

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
तीसरी मंजिल, पीटीआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110 001

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India

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सार्वजनिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

No. NHIDCL/DPR/ MC-DD-TC/ Arunachal Pradesh /2017

Date: 16.02.2018

To,

M/s Technocrats Advisory Services Private Limited in association
with Agnitio Infrastructure Projects Pvt. Ltd.

1492, First Floor, Wazir Nagar, Street No.-05,

Timber Market, Kotla, Mubarakpur,

New Delhi-110003

Email: taspl.2014.bd@gmail.com

Kind Attention: Shri. S.K. Upadhyay, Authorized Representative

Subject:- "Consultancy Services for carrying out Feasibility Study, Preparation of Detailed Project Report and providing pre-construction services in respect of Two Laning with paved shoulder NH configuration of (i) Margherita-Changlang (ii) Daporijo (Upper Subansiri) to Dollungmukh (Lower Subansiri) via Dumporijo connecting NH-15 at Ananda Bagan(125km) (iii) Tezu-Chapakhawa Via Sunpura section in the state of Arunachal Pradesh as In-Principle New National Highways (NHs) on Engineering, Procurement and Construction mode." – **Letter of Acceptance (LOA) regarding.**

Sir,

This is to notify you that your bid date 15.12.2017 for "Consultancy Services for carrying out Feasibility Study, Preparation of Detailed Project Report and providing pre-construction services in respect of Two Laning with paved shoulder NH configuration of (i) Margherita-Changlang (ii) Daporijo (Upper Subansiri) to Dollungmukh (Lower Subansiri) via Dumporijo connecting NH-15 at Ananda Bagan(125km) (iii) Tezu-Chapakhawa Via Sunpura section in the state of Arunachal Pradesh as In-Principle New National Highways (NHs) on Engineering, Procurement and Construction mode." for the Contract Price of Rs. 4,54,77,000/- in words (Rupees Four Crore Fifty Four Lakh Seventy Seven Thousand only), excluding GST is here by accepted by National Highways & Infrastructure Development Corporation Ltd.

Accordingly, pursuant to clause 7.0 of LOI of the RFP, you are requested to furnish an unconditional Bank Guarantee Towards Performance Security for Rs. 45,47,700/- (Rupees Forty Five Lakh Forty Seven Thousand Seven Hundred Only) within 15 days from the date of this LOA.

Yours faithfully,

(Y.C. Srivastava)

General Manager (Tech)

Enclosed Minutes of Contract Negotiation

Copy for information and necessary action:

1. General Manager (P), Arunachal Pradesh
2. Executive Director (P), Guwahati.

National Highways and Infrastructure Development Corporation Ltd

Subject: Minutes of Meeting regarding Contract Negotiations for "Consultancy Services for carrying out Feasibility Study, Preparation of Detailed Project Report and providing pre-construction services in respect of Two Laning with paved shoulder NH configuration of (i) Margherita-Changlang (ii) Daporijo (Upper Subansiri) to Dollungmukh (Lower Subansiri) via Dumporijo connecting NH-15 at Ananda Bagan(125km) (iii) Tezu-Chapakhawa Via Sunpura section in the state of Arunachal Pradesh as In-Principle New National Highways (NHs) on Engineering, Procurement and Construction mode." held at NHIDCL, New Delhi on 05.02.2018 & 12.02.2018.

Present:

(A) **For National Highways and Infrastructure Development Corporation Ltd.**

1	Shri Sanjay Jaju, Director (A &F)	Chairman
2.	Shri Col. Ajay Ahluwalia, Exe.Director - I	Member
3.	Shri Y.C Srivastava, GM(Tech)	Member Secretary
4.	Shri A.K. Jha , DGM (Tech)	Presenting officer

(B) **For Consultants- M/s Technocrats Advisory Services Private Limited in association with M/s Agnitio Infrastructure Projects Pvt. Ltd.**

Shri S.K. Upadhyay, Authorized Representative

1. **Opening remarks**

At the outset, the Director (A &F) welcomed the participants and expressed the hope that negotiations would be fruitful and would lead to early finalization of a binding contract. He further insisted for accomplishing the assignment on fast track. The Consultant's representative Shri S.K. Upadhyay thanked the Committee on behalf of the Consultants for the invitation and assured to put in all efforts to come up to NHIDCL requirements.

2. **Confirmation of Personnel**

2.1 During the meeting, the Consultant was apprised that 8 key personnel are required to be deployed by the consulting firm for the assignment and these would be (i) Team Leader- Senior Highway Engineer, (ii) Senior Bridge Engineer, (iii) Highway cum Pavement Engineer, (iv) Material-cum-Geo-technical Engineer- Geologist, (v) Traffic and Safety Expert, (vi) Senior Survey Engineer, (vii) Environment Specialist and (viii) Quantity Surveyor/Documentation Expert.

2.2 Consultant has been asked to replace the key personnel Highway cum Pavement Engineer vide NHIDCL's letter dated 01.02.2018 as already engaged in other projects. Accordingly, Consultant has proposed Mr. Shiva Shanker Singh as a replacement of Mr. Nagesh Sachan. The CV submitted by the Consultant has been evaluated in accordance with the RFP and the following is respective comparative score.

Sr. No.	Key Personnel	Marks Scored by the replaced candidate	Marks scored (original candidate)
1.	Highway cum Pavement Engineer	90	84



- 2.3 Thereafter, the Consultant's authorized representative presented the 8 key personnel i.e. (i) Team Leader- Senior Highway Engineer, (ii) Senior Bridge Engineer, (iii) Highway cum Pavement Engineer, (iv) Material-cum-Geo-technical Engineer-Geologist, (v) Senior Survey Engineer and (vi) Environment Specialist for interaction on 05.02.2018 and (vii) Traffic and Safety Expert, (viii) Quantity Surveyor/Documentation Expert for interaction on 12.02.2018. All found suitable for the assignment. The Attendance Sheet and undertaking is enclosed as per Annexure-I & Annexure-II respectively.
3. **Terms of Reference and Scope of Work**
The general points of clarification regarding Terms of Reference and Scope of Work were discussed and addressed by the Committee. The Consultant confirmed that they have understood the requirement of the assignment as given in the Terms of Reference and have accordingly constituted their team of key personnel with adequate expertise.
4. **Work Plan and Personnel Schedule**
(i) The Consultant explained the proposed work plan and proposed induction of personnel for effective execution of the tasks set-forth in Terms of Reference.
(ii) It was intimated that the construction agency for the work is required to be shortlisted and as such timely submission of the reports shall be required. The consultant agreed to sign the Contract agreement soon after receipt of LOA and begin the assignment accordingly to ensure the set timelines.
5. **Conclusion on Technical points**
The following points were discussed and agreed during negotiations.
- (i) **Substitution of Key Personnel**
It shall be governed by clause 4.5 of GCC.
- (ii) **Professional Liability Insurance:**
The Consultant shall provide to NHIDCL the necessary insurances in the manner, form and amount in pursuant to clause 3.4& 3.5 of GCC.
6. **Conclusion on Financial Matters**
- (i) The Consultant's Representative was informed all the expenses under the contingencies shall be incurred with prior approval of NHIDCL.
- (ii) The original Financial Proposal amounts to Rs. 4,54,77,000/- (Excluding GST) in words (Rupees Four Crore Fifty Four Lakh Seventy Seven Thousand only).
- (iii) The man-month rates shown against each personnel are inclusive of overtime period. The working hours shall match the working hours suiting to the requirement of the work. All such cost shall be borne by the Consultant within the man month rates. Any extra cost on account of this, if any, shall be borne by the Consultant only.
7. **Taxes**
Since GST Act, 2017 has been implemented, as such applicability of GST shall be as per Government guidelines



The image shows three handwritten signatures in blue ink. The first signature on the left is a stylized, cursive mark. The middle signature is also cursive and appears to be a variation of the first. The third signature on the right is more legible, written in a clear, slightly slanted cursive style, and appears to read 'Ajay' followed by a surname.


8. **Integrity Pact**

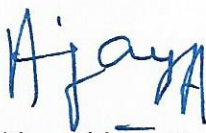
Further, the Consultant was apprised that it shall be required to sign the Integrity Pact as per the format at the time of signing of Contract Agreement. The Consultant's Representative agreed for the same.

9. **Recommendations of the Committee.**

The Committee found the negotiations successful and recommends awarding the work to Consultant, M/s Technocrats Advisory Services Private Limited in association with M/s Agnitio Infrastructure Projects Pvt. Ltd at a cost of Rs. 4,54,77,000/- (Excluding GST) in words (Rupees Four Crore Fifty Four Lakh Seventy Seven Thousand only).

The meeting ended with a vote of thanks to the Chair.


Sanjay Jaju, IAS
Director(A&F)
Chairman


Col. Ajay Ahluwalia
Exe. Director - I
Member


Y.C. Srivastava
GM(Tech)
Member Secretary


A.K. Jha
DGM(Tech)
Presenting Officer

Accepted by:

Shri S.K. Upadhyay
Authorized Representative