals. Proposals will finally be ranked according to their combined technical (ST) and Financial (SF) scores using the weights indicated in the Data Sheet:

$S = ST \times T + SF \times f$ Where,

S= Combined Score, ST=Technical Score out of 100 SF= Financial Score out of 100

T and f are values of weightage for technical and financial proposals respectively as given in the Data Sheet.

(iv) For a particular package, a Consultant with a “particular Team” scoring the maximum combined score (S) shall be declared as the **most preferred bidder (H-1)**.

5.4 A firm can propose one /same team for more than one package/assignment but in case of being selected for one package they will not be considered subsequently for other package with the same team. Package shall be opened in the sequence of invitation of RFPs i.e. sequentially as per the Date of Invitation.

6 Negotiations

6.1 Prior to the expiration period of proposal validity, the Client will notify the most preferred Consultant/Bidder in writing by registered letter, e-mail, or facsimile and invite him to negotiate the Contract.

6.2 **Before the start of negotiations, the most preferred Consultant/Bidder (H-1) shall be asked to give justification for the cost quoted by them to the full satisfaction of NHIDCL.**

Each key personnel of the preferred Consultant shall be called for interview at the time of negotiation at the cost of Consultant before the award of work.

6.3 Negotiations normally take two to three days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of Negotiations.

6.4 Negotiations will commence with discussion on technical proposal, the proposed methodology (work plan), staffing and any suggestions made to improve the TOR, the staffing and bar charts, which will indicate activities, periods in the field and in the home office, staff months, logistics and reporting. The financial proposal is subject to rationalization. Special attention will be paid to optimize the required outputs from the Consultants within the available budget and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.5 Changes agreed upon will then be reflected in the financial proposal using proposed unit rates.

6.6 Having selected Consultants, among other things, on the basis of an evaluation of proposed key professional staff, the Client expects to negotiate, within the proposal validity period, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurances that the staff will be actually available. **The Client may ask to give a replacement for the key professional who has scored less than 75% marks by a person of at least 75% score. No reduction in remuneration would be made on account of above change.**

The Client will not consider substitutions during contract negotiations except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The client will not consider substitutions during contract negotiations/ contract implementation except under exceptional circumstances. For the reason other than death/ extreme medical ground, where replacement is proposed by the Consultant due to non availability of the originally proposed key personnel or in cases where replacement has become necessary as a key personnel proposed by the Consultant has been found to be unsuitable for the project by NHIDCL during contract negotiations / contract implementation , the following shall apply (i) for total replacement upto 33% of key personnel, remuneration shall be reduced by 5% (ii) for total replacement between 33% to 50%, remuneration shall be reduced by 10% (iii) for total replacement beyond 50% and 66% remuneration shall be reduced by 15% (iv) for total replacement beyond 66% of the total key personnel, the Client may initiate action for debarment of such Consultant for future projects of MORT&H/NHIDCL for a period of 6 months to 24 months.

If for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualification and experience.

- 6.7 The negotiations will be concluded with a review of the draft Contract Agreement attached at Appendix-V. The Client and the Consultants will finalize the contract to conclude negotiations.
- 6.8 If a Consultant fails to conclude the negotiations with NHIDCL or in case a Consultant withdraws without starting / completing the negotiations with NHIDCL, it shall attract penalty by encashment of Bid Security submitted by the Consultant

7 Performance Security

The Successful Consultant will furnish within 10 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee of 10% of the total contract value valid for a period of *three years* beyond the date of completion of services from any Scheduled Bank approved by RBI having a net worth of not less than 500 Crore as per latest Annual Report of the Bank. In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JVs. **The Performance Guarantee will be released by NHIDCL upon expiry of 3 years beyond the date of completion of services provided, rectification of errors if any, found during implementation of the contract for civil work and satisfactory report by NHIDCL in this regard is issued.** If a Consultant fails to submit the Performance Security (as specified above), it shall attract penalty of encashment of Bid Security submitted by the Consultant.

8. Penalty

The Consultant will indemnify for any direct loss or damage that may accrue due to deficiency in services in carrying out Feasibility Study, Detailed Project Report or providing pre-construction services. Penalty shall be imposed on the Consultants for poor performance/deficiency in service as expected from the Consultant and as stated in General Conditions of Contract.

9. Award of Contract

After successful Negotiations with the selected Consultant, the Client shall issue letter of award and ask the Consultant to provide Performance Security as in Para 7 above. If negotiations (as per para 6 above) fail or the selected Consultant fail to provide performance security within the prescribed time or the Consultant fail to sign the Contract Agreement within prescribed time the Client may invite the 2nd ranking bidder Consultant for Contract negotiations and follow the procedure outlined in Para 6, 9 and 10 of this Letter of Invitation.

10. Signing of Contract Agreement

After having received the performance security and verified it, the Client shall invite the selected bidder for signing of Contract Agreement on a date and time convenient to both parties within 15 days of receipt of valid Performance Security.

11. The Client shall keep the bidders informed during the entire bidding process and shall host the following information on its website:

- i) Notice Inviting Tender (NIT)
- ii) Request For Proposal (RFP)
- iii) Replies to pre-bid queries, if any
- iv) Amendments/corrigendum to RFP

12. Confirmation

We would appreciate you informing us by facsimile/e-mail .

Thanking you.

Yours sincerely,

(Sandeep Kumar)
General Manager (Technical)
National Highway & Infrastructure
Development Corporation Ltd.
PTI Building, 3rd Floor,
4, Parliament Street,
New Delhi-110001

Encl. as above

Annexure -I

S. No.	State/UT	Assignment
1	Andaman and Nicobar Islands	2-Lane Bridge for Connectivity of Chatham Island and Bambooflat in the Union Territory region of Andaman Nicobar Islands

Deleted

To,

Sandeep Kumar,
General Manager (Technical)
National Highway & Infrastructure Development Corporation Ltd.
PTI Building, 3rd Floor ,
4, Parliament Street,
New Delhi-110001

Sub: Consultancy Services for carrying out Feasibility Study, Preparation of Detailed Project Report and providing pre-construction services in respect of **2-Lane Bridge for Connectivity of Chatham Island and Bambooflat in the Union Territory region of Andaman Nicobar Islands**

Dear Sir,

Having examined the Bid Document, Instruction to Bidders, Qualification Information, Scope of works, etc. for the subject work, we, hereby submit our bid for the subject work.

It is certified that the information furnished in this document is true and correct. The proposal is unconditional and unqualified. We undersigned accept that NHIDCL reserves the right to reject any or all application without assigning any reason.

Thanking you,

Yours faithfully,

(Authorized Signatory) for
and on behalf of

M/s _____

DATA SHEET

(References to corresponding paragraphs of LOI are mentioned alongside)

1. **The Name of the Assignment and description of Project- Consultancy Services for Preparation of Detailed Project Report for Construction of 2-Lane Bridge for Connectivity of Chatham Island and Bambooflat in the Union Territory region of Andaman Nicobar Islands**
(The Name of project and Package No. should be indicated in the format given in the technical proposal)
2. **The name of the Client is :** Managing Director,
National Highways & Infrastructure Development Corporation Ltd.,
PTI Building, 3rd Floor,
4, Parliament Street,
New Delhi-110001
3. **Duration of the Project)** 180 days from date of commencement as mentioned in Enclosure - III followed by pre-construction services upto Appointed Date.
4. **Date, Time and Venue of Pre-Proposal Conference**
Date: 15.09.2016
Time: 14:00 hrs.

Venue: National Highways & Infrastructure Development Corporation Ltd.
(NHIDCL),
PTI Building, 3rd Floor,
4, Parliament Street,
New Delhi-110001
Ph. 011-23711101

(Ref. Para 1.9)
5. **The Documents are:**
 - i Appendix-I
 - ii. Appendix-II
 - iii. Appendix-III:
 - iv. Appendix-IV:
 - v. Appendix -V

Terms of Reference (TOR), Formats for Proof of Eligibility, Formats for Technical Proposal, Formats for Financial Proposal, Draft Contract Agreement.

(Ref. Para 2.1)

6. **Bid Security: Rs 2.0 (Two)Lakh** (Ref Para 1.10)
7. **Tax and Insurance** (Ref. Para 3.3.2)
- (i) The Consultants and their personnel shall pay all taxes (including service tax), custom duties, fees, levies and other impositions levied under the laws prevailing seven days before the last date of submission of the bids. The effects of any increase / decrease of any type of taxes levied by the Government shall be borne by the Client / Consultant, as appropriate.
- (ii) Limitations of the Consultant's Liability towards the Client shall be as per Clause 3.4 of Draft Contract Agreement
- (iii) The risk and coverage shall be as per Clause 3.5 of Draft Contract Agreement.
8. **The number of copies of the proposal required to be submitted: 1 no.** (ref. para 4.1)
9. The address of authorized representative in NHIDCL is

Mr. Sandeep Kumar
General Manager (Technical-I)
National Highway & Infrastructure Development Corporation Ltd.
PTI Building, 3rd Floor ,
4, Parliament Street,
New Delhi-110001
Ph. 011-23711101
Email: gmt1nhidcl@gmail.com

The envelopes must be clearly marked:

- i. ORIGINAL PROPOSAL;
 - ii. DOCUMENTS IN PROOF OF ELIGIBILITY & TECHNICAL PROPOSAL as Appropriate; and,
 - iii. DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE on the outer envelope.
 - iv. Consultancy Package No. :-----
 - v. Project Name :-----
 - vi. Name and Address of Consultant
10. The date, time and Address of proposal submission are:

Last Date 17.10.2016

Time: 15:00 hrs

Address
Mr. Sandeep Kumar
General Manager (Technical-I)
National Highway & Infrastructure Development Corporation Ltd.
PTI Building, 3rd Floor, 4, Parliament Street, New Delhi-110001
Ph. 011-23711101
Email: gmt1nhidcl@gmail.com

(Ref. Para 4.4)

11. **Proposal Validity period (Number of days): 120 days** (Ref. Para 4.5)
12. Evaluation criteria: (Ref. Para 3 & 5)
- 12.1 First stage evaluation – eligibility requirement. (Ref. Para 3.1 & 5.1)
- Table-1: Minimum Eligibility Requirements**

S.No		
	Minimum experience and performance of preparation of DPR of Bridges in the last 7 years (NH/SH/Equivalent) (for past performance attach undertaking for any litigation history/ and arbitration).	Annual average turnover
	A Firm applying should have experience of preparation of Detailed Project Report of two/four/six lane/Feasibility of Two/ four/ six lane major bridge projects of aggregate length equal to the indicative length of the bridge under the assignment i.e. 800 metre Firm should have also prepared DPR for at least one major bridge project of 2/4/6laning of minimum 40% of the indicative length of the bridge i.e. 320 m or Feasibility Study of two/four/six laning of minimum 60% of the indicative length of the bridge i.e. 320 m	Annual average turnover for last 3 years of the firm should be equal to or more than Rs. 5.00 Crore

Note: The experience of a firm in preparation of DPR for a private concessionaire/contractor shall not be considered

- The sole applicant shall fulfill all the requirements given in Table-1.
- In case of JV, the Lead Partner should fulfil at least 75% of all eligibility requirements and the other partner shall fulfil at least 50% of all eligibility requirements.
- If the applicant firm has / have prepared the DPR/FS projects solely on its own, 100%weightage shall be given. If the applicant firm have prepared the DPR/FS projects as a lead partner in a JV, 75% weightage shall be given. If the applicant firm have prepared the DPR projects as the other partner (not lead partner) in a JV 50% weightage shall be given. If the applicant firm have prepared the DPR/FS projects as an associate, 25% weightage shall be given.

12.2 Second stage technical evaluation (Refer 5.2)

Table-2: Evaluation Criteria for Technical Proposal

S. No.	Description	Points	Break up detail

1.	Firms Relevant Experience in last 7 years	20	s in Para1 2.2.1 (ii)
2.	Material testing, survey and investigation equipment and software proposed to be used.	5	
3.	Qualifications and Relevant Experiences of the Proposed Key Personnel	75	
	Total	100	

The weightage points given to evaluation sub-criteria for qualifications and competence of key staff are as under:

Table-3: Weightage Points for Key Professionals

Description	Weight (%)	Break up details in Para12.2.2
General Qualification	25	
Relevant Experience and Adequacy for the Project	70	
Employment with the Firm	5	
Total	100	

12.2.1 The number of points to be given under each of the evaluation criteria are:

(i)	Firms relevant experience in last 7 years (2008-09 onwards)	20 points	Points
	(a) Specific experience of the DPR consultancy related to the Assignment for eligibility	12	
	(a)(i) Aggregate Length of DPR / Feasibility study of major bridge projects	6	
	Indicative Length of the bridge applied for	4	
	2 times Indicative Length of a package applied for	5	
	3times or more Indicative Length of a package applied for	6	
	(a)(ii) DPR for 2/4/6 laned Major Bridge projects each equal to or more than 40 % of indicative length of the bridge applied for (or Feasibility Study for 2/4/6 laned major bridge projects each equal to or more than 60 % of indicative length of the bridge applied for)	6	
	1 project	4	
	2 projects	5	
	3 projects	6	
	b) DPR of Bridge having length more than 200 m	4	

One bridge	1
Two bridges	2
Three bridges	3
Four bridges	4

c) Specific experience of firms in terms of turnover	4
Firm's Average Turnover of last 5 years ≥ 10 crore	4
Firm Average Turnover of last 5 years ≥ 5 crore but < 10 crore	3
Firm Average Turnover of last 5 years < 5 crore	0
.....	
	Total 20

Note:1. In case Feasibility Study is part of DPR services, the experience shall be counted in DPR only.

- (ii) Material testing, Survey and investigation equipment and software proposed to be used (Outsourcing of Services/equipment shall be through Empanelled

Consultants with MORTH wherever applicable) 5

a) Availability of in-house material testing facility	1
Available	1
Not available/outsourced	0.5
b) Field investigation facilities	2
Available	2
Not available/outsourced	1
c) Office Equipment and software	2
Available	2
Not available/outsourced	1

Total 5

- (iv) Qualification and competence of the key staff for adequacy of the Assignment =75 points

The weight-age for Central Team and Sub Team along with Key Personnel are as under:

S. No.	Key Personnel	% Weightage
Central Team[Weightage, W: (100-w)%] [w=weightage assigned to all the sub teams in total]		
1	<i>Team Leader cum Sr. Bridge Engineer</i>	20
2	<i>Material cum Geotechnical Expert</i>	15
3	Environment Specialist	10
4	Traffic cum Safety Expert	10
5	<i>Quantity Surveyor</i>	10
6	Revenue / Survey Expert	10
7	Bridge Design Engineer	15
8	<i>Pavement Design Expert</i>	5

9	Contract Specialist	5
	Total	100
Sub Team [Weightage, w = (10*N)%] (N= number of sub teams under the assignment = 0		
9	Deleted	-
10	Deleted	-
11	Deleted	-
	Total	-

(v) The technical proposal should score at least 75 points out of 100 to be considered for financial evaluation.

(A) The number of points assigned during the evaluation of qualification and competence of key staff except **Revenue/Survey Expert & Contract Specialist** are as given below:

S No.	Description			Break up of points (in %)	Max points (in %)
1	General Qualification				25
	(i)	Essential Educational Qualification		20	
	(ii)	Desirable Educational Qualification		5	
2	Relevant Experience and Adequacy for the Project				70
	(i)	Total Professional experience		15 (max)	
	(ii)	Experience in Highways Projects(Bridge Projects for Bridge Design Engineer)		25 (max)	
	(iii)	Experience in Similar Capacity		30 (max)	
3	Employment				5

	with the Firm				
	Less than 1 year			0	
	1 year to 2 years			3	
	>2 years			5	
Total					100

(B) The number of points assigned during the evaluation of qualification and competence of **Revenue / Survey Expert** is given below:

S No.	Description		Break up of points (in %)	Max points (in %)
1	General Qualification			25
	(i)	Essential Educational Qualification	20	
	(ii)	Desirable Educational Qualification	5	
2		Relevant Experience and Adequacy for the Project		70
	(i)	Total Professional experience	15 (max)	
	(ii)	Experience in Revenue matters	15	
	(ii)	Experience in Similar	40 (max)	

		Capacity		
3	Employment with the Firm			5
	Less than 1 year		0	
	1 year to 2 years		3	
	>2 years		5	
Total				100

(C) The number of points assigned during the evaluation of qualification and competence of **Contract Specialist** is given below:

S No		Description	Break up of points (in %)	Max points (in %)
1		General Qualification		25
	(i)	Essential Educational Qualification	20	
	(ii)	Desirable Educational Qualification	5	
2		Relevant Experience and Adequacy for the Project		70
	(i)	Total Professional experience	15 (max)	
	(ii)	Experience in Highways/Bridge Projects	20 (max)	
	(iii)	Experience in Similar Capacity	20	

			(max)	
	(iv)	Experience in Arbitration	15 (max)	
3		Employment with the Firm		5
		Less than 1 year	0	
		1 year to 2 years	3	
		>2 years	5	
		Total		100

Note:

75% of the maximum points under each component shall be given for reaching the stipulated threshold limit and additional 5% of maximum points shall be given for every 20% increase beyond threshold limit subject to the maximum increment of 25%. This shall be applicable for A, B & C mentioned above.

- 12.3 Financial Proposal of all Technically Qualified Consultants in accordance with Clause 5.2 of Letter of Invitation shall be opened.

The consultancy services will be awarded to the consultant scoring highest marks in combined evaluation of Technical and Financial Proposals in accordance with Clause 1.3 & 5 amongst the reasonable financial proposals

The factors are:

The weightage given to Technical Proposal (T)=0.90

The weightage given to Financial Proposal (F)= 0.10

13. The common currency is “Indian Rupee”. (Ref. Para 3.3.3)

Fixed Exchange rate for conversion (for bid evaluation purpose only):

1 US \$=Rs. 65.00.

14. Commencement of Assignment (Date, Location): The Consultants shall commence the services within fifteen days of the date of effectiveness of the contract at location as required for the project stated in TOR. (Ref. Para 1.2 of LOI and 2.3 of GCC/SC)

APPENDIX I

Terms of Reference (TOR)

1. General

The Authority seeks the services of qualified firms for preparing **Consultancy Services for Preparation of Detailed Project Report for Construction of 2-Lane Bridge for Connectivity of Chatham Island and Bambooflat in the Union Territory region of Andaman Nicobar**. The Terms of Reference (the “TOR”) for this assignment are specified below.

The Consultant shall be guided in its assignment by the relevant Indian Road Congress Codes of Practice and Specifications for Road and Bridge Works (5th Revision) published by IRC.

The Consultant shall be responsible for preparing the draft Contract Agreement and for bringing out any special feature or requirement of the Project Bridge referred to in the Agreement or the Manual.

The Consultant shall assist the Authority during bidding process.

The Consultant shall also participate in the pre-bid conference with the Bidders and assist the Authority in clarifying the technical aspects arising from the Bid Documents including the Detailed Project Report.

BACKGROUND

(i) The National Highways and Infrastructure Development Corporation Limited (NHIDCL) on behalf of the Ministry of Road Transport & Highways (MORT&H), has decided to procure Technical Consultant for Preparation of Pre-feasibility study for development & construction of new Road Link between Chatham and Bambooflat through an over bridge (the “**Project**”) in the union territory of Andaman & Nicobar.

(ii) Bamboo Flat island is separated by approximately 800m wide creek from Chatham island which is a port for Port Blair. Presently the island has connectivity through ferries plying in this creek. Occasionally some traffic of Indian Navy is also there. The ferry traffic is however not round the clock and is governed by the climatic

conditions. As such there is a demand of round the clock connectivity throughout the year. The proposal is to prepare a Pre-Feasibility Report for construction of a bridge with approaches and river training works.

(iii) The Consultant shall be guided by the Model Agreement for Engineering, Procurement and Construction (EPC) , the Manual of Specifications and Standards for 4-Laning of highways published by IRC (IRC SP : 84 - 2014) (the “Manual”) along with relevant IRC codes for design of long bridges.

2. Objective

The objective of this consultancy is to undertake feasibility studies and prepare a detailed project Report for the purpose of firming up the Authority’s requirements to undertake repair and rehabilitation of existing bridge on the stretch and enabling the prospective bidders to assess the Authority’s requirements in a clear and predictable manner with a view to ensuring enhanced safety and level of service for the users, enhanced operational efficiency of the Project Highway Bridge and minimal adverse impact on the local population and road users due to rehabilitation of bridge.

3. SCOPE OF SERVICES

The scope of services shall comprise:

- (i) Review of available designs and detailed designs of road, bridges, structures, etc.
- (ii) Condition survey of Existing structures, and preparation of their repair and rehabilitation proposal.
- (iii) Preparation of detailed BOQ and Cost Estimates.
- (iv) Preparation of Bid Document and draft Contract.

The general scope of services is given in the sections that follow. However, the entire scope of services would, Inter-alia, include the items mentioned in the Letter of Invitation and the TOR. The Consultant will also make suitable proposals for improvement of the existing 2 lane bridge .

Already to implement ‘good for construction’ drawings shall be prepared.

Environmental Impact Assessment, Environmental Management Plan and Rehabilitation and Resettlement Studies shall be carried out by the Consultant meeting

the requirements of the Government of India and lending agencies like ADB/ World Bank/ JBIC etc.

Wherever required, consultant will liaise with concerned authorities and arrange all clarifications. Approval of all drawings and detail engineering drawings will be got done by the consultant. However, if required proof checking of the drawings prepared by the consultants, the same will be got done by NHIDCL and payment to the proof consultant shall be made by NHIDCL directly.

The consultant shall prepare and submit the cost estimate and Bid Documents at Draft DPR stage [Stage 4, Refer para 10.3] as per the preferred mode on which project is to be taken.

Consultant shall obtain all types of necessary clearances required for implementation of the project to the ground from the concerned agencies. The client shall provide the necessary supporting letters and any official fees as per the demand note issued by such concerned agencies from whom the clearances are being sought to enable implementation. In case Consultant does not obtain all the necessary clearances up to the completion of the assignment, deduction up to 5% amount will be made from the final payment. The amount thus deducted will be released after all necessary clearances have been obtained.

4. General

Primary Tasks

General Scope of Services shall cover but be not limited to the following major tasks (additional requirements for Feasibility Studies and preparation of Detailed Project Report for Bridge are given in **Supplement I** and **II** respectively):

- i. review of all available reports and published information about the project road and the project influence area;
- ii. Environmental and social impact assessment, including such as related to cultural properties, natural habitats, involuntary resettlement etc.
- iii. Detailed reconnaissance;
- iv. Identification of possible improvements in the existing structure and with alternatives, evaluation of differential alternatives comparison on techno-economic and other considerations and recommendations regarding most appropriate option;

- v. Inventory and condition surveys for bridge and drainage provisions;
- vi. Detailed topographic surveys using Total Stations and GPS;
- vii. Sub-soil investigation;
- viii. Identification of sources of construction materials;
- ix. Detailed design of structures preparation of GAD and construction drawings.
- x. Economic and financial analyses;
- xi. Contract packaging and implementation schedule.
- xii. to find out financial viability of project for implementation and suggest the preferred mode on which the project is to be taken up.
- xiii. preparation of detailed project report, cost estimate, approved for construction drawings, rate analysis, detailed bill of quantities, bid documents for execution of civilworks.
- xiv. Preparation of social plans for the project affected people as per policy of the lending agencies/ Govt. Of India R&R Policy.

While carrying out the field studies, investigations and design, the development plans being implemented or proposed for future implementation by the local bodies, should be taken into account. Such aspect should be clearly brought out in the reports and drawings.

Standards and Codes of Practices

1. All activities related to field studies, design and documentation shall be done as per the latest guidelines/circulars of MoRT&H and relevant publications of the Indian Roads Congress (IRC) and Bureau of Indian Standards (BIS). For aspects not covered by IRC and BIS, international standard practices, such as, British and American Standards may be adopted. The Consultants, upon award of the Contract may finalize this in consultation with NHIDCL and reflect the same in the inception report.

2. All notations, abbreviations and symbols used in the reports, documents and drawings shall be as per IRC: 71-1977.

Quality Assurance Plan (QAP)

1. The Consultants should have detailed Quality Assurance Plan (QAP) for all field studies including topographic surveys, traffic surveys, engineering survey and investigations, design and documentation activities. The quality assurance plans/procedures for different field studies, engineering surveys and investigation, design and documentation activities should be presented as separate sections like engineering surveys and investigations, traffic surveys, material geo-technical and sub-soil investigations, road and pavement investigations, investigation and design of bridges & structures, environment and R&R assessment, economic & financial analysis, drawings and documentation, preparation, checking, approval and filing of calculations, identification and tractability of project documents etc. Further, additional information as per format shall be furnished regarding the details of personal who shall be responsible for carrying out/preparing and checking/verifying various activities forming part of feasibility study and project preparation, since inception to the completion of work. The detailed Draft QAP Document must be discussed and finalized with the concerned NHIDCL officer immediately upon the award of the Contract and submitted as part of the inception report.
2. It is imperative that the QAP is approved by NHIDCL before the Consultant starts the field work.

Review of Data and Documents

1. The Consultants shall collect the available data and information relevant for the Study. The data and documents of major interest shall include, but not be limited to, the following:
 - i. *Climate;*
 - ii. *Bridge inventory*
 - iii. *Bridge condition, year of original construction, year and type of major maintenance/rehabilitation works;*
 - iv. *Condition of bridge*
 - v. *sub-surface and geo-technical data for existing bridge*
 - vi. *Hydraulic data, drawings and details of existing bridge*
 - vii. *Detailed of sanctioned/ on-going works on the stretch sanctioned by MoRT&H/ other agencies for Tie-in purposes*
 - viii. *Survey and evaluation of locally available construction materials;*
 - ix. *Historical data on classified traffic volume (preferably for 5 years or more);*
 - x. *origin-destination and commodity movement characteristics; if available;*

- xi. Speed and delay characteristics; if available;*
- xii. commodity-wise traffic volume; if available;*
- xiii. Accident statistics; and,*
- xiv. Vehicle loading behavior (axle load spectrum), If available.*
- xv. Type and location of existing utility services (e.g.Fibre Optical Cable, O/Hand U/G Electric, Telephone line, Water mains, Sewer, Trees etc.)*
- xvi. Environmental setting and social base line of the project.*

4.8. Social Analysis

The social analysis study shall be carried out in accordance with the NHIDCL/World Bank/ADB Guidelines. The social analysis report will, among other things, provide a socio-economic profile of the project area and address in particular, indigenous people, communicable disease particularly HIV/AIDS poverty alleviation, gender, local population, industry, agriculture, employment, health, education, health, child labour, land acquisition and resettlement.

Traffic Surveys

All traffic surveys and studies will be completed in feasibility studies.

Deleted

Engineering Surveys and Investigations

Reconnaissance and Alignment

1. The Consultants should make an in-depth study of the available land width (ROW) topographic maps, satellite imageries and air photographs of the project area and other available relevant information collected by them concerning the existing alignment. Consultant himself has to arrange the required maps and the information needed by him from the potential sources. Consultant should make efforts for minimizing land acquisition.
2. The detailed ground reconnaissance may be taken up immediately after the study of maps and other data. The primary tasks to be accomplished during the reconnaissance surveys include;

<i>i.</i>	<i>Topo graphical features of the area;</i>
<i>ii.</i>	<i>Typical physical features along the existing alignment within and outside ROW i.e.land use pattern;</i>
<i>iii</i>	<i>Preliminary identification of improvement requirements including treatments and measures needed for the bridge;</i>

<i>iv</i>	<i>Inventory of major aspects including land width, terrain, pavement type, carriageway type, bridges (type, size and location), geologically sensitive areas, environmental features:</i>
<i>ix.</i>	<i>Critical areas requiring detailed investigations; and,</i>
<i>x.</i>	<i>Requirements for carrying out supplementary investigations.</i>
<i>xi.</i>	<i>Soil (textural classifications) and drainage conditions</i>
<i>xii.</i>	<i>Type and extent of existing utility services along the alignment (within ROW).</i>

3. The data derived from the reconnaissance surveys are normally utilised for planning and programming the detailed surveys and investigations. All field studies including the traffic surveys should be taken up on the basis of information derived from the reconnaissance surveys.
4. The data and information obtained from the reconnaissance surveys should be documented. The data analysis and the recommendations concerning alignment and the field studies should be included in the Inception Report. The data obtained from the reconnaissance surveys should form the core of the database which would be supplemented and augmented using the data obtained from detailed field studies and investigations.
5. The data obtained from the reconnaissance surveys should be compiled in the tabular as well as graphical (chart) form indicating the major physical features and the proposed scheme for NHIDCL's comments. The data and the charts should also accompany the rationale for the selection of traffic survey stations.

The engineering surveys and investigations shall be divided into the following components:

- i) Topographic, alignment and land use survey
- ii) Soil, geo-technical, material, Underground utility services, hydrology and drainage surveys
- iii) Condition Survey of the Existing structures.
- iv) Description of the bridge as built.
- v) The condition of the hinges, the deflection recorded between the two tips.
- vi) The external pre-stressing imparted span wise, the deflection at the tips of cantilever recovered the deflection as now remaining.
- vii) The study of conditions of the Spans where deflection recorded is very high and the need to replace the span. Similarly examination and documentation of the status of other spans.
- viii) The possibility of additional pre stressing may be examined along with other remedial measures for central hinge bearing, expansion joints and wearing course etc.

ix) To stipulate the possibility of making 3-4 spans continuous after examining the additional stress created in the substructures and foundations and their acceptability as per the codes of practices, the current practices, etc.

The mechanism for making the spans further, evolve a scheme for replacement of hinges for which a new design is prepared considering new type of hinges, like that for Varanasi Bridge, etc.

x) The bridge may be rehabilitated, while rehabilitating the actual losses in pre-stresses and other relevant detail like central hinge bearing, expansion joints etc may be taken care of.

xi) Prepare the bid document for inviting bids on EPC/Item rate basis for undertaking the construction of the bridge, approaches etc. Prequalification criteria for the contractor clearly specifying the capability of constructing such bridges including segmental construction, the design consultant capable of designing the rehabilitation measures etc.

xii) Prepare estimates of the cost of constructing a new bridge to replace the existing one.

Bridge Investigations

The Consultants shall carryout detailed field studies in respect of road and pavement. The data collected through road inventory and pavement investigations should be sufficient to meet the input requirements of HDM-IV.

Bridge Inventory Surveys.

1. Detailed bridge inventory surveys shall be carried out to collect details of all existing features along the existing sections.
2. The data should be collected in sufficient detail. The data should be compiled and presented in tabular as well as graphical form. The inventory data would be stored in computer files using simple utility packages, such as EXCEL.

Investigations for Bridges and Structure**Inventory of Bridge**

The Consultants shall make an inventory of the structures. The inventory for the bridge shall include the parameters required as per the guidelines of IRC-SP:35- 1990. The inventory shall be presented in a tabular form covering relevant physical and hydraulic parameters.

Hydraulic and Hydrological Investigations

1. The hydrological and hydraulic studies shall be carried out in accordance with IRC Special Publication No.13 ("Guidelines for the Design of Small Bridges and Culverts") and IRC:5-1998 ("Standard Specifications & Code of Practice for Road Bridges, Section I General Feature of Design"). These investigations shall be carried out for all existing drainage structures along the road sections under the study.
2. The Consultants shall make a desk study of available data on topography (topographic maps, stereoscopic aerial photography), storm duration, rainfall statistics, top soil characteristics, vegetation cover etc. so as to assess the catchment areas and hydraulic parameters for all existing and proposed drainage provisions. The findings of the desk study would be further supplemented and augmented by a reconnaissance along the area. All important hydrological features shall be noted during this field reconnaissance.
3. The Consultants shall collect information on high flood level (HFL), low water levels (LWL), discharge velocity etc.from available past records, local inquiries and visible signs, if any,on the structural components and embankments. Local

inquiries shall also be made with regard to the road sections getting over topped during heavy rains.

Detailed Design of Bridge

General

1. The Consultants are to carry out detailed designs and prepare working drawings for the following:
 - i. *Bridge*
 - ii. *Bridge approaches*

Design Standards

1. The Consultants shall evolve Design Standards and material specifications for the Study primarily based on IRC publications, MoRT&H Circulars and relevant recommendations of the international standards (American, Australian, British, Canadian, Japanese) for approval by NHIDCL.
2. The Design Standards evolved for the project shall cover all aspects of detailed design including the design of geometric elements, pavement design, bridges and structures, traffic safety and materials.

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Design of Bridge

1. The Consultant shall prepare General Arrangement Drawing (GAD) and Alignment Plan showing the salient features of the existing bridge. These salient features such as alignment, overall length, span arrangement, cross section, deck level, founding level, type of bridge components (superstructure, substructure, foundations, bearings, expansion joint, return walls etc.) shall be examined based upon hydraulic and geo-technical studies, cost effectiveness and ease of construction.
2. The Consultants shall also carry out the design and make suitable recommendations for protection works for bridges and drainage structures.
3. In case land available is not adequate for embankment slope, suitable design for RCC retaining wall shall be furnished. However, RES wall may also be considered depending upon techno-economic suitability to be approved by NHIDCL.

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Environmental Impact Assessment

Environment impact assessment or initial environment examination 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

1. The consultant should carry out the preliminary environmental screening to assess the direct and induced impacts due to the project.
2. The consultant shall ensure to document base line conditions relevant to the project with the objective to establish the benchmarks.
3. The consultant shall assess the potential significant impacts and identify the Mitigation measures to address these impacts adequately.
4. The consultant shall 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.
5. The consultant shall give special attention to the environmental enhancement Measures in the project.
6. The consultant shall 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.
7. The consultant shall establish a suitable monitoring network with regard to air, Water and noise pollution. The 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.
8. The consultant shall provide the cost of mitigation measures and ensure that environmental related staffing, training and institutional requirements are budgeted in project cost.

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Reporting Requirements of EIA

The consultant would prepare the stand-alone reports as per the requirement of the ADB/ World Bank/ NHIDCL, as applicable, with contents as per the following:

- Executive Summary
- Description of the Project

- Environmental setting of the project.
- Identification and categorization of the potential impacts (during pre-construction, construction and operation periods).
- Analysis of alternatives (this would include correlation amongst the finally selected alternative alignment/ routing and designs with the avoidance and environmental management solutions).
- The public consultation process.
- Policy, legal and administrative frame work. 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.
- Typical plan or specific designs for all additional environmental items as described in the scope of work.
- Incorporating any other as per the suggestions of the ADB/WorldBank/NHIDCL, till the acceptance of the reports by the ADB/WorldBank/NHIDCL, as applicable.
- EMP Reports for Each Contract Package based on uniform methodology and processes. The consultant will also ensure that the EMP has all the elements for it to be a legal document. The EMP reports would include the following:
 - ❖ 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.
 - ❖ A detailed EMP for construction and operational phases with recourse to the mitigation measures for all adverse impacts.
 - ❖ Detailed plans for highway-side tree plantation (as part of the compensatory afforestation component).
 - ❖ Environmental enhancement measures would be incorporated. Enhancement measures would include items described in the scope of work and shall be complete with plans, designs, BOQ and technical specifications.
 - ❖ Environmental monitoring plans during and after construction including scaling and measurement techniques for the performance indicators selected for monitoring.
 - ❖ The EMP should be amendable to be included in the contract documents for the works.
 - ❖ Incorporating any other as per the suggestions of the ADB/World Bank and the NHIDCL, till the acceptance of the reports by the ADB/World Bank/ NHIDCL, as applicable.

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5. Estimation of Quantities and Project Costs

1. The Consultants shall prepare detailed estimates for quantities (considering designs and mass haul diagram) and project cost for the entire project (civil packages wise), including the cost of environmental and social safeguards

proposed based on MoRT&H's Standard Data Book and market rate for the inputs. The estimation of quantities shall be based on detailed design of various components of the projects. The estimation of quantities and costs would have to be worked out separately for each civil work Package as defined in this TOR.

2. The Consultants shall make detailed analysis for computing the unit rates for the different items of works. The unit rate analysis shall duly take into account the various inputs and their basic rates, suggested location of plants and respective lead distances for mechanized construction. The unit rate for each item of works shall be worked out in terms of manpower, machinery and materials.
3. The project cost estimates so prepared for NHIDCL/ADB/WB projects are to be checked against rates for similar on-going works in India under NHIDCL/World Bank and ADB financed road sector projects.

6. Viability and Financing Options

1. The Project Road should be divided into the traffic homogenous links based on the findings of the traffic studies. The homogenous links of the Project Road should be further sub divided into sections based on physical features of road and pavement, sub-grade and drainage characteristics etc. The economic and commercial analysis shall be carried out separately for each traffic homogenous link as well as for the Project Road.
2. The values of input parameters and the rationale for their selection for the economic and commercial analyses shall be clearly brought out and got approved by NHIDCL.
3. For models to be used for the economic and the commercial analyses, the calibration methodology and the basic parameters adapted to the local conditions shall be clearly brought out and got approved by NHIDCL.
4. The economic and commercial analyses should bring out the priority of the different homogenous links in terms of project implementation.

Economic Analysis

1. The Consultants shall carry out economic analysis for the project. The analysis should be for each of the sections covered under this TOR. The benefit and cost streams should be worked out for the project using HDM-IV or other internationally recognized life-cycle costing model.
2. The economic analysis shall cover but be not limited to be following aspects:
 - i. *assess the capacity of existing roads and the effects of capacity constraints on vehicle operating costs (VOC);*
 - ii. *calculate VOCs for the existing road situation and those for the project;*
 - iii. *quantify all economic benefits, including those from reduced congestion, travel distance, road maintenance cost savings and*

- reduced incidence of road accidents;and,*
- iv. *estimate the economic internal rate of return (EIRR) for the project over a 30- year period. In calculating the EIRRs, identify the tradable and non-tradable components of projects costs and the border price value of the tradable components.*
 - v. *Saving in time value.*
3. Economic Internal Rate of Return (EIRR) and Net Present Value (NPV), “with” and “without time and accident savings” should be worked out based on these cost-benefit stream. Further more, sensitivity of EIRR and NPV worked out for the different scenarios as given under:
- | | |
|------------------------|--|
| <i>Scenario-I</i> | <i>Base Costs and Base Benefits</i> |
| <i>Scenario-II</i> | <i>Base Costs plus 15% and Base Benefits</i> |
| <i>Scenario-III</i> | <i>Base Costs and Base Benefits minus 15%</i> |
|
<i>Scenario-IV</i> |
<i>Base Costs plus 15% and Base Benefits minus 15%</i> |
- The sensitivity scenarios given above are only indicative. The Consultants shall Select the sensitivity scenarios taking into account possible construction delays, construction costs over run, traffic volume, revenue shortfalls, operating costs, exchange rate variations, convertibility of foreign exchange, interest rate volatility, non-compliance or default by contractors, political risks and force majeure.
4. The economic analysis shall take into account all on-going and future road and Transport infrastructure projects and future development plans in the project area.

Financial Analysis

1. The Consultant shall study the financial viability of the project under a commercial format and under different user fee scenarios and funding options. The Consultants shall submit and finalize in consultation with the NHIDCL officers the format for the analysis and the primary parameters and scenarios that should be taken into account while carrying out the commercial analysis. The financial model so developed shall be the property of NHIDCL.
2. The Financial analysis for the project should cover financial internal rate of return, projected income statements, balance sheets and fund flow statements and should bring out all relevant assumptions. The sensitivity analysis should be carried out for a number of probabilistic scenarios.
3. The financial analysis should cover identification, assessment, and mitigating measures for all risks associated with the project. The analysis shall cover, but be not limited to, risks related to construction delays, construction costs overrun, traffic volume, revenue shortfalls, operating costs, exchange rate variations, convertibility of foreign exchange, interest rate volatility, non-compliance or default by contractors, political risks and force majeure.

4. Deleted.
5. **The Consultant should give clear cut recommendation the preferred mode of implementation to take up the Civil Work for the stretch under consideration**

7. Time period for the service

1. Time period envisaged for the study is indicated in **Annexure-I to LOI**. The final reports, drawings and documentation shall be completed within this time schedule.
2. NHIDCL shall arrange to give approval on all sketches, drawings, reports and recommendations and other matters and proposals submitted for decision by the Consultant in such reasonable time so as not to delay or disrupt the performance of the Consultant's services.
3. Along with feasibility report, the consultant should give cost estimate and tender Documents on the preferred mode of implementation.

8. Project Team and Project Office of the Consultant

1. The Consultants shall be required to form a multi-disciplinary team for this assignment. The consultants Team shall be manned by adequate number of experts with relevant experience in the execution of similar detailed design assignments.
2. List of suggested key personnel to be fielded by the consultant with appropriate man- month of each consultancy services is given in Enclosure I as per clients assessment.
3. A Manning Schedule for key personnel mentioned above is enclosed along with broad job-description and qualification. **The information furnished in Enclosures I & II are to assist the Consultants to understand the client's perception about these requirements and shall be taken by the Consultants for the purpose of Financial Proposal and deployment schedule etc. In technical proposal to be submitted by them.** Any deviation proposed may be recorded in the comments on TOR. All the key personnel mentioned will be evaluated at the time of evaluation of technical proposal. Consultants are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria as mentioned in Datasheet. The bio-data of the key personnel should be signed on every sheet by the personnel concerned and the last sheet of each bio-data should also be signed by the authorised signatory of the Consultants.
4. The Consultants shall establish an office at the project site manned by senior personnel during the course of the surveys and investigations. All the project related office work shall be carried out by the consultant in their site office unless there are special reasons for carrying out part of the office work elsewhere for which prior approval of NHIDCL shall be obtained. The address of the site office including the personnel manning it including their Telephone and FAX numbers will be intimated by the Consultant to NHIDCL before commencement of the

services.

5. The Consultant shall maintain an Attendance Register to be signed by each individual key personnel at site as well as at Head Office. The Consultant shall furnish certificate that all the key personnel as envisaged in the Contract Agreement have been actually deployed in the Projects at the time of submission of their bills to the NHIDCL from time to time.

9. Reports to be submitted by the Consultant to NHIDCL

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

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

Preliminary design work should commence without waiting for feasibility study to be completed.

Stage1: Inception Report

Stage2: Feasibility Report

Stage3: Preliminary Project Report (PPR)

Stage4: Detailed Project Report (DPR)

Time schedule in respect of all such stages has been indicated in the next para. Consultant shall be required to complete, to the satisfaction of the client, all the different stages of study within the time frame indicated in the schedule of submission in para 10 pertaining to Reports and Documents for becoming eligible for payment for any part of the next stage.

10 Reports and Documents to be submitted by the Consultant to NHIDCL

1. The Consultant shall submit to the client the reports and documents in bound volumes (and not spiral binding form) after completion of each stage of work as per the schedule and in the number of copies as given in Enclosure III. Further, the reports shall also be submitted in CD's in addition to the hard copies as mentioned in Enclosure-III. Consultant shall submit all other reports mentioned specifically in the preceding paras of the TOR.
2. The time schedule for various submissions prescribed at s.l.no.1 above shall be strictly adhered to. No time-over-run in respect of these submissions will normally be permitted. Consultant is advised to go through the entire terms of reference carefully and plan his work method in such a manner that various activities followed by respective submissions as brought out at Sl.No.1 above are completed as stipulated. Consultant is, therefore, advised to deploy sufficient number of supporting personnel, both technical and administrative, to undertake the project preparation activities in each construction package (Section) simultaneously. As far as possible, the proposal should include complete

information such as number of such persons, name, position, period of engagement, remuneration rate etc. The Consultant is also advised to start necessary survey works from the beginning so as to gain time in respect of various other activities in that stage.

STAGE1

10.1

Inception Report(IR)

1. The report shall cover the following major aspects:
 - i. *Project appreciation;*
 - ii. *Detailed methodology to meet the requirements of the TOR finalised in consultation with the NHIDCL officers; including scheduling of various sub-activities to be carried out for completion of various stages of the work; stating out clearly their approach & methodology for project preparation after due inspection of the entire project stretch and collection/ collation of necessary information;*
 - iii. *Task Assignment and Manning Schedule;*
 - iv. *Work programme;*
 - v. *Proforma for data collection;*
 - vi. *Design standards and proposed cross-sections;*
 - vii. *Key plan and Linear Plan;*
 - viii. *Development plans being implemented and /or proposed for implementation in the near future by the local bodies and the possible impact of such development plans on the overall scheme for field work and design for the study;*
 - ix. *Quality Assurance Plan (QAP) finalised in consultation with NHIDCL;*
 - x. *Draft design standards; and*

STAGE2:

Feasibility Report

1. The Consultant shall commence the Feasibility Study of the project in accordance with the accepted IR and there port shall contain the following:
 - **Executivesummary**
 - *Overview of NHIDCL's organization and activities, NHDP program, and project financing and cost recovery mechanisms*
 - *Project description including possible technical/engineering alternatives*
 - *Methodology adopted for the feasibility study*
 - *Socio economic profile of the project areas*
2. Deleted
3. The basic data obtained from the field studies and investigations shall be submitted in a separate volume as an Appendix to FeasibilityReport.
4. The Final Feasibility Study Report incorporating comments, revisions and modifications suggested by NHIDCL shall be submitted within 15 days of receipt of comments from NHIDCL on draft feasibility study report.
- 5 The consultant should give clear cut recommendation of the preferred mode of implementation to take up the rehabilitation work for the bridge under consideration. If the project is recommended to be taken under EPC Bid documents including Technical Schedules (to RFP) has to be prepared and submitted to NHIDCL. In this case, the consultant shall prepare the draft PPPAC note and submit the same to NHIDCL. If the work is recommended to be taken up under Govt. Of India finding the bid documents have to be accordingly framed and submitted to NHIDCL.

STAGE:3

Preliminary Project Report- PPR

The Draft PPR shall be prepared separately for each construction package and shall contain the following:

Volume-I:PreliminaryDesignReport

- *Executive summary*

- *Project description*
- *Summary of EIA/IEE and Action Plan*
- *Summary of Resettlement Plan*
- *Updated cost estimates*
- *Updated economic and financial analyses*
- *Conclusions and recommendations*

Volume–II:DesignReport

- *Bridge inventory*
- *Summary of survey and investigations data*
- *Proposed design basis, standards and specifications*
- *Proposed preliminary bridge designs*

Volume–III:Drawings

- *Location map*

- *Layout plans*
- *Drawings for structure*

Volume–IV:Environment Impact Assessment or Initial Environmental Examination and Environment Management Plan

Volume–V:Deleted

2. The basic data obtained from the field studies and investigations and input data used for the preliminary design shall be submitted in a separate volume as an Appendix to PPR.
3. The Final PPR incorporating comments, revisions and modifications suggested by NHIDCL shall be submitted within 15 days of the receipt of comments of NHIDCL on the Draft PPR.

STAGE:4

Draft Detailed Project Report (DPR)

1. The draft DPR Submission shall consist of construction package-wise Main Report, Design Report, Materials Report, Engineering Report, Drainage Design Report, Economic and Financial Analysis Report, Environmental Assessment Report including bid Documents and Drawings.
2. The Report volumes shall be submitted as tabulated in para 10 above.
3. The Documents and Drawings shall be submitted for each section (Package) and shall be in the following format:

Reports

Volume-I

Main Report: *This report will present the project background, social analysis of the project, details of surveys and investigations carried out, analysis and interpretation of survey and investigation data, traffic studies and demand forecasts, designs, cost estimation, environmental aspects, economic and commercial analyses and conclusions. There port shall include Executive Summary giving brief accounts of the findings of the study and recommendations.*

The Report shall also include maps, charts and diagrams showing locations and details of existing features and the essential features of improvement and upgrading.

The Environmental Impact Assessment (EIA) Report for each contract package shall be submitted separately as a part of the main report.

The basic data obtained from the field studies and investigations and input data used for the preliminary design shall be submitted in a separate volume as an Appendix to Main Report.

Volume-II Design Report: *This volume shall contain design calculations, supported by computer print out of calculations wherever applicable. The Report shall clearly bring out the various features of design standards adopted for the*

study. The design report shall deal with the design of bridge. The sub-soil exploration report shall be included as an Appendix to the Design Report.

The detailed design for all features should be carried out as per the requirements of the Design Standards for the project. However, there may be situations where in it has not been possible to strictly adhere to the design standards due to the existing site conditions, restrictions and other considerations. There port should clearly bring out the details of these aspect and the standards adopted.

Volume-III Materials Report: *The Materials Report shall contain details concerning the proposed borrow areas and quarries for construction materials and possible sources of water for construction purposes. The report shall include details on locations of borrow areas and quarries shown on maps and charts and also the estimated quantities with mass haul diagram including possible end use with leads involved, the details of sampling and testing carried out and results in the form of important index values with possible end use thereof.*

The materials Report shall also include details of sampling, testing and test results

Volume - IV Environmental Assessment Report including Environmental Management Plan (EMP): *The Report shall be prepared conforming to the Guidelines of the Government of India, State Government and World Bank/ADB as appropriate for each construction package section.*

Volume –V Drawing Volume: *All drawings forming part of this volume shall be ‘good for construction’ drawings. All plan and profile drawings will be prepared in scale 1:250V and 1:2500H scale to cover one km in one sheet. In addition this volume will contain ‘good for construction’ drawings for the following:*

- a. Detailed Working Drawings for Bridge.*
- f. Schematic Diagrams (linear chart) indicating but be not limited to be following:*
 - Improvemnet scheme;*

- *Recommendation for preferred mode of implementation.*
- *Suggested methods of procurement and packaging.*
- *Cost estimates and tender documents on preferred mode of implementation.*
- *Economic and financial analysis*
- *Conclusions and recommendations*

Volume-VI Project Clearances– *All the necessary shall be obtained by the consultant and submitted to NHIDCL so that project implementation can straight away proceed with out any hold up.*

Volume-VII In view of para 1 above the consultant has to submit the following documents in six sets:

- i. Technical Specifications: The MORT&H's Technical Specifications for Road and Bridge works shall be followed for this study. However, Volume - IV: Technical Specifications shall contain the special technical specifications which are not covered by MOST Specifications for Roads and Bridges (latest edition / revision) and also specific quality control norms for the construction of works.
- ii. Rate Analysis: This volume will present the analysis of rates for all items of works. The details of unit rate of materials at source, carriage charges, any other applicable charges, labour rates, machine charges as considered in arriving at unit rates will be included in this volume.
- iii. Cost Estimates: This volume will present the contract package wise cost of each item of work as well as a summary of total cost.
- iv. Bill of Quantities: This volume shall contain the package-wise detailed Bill of Quantities for all items of works
- v. Civil Work Contract Agreement: A civil works contract agreement shall be submitted. As to submit the following documents in six sets:
 - i. ***Technical Specifications:*** *The MORT&H's Technical Specifications for Road and Bridge works shall be followed for this study. However, Volume-IV: Technical Specifications shall contain the special technical specifications which are not covered by MOST Specifications for Roads and Bridges (latest edition/revision) and also specific quality control norms for the construction of works.*
 - ii. ***Rate Analysis:*** *This volume will present the analysis of rates for all items of works.*

The details of unit rate of materials at source, carriage charges, any other applicable charges, labour rates, and machine charges as considered in arriving at unit rates will be included in this volume.

- iii. **Cost Estimates:** *This volume will present the contract package wise cost of each item of work as well as a summary of total cost.*
- iv. **Bill of Quantities:** *This volume shall contain the package-wise detailed Bill of Quantities for all items of works*
- v. **Civil Work Contract Agreement:** *A civil works contract agreement shall be submitted.*

10.8. Final Detailed Project Report, Documents and Drawings (6Sets)

The Final package-wise DPR consisting of Main Report, Design Report, Drainage Design Report and Materials Report, incorporating all revisions deemed relevant following receipt of the comments from NHIDCL on the draft DPR shall be submitted as per the schedule given in Enclosure-III.

11. Interaction with NHIDCL

- 1. During entire period of services, the Consultant shall interact continuously with NHIDCL and provide any clarification as regards methods being followed and carry out modification as suggested by NHIDCL. A programme of various activities shall be provided to NHIDCL and prior intimation shall be given to NHIDCL regarding start of key activities such as boring, survey etc. So that inspections of NHIDCL officials could be arranged in time.
- 2. The NHIDCL officers and other Government officers may visit the site at anytime, individually or collectively to acquaint themselves with the field investigation and survey works.
- 3. The consultant shall be required to send 3 copies of concise monthly Progress Report by the 5th day of the following month to the designated officer at his Head Quarter so that progress could be monitored by the NHIDCL. These reports will indicate the date of induction and de-induction of various key personnel and the Activities performed by them. Frequent meetings with the consultant at site office or in Delhi are foreseen during the currency of project preparation.
- 4. All equipment, software and books etc. Required for satisfactory services for this project shall be obtained by the Consultant at their own cost and shall be their property.

12. Payment Schedule

- 1. The Consultant will be paid consultancy fee as a percentage of the contract value as per the schedule given below:

S.No.	Description	Paymen
1	On submission of Inception Report	10%
2	On Submission of draft feasibility report	20%
3	On Submission of draft preliminary project report	15%
4	On Submission of Draft Detailed Project Report and Bidding Documents	20%
5	On approval of Final Detailed Project Report and Bidding Documents	25%
6	On submission of required project clearances from the concerned agencies	10%
	Total	100%
<i>Note: Consultants have to provide a certificate that all the key personnel as envisaged in the Contract Agreement have been actually deployed in the projects. They have to furnish the certificate at the time of submission of their bills to NHIDCL from time to time.</i>		

After completion of services the final contract amount shall be worked out on the basis of inputs and services actually carried out and the payment shall be adjusted accordingly.

2

Data and Software

1. The CD's containing all basic as well as the processed data from all field studies and investigations, report, appendices, annexure, documents and drawings shall be submitted to NHIDCL at the time of the submission of the Final Report. The data can be classified as follows:
 - i. **Engineering Investigations and Traffic Studies** :Bridge Inventory, Condition, Material Investigation, Traffic Studies (traffic surveys), axle load surveys, Sub-soil Exploration, Drainage Inventory, Inventory data for bridge indicating rehabilitation, new construction requirement etc. in MSEXCEL or any other format which could be imported to widely used utility packages.
 - ii. **Topographic Surveys and Drawings**: All topographic data would be supplied in (x, y, z) format along with complete reference so that the data could be imported into any standard designs of software. The drawing files would be submitted in dxf for dwg format.
 - iii. **Rate Analysis**: The Consultant shall submit the rate analysis for various works items including the data developed on computer in this relation so that it could be used by the Authority later for the purpose of updating the cost of the project.
 - iv. **Economic and Financial Analysis**;
3. **Software**: The Consultant shall also hand-over to NHIDCL CD's containing any

general software including the financial model which has been specifically developed for the project.

4. The CD's should be properly indexed and a catalogue giving Contents of all CD's and print-outs of the contents (data from field studies to pographic data and drawings) should be handed over to NHIDCL at the time of submission of the Final Report.

SUPPLEMENT I**ADDITIONAL POINTS TO BE CONSIDERED FOR BRIDGES IN ADDITION TO POINTS COVERED IN MAIN TOR**

For bridge packages, the main objective of the consultancy services is to establish the aesthetic, technical, economical and financial viability of the Project and prepare Detailed Project Reports for construction of 2-lane bridge.

For bridge requiring model study, the same shall be go to done at a recognized Institution. The consultant will be responsible for identifying the Institution, supplying requisite data and coordinating the model study. The amount to be paid to the Institution shall be borne by the Consultant.

S. No.	Clause No.	<i>Additional points</i>
1.	4.1	<p>Primary Tasks</p> <p>The scope of services shall also cover the following:</p> <ul style="list-style-type: none">i. Inventory and condition surveys for existing river bank training/protection works.ii. Detailed Design for construction of Bridge,iv. Preparation of GAD, construction drawings etc.v. Strip plan for bridge.vi. Design discharge and scour depth

2.	4.7	<p>Review of Data and Documents</p> <p>The data and documents of major interest shall also include the following:</p> <p>a) Existing geological maps, catchment area maps, contour plans etc. For the project area</p> <p>b) Hydrological data, catchment area characteristics, river/channel characteristics, flood flow data and seismo logical data etc.</p> <p>c) Condition of existing river bank/protection works, if any.</p> <p>d) Sub surface and geo technical data for existing nearby</p>
3.	4.11.1	<p>Reconnaissance and Alignment</p> <p>a) The consultant should make an in depth study of available geological maps, catchment area maps, contour plans, flood flow data and seismo logical data.</p> <p>b) The primary tasks to be accomplished during there reconnaissance surveys also include:</p>
4.	4.11.2	<p>Topographic surveys</p> <p>a) The detailed field surveys would essentially include the topographic surveys along the proposed location of bridge</p> <p>b) The detailed topographic surveys should be carried out along the location of bridge approved by</p>
5.	4.11.2.1	<p>Longitudinal and Cross sections</p> <p>The topographic surveys for longitudinal and cross sections shall cover the following:</p> <p>Cross section of the channel at the site of proposed crossing and few cross sections at suitable distance both upstream and downstream, bed level up to top of banks and ground levels to a sufficient distance beyond the edges of channel, nature of existing surface soil in bed, banks & approaches, longitudinal section of channel</p>

6.	4.11.4.2	<p>Hydraulic and Hydrological Investigations</p> <p>a) The consultant shall also collect information on observed maximum depth of scour.</p> <p>b) History of hydraulic functioning of existing bridge, if any, under flood situation, general direction of river course through structure, afflux, extent and magnitude of flood, effect of backwater, if any, aggradations/degradation of bed, evidence of scour etc. shall be used to augment the available hydrological data. The presence of flood control/irrigation structures, if affecting the hydraulic characteristics like causing obliquity, concentration of flow, scour, silting of bed, change inflow levels, <u>bed levels etc. shall be studied and considered in</u></p>
7.	4.11.4.4	<p>Geotechnical Investigations and Sub soil Exploration</p> <p>Investigation shall be carried out to determine the nature and properties of existing soil in bed, banks and approaches with trial pits and borehole sections showing the levels, nature and properties of various strata to a sufficient depth below the level suitable for foundations, safe intensity of pressure on the foundation soil, proneness of site to artesian conditions seismic</p>
8.	4.12.1	<p>General</p> <p>The consultants are also to carry out detailed designs and prepare working drawings for the followings;</p> <p>a) Design of river bank protection/training works</p>

9.	4.12.6	<p>Design of Bridges and Structures</p> <p>The data collected and investigation results shall be analysed to determine the following:</p> <ul style="list-style-type: none">i. HFLii. LWLiii. LBLiv. Erodibility of bed/scour levelv. Design dischargevi. Linear water way and effective linear water wayvii. Likely foundation depthviii. Safe bearing capacityix. Engineering properties of subsoilx. Artesian conditionsxi. Settlement characteristicsxii. Vertical clearancexiii. Horizontal clearancexiv. Free board for approach roadxv. Severity of environment with reference to corrosionxvi. Data pertaining to seismic and wind loadxvii. Requirement of model study etc.
----	--------	--

11 Consultancy Team

The Consultant shall form a multi-disciplinary team (the “**Consultancy Team**”) for undertaking this assignment. The following Key Personnel whose experience and responsibilities are briefly described in Enclosure-II would be considered for evaluation of the Technical Proposal. Other expertise such as that required for financial analysis, pavement design, material investigation characterisation, quantity survey, social impact assessment etc. for the Project Highway shall be providing the inputs as necessary within the quoted cost.

The Consultant shall establish a Project Office at a suitable location for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office during the first 12 (twelve) weeks as specified in the Manning Schedule forming part of the Agreement. The authorised officials of the Authority may visit the Consultant’s Project Office any time during office hours for inspection and interaction with the Consultant’s Personnel. It is not expected of the Consultant to carry out the operations from the Head/Home Office. However, he may do so for the remaining consultancy services beyond the first 12 (twelve) weeks.

The Consultant shall mobilise and demobilise its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office. These time sheets/ attendance sheets shall be made available to the Authority as and when asked for and a copy of such record shall be submitted to the Authority at the end of each calendar month.

12 Reporting

The Consultant will work closely with the Authority. The Authority has established a Working Group (the “**WG**”) to enable conduct of this assignment. A designated officer of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant’s outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.

The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.

The Consultant will make a presentation on the inception report for discussion with the WG at a meeting. This will be a working document. The Consultant is required to prepare and submit a monthly report that includes and describes, *inter alia*, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultants' work on the TOR tasks should continue while the report is under consideration and is being discussed.

Regular communication with the WG and the Project Director is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.

The Deliverables will be submitted as per schedule provided in this RFP.

13 Data and software to be made available by the Authority

Available data as may be required by the Consultant will be provided by the Authority on request. The Nodal Officer designated by the Authority shall facilitate handing over of such information to the Consultant.

14 Completion of Services

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Authority in soft form apart from the reports indicated in the Deliverables (para 4). The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant. The Authority shall issue a certificate to that effect.

Annex-6
Payment Schedule
(Refer Clause 6.3)

S.No	Description	Week	Payment
1	On submission of Inception Report	4	10%
2	On Submission of Final feasibility report	12	20%
3	On Submission of draft preliminary project report	16	15%
4	On Submission of Draft Detailed Project Report and Bidding Documents	20	20%
5	On approval of Final Detailed Project Report and Bidding Documents	24	25%
6	On submission of required project clearances from the concerned agencies	26	10%
	Total		100%
<i>Note: Consultants have to provide a certificate that all the key personnel as envisaged in the Contract Agreement have been actually deployed in the projects. They have to furnish the certificate at the time of submission of their bills to NHIDCL from time to time.</i>			

Enclosure-I**MANNING SCHEDULE****Package no. NHIDCL/Chatham-Bamboo Flat/DPR/2016**

S. No.	Key Personnel	Total Time Period in Man Months (MM)
Central Team		
1	Team Leader cum Sr. Bridge Engineer	6
2	Material cum Geotechnical Expert	3
3	Environment Specialist	2
4	Traffic cum Safety Expert	2
5	Quantity Surveyor	2
6	Revenue / Survey Expert	4
7	Bridge Design Engineer	3
8	Pavement Design Expert	3
9	Contract Specialist	1
Sub Team(s) (no sub team for the project)		
9	Deleted	0
10	Deleted	0
11	Deleted	0

Note:

1. Consultants have to provide a certificate that all the key personnel as envisaged in the Contract Agreement have been actually deployed in the projects. They have to furnish the certificate at the time of submission of their bills to NHIDCL from time to time.
2. The Consultant shall appoint a Project Coordinator for effective Coordination of its services for the entire duration of the Project Assignment including pre construction activities until completion of the entire assignment.
3. The Revenue / Survey Expert shall be deployed either intermittently or continuously (depending upon the site conditions and other exigencies as per the convenience of NHIDCL) to liaise with the local authorities and complete the pre-construction activities including LA and Forest Clearances. However a period of 4 months have been projected in the manning schedule for this resource.

Enclosure-II**Qualification and Experience Requirement of Key Personnel**
Team Leader cum Sr. Bridge Engineer

i)	Educational Qualification	
	Essential	Graduate in Civil Engineering or equivalent
	Desirable	Post graduate in Civil Engineering (Highways/Bridge/Structures/Traffic and transportation/soil mechanics and foundation engineering/ Construction Management /Transportation)
ii)	Essential Experience	
	a) Total Professional Experience	Min. 20 years
	b) Experience in Highway/Bridge projects	Min. 15 years in Planning, project preparation and design of Highway/Bridge projects , including 2/4/6 laning of NH/SH/ expressways.
	c) Experience in similar capacity (Either as Team Leader or in Similar capacity)	In Feasibility / DPR/IC/ Construction Supervision of Two/Four/six laned major Bridge projects of minimum length of 200 m
	d) Similar Capacity position	As mentioned in the input sheet of Infracon
iii)	Age Limit	70years on the date of submission of proposal

Enclosure-II(contd.)**QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL****Material cum Geotechnical Expert**

i)	Educational Qualification	
	Essential	Graduate in Civil Engineering
	Desirable	Masters in highway engineering/ Transportation Engineering/Foundation Engineering / Soil Mechanics / Geotech Engineering or MSc in Geology
ii)	Experience	
	a)Total Professional Experience	Min. 15 years
	b) Experience in Highway projects	Minimum 10 years experience in of 2/4/6 laned Highways/Bridges projects
	c) Experience in similar capacity	Geotechnical works for major Bridge projects (2/4/6 lane NH/SH/ Expressways) of length more than 60 mtr
	d)Similar Capacity position	As mentioned in the input sheet of Infracon
iii)	Age Limit	70 years on the date of submission of Proposal

Enclosure-II (contd.)**QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL***Environmental Specialist*

i)	Educational Qualification	
	Essential	Graduate in Civil Engineering / Environment Engineering / Masters in Environment Science
	Desirable	Post Graduate in Environmental Engineering
ii)	Essential Experience	
	a) Total Professional Experience	Min. 10 years
	b) Experience in Highway Projects	Min. 5 years in environment impact assessment of 2/4/6 laned highway/bridge/tunnel projects
	c) Experience in similar capacity	Environmental Specialist in at least two(2/4/6 laned) Highway/Bridge/Tunnel projects
	d) Similar Capacity position	As mentioned in the input sheet of Infracon
iii)	Age Limit	70 years on the date of submission of Proposal

Enclosure-II(contd.)**QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL***Traffic and Safety Expert*

i)	Educational Qualification	
	Essential	Graduate in Civil Engineering
	Desirable	Masters in Traffic Engineering / Transportation Engineering / Transport Planning
ii)	Essential Experience	
	a) Total Professional Experience	Min. 10 years
	b) Experience in Highway projects	Min. 5 years on 2/4/6 laned highway/bridge/tunnel projects
	c) Experience in similar capacity	Traffic Engineer in minimum two highway/bridge/tunnel Projects (NH/SH/Expressways) involving 2/4/6 Laning .
	d) Similar Capacity position	As mentioned in the input sheet of Infracon
iii)	Age Limit	70 years on the date of submission of Proposal

Enclosure-II(contd.)**QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL****Quantity Surveyor**

i)	Educational Qualification	
	Essential	Degree in Civil Engineering
	Desirable	Masters in highway engineering/ Transportation Engineering
ii)	Experience	
	a)Total Professional Experience	Min. 15 years
	b) Experience in Highway projects	Minimum 10 years experience in design/construction supervision of 2/4/6 lane highways/bridge/tunnel projects.
	c) Experience in similar capacity	Quantity Surveyor in minimum two highway/bridge/tunnel Projects
	d)Similar Capacity position	As mentioned in the input sheet of Infracon
iii)	Age Limit	70 years on the date of submission of Proposal

Enclosure-II(contd.)**QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL*****Revenue / Survey Experts***

i)	Educational Qualification	
	Essential	Graduation in any discipline
	Desirable	Post Graduation in any discipline
ii)	Experience	
	a) Total Professional Experience	Min. 20 years
	b) Experience in revenue matters	Min. 10 years of experience dealing with revenue matters.
	c) Experience in similar capacity	Min 5 year experience in Land Acquisition as Dy. Collector/ CALA retired from State Government dealing with Land Acquisition and Revenue matters.
	d) Similar Capacity position	As mentioned in the input sheet of Infracon
iii)	Age Limit	70 years on the date of submission of Proposal

Enclosure-II(contd.)**QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL*****Bridge Design Engineer***

i)	Educational Qualification	
	Essential	Graduate in Civil Engineering or equivalent
	Desirable	Masters in Bridge Engineering/ Structural Engineering
ii)	Essential Experience	
	a)Total Professional Experience	Min. 15 years
	b) Experience in Bridge projects	Min. 10 years in project preparation and design of bridge projects.
	c) Experience in similar capacity	Bridge Engineer in highway design consultancy projects (2/4/6 lane NH/SH/ Expressways)involving design of minimum Two major bridges (length more than 200 m)
	d)Similar Capacity position	As mentioned in the input sheet of Infracon
iii)	Age Limit	70years on the date of submission of Proposal

Enclosure-II(contd.)**QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL****Pavement Design Expert**

i)	Educational Qualification	
	Essential Desirable	Graduate in Civil Engineering Masters in Highway/Transportation Engineering
ii)	Essential Experience	
	a) Total Professional Experience	Min. 15 years
	b) Experience in Highway projects c) Experience in Similar capacity	Min. 10 years in project preparation and design of 2/4/6 laned highway Projects Pavement Specialist in minimum two 2/4/6 laned highway projects costing atleast 100 crores each
iii)	Age Limit	70years on the date of submission of Proposal

Enclosure-II(contd.)**QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL*****Contract Specialist***

i)	Educational Qualification	
ii)	Essential Desirable Essential Experience	Graduate in Civil Engineering Diploma / Degree in Law
	a) Total Professional Experience	Minimum 15 years
	b) Experience in Highway projects	Minimum 10 years in 2/4/6 laned highway/bridge/tunnel projects
	c) Experience in similar capacity	Min. 5 years as Contract Specialist on Highway/Bridge/Tunnel Projects Costing over Rs. 100 Cr.
	d) Experience in Arbitration	Handled atleast two Arbitration cases pertaining to Highway/Bridge/Tunnel Projects.
iii)	Age Limit	70 years on the date of submission of Proposal

Enclosure-II(contd.)

QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL

Deleted

Enclosure-II(contd.)

QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL

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Enclosure-III

Stage No.	Activity	No. of copies	Time Period in weeks from date of Commencement
1	Inception Report		
	(i) Draft Inception Report including QAP document	3	02
	(ii) Inception Report including QAP document	3	04
2	F.S. REPORT		
	i) Draft Feasibility Study Report including option stud report	4	08
	ii) Comments of client	1	10
	iii) Final Feasibility Study Report incorporating compliance of comments of Client.	4	12
3	Preliminary Project Report including Technical Schedules for EPC/PPP projects	4	16
4	Detailed Project Report		
	i) Draft DPR	4	20
	ii) Comments of client	4	22
	iii) Final DPR	6	24
	incorporating compliance		
	of comments of Client		
5	Project clearances from concerned agencies e.g. from MOEF; Rly for approval of GAD and detail engineering drawing of ROB/RUB; Irrigation Dept., Land Acquisitions-3(a), 3(A), 3(D)& 3G Notifications	Original letters from the concerned agencies and 5 photocopies of each. 3 copies each	26

APPENDIX-II**Proof of Eligibility****Form-E1**

Letter of Proposal (On Applicant's letter head)

(Date and Reference)

To, *****

Sub: Consultancy Services for Preparation of Detailed Project Report for Construction of 2-Lane Bridge for Connectivity of Chatham Island and Bambooflat in the Union Territory region of Andaman Nicobar Islands.

Project Report for

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for [2 lane withpaved shoulders of]. The proposal is unconditional and unqualified.

2. All information provided in the Proposal, INFRACON and Appendices is true and correct and all documents accompanying such Proposal and submitted on INFRACON (Digilocker) are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Assignment.
4. I/We shall make available to the Client any additional information which may be deemed necessary or required for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 1.7 of the RFP document.
8. I/We declare that we/any member of the consortium, are/is not a Member of any other Consortium applying for Selection as a Consultant.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or any adverse orders have been passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Assignment or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

Consultancy Services for Preparation of Detailed Project Report for Construction of 2-Lane Bridge for Connectivity of Chatham Island and Bambooflat in the Union Territory region of Andaman Nicobar Islands

11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Assignment.
13. The Bid Security of Rs. ***** (Rupees *****) in the form of a Bank Draft is attached, in accordance with the RFP document.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this valid for 120 (One hundred and twenty) days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
17. In the event of my/our firm/consortium being selected as the Consultant, I/we agree to enter into any Agreement in accordance with the form Appendix V of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of and documents or information provided to us by the Client or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Proof of Eligibility and Technical proposal are being submitted in separate covers in hard copy and they are being submitted online also through INFRACON. Financial Proposal is being submitted online only. This Proof of Eligibility read with Technical Proposal and Financial Proposal shall constitute the Application which shall be binding on us. I also allow the Client to access the information/credentials uploaded by me on INFRACON and Digilocker.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,
(Signature, name and designation of the authorized signatory)
(Name and seal of the Applicant/Lead Member)

Appendix- II

Form-E2/T3

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APPENDIX-II

Form- E3

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APPENDIX-II

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Appendix III

(Form-T1)

TECHNICAL PROPOSAL

FROM:

TO:

_____	_____
_____	_____
_____	_____
_____	_____

Sir:

Subject Consultancy Service for

Regarding Technical Proposal

I/We _____ Consultant enclose herewith Technical Proposal for selection of my/our firm/organization as Consultant for (_____).

The detail of our submission through the INFRACON Portal of NHIDCL are available under the following IDs:

1. Tender ID No. _____
2. Our Firm ID No. _____
3. Our Team ID No _____
4. Our proposed Key Personnel Team ID Nos.1.
2.
3.

This is to confirm that the information submitted in INFRACON is true and correct to the best of my knowledge and I would be personally responsible for any mis-representation in this regard.

Yours faithfully,

Signature _____

Full Name _____

Form-T-2

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Form-E2/T3

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Form- T4

SITE APPRECIATION

Shall give details of site as per actual site visit and data provided in RFP and collected from site supported by photographs to demonstrate that responsible personnel of the Consultant have actually visited the site and familiarized with the salient details/complexities and scope of services.

Form- T5

Deleted

Form- T6**Composition of the Team Personnel and the task which would be assigned to each Key Personnel**

Team ID from INFRACON - no ()

I. Key Personnel

S. No.	Name& INFRACON	Position	Task Assignment
	ID nos		
1.			
2.			
3.			
4.			
....			
....			
....			

Form- T7

Deleted

Form- T8

Details of Material Testing Facility

1. State whether the Applicant has in-house Material Testing Facility? Yes/No
2. In case answer to 1 is Yes, attach a list of Lab equipment and facility for testing of materials and location of laboratory?
3. In case laboratory is located at a distance of more than 400 km from the project site, state arrangements made/proposed to be made for testing of materials?
4. In case answer to 1 is No, State arrangements made/proposed to be made for testing of materials?

Form- T9

Facility for Field investigation and Testing

1. State whether the Applicant has in-house Facility for
 - a) Geo-technical investigation Yes/No
 - b) Pavement investigation Yes/No
 - c) Topographic Survey Yes/No
2. In case answer to 1 is Yes, Attach a list of field investigation and testing equipments available in-house ?
3. In case answer to 1 is No, State arrangements made/proposed to be made for each of above Field investigation and testing ?

Form- T10

Office Equipment and Software

Attach a list of office equipment and software owned by the Applicant

Form- T11**UNDERTAKING FROM THE KEY PERSONNEL**

I, (Name and Address) have not left any assignment with the Consultants engaged by MORT&H/ contracting firm (firm to be supervised now) for any continuing works of MORT&H without completing my assignment. I will be available for the entire duration of the current project (named.....). If I leave this assignment in the middle of the completion of the work, I may be debarred for an appropriate period to be decided by NHIDCL. I have also no objection if my services are extended by NHIDCL for this work in future.

I, the undersigned, certify that to the best of my knowledge and belief, my biodata, information and credentials uploaded through INFRACON portal and digilocker correctly describes myself, my qualification and my experience. I am liable for any action, as deemed fit, in case there is any mis-representation in this regard.

Signature of the Key Personnel_____

Position under the assignment_____

Place:_____

Date:_____

Signature of Authorised Representative of the Consultant_____

Place:_____

Date:_____

Appendix IV

(Form-I)

FINANCIAL PROPOSAL

FROM:

TO:

Sir:

Subject: Consultants' Services for

Regarding Price Proposal

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

Yours faithfully,

Signature_____

Full Name_____

Designation_____

Address_____

(Authorized Representative)

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

(Form-II)

Format of Financial Proposal**Summary of Cost in Local and Foreign Currency (US \$)**

No.	Description	Amount (LC)* (INR)	Amount (FC)*
I	<u>Local Consultants</u> Remuneration for Local Staff (inclusive of per Diem allowance)		
II	Support Staff (inclusive of per diem allowance)		
III	Transportation*		
IV	Duty Travel to Site*		
V	Office Rent*		
VI	Office Supplies, Utilities and Communication*		
VII	Office Furniture and Equipment (Rental)*		
VIII	Reports and Document Printing		
IX	Surveys & Investigations		
A	Topographical Survey		
B	Investigations		
X	Contingency Expenses for pre-Construction phase		
	Subtotal Local Consultants :		
	<u>Foreign Consultants</u>		
F-I	Remuneration for Expatriate Staff (inclusive of per Diem allowance)		
F-II	Mobilization and Demobilization		
	Total Cost Net of Tax :		
Taxes and Duties	I. Income Tax (Expatriate) II. Import duties III. Value added tax		
	Total cost net of service tax**		
	Service Tax		
	TOTAL COSTS (Including Service Tax)		

* - The Consultant should bear in mind that the expenses under this category would be admissible for 26 weeks (6 months) only during the DPR preparation phase. A minimum infrastructure would be permitted during the pre-construction phase (LA& Clearances) for which a separate quote may be given as stipulated above.

LC* Local Currency

FC* Foreign Currency US \$

** Total Cost Net of Service Tax shall be considered for financial evaluation

Note: No escalation will be payable during the services

Consultancy Services for Preparation of Detailed Project Report for Construction of 2-Lane Bridge for Connectivity of Chatham Island and Bambooflat in the Union Territory region of Andaman Nicobar Islands

Insurances shall not be allowed separately .These will be incidental to main items.

Form -III

Package no. NHIDCL/Chatham-Bamboo Flat/DPR/2016

Remuneration for Local Staff (inclusive of per Diem allowance)

S. No.	Key Personnel	Total time period(MM)	Name	MM	Amt.(INR)
	Central Team				
1	Team Leader cum Sr. Bridge Engineer	1x6		6	
2	Material cum Geotechnical Expert	1x3		3	
3	Environment Specialist	1x2		2	
4	Traffic cum Safety Expert	1x2		2	
5	Quantity Surveyor	1x2		2	
6	Revenue / Survey Expert	1x4		4	
7	Bridge Design Engineer	1x3		3	
8	Pavement Design Expert	1x3		3	
9	Contract Specialist	1x1		1	
	Sub-Team				
9	Deleted	0		0	
10	Deleted	0		0	
11	Deleted	0		0	
	Sub-Total:				
	Sub-Professional Staff	(To be assessed by Consultant as per requirement of assignment)			
1					
2					
3					
4					
5					
	Sub-Total:				
	Total				

II Support Staff (inclusive of per diem allowance)

S. No.	Position	Name	Staff Months	Billing Rate (INR)	Amount (INR)
1	Office Manager		6		
2	Typist		6		
3	Office Boy		6		
4	Night Watchman		6		
				Total:	

III. Transportation (Fixed costs)

Consultancy Services for Preparation of Detailed Project Report for Construction of 2-Lane Bridge for Connectivity of Chatham Island and Bambooflat in the Union Territory region of Andaman Nicobar Islands

S. No	Description	Qty. Nos. of Months	Rate Month (INR)	Amount (INR)
1	The vehicles hired by the Consultants shall include the cost For rental, drivers, operation, maintenance, repairs, insurance, etc.	6		
	Total			

IV. Duty Travel to Site (Fixed Costs)

	NO	Rate (INR)	Amount (INR)
Trips	6		

V. Office Rent (Fixed Costs)

The rent cost includes maintenance, cleaning, repairs, etc. 6 months.

Total**VI. Office Supplies, Utilities and Communication (Fixed Costs)**

No.	Item	Months	Monthly Rate (INR)	Amount in INR.
1	Office Supplies	6		
2	Drafting Supplies	6		
3	Computer Running Costs	6		
4	Domestic and International Communication	6		
	TOTAL :	-----		

VII. Office Furniture and Equipment (Rental)

No.	Description	Quantity(Months)	Rate(INR)	Amount (INR)
<u>1</u>	Office Furniture and Equipment	6		
			Total	

VIII Reports and Document Printing

No.	Description	No. of Copies	Rate per Copy (INR)	Amount (INR)
1	Monthly Report(3 per month)	18		
2	Inception Report & QAP	3		
3	Environment and Social Impact Screening Report	4		
4	Draft Feasibility Report	4		
5	Final Feasibility Report	6		
6	Strip Plan with L.A. Reports	6		
7	Draft Environmental Assessment report& RAP	4		
8	Final Environmental Assessment report& RAP	6		
9	Draft Detailed Design Report & Drawings etc. Draft EMP	4		
10	Draft Bidding Documents	6		
11	Final Detailed Project Report with Bill of Quantities, Cost Estimates, Updated Drawings etc. Final EMP	6		
12	Final Bidding Documents	6		
13	Draft 3(a) ,3(A) and 3(D)& 3G notification for land acquisition (3 copies each)	9		
			Total	

IX Survey and Investigation**A Topographical Survey (Fixed Rate)**

Item	Length in Km (Bridge & Approaches)	Rate per Km	Amount (INR)
Topographic Survey including hire charges for equipment (GPS, Total Station, Auto Level etc.) and supply of survey Teams comprising of project survey filed staff etc. inclusive of cost of materials, labourer and construction of BM,(satellite imaginary, aerial photogrammetry if considered necessary) etc. complete	1.6		

B Investigation (Fixed cost)

No.	Description	Quantity	Amount (INR)
1	Road and Bridge Inventory	LS	
2	BBD Test and Pavement Evaluation	LS	
3	Roughness Survey	LS	

Consultancy Services for Preparation of Detailed Project Report for Construction of 2-Lane Bridge for Connectivity of Chatham Island and Bambooflat in the Union Territory region of Andaman Nicobar Islands

4	Axle Load Survey	LS		
5	Material Survey and Investigation	LS		
6	Sub-grade Investigation	LS		
7	Traffic Survey	LS		
8	Socio-economic & Census Survey/Studies	LS		
9	Land Acquisition Studies	LS		
10	Any other investigations/surveys	LS		
11	* Sub-Soil Investigation (Boring)	Rate	Qty	Amount (Rs)
	a) In Bridge		8	
	b) In Approaches		8	
	Total			

Note: *Quantities of borings shall be taken from Financial Proposal Form No. V. For Financial Evaluation, these quantities and rates quoted by the Consultant will be considered. However, Payment shall be made on the actual quantity of boring at rates quoted above by the Consultant which may be substantially more or less than the estimated quantities.

Form-IV)**Estimate of Costs for Expatriate Consultants****I. Remuneration of Expatriate Staff including per diem allowances**

No.	Positions	Name	Rate (in US \$)	Man Months	Amount ()
			Total :		

II. Mobilization and Demobilization**1. International Airfares (Fixed costs)**

Position	Round Trips	Rate	Amount
		Total	

II.2 Inland Travel in Home Country (Fixed Costs)**Lump Sum**

2. Other Miscellaneous expenses (like DA, internal travel expenses other incidentals)(fixed cost)

Lump Sum

TENTATIVE QUANTITIES FOR SUB-SOIL INVESTIGATIONS (BORING)**(Form -V)**

S. No	Stretch Proposed for DPR	Approximate Length in Km (Bridge & Approaches)	Package No.	State/UT	Cumulative Tentative Quantities (in m)	
					In Bridge	In Approaches
1	NHIDCL/Chatham-Bamboo Flat/DPR/2016	1.6	As per List at Annex-1	As per List at Annex-1	8	8

Appendix V

**DRAFT
CONTRACT AGREEMENT**

Between

**National Highways & Infrastructure
Development Corporation Ltd.
(Ministry of, Road Transport and
Highways) PTI Building, New Delhi-01**

and

M/sin JV / Association with M/s.....

For

Consultancy Services for Preparation of Detailed Project Report for Construction of 2-Lane Bridge for Connectivity of Chatham Island and Bambooflat in the Union Territory region of Andaman Nicobar Islands

(From location_____to location_____in the state of _____)

**Consultancy Services for Preparation of Detailed Project Report for Construction of 2-Lane Bridge
for Connectivity of Chatham Island and Bambooflat in the Union Territory region of Andaman
Nicobar Islands**

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III. SPECIAL CONDITIONS OF CONTRACT

IV. APPENDICES

Appendix A: Terms of reference containing, inter-alia, the
Description of the Services and Reporting
Requirements

**Consultancy Services for Preparation of Detailed Project Report for Construction of 2-Lane Bridge
for Connectivity of Chatham Island and Bambooflat in the Union Territory region of Andaman
Nicobar Islands**

Appendix B: Consultants' Sub Consultants, Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various report.

Appendix C: Hours of work for Consultants' Personnel

Appendix D: Duties of the Client

Appendix E: Cost Estimate

Appendix F: Minutes of Financial/ Contract Negotiations with the Consultant

Appendix G: Copy of letter of invitation

Appendix H: Copy of letter of acceptance

Appendix I(1): Format for Bank Guarantee for Performance Security for individual work

Appendix I(2): Format for Bank Guarantee for Performance Security for a number of works

Appendix J : Minutes of the Pre-bid meeting

DRAFT CONTRACT FOR CONSULTANT'S SERVICEINDIA CONTRACT FOR CONSULTANTS' SERVICES**Consultancy Services for Preparation of Detailed Project Report for Construction of 2-Lane Bridge for Connectivity of Chatham Island and Bambooflat in the Union Territory region of Andaman Nicobar Islands.**

This CONTRACT (hereinafter called the "Contract") is made on the -----day of the
2015 , between, on the one hand, National Highways & Infrastructure
month of ----- Development Corporation Ltd.
(NHIDCL), New Delhi (hereinafter called the "Client") and,
on the other hand,
M/s ----- in JV with -----
and in Association with
(hereinafter called the "Consultants").

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

- 1 The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (hereinafter called "GC");
- (b) The Special Conditions of contract (hereinafter called "SC");
- (c) The following Appendices:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements

Appendix B: Consultants' Sub Consultants, Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various report.

Appendix C: Hours of work for Consultants' Personnel

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Consultancy Services for Preparation of Detailed Project Report for Construction of 2-Lane Bridge for Connectivity of Chatham Island and Bambooflat in the Union Territory region of Andaman Nicobar Islands

Appendix G: Copy of letter of invitation

Appendix H: Copy of letter of acceptance

Appendix I: Copy of Bank Guarantee for Performance Security

Appendix-J: Minutes of the pre-bid meeting

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF
(National Highways & Infrastructure
Development Corporation Ltd.)

Witness

1 Signature
 Name
 Address

By
Authorised Representative

2. Signature
 Name
 Address

FOR AND ON BEHALF OF
(Consultant)

Witness

1. Signature
 Name
 Address

By
Authorised Representative

2. Signature Name Address

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) “foreign currency” means any currency other than the currency of the Government;
- (d) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of India;
- (g) “local currency” means the currency of the Government;
- (h) “Member”, in case the Consultants consist of a joint venture or consortium of more

than one entity,

means any of these entities, and “Members” means all of these entities;

- (i) “Personnel” means persons hired by the Consultants or by any Sub Consultant as employees and assigned to the performance of the Services or any part thereof; “foreign Personnel” means such persons who at the time of being so hired had their domicile outside India; and “local Personnel” means such persons who at the time of being so hired had their domicile inside India;
- (j) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- (k) “Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
- (l) “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

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

1.2 **Relation between the Parties**

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

1.3 **Governing Law and Jurisdiction**

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

1.4 **Language**

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

1.5 **Table of Contents and Headings**

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

1.6 **Notices**

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

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

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

1.7 **Location**

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

1.8 **Authority of Member in Charge**

In case the Consultants consist of a joint venture of more than one entity, with or

without an Associate the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.9 Authorized Representatives

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

1.10 Taxes and Duties

Unless otherwise specified in the SC, the Consultants shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

2.5 Entire Agreement

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

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

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

2.7.2 No Breach of Contract

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

2.7.3 Measures to be Taken

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

2.7.4 Extension of Time

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

2.7.5 Payments

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

2.7.6 Consultation

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

2.8 Suspension

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

2.9 Termination

2.9.1 By the Client

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

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

2.9.2 By the Consultants

The Consultants may, by not less than thirty (30) day's written notice to the Client, such

notice to be given after the occurrence of any of the events specified in paragraphs

(a) through (d) of this Clause 2.9.2, terminate this Contract:

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

2.9.3 Cessation of Rights and Obligations

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

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

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

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

2.9.6 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

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

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

3.2.2 Consultants and Affiliates not to be otherwise interested in Project

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

Services.

3.2.3 Prohibition of Conflicting Activities

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

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

3.5 Insurance to be taken out by the Consultants

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

3.6 Accounting, Inspection and Auditing

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

3.7 Consultants' Actions requiring Client's prior Approval

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

- (a) appointing such members of the Personnel as are listed in Appendix B;

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

3.8 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in **Appendix A/E** hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.9 Documents prepared by the Consultants to be the Property of the Client

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

3.10 Equipment and Materials furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them in an amount equal to their full replacement value.

4. CONSULTANTS' PERSONNEL

4.1 General

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

4.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Professional / Sub Professional Personnel are described in Appendix B.
- (b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key Professional / Sub Professional Personnel set forth in Appendix B may be made by the Consultants by written notice to the Client, provided

- (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and
 - (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6.1 (b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix B may be increased by agreement in writing between the Client and the Consultants.

4.3 Approval of Personnel

The Key Personnel and Sub Consultants listed by title as well as by name in Appendix B are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, etc.

- (a) Working hours and holidays for Key Professional / Sub Professional Personnel are set forth in Appendix C hereto. To account for travel time, foreign Personnel carrying out Services inside the Government's country shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Government's country as is specified in Appendix C hereto.
- (b) The Key Professional / Sub Professional Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set for in Appendix B. Any taking of leave by Personnel shall be subject to the prior approval of the Client by the Consultants, who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

Removal and/or replacement of Personnel shall be regulated as under:

- 4.5.1** In case notice to commence services pursuant to Clause 2.1 of this Contract is not ordered by Client within 120 days of negotiations the key personnel can excuse themselves on valid grounds, e.g., selection on some other assignment, health problem developed after contract negotiation, etc. In such a case no penalty shall be levied on the Firm or on the person concerned. The firm shall however be asked to give a replacement by an equal or better scoring person, whenever mobilization is ordered.
- 4.5.2** In case notice to commence services is given within 120 days of negotiations there

placement shall be as below:

- a. Replacement up to 33%: Replacement shall be by an equal or better scoring person. Reduction in remunerations for the balance period shall be @ 5% of the monthly rate.
- b. Replacement of more than 33% and up to 50%: Replacement shall be by an equal or better scoring person. Reduction in remunerations for the balance period shall be @ 10% of the monthly rate.
- c. Replacement beyond 50% and upto 66%. Replacement shall be by an equal or better scoring person. Reduction in remunerations for the balance period shall be @ 15% of the monthly rate.
- d. Replacement beyond 66 % shall normally not be considered. However in exceptional circumstances, where it becomes absolutely essential the remunerations of the substitute shall be reduced by 50 % of the original person replaced. Replacement shall be by an equal or better scoring person, The Department may initiate action for termination/debarment of such Consultant for future projects of NHIDCL/ MORTH for a period of 6 months to 24 months depending upon the severity of case.

4.5.3 Replacement after original contract period is over:

There shall be no limit on the replacements and no reduction in remunerations shall be made. The replacement shall however be of equal or better score.

4.5.4 If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable ground to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Employer's written request specifying the grounds therefore, forthwith provide are placement with qualifications and experience acceptable to him.

4.5.5 If the team leader or any other key personnel/ specialist considered pivotal to the project is replaced, the substitute may be interviewed by NHIDCL to assess their merit and suitability.

4.5.6 If any member of the approved team of a Consultant engaged by NHIDCL leaves that Consultant before completion of the job, he shall be barred for a period of 6 months to 24 months from being engaged as a team member of any other Consultant working (or to be appointed) for any other NHIDCL/ MORT&H projects.

4.5.7 In exceptional situations where the replacement with equivalent or better qualification is not available, replacement with lower qualifications than the originally approved may be accepted with reduction in remuneration as per the procedure prescribed below. This kind of relaxation shall however, be limited to replacement of 2 key personnel only in one consultancy contract package.

i) The new proposed personnel as a replacement has to be evaluated as per the criteria fixed at the time of evaluation of original proposal and marks/rating and then:

-If the original personnel (included in the original proposal based on which the contract was awarded) is to be replaced at the instruction of NHIDCL and the new proposed personnel is having less qualification/ experience i.e marks/rating (but fulfilling the minimum requirement as per TOR), his remuneration would be reduced by 15% over and above the stipulated conditions in the contract because of

less qualified personnel.

-If the original personnel (included in Contract Agreement) is to be replaced by the Consulting firm and the new proposed personnel is having less qualification/ experience (marks/rating), then his remuneration would be decreased proportionally in comparison to the marks of the original personnel. This will also take into account the contract condition and if the proposed reduction is less than that stipulated in contract condition, it would be as per the contract provision.

It will be ensured that the new proposed personnel should score at least 75% of the marks of the originally approved key personnel. Both the Consulting firm and the proposed personnel should give the undertaking in the format available in Form VII of Appendix II along with the replacement CV.

- ii) The CV should be signed by personnel and the consulting firm in every page. If the CV is found incorrect at later date, the personnel accepted would be removed from the assignment and debarred from further NHIDCL/ MORT&H works for an appropriate period to be decided by NHIDCL and the new proposed personnel in place of removed personnel would be paid 15% less salary than the original personnel. 15% reduction in the salary will be imposed as penalty for submitting the incorrect information. This penalty will be imposed only once. If the same consulting firm submits incorrect information again second time, necessary action will be taken by NHIDCL to black list the firm.

4.6 Resident Project Manager

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

5. OBLIGATION OF THE CLIENT

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) provide the Consultants, Sub Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub Consultants or Personnel to perform the Services;
- (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- (c) facilitate prompt clearance through customs of any property required for the Services;
- (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded

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

5.3 **Change in the Applicable Law**

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

5.4 **Services, Facilities and Property of the Client**

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

5.5 **Payment**

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

6. **PAYMENT TO THE CONSULTANTS**

6.1 **Cost Estimates ; Ceiling Amount**

- (a) An abstract of the cost of the Services payable in **local currency (Indian Rupees)** is set forth in **Appendix E**.
- (b) Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1(c), the payments under this Contract shall not exceed the ceiling specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of the ceiling.
- (c) Notwithstanding Clause 6.1(b) hereof, if pursuant to Clauses 5.4 hereof, the Parties shall agree that additional payments shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause 6.1(a) above, the ceiling set forth in Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment

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

6.3 Mode of Billing and Payment

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

(a) The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and **ii) in such form as the Client shall have approved in writing.**

(b) Payment Schedule

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

S.No	Description	Week	Payment
1	On submission of Inception Report	4	10%
2	On Submission of Final feasibility report	12	20%
3	On Submission of draft preliminary project report	16	15%
4	On Submission of Draft Detailed Project Report and Bidding Documents	20	20%
5	On approval of Final Detailed Project Report and Bidding Documents	24	25%
6	On submission of required project clearances from the concerned agencies	26	10%
	Total		100%
<i>Note: Consultants have to provide a certificate that all the key personnel as envisaged in the Contract Agreement have been actually deployed in the projects. They have to furnish the certificate at the time of submission of their bills to NHIDCL from time to time.</i>			

Note: Consultants have to provide a certificate that all key personnel as envisaged in the Contract Agreement has been actually deployed in the project. They have to submit this certificate at the time of submission of bills to NHIDCL from time to time. Further approval of the various stages of the services rendered by the Consultant is mandatory to release the payment for that stage of the payment schedule.

* Since, the contract is for a combination of stretches mentioned at S. No. __ on ____ the computation to the above could be computed pro rata length wise based on the completion of Mile Stone for various stretches

No payment shall become eligible for the next stage till the Consultant completes to the satisfaction of the client the work pertaining to the preceding stage. The payment for the work of sub-soil investigation(Boring)will be as per plan approved

by the client and will be paid as per actual at the rates quoted by the Consultants. The payment for the quantity given by the client for boring will be deemed to be included in the above mentioned payment schedule. Any adjustment in the payment to the Consultants will be made in the final payment only.

- (d) The Client shall cause the payment of the Consultants in Para 6.4 (b) above as given in schedule of payment within thirty (30) days after the receipt by the Client of bills. Interests at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory one hundred and eighty (180) calendar days after receipt of the final report and satisfactory one hundred and eighty (180) calendar days after receipt of the final report and final statement by the Client unless the Client, within ninety(90) day period, gives Consultants specifying in written notice to the detailed deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client as paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above

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

7. Responsibility for Accuracy of Project Documents

7.1 General

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

The Consultant shall be fully responsible for the accuracy of design and drawings of the bridges and structures. All the designs and drawings for bridges and structures including all their components shall be fully checked by a Senior Engineer after completion of the designs. All drawings for bridges and structures shall be duly signed by the (a) Designer, (b) Senior Checking Engineer, and (c) Senior Bridge / Structure Expert. The designs and drawings not signed by the three persons mentioned above shall not be accepted. The Consultant shall indemnify the Client

against any inaccuracy / deficiency in the designs and drawings of the bridges and structures noticed during the construction and even thereafter and the Client shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.

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

7.2. Retention Money

An amount equivalent to 5% of the contract value shall be retained at the end of the contract for accuracy of design and quantities submitted and the same will be released after the completion of civil contract works or after 3 years from completion of consultancy services, whichever is earlier. The retention money will however be released by the Client on substitution by Bank Guarantee of the same amount valid up to the period as above.

7.3. Penalty

7.3.1. Penalty for Error/Variation

i) If variation in any of the main quantities of work like earth work including sub grade, GSB, WMM, Bituminous works (BM/DBM/AC/BC), drains, total concrete quantities and reinforcing steel in bridge works or overall project cost, found during execution is more than +/- 15%, the penalty equivalent to 5% of the contract value shall be imposed. For this purpose retention money equivalent to 5% of the contract value will be forfeited. This shall exclude any additional/deletion of items/works ordered during the execution.

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

Sl. No.	Item	Penalty (%age of contract value)
1	Topographic Surveys	0.5 to 1.0
	<i>a) The horizontal alignment does not match with ground condition.</i>	
	<i>b) The cross sections do not match with existing ground.</i>	
	<i>c) The co-ordinates are defective as instruments of desired accuracy not used.</i>	
2	Geotechnical Surveys	0.5 to 1.0
	<i>a) Incomplete surveys</i>	
	<i>b) Data not analysed properly</i>	
	<i>c) The substrata substantially different from the actual strata found during construction.</i>	
3	Traffic data found to be varying by more than 25% on resurvey at a later date, unless there are justifiable reasons.	0.2 to 0.5
4	Axle load data found to be varying by more than 25% on resurvey at a later date, unless there are justifiable reasons.	0.20 to 0.5

5	Structural Designs found to be unsafe or grossly over safe.	1.0 to 2.0
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7.3.2 Penalty for delay

In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 10% of the contract value will be imposed and shall be recovered from payments due/performance security. However in case of delay due to reasons beyond the control of the Consultant, suitable extension of time will be granted.

7.3.3 Total amount of recovery from all penalties shall be limited to 20% of the Consultancy Fee.

7.4 ACTION FOR DEFICIENCY IN SERVICES

7.4.1 Consultants liability towards the Client

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

7.4.2 Warning/ Debarring

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

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Contract

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

9. SETTLEMENT OF DISPUTES

9.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

9.2 Dispute Settlement

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

10. Change of Scope

The change of Scope on account of variation of total length of the Bridge including the approaches from the indicative length as given at Annex-1 of Letter of Invitation of the RFP shall be dealt as follows

- i) During the course of consultancy services in case it is considered necessary to increase/decrease the scope of services (in terms of total length of the Bridge including the approaches as compared to indicative Length as given in the RFP) by the client the same shall be notified by Change of scope notice. Similarly, if the Consultant determines that change of scope is needed, he shall inform of the same to the Client. The Client will examine and shall either reject the proposal or issue change of scope notice.
- ii) The Consultancy fee shall be revised on account of change of scope as below:
 - In case the total length of project increase/ decrease up to more 10% of indicative length given in the RFP : No change in Consultancy Fees
 - In case the increase/ decrease in total length of project is more than 10 % of the indicative length as given in the RFP: The consultancy fee shall be increased/ decreased in the same proportion in which the length of the project road is increased/ decreased beyond 10%.
 - In case the length of 4 lane road is increased up to 10% of the length as indicated in the RFP :No change in Consultancy Fees
 - In case the total length of the Bridge including the approaches is increased by more than 10% of the length as indicated in the RFP : The consultancy fee shall be increased by 0.25 times the average quoted rate (Rs per km) for the increased length beyond 10%

SPECIAL CONDITIONS OF CONTRACT**Number of**

GC Clause

A. Amendments of, and Supplements to, Clauses in the General Conditions1.1(a) The words “**in the Government’s country**” are amended to read “**in INDIA**”1.4 The language is: **English**

1.6.1 The addresses are:

For the Client: Managing Director
National Highway & Infrastructure Development Corporation Ltd.
PTI Building, 3rd Floor , 4, Parliament Street, New Delhi-110001

Attention : General Manager (Technical)
National Highway & Infrastructure Development Corporation Ltd.
PTI Building, 3rd Floor , 4, Parliament Street, New Delhi-110001
Ph. 011-23711101, Mobile-9810907150
Email: gmt1nhidcl@gmail.com

For the Consultants:

Attention:	Name		
	Designation		
	Address		
	Tel:	Fax:	E-mail address

1.6.2 Notice will be deemed to be effective as follows:

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

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

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1.9 The Authorized Representatives are:

For the Client : (--)

Managing Director ,NHIDCL (--)

For the Consultant: Name

Designation

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

Consultancy Services for Preparation of Detailed Project Report for Construction of 2-Lane Bridge for Connectivity of Chatham Island and Bambooflat in the Union Territory region of Andaman Nicobar Islands

2.1 The effectiveness conditions are the following:

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

2.2 The time period shall be "four months" or such other time period as the parties may agree in writing.

2.3 The time period shall be "fifteen days" or such other time period as the Parties may agree in writing.

2.4 The time period shall be ----- **months** or such other time period as the parties may agree in writing.

3.4 Limitation of the Consultants' Liability towards the Client

- (a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:
 - (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

3.5 The risks and the coverage shall be as follows:

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

- (b) Third Party liability insurance with a minimum coverage, for Rs. 1.00 million for the period of consultancy.
 - (c) (i) The Consultant shall provide to NHIDCL Professional Liability Insurance (PLI) for a period of **Five years** beyond completion of Consultancy services or as per Applicable Law, whichever is higher.
 - (ii) The Consultant will maintain at its expense PLI including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, **(A)** For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR **(B)** the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of **(A) or (B) is higher**.
 - iii) The policy should be issued only from an Insurance Company operating in India.
 - iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy" (AOP) and in no case should be for an amount less than stated in the contract.
 - v) If the Consultant enters into an agreement with NHIDCL in a joint venture or 'in association', the policy must be procured and provided to NHIDCL by the joint venture/in association entity and not by the individual partners of the joint venture/ association.
 - vi) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of NHIDCL. The insurance company may provide an undertaking in this regard.
 - (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement
- 3.9 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
- 4.6 The person designated as Team Leader cum Senior Highway Engineer in Appendix B shall serve in that capacity, as specified in Clause 4.6
- 6.1 (b) The ceiling amount in local currency is **Rs..... Excluding Service Tax)**
- 6.3 (a) No advance payment will be per made. 6.3 (e) The interest rate is : @ 12% annum 6.3 (f) **The account is :**
- 9.2 Disputes shall be settled by arbitration in accordance with the following provisions:
- 9.2.1 **Selection of Arbitrators**
- Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator

or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the president, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the later of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- (c) If, in a dispute subject to Clause SC 9.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

9.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract

9.2.3 Substitute Arbitrators

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

9.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.2.1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

9.2.5 Miscellaneous

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in DELHI

- (b) the English language shall be the official language for all purposes; and [Note: English language may be changed to any other Language, with the agreement of both the Parties.]
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
- (d) The maximum amount payable per Arbitrator in Arbitration clauses shall be as under

S.No	Particulars	Maximum amount payable per Arbitrator/ per case
1	Arbitrator fee	Rs 15,000/- per day subject to a maximum of Rs 4 lacs or Rs 2.5 lacs (lump sum) subject to publishing the award within 12months.
2	Reading charges	Rs 15,000/-
3	Secretarial Assistance and Incidental charges (telephone, fax, postage etc)	Rs 20,000/-
4	Charges for publishing/ declaration of the award	Rs 20,000/-
5	Other expenses (As per actual against bills subject to maximum of the prescribed ceiling (given below)	
	Traveling expenses	Economy class (by air), First class AC (by train) and AC Car (by road)
	Lodging and Boarding	a) Rs 15,000/- per day (in metro cities) b) Rs 7,000/- per day (in other cities)
		c) Rs 3,000/- per day if any Arbitrator makes their own arrangements.
6	Local travel	Rs 1,500/- per day
7	Extra charges for days other than hearing/ meeting days (maximum for 2 days)	Rs 3,500/- per day
Note:-	<p>1. Lodging boarding and traveling expenses shall be allowed only for those members who are residing 100 kms. away from place of meeting.</p> <p>2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities.</p>	

In exceptional cases, such as cases involving major legal implications/ wider ramifications/ higher financial stakes etc., a special fee structure could be fixed in consultation with the Contractor/ Supervision Consultants and with the specific approval of the Managing Director NHIDCL before appointment of the Arbitrator,

Appendix A

Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements

Appendix B

Consultants' Sub Consultants, Key Personnel and Sub Professional Personnel

Appendix C

Hours of work for Consultants' Personnel

The Consultant's personnel shall normally work for 8 hours in a day and six days a week. Normally Sundays shall be closed for working. In addition they shall also be allowed to avail holidays as observed by the Client's office in the relevant state without deduction of remunerations. In case any person is required to work on Sunday or Holiday due to exigency of work, he/she shall be given compensatory leave within the next 15 days.

Appendix D

Duties of the Client

Appendix E

Cost Estimate

Appendix F

Minutes of Financial/ Contract Negotiations with the Consultant

Appendix G:

Copy of letter of invitation

Appendix H:

Copy of letter of acceptance

Appendix - I

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

To,
Managing Director,
National Highway and Infrastructure Development Corporation Ltd.
PTI Building, 3rd Floor,
4, Parliament Street
New Delhi - 110001

In consideration of “**National Highway and Infrastructure Development Corporation Ltd.**” (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....having its office at

(Hereinafter referred to as the “Consultant” which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client’s Contract Agreement no. / Letter of Award No. dated

..... and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs...../- (Rupees.....) excluding service tax for:

“Consultancy Services for Preparation of Detailed Project Report for Construction of 2-Lane Bridge for Connectivity of Chatham Island and Bambooflat in the Union Territory region of Andaman Nicobar Islands”

(Hereinafter called the “Contract”), and the Consultant having agreed to furnish a Bank Guarantee to the Client as Performance Security as stipulated by the Client in the said Letter of Award for performance of the above Contract amounting to Rs...../- (Rupees.....).

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

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

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the consultant and to exercise the same at any time

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in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the

Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

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

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

Notwithstanding anything contained herein,

- a) Our liability under this Bank Guarantee is limited to Rs.
.....(Rupees.....) and it shall remain in force up to and includingand shall be extended from time to time for such period as may be desired by M/s....., on whose behalf this guarantee has been given.
- b) This Bank Guarantee shall be valid up to
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee).

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)

NOTE for Issuing Bank (Not to be included in the BG):-

- (i) The bank guarantee(s) contain(s) the name, designation and Code number of the officer(s) signing the guarantee(s).

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- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.
- (iii) The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).
- (iv) The Guarantor shall also send information about the issuance of this Guarantee through SFMS gateway to the Syndicate Bank, Transport Bhawan, New Delhi – 110001 (SYNB09062) to aid in the process of confirmation of Bank Guarantee.

FORM OF AGREEMENT

This agreement made the _____ day of _____ 2015 between the National Highway Infrastructure Development Corporation Ltd, New Delhi (hereinafter called "the Employer" of the one part and _____ (here in after called "the Contractor") of the other part.

AND WHEREAS the Employer invited bids from eligible bidders of the execution of certain works, viz **"Consultancy Services for Preparation of Detailed Project Report for Construction of 2-Lane Bridge for Connectivity of Chatham Island and Bambooflat in the Union Territory region of Andaman Nicobar Islands"**

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

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

AND WHEREAS pursuant to the bid submitted by the Contractor vide _____ (hereinafter referred to as the "the Offer"), the employer has by his letter of acceptance no. _____ - dated _____ accepted the offer submitted by the Contractor for the execution and completion of such works and the remedying of any defects therein, on terms and conditions in accordance in the conditions of particular application and condition included hereinafter;

AND WHEREAS the contractor has agreed to undertake such works and has furnished a performance security pursuant to clause 7.1 of Section-3.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement works and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to;
2. The following documents shall be deemed to form and be read and constructed as part of this agreement viz.
 - a) The Contract Agreement,
 - b) Letter of Acceptance,
 - c) Contractor's Bid,
 - d) Contract Data, if any
 - e) Conditions of Contract
 - f) Bill of Quantities
 - g) Any other document
3. The foregoing documents shall be constructed as complementary and mutually explanatory one with another. Should any ambiguities or discrepancy be noted then the order of precedence of these documents shall subject to the condition of

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particular applications be as listed above.

4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respect with the provisions of the contract.
5. the employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties here to have caused this agreement to be executed the day and year first before written.

Signed, sealed and delivered by the said Employer through his Authorized Representative and the said Contractor through his Power of Attorney holder in the presence of:

Binding Signature of Employer _____

For and on behalf of National Highway& Infrastructure Development Corporation Ltd,
New Delhi – 110 001

Binding Signature of Contractor _____

In the presence of

1. Name:

Address:

2. Name:

Address:

In the Presence of

1. Name:

Address:

2. Name:

Address:

For and on behalf of National Highway& Infrastructure Development Corporation Ltd,
New Delhi – 110 001

Binding Signature of Contractor _____

In the presence of

1. Name:

Address:

2. Name:

Address:

In the Presence of

1. Name:

Address:

2. Name:

Address:

INTEGRITY PACT

BETWEEN

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

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

AND

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) for (**Name of the contract**) (**hereinafter referred to as the 'Project'**). The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Contractor(s)/Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Contractor(s)/Bidder(s) the same information and will not provide to any Contractor(s)/Bidder(s), confidential/additional information through which the Contractor(s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. **The Principal shall** obtain bids from **only** those parties who have been short-listed or pre qualified or through a process of open advertisement/web publishing or any combination thereof.

(2) If the Principal obtains information on the conduct of any of its employees, Contractor(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and **subject to its discretion**, can **additionally** initiate disciplinary actions.

(3) The Principal will enter into agreements with identical conditions with all

Contractor(s)/Bidder(s) for the different Work Packages in the aforesaid Project

- (4) The Principal will disqualify from the tender process all Contractor(s)/Bidder(s) in the range of Rs 50 Crore and above, who do not sign this Pact or violate its provisions.

Section 2 - Commitments of the Bidder(s) / Contractor(s)

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

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

- (1) If the Bidder(s)/ Contractor(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or terminate the contract, if already awarded, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of GCC /SCC of the tender/contract.
- (2) If the Contractor(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Contractor(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.
- (3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the contractor from further tender/contract award processes.
- (4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (5) If the Contractor(s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

Section 4: Compensation for Damages

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

The Contractor(s)/Bidder(s) be in addition to the Bidder(s)/Contractor(s), as terms of Section 3 above, understands and agrees that this will disqualification and exclusion of the may be imposed by the Principal in

Section 5: Previous transgression

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

Section 6: Independent External Monitor / Monitors

- (1) The Principal shall, in case where the Project Value is in excess of Rs 50 Crore and above, appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.
- (2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the MD, NHIDCL. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid Monitor.
- (3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Managing Director, NHIDCL.
- (4) The Bidder(s)/Contractor(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s) /Contractor(s) with confidentiality.
- (5) The Principal will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor.
- (6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the Principal and request the Principal to

discontinue and/or take corrective action, or to take other relevant action (s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.

- (7) The Monitor will submit a written report to the MD, NHIDCL within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.
- (8) If the Monitor has reported to the MD, NHIDCL, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, NHIDCL, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, NHIDCL / MD.
- (9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

Section 7 Criminal Contractor(s)/charges against violating Bidder(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or an associate of a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the Chief Vigilance Officer, NHIDCL/MD.

Section 8 - Duration of the Integrity Pact

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

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

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

Section 9 - Other provisions

- (1) This Agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/
Contractor)

(Office Seal)

(Office Seal)

Place —

Date —

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)