

**National Highways & Infrastructure Development Corporation Limited**



(Ministry of Road Transport & Highways)  
(Government of India)

## Request for Proposal (RFP)

For

*Consultancy Services as Authority's Engineer for Supervision of Development of Inland Water Transport (IWT) Terminal at MMLP Jogighopa, Assam.*

**SEPTEMBER, 2023**

**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.**

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

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## REQUESTFORPROPOSAL(RFP)

### SECTION1:INFORMATIONTOCONSULTANTS

#### Sub.:Consultancy Services as Authority's Engineer for Supervision of Development of Inland Water Transport (IWT) Terminal at MMLP Jogighopa, Assam on EPC mode.

1. The National Highways & Infrastructure Development Corporation Limited (NHIDCL) (the'Employer') invites proposals from eligible Consultants for engaging an Authority's Engineer (AE) on the basis of National Competitive Bidding for the following contract package in the State of Assam.

TABLE1:DETAILSOFPROJECT

S.No.	ConsultancyPackage	State	ProjectStretch/ Location	ProjectCost (Rs. in Cr.)	AssignmentPeriod(Months)
1	Development of Inland Water Transport (IWT) Terminal at MMLP Jogighopa, Assam.	Assam	Jogighopa	₹ 63.90 Cr,	18 months of Construction Period + 60 months of Maintenance Period.

2. Deleted.
3. Deleted.
4. Bid must be submitted online at e-tender portal of NHIDCL,<https://eprocure.gov.in> on or before 21.09.2023 at 1500hrs.
5. Selection of AE shall be as per selection procedures given in the Model Agreement for Engineering Procurement and Construction. The selected AE shall be intimated to the Contractor.
6. The proposal shall be submitted in English Language and all correspondence would be in the same language.
7. National Highways & Infrastructure Development Corporation Limited (NHIDCL) (Name of Employer) *intends to appoint a Consultant to act as Authority's Engineer for implementation of the EPC project.* As per the Terms and Conditions of theEPC Agreement (s), the Authority's Engineer shall perform all the duties as per TOR given in this RFP along with any amendment thereof. The selection of Independent Engineer shall follow the laid down procedures given in the Contract Agreement signed between Employer and Contractor.
8. The interested consultancy firms may download the RFP document from the official website of the Employer. The bidders shall deposit the cost of the RFP document of Rs. 5,900/- (Non refundable) including GST online (RTGS/NEFT/Other online mode) to a facility provided by the IndusInd Bank. to the NHIDCL's Bank account as specific in Data sheet. The RFP will be invited through e-tendering portal. Refer procedure under e-tendering for submission of RFP through-tendering. For further details and step by step process regarding e-BG and online payment, NHIDCL Office Order dated 22nd March may be referred-which can be referred on NHIDCLs website.

9. The RFP will be invited through e-tendering portal. Refer procedure under e-tendering for submission of RFP through as per schedule as given in Critical Date Sheet as under:-

S. No	Event Description	Date
1.	Invitation of RFP (NIT)	01.09.2023
2.	Last date for receiving queries	11.09.2023
3.	Pre-BID meeting	11.09.2023 (1500 hrs)
4.	Authority response to queries latest by	14.09.2023
5.	Last date of Request for BID Document	21.09.2023
6.	Bid submission End Date (online) (Physical submission of Bid Documents / PoA, if any, to be intimated later)	21.09.2023 (1500 hrs)
7.	Opening of Technical BIDs at venue	22.09.2023 (1500 hrs)
8.	Date of uploading of list of Technically Qualified Applicants	To be intimated later
9	Date of Opening of Financial Bids of Qualified Applicants	To be intimated with the result of technical evaluation
10	Letter of Award (LOA)	To be intimated later
11	Validity of BID	120 days from bid due date

10. Unqualified bidders would be informed regarding their non qualification, without any explanation.
11. The proposal should be submitted by consultancy firms in two parts. The two parts of the proposal are **Part1: Technical Proposal** and **Part2: Financial Proposal**. For a given EPC Project, Stage -1 of the Evaluation shall consider the evaluation of the Technical Proposal (i.e.Part1). The firms scoring the qualifying marks (minimum 75%) as mentioned in RFP shall only be considered for further evaluation. Understage 2, the financial proposal of such firms as selected above shall be opened and evaluated. Proposals will finally be ranked according to their combined technical and financial scores as specified in clause 5 of section 2.
12. The total time period for the assignment as Authority's Engineer will be for Construction Period of 18 months + Maintenance Period of 60 Months with reduced manpower.
13. Consultants may apply either as a sole firm or forming Joint Venture with other consultants. In case of Joint Venture, the maximum number of Joint Venture partners is limited to 2 (i.e.one lead+1 JV partners). Formulation of more than one JV/association with different partners for the same work is not allowed and all such proposal involving the firms shall be treated as non-responsive. If the Consultant submits bids as sole applicant and also in JV/Association with another consultant, both bids shall be summarily rejected. No Consultant shall submit more than one bid.
14. (A) The Applicant whether a sole applicant or lead member with joint venture may

include any number of Associate to provide technology in assignment (refer para 10 (iii) of data sheet). The Associate firm can provide equipment based inspection services for any of the necessary equipment based on the requirement. All necessary Equipment's, vehicles and materials required to carry out the consultancy assignment shall be consultant's responsibility and cost of such equipment's, vehicles and materials shall be included in the quote submitted by the consultant. No additional payments shall be made to the consultant. However, the Associate(s) cannot be common for 2 or more bidders. If any Associate is common with 2 or more bidders, all those bids shall be declared non-responsive. Hence, the bidder may ensure on his own that the associate proposed by him is not proposed by any other bidder participating in the same assignment and the bidder is solely responsible in this regard.

(B) In addition, the applicant whether a sole applicant or lead member with jointventure may also include an Associate for providing key personnel. In such case, the applicant should submit an MOU with associate regarding role and responsibility of Associate Company. However, the maximum no. of key personnel from Associate firm during RFP proposal and implementation of contract should be limited to two (2).

15. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the NHIDCL any other right or remedy hereunder or in law or otherwise, the Applicant shall be debarred from participating in the future projects of the NHIDCL in the following situations
- (a) If an Applicant withdraws its proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time.
  - (b) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement.
16. Consulting firms meeting the following criteria are only eligible for applying for this assignment. Firms not meeting these criteria, need not apply.

\* The construction period to be indicated in the RFP by concerned Technical Division inviting the RFP.

**A). Eligibility criteria for sole applicant firm.**

S.No.	Experience of the firm in last 7 years		Annual Turnover
	Preparation of DPR (IWT/ Equivalent)	Project Supervision/ IC (IWT/ Equivalent)	
1(a).	The firm should have minimum experience of preparation of Detailed Project Report/ Feasibility Study cum Preliminary Design Report of Inland Water Transport (IWT) Terminal/ Ports PMC/Technical Support Services project of Multimodal	The firm should have minimum experience of Project Supervision/ Independent Engineer/ Consultant/ PMC of Inland Water Transport (IWT) Terminal/ Ports PMC/Technical Support Services project of Multimodal Terminal/Jetties construction, where scope of design review and modification equal to 3 times in	Annual turnover (updated average of last 3 years) of the firm from consultancy business should be equal to or more than 2% of Estimated Project Cost.

	Terminal/Jetties construction, where scope of design review and modification is there equal to 2 times or more in cost of similar category for which RFP is invited.	cost or more of similar category for which RFP is invited.	
1(b)		Firm should also have experience of Project Supervision/Independent Engineer/Authority'Engineer/ PMC of at least one project of similar category of Inland Water Transport (IWT) Terminal/ Ports work of cost equal to 40% of project cost.	

PMC/Technical Support Services project of Multimodal Terminal/Jetties construction, where scope of design review and modification is there. Similar project means capacity and experience in Ports, Inland Water Transport Terminal projects on river/sea banks protruding in to the river/sea and other projects having similar nature of work of comparable size as applicable for the project for which RFP is invited.

**B). Eligibility Criteria for partners in case of JV (not more than 1 JV partners shall be allowed) shall be as under:**

The lead partner must fulfill at least 50% of requirements at 1(a) of table in para (A) above and other JV partner should fulfill atleast 30% of eligibility criteria as indicated at 1(a) of table in para (A) above. Also the lead partner and JV partner jointly should meet the eligibility criteria as mentioned at 1(a) of table in para (A) above. Lead partner should meet the criteria 1(b) of table in para (A) above.

Note: The weightage given for experience of a firm would depend on the role of the firm in the respective assignments. The firm's experience would get full credit if it was the sole firm in the respective assignment. If the applicant firm has completed projects as JV with some other firms, weightage shall be given as per the JV share. However, if the applicant firm has executed the project as associate with some other firms, 25% weightage shall be given to the applicant firm for the projects completed under such association.

For weightage of experience in any past Consultancy assignment, experience certificate from the client shall be submitted. In absence of clear demarcation of JV share in client certificate, the weightage will be treated as 60 % for lead partner and 40% for minor partner. Annual turnover duly certified by Chartered Accountant shall be accepted. In case of non-availability of such documents no weightage of turnover/experience will be considered.

17. In case the financial figures and values of services provided are in foreign currency, current market exchange rate (State Bank of India BC Selling rate as on last date of submission of the bid) will be applied for the purpose of conversion of

amount in foreign currency into Indian Rupees.

18. The Bidder including individual or any of its Joint Venture Member should, in the last 2 years, have neither failed to perform for the consultancy services pertaining to Expressways, National Highways, ISC (Inter State Connectivity) & EI (Economic Importance) works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronounce mentor arbitration award against the Bidder including individual or any of its Joint Venture Member, as the case may be, nor has been expelled or terminated by Ministry of Road Transport & Highways/ Ministry of Ports, Shipping and Waterways or its implementing agencies for breach by such Bidder including individual or any of its Joint Venture Member. Consultants (sole firm or lead firm and any of the JV partners) who do not fulfill the aforesaid condition as on last date of submission of proposal, need not apply as their RFP proposal will not be entertained.
19. Employer will not be responsible for any delay, loss or non-receipt of RFP document sent by post/courier. Further, Employer shall not be responsible for any delay in receiving the proposal and reserves the right to accept/reject any or all applications without assigning any reason there of.
20. The two parts of the Proposal (Technical proposal and Financial proposal) must be submitted on-line only with all pages numbered serially, along with an index of submission as per procedure under e-tendering. Physical submission of the proposal shall not be accepted. In the event, any of the instructions mentioned here in have not been adhered to; the Employer may reject the Proposal.
21. Employer will be at liberty to keep the credentials submitted by the Consultants at bidding stage, in public domain and the same may be uploaded by Employer on Employer's web-site. Consultants should have no objection if Employer uploads the information pertaining to their credentials as well as of their key personnel.
22. The individual key personnel proposed in the bid by the consultants or any replacement there of should undertake that they shall have no objection in uploading/hoisting of their credentials by Employer in public domain.
23. RFP submission must be received not later than **1500 hrs on 31.05 2023** in the manner specified in the RFP document at the address given below.

**Address of Employer:**

**B.S. Khokhar**  
**General Manager (Technical)**  
**National Highway & Infrastructure Development Corporation Ltd.**  
**PTI Building, 3rd Floor,**  
**4 Parliament Street, New Delhi-110001**  
**Ph. 011-23461705**  
**Email: gm.infra@nhidcl.com, rajendrasingh.y@nhidcl.com**

24. **Deleted.**
25. Stands debarred by the Authority as a natural consequence of termination of any Consultancy Contract of the Authority.

26. **Deleted-**
27. **Deleted--**
28. The Consultant shall furnish as part of its Proposal, a Bid Security of **Rs. 50,000/- (Rupees Fifty Thousand Only)** to a facility provided by the IndusInd Bank. to the NHIDCL's Bank account as specified in the Data sheet. For further details and step by step process regarding e-BG and online payment, NHIDCL Office Order dated 22nd March may be referred-which can be referred on NHIDCLs website. The Bid submitted without Bid Security will be summarily rejected. The Bid Security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement with the Employer and has furnished the required Performance Guarantee as specified in the document within 15 days from the receipt of the Letter of Acceptance
29. The Bid Security will be forfeited:
- (a) If a Consultant withdraws its bid during the period of bid validity; or
  - (b) If the Consultant fails to accept the Employer's corrections of arithmetic errors in the Consultant's bid (if any); or
  - (c) If the Successful Consultant fails to sign the contract agreement with the Employer within the prescribed period; or
  - (d) If the Successful Consultant fails to furnish the Performance Security within the stipulated time. Unsuccessful Consultants would be informed regarding their non-qualification, without any explanation and thereafter Bid Security would be returned unopened after the evaluation of the financial proposal and signing the contract agreement with the successful Consultant.

## SECTION2: LETTER OF INVITATION TO CONSULTANTS

### 1 INTRODUCTION

- 1.1 Bids are invited from consulting firms either as a sole firm/ joint venture with other consultant willing to act as AE to submit a proposal for providing consulting services required for the assignment in the attached Letter of Invitation.
- 1.2 A brief description of the assignment and its objectives are given in the Terms of Reference (TOR).
- 1.3 The assignment shall be implemented in Construction Period **(18 Months)** and **Maintenance Period (60Months)**.
- 1.4 This RFP is neither an agreement nor an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements and assumptions, which reflect various assessments, arrived at by the Authority in relation to the Consultancy. Such assessments and statements do not purport to contain all the information that each Applicant may require. The information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations about the assignment and the local conditions before submitting the proposal by paying a visit to the Client and the project site, sending written queries to the client, before the date and time specified in the Data Sheet.
- 1.5 Please note that (i) the costs of preparing the proposal and negotiating for the contract, including a visit to site, are not reimbursable as a direct cost of assignment and (ii) Employer is not bound to accept any of the proposals received by it and reserves the right to annul the selection process at any time prior to contract award, without there by incurring any liability to the Consultants.
- 1.6 Consultant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or than may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant  
Or  
The termination of its Contract and/or any other action as deemed fit by the Authority at any stage.
- 1.7 It is the NHIDCL policy that the consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the NHIDCL :
  - (a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
    - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection processor in contract execution;
    - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

- (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish price at artificial, non-competitive levels;
  - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) Will reject a proposal forward if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
  - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
  - (d) will have the right to require that a provision be included requiring consultants to permit the Employer to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of Employer.
- 1.8 Consultants, their JV partner, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, in the Financial Proposal.
- 1.10 The Data Sheet indicates how long consultants’ proposals must remain valid after the submission date. During this period, consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete the process within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, consultants could seek replacement up to a maximum of 50% key personnel. If any Consultant seeks any replacement(s), while extending the bid validity, then the same shall be evaluated for ascertaining suitability of replacement as per the provisions of the RFP and remuneration shall not be reduced for any such replacement(s). However, the technical evaluation shall take into account of the originally submitted CV(s) only irrespective of replacement sought.

## **2. CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS**

- 2.1** The Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Client’s address indicated in the Data Sheet. The Client will respond by cable,

facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all consultants who have purchased the RFP document. Clarification/amendment will also be hosted on NHIDCL e-portal.

- 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 RFP documents by amendment. Any amendment shall be issued in writing through addendum. Addendum may be sent by mail, cable, telex, facsimile or electronic mail to consultants or/and will be hosted on Employer's website which will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

### **3. PREPARATION OF PROPOSAL**

- 3.1** You are requested to submit your proposal in Two Parts strictly using the formats enclosed herewith (refer section 3, 4 and 5) in 2 separate envelopes/ packages and put together in one single outer envelope/package. The two parts shall be:

**Part 1: Technical Proposal**

**and**

**Part 2: Financial Proposal.**

The proposal shall be written in the English language as specified in the Data Sheet. All pages of the Proposal shall be signed by an authorized representative. The representative's authorization shall be confirmed by written Power of Attorney duly notarized to be submitted with the proposal. In case of JV or inclusion of Associate company, an MoU indicating the specific Projects, input and role of each Partner etc. shall be submitted with the proposal.

#### **Part 1: Technical Proposal**

- 3.2** You are expected to examine all terms and conditions included in the documents. Failure to act or to provide all requested information will be at your own risk and may result in rejection of your proposal.
- 3.3** During preparation of the Technical proposal you may give particular attention to the following:
- i.* The man-months for the assignment shall be that stated in the Terms of Reference. The same shall be considered for the purpose of evaluation as well as award. In case the man months of TOR are amended in view of Client's own initiative or in response to clarification sought by any Consulting firm, the man months so amended and published shall be considered for the purpose of evaluation as well as award.
  - ii.* The Consultants should prefer to field as many of their permanent staff as possible. The permanent staff would be considered those already employed with the firm prior to one year from the month during which this Tender Notice is issued. Applicant shall submit the details of the period of employment of the proposed personnel with the firm.

- 3.4** A good working knowledge of the language specified in the data sheet is essential for key professional staff on this assignment. Reports must be in the language(s) specified in the datasheet.
- 3.5** Your technical proposal must provide the following information, using but not limited to the formats attached in the Section 3 & 4.
- i.** A brief description of the firm's organization and an outline of recent experience of the Consultants and, in the case of Joint Venture, for each partner, on assignments of a similar nature. The information which you shall provide on each assignment should indicate, *inter-alia*, the profiles of the staff provided, duration, contract amount and firm's involvement. ***The details of assignments on hand shall also be furnished by the Consultant and their JV partner, separately.***
  - ii.** Any comments or suggestions on the ToR and a description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar charts of activities.
  - iii.** Site Appreciation: limited to four A4 size pages in 1.5 space and 12 font including photographs, if any;
  - iv.** Proposed methodology for the execution of the services illustrated with bar charts of activities, including any change proposed in the methodology of services indicated in the TOR, and procedure for quality assurance: Maximum 4 pages;
  - v.** The proposed methodology should be accompanied by the consultant's initial view, key challenges they foresee and potential solutions. It should also include details on adoption of superior technology along with proof: limited to six A4 size pages in 1.5 space and 12 font including photographs;
  - vi.** The proposal shall indicate as to whether the firm is having the facilities for carrying out the field activities for checking and inspection of Jetties with proposed methodology and equipments required to carry out the consultancy assignment or these are proposed to be outsourced to specialized agencies.
  - vii.** Proposed Quality Audit Methodology including Quality Assurance Plan.
  - viii.** In case the Consultant envisages outsourcing 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 before award of the work. For out-sourced services, proposed firms/consultants should have such experience on similar projects.
  - ix.** The composition of the proposed staff team, the tasks which shall be assigned to each and their timing;
  - x.** Requirement for submission of CVs.
    - a.** The CVs of following Three [3] key personnel in the format as per Appendix- B-6 is to be furnished on CPP portal.

1. Team Leader cum Senior Structural Engineer – 1 No.
2. Senior Geotechnical Engineer – 1 No.
3. Senior Hydrological Engineer – 1 No.

It may please be ensured that the format is strictly followed and the information furnished there in is true and correct. The CV must indicate the work in hand and the duration till which the person will be required to be engaged in that assignment. The Firm shall ensure that details furnished in the CV by the personnel are correct. If any information is found incorrect, at any stage, action including termination and debarment from future NHIDCL projects for a minimum period of 2 years may be taken by NHIDCL on the personnel and the Firm.

- b. Key information should include years with the firm and degree of responsibility held in various assignments. In CV format, at summary, the individual shall declare his qualification & total experience(in years)against the requirements specified in TOR for the position (Ref.Enclosure B of TOR).If any information is found incorrect, at any stage,action including termination and debarment from future NHIDCL projects upto 2 years may be taken by NHIDCL on the personnel and the firm.
- c. CVs of Key Personnel having intermittent inputs will be considered only if the assignments on hand as on 7 days before due date of proposal including thosefor which LOA has been received from the Client or for which Consultant has been declared as H1 are such that the key personnel is able to proportionately devote the given man months for this project.
- d. All the CVswhich are to be evaluated should be complete in all respects including signing and certification by the individual and the firm.
- e. Minimum 75% marks required. CV of Three [3] Key Personnel will be evaluated CVof proposed Team Leader should score at least 75% marks. If not, the proposal shall not be considered further.
- f. If a CV scores less than 75 % marks, whatever marks it score will be carried forward for maximum 3 nos. key personnel for determining the total score of the firm. However, if the Key Personnel does not fulfill the minimum academic qualification (as mentioned at Enclosure-B of TOR of RFP), the overall score of his CV will be evaluated as zero. If the Key Personnel does not fulfill the minimum qualification related to experience (as mentioned at Enclosure-B of TOR of RFP), then zero marks will only be assigned for that sub criteria,but the marks obtained by the CV of the Key Personnel will be carried forward for maximum 3 nos. key personnel for determining the total score of the firm.In case,a firm is H-1,then all such Key Personnel (whose CV scores less than 75% or who does not fulfill the minimum qualification) will have to be replaced by the firm before signing the contract. The reduction in remuneration of such replacements shall be 10% for each replacement. In case more than 3 CV scores less than 75% marks or Teamleader cum Senior Structural Engineer scores less than 75% marks, the proposal shall be considered non-responsive.
- g. In case CV of a person is turned out to be fake/incorrect/inflated during the assignment, the consultancy firms shall have to refund the salary and perks drawn including interest @12% per annum in respect of the person

apart from other consequences. In addition to above,10% of the salary and perks to be refunded shall be recovered from the Firm as penalty. In the event the penalty is not paid by the Consultancy Firm, the same shall be recovered from encashment of performance security of the firm.

- h. It is also clarified that any key personnel, if debarred during the period between receipt of bid and award of the contract and is required to be replaced as per the provisions of the RFP, then the replacement shall not be considered as part of replacement by the Authority's Engineer and hence no deduction in remuneration shall be affected. However, in this case the original CV will be considered for evaluation purpose
- xi.* Deployment Schedule for each key personnel should be formulated and incorporated in the Technical Proposal which will be reviewed on quarterly basis.
- xii.* Estimates of the total time effort (person x months) to be provided for the services, supported by bar chart diagrams showing the time proposed (personxmonths) for each professional staff and sub professional staff.
- xiii.* Any additional information.
- xiv.* Policy guidelines on action against the consultancy firm and key personnel for misrepresentation of facts & fraudulent practices and non-performance issued vide MoRT&H circular no. RW/NH-33044/24/2020-S&R (P&B) dated 06.01.2021 may also be please referred.
- xv.* Policy guidelines/Standard Operating to debar/penalize/declare as non-performer the Authority's Engineer/Independent Engineer/ Construction Supervision Consultant/ Project Management Consultant in National Highways and Centrally sponsored road projects issued vide MoRT&H circular no. RW/NH-33044/76/2021-S&R (P&B) dated 07.10.2021 may also be please referred.

**3.6** The technical proposal must NOT include any financial information.

## **Part 2: Financial Proposal**

**3.7** Your Financial Proposal must be strictly using the formats attached in Section 5. No additional items/quantities other than that specified in the formats should be proposed by the Consultants since the same shall not be considered for the evaluation/award. Consultants shall be paid billing rates for services as per financial proposal submitted by them basis. Beginning 13<sup>th</sup> months from the last date of submission of bid, billing rates shall be increased to cover all items of the contract i.e. remuneration, vehicle hire, office rent, consumables, furniture etc. @ 5% every 12 months. However, for evaluation and award of the Bid proposals, the quoted initial rate (as applicable for first 12 months from last date of submission of bid) shall be multiplied by the total time input for each position on this contract, i.e. without considering the increase in the billing rates. All payments shall be made in Indian Rupees and shall be subjected to applicable Indian laws withholding taxes if any.

**3.8** The Financial Proposal should clearly identify as a separate amount, the local taxes(including social security ), duties, fees, levies and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of the government's country); unless the Data Sheet specifies otherwise.This cost,however,will not be considered in evaluation.

- 3.9** Consultants may express the price of their services in the Indian Rupees only.
- 3.10** Goods & Service tax as applicable shall be paid to the Consultant while making payment for services rendered. The consultants shall then deposit the same with the tax authorities and provide a proof of having done so within next 90 days in line with policy circulars issued by Employer. Employer shall pay only the Goods & service tax.

#### **4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS**

##### **4.1 PREPARATION & SUBMISSION OF APPLICATIONS:**

- A. Detailed RFP may be downloaded from E-tendering portal of Employer and the Application may be submitted online following the instructions appearing on the screen.
- B. The following shall be the form of various documents in the Application:
- (I) **Technical Proposal {Only Electronic Form (to be uploaded on the E-tendering portal of Employer)}**
- (a) Power of Attorney for signing the Application
  - (b) If applicable, the Power of Attorney for Lead Member of JV;
  - (c) Copy of Memorandum of Understanding between JV partners, if applicable;
  - (d) Copy of Memorandum of Understanding with Associate, if applicable.
  - (e) Firms credentials as per format prescribed in SECTION-3 OF RFP.
- (f) Technical proposal as per format prescribed in SECTION-4 OF RFP. (II)  
Financial proposal as per format prescribed in section – 5 of RFP.
- (III) Bidders have to comply with the OM No. 13030/09/2008-vig dated 28<sup>th</sup> January, 2013(copy enclosed) regarding Integrity pact.
- C. The successful bidder shall submit the original documents specified above in point no.4.1 B (I) (a), (b), (c)& (d) above together with their respective enclosures to the Authority before signing of the Agreement.
- i.) The Applicant shall upload scanned copies of the Technical Proposal and Financial Proposal as specified in point nos. **4.1 (B) (I), (II), (III) & (IV)** above on the E- tendering portal of Employer before 1500 hrs Indian Standard Time on the Application due date i.e. 22.09.2023. Financial Proposal is to be submitted on-line only and no hard submission is to be made.

##### **4.2 Modification / Substitution/ Withdrawal of bids:**

- (i) The Bidder may modify, substitute or withdraw its e- bid, prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Employer, shall be disregarded.

- (iii) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.
- (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit e-bid again.

#### **4.3 OPENING AND EVALUATION OF APPLICATIONS:**

- (i) Opening of Proposals will be done through online for both Financial Proposal and Technical Proposal.
- (ii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

The Employer will open the Technical Proposal at 1500 hrs Indian Standard Time on 22.09.2023 i.e. in the presence of the Applicants who choose to attend and evaluate the Applications in accordance with the provisions set out in the RFP.

- (iii) The Financial Proposal will be opened of the short listed applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later on

### **5 PROPOSAL EVALUATION**

5.1 A two stage procedure shall be adopted for evaluating the proposals.

5.2 Deleted

#### **Technical Proposal**

5.3 The Evaluation Committee appointed by the Employer shall carry out its evaluation applying the evaluation criteria and point system specified in the data sheet. Each responsive proposal shall be attributed a technical score (ST.) Only those Applicants whose Technical proposal score 75 marks or more out of 100 shall qualify for further consideration. However, if the number of such pre-qualified applications is less than two, the Employer may, in its sole discretion, pre-qualify the applicant(s) whose technical score is less than 75 marks.

#### **Financial Proposal**

#### **Financial Proposal**

5.4 After the evaluation of Technical Proposals is completed and the shortlist of firms is finalized, the Employer may notify those consultants whose proposals were not considered as per conditions of RFP. The Employer shall simultaneously notify the shortlisted firms indicating the date and time set for opening of the Financial Proposals.

5.5 The Financial Proposals shall be opened publicly in the presence of the consultants'

representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

- 5.6 The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Consultant shall, however, be required to carry out such obligations without any additional compensation.) and without computational error. In case under such circumstances, if Client feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.
- 5.7 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:

$$S_F = 100 \times F_M / F \text{ (F= amount of financial proposal)}$$

- 5.8 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and  $T_w$  and  $F_w$  are weights assigned to Technical Proposal and Financial Proposal that shall be 0.75 and 0.25 respectively.

- 5.9 The selected Authority's Engineer shall be the first Ranked Applicant (H-1, having the highest combined score). In the event the proposals of two or more consultants have the same scores in the final ranking, the proposal with the highest technical score should be ranked first.

## **6 AWARD OF CONTRACT**

- 6.1 The Client shall issue letter of award to selected Consultant and ask the Consultant to provide Performance Security as in Para 7 below. If 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 2<sup>nd</sup> highest ranking bidder Consultant and follow the procedure outlined in Para 6 and 8 of this Letter of Invitation.

## **7 PERFORMANCE SECURITY**

- 7.1 The consultant shall furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee in the form of E-BG (electronic Bank Guarantee) only, equivalent to 5% of total contract value from the Public Sector Banks or Scheduled Private Banks having the Net Worth of Rs 1,000/- crores or more as per the latest annual report of the bank, in favour of the Authority. At present, banks issuing e-BG are State Bank of India, Canara Bank, Indian Overseas Bank, HDFC Bank, ICICI Bank, Axis Bank and Yes Bank. The Authority reserves the right to add or remove any of names bank on which BG shall be accepted based on advisories from the Govt./RBI. The BGs issued by 'Foreign Banks' and Banks not mentioned in the given list shall not be accepted. In case of JV, the BG shall be furnished on behalf of the JV or by any member of the JVs for an amount equivalent to 5 % 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, or

end of civil works contract, whichever earlier. The Bank Guarantee will be released by NHIDCL upon expiry of 3 years beyond the date of completion of services, or end of civil works contract, whichever earlier, 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. However, if contract is foreclosed/terminated by NHIDCL at inception stage, with no fault of consultant, performance security shall be released within three months from date of foreclosure/termination. If a Consultant fails to submit the Performance Security (as specified above), it shall attract penalty – encashment of Bid Security submitted by the Consultant.

The BG shall be valid for a period of [80] months i.e., up to 2 months beyond the expiry of the contract of 78 months. The contractors can submit the BG initially for a period of 48 months (four years) at one time and further renew the BG for remaining period of 32 months.

No BG shall be accepted in Physical form. Entity ID of NHIDCL is AAECN7759E, which may be quoted for getting e-BG. For any further details, the bidders/contractor may be quoted for getting e-BG. For any further details, the bidders/contractors may visit the website of National E Governance Services Limited at <http://nesl.co.in/e-bg/>The bank details is given below

<b>S.No.</b>	<b>Particulars</b>	<b>Details</b>
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC CNRB0019062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Canara Bank (erstwhile Syndicate Bank) transport Bhawan, 1st Parliament Street, New Delhi-110001

7.2 Deleted.

7.3 In the event the Consultant fails to provide the security within 15 days of date of LOA, it may seek extension of time for a period of 15 (Fifteen) days on payment of damages for such extended period in a sum of calculated at the rate of 0.05% (Zero Point Zero Five Percent) of the Bid price for each day until the performance security is provided. For the avoidance of doubt the agreement shall be deemed to be terminated on expiry of additional 15 days time period.

7.4 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Consultant to provide the Performance Security in accordance with the provisions of Clause 6.1 and 6.2 within the time specified therein or such extended period as may be provided by the Authority, in accordance with the provisions of Clause 6.3, all rights, privileges, claims and entitlements of the Consultant under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Consultant and the LoA shall be deemed to have been withdrawn by mutual agreement of the Parties. Authority may take action to debar such firms for future projects for a period of 1-2 year.

## **8. 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.

## DATASHEET

### (As Mentioned in Letter of Invitation to Consultants)

#### Sub clause no. in Letter of Invitation to Consultants

1 **Pre-Proposal Conference shall be held at: Employer's Office on \_\_\_\_\_.2023 at 1500 hrs.**

2 The proposal shall be valid for 120 days after the last date of submission.

3 Clarification may be requested prior to Pre bid conference. The address for requesting clarification is:

**Address of Employer:**

Name:	B.S. Khokhar
Designation:	GM (Technical)
Address:	National Highway & Infrastructure Development Corporation Ltd. PTI Building, 3rd Floor,4 Parliament Street, New Delhi-110001
Tel. No.:	Ph. 011-23461705
E-mail:	<a href="mailto:gm.infra@nhidcl.com">gm.infra@nhidcl.com</a> , ed1@nhidcl.com

4 The Language of documents and correspondence will be English.

5 All the personnel shall have working knowledge of English and all the reports etc shall be written in English.

6 NHIDCL shall reimburse only Goods and service tax. Authority's Engineer has to assess all other taxes and should in built them in their financial proposal. These taxes (other than Goods and service tax) should not be provided separately. Consultants are requested to consult Tax Consultants for details.

7 -Delete-

8 The Consultants to state cost in INR.

9 The time and date of submission: Bid Due date \_\_\_\_\_ at 1500hrs.

10 **The points assigned to Technical Evaluation criteria are:**

Sr.No.	Description	Marks
1	Relevant experience for the assignment	50
2	Qualifications and competence of the key staff or the assignment	50
	<b>Total</b>	<b>100</b>

**a. Sub criteria for Relevant Experience of the firm for the assignment**

Average Annual Turnover (last 3 years) from consultancy business (Min.5crore)	5
Nos. of Ports/ Marine Professionals with the firm *The professionals who possess degree in Civil Engineering/ Transport Planning/ Transport Economics/ Traffic Management/ Geology/ Environment Science/ Marine Engineering or Engineering and 8 years experience in Ports/IWT/Marine Structures/Major Bridge with employment in the firm for more than one year. The current Employment Certificate shall be submitted along with the technical bid to be uploaded by Key Personnel on CPPPortal.	10
Experience as Independent Engineer/ Authority Engineer/Construction Supervision/PMC in Number of Ports, Inland Water Transport Terminal projects on river/sea banks protruding in to the river/sea and other projects having similar nature of work of comparable size equal to 40% of project cost of similar category for which RFP invited of IWT/Ports or more in last 10 years*	10
Experience in DPR preparation for Number of Ports, Inland Water Transport Terminal projects on river/sea banks protruding in to the river/sea and other projects having similar nature of work of comparable size (of 40% cost of project put to tender of similar category for which RFP is invited or more) in last 10 years*	10
In hand DPRs for Authority (Ministry/ NHA/ NHIDCL/ IWA/ etc.-as applicable) Projects (presently under progress)	7
Experience in Construction Supervision/DPR /Design Review of Major Ports/ IWT/ Marine structures having length of Jetty of more than 200 meter in last 10 years.	8

- \* Consultants should give details of the experience of the firm considering the completed and the on-going highway assignments, separately for PPP and non-PPP Projects along with experience certificates from clients. This list of the completed works should also include those assignments which are substantially (90% of Contract value) completed. No Qualification/Experience etc. shall be considered without proof of experience.

Experience of Authority's Engineer for having offered consultancy services to a private organization shall not be considered as relevant experience for current assignment.

- \*\* Similar projects means capacity and experience in the capacity and experience in Ports, Inland Water Transport Terminal projects on river/sea banks protruding in to the river/sea and other projects having similar nature of work of comparable size as applicable for the project for which RFP is invited.

In case of JV the turnover and experience details of Lead and JV Employer's certificate should be submitted substantiating the experience claimed by the firm.

**b. Qualification and competence of following professional/sub-professional staff for the assignment shall be evaluated. The weight age for various key staffs are as under:-**

**Normal IWT/ Ports Project:**

S.No	StaffPosition	Marks.
1	Team Leader cum Senior Structural Engineer (1 No.)	20
2	Senior Geotechnical Engineer (1 No.)	15
3	Senior Hydrological Engineer (1 No.)	15
	<b>Total</b>	<b>50</b>

**Sub criteria for qualification of Key Personnel (i.e. Professional staff)**

General qualifications	25
Adequacy for the project	70
Employment with firm	5
Total	100

The technical proposal should score at least 75 points to be considered responsive for financial evaluation.

- v) Detailed evaluation criteria which is to be used for evaluation of technical bids is as indicated below as Appendix-EC.
  - vi) The Authority's Engineer should carry out self-evaluation based on the evaluation criteria at Appendix-EC. While submitting the self-evaluation along with bid, Authority's Engineer shall make references to the documents which has been relied upon in his self-evaluation.
  - vii) Result of technical evaluation shall be made available on the website giving opportunity to the bidders to respond within 7 days in case they have any objection.
  - viii) The single currency for price conversion is INR. For evaluation of bid proposals, the foreign currency conversation rate of 1US Dollar = Rs. And 1 Euro = Rs. – shall be used
  - ix) The weightage given to technical proposal is 75%.  
The weightage given to financial proposal is 25%.
11. Commencement of Assignment: The firm shall begin carrying out the services within one month of signing of the Consultancy Agreement.

**Remarks:** Based on experience and the Consulting Industry's Capacity, Project specific requirement etc., NHIDCL may modify the above criteria for Selection of AE.

12. The NHIDCL's Bank Account detail for online fee deposit is as given below:

S. No	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No	90621010002610
3	Beneficiary Bank Branch Name and Address	Canara Bank, Transport Bhawan, 1st Parliament Street, New Delhi 110001
4	Beneficiary Bank Branch IFSC	CNRB0019062

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5. **Appendix-EC**

1. **Evaluation Criteria for Assessment of Experience of the Firm.**

S.No.	Description	Max. Marks	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
1	Average Annual Turnover (last 3 years) from consultancy business <2% of TPC – 0 marks 2% of TPC – 1.5 marks Add for additional turnover 0.25 (Zero point two five) marks for every 1% of TPC above 2% of TPC subject to maximum 0.5 marks.	2		
2	Nos. of Bridge / IWT / Ports Professionals with the firm*	10		
2.1	<10	0		
2.2	10-20	8		
2.3	>20 but ≤30	9		
2.4	>30	10		
*The professionals who possess degree in Civil Engineering/ Mechanical Engineering/ Transport Planning/ Transport Economics/ Traffic Management/ Geology/ Environment Science or Equivalent from recognized university and 8 years experience in Major Bridge/ IWT/ Ports with employment in the firm for more than one year. The current Employment Certificate by Key Personnel shall be submitted along with technical bid on CPP Portal.				
3	Experience as Independent Engineer/ Authority Engineer/ Construction Supervision/ PMC in Number of Major Bridge/ IWT/ Ports Projects of costing (40% of project cost put to tender) or more in last 10 years.  1 project – 8 marks Add 1 (one) mark extra for completed assignment of Authority Engineer/ Independent Engineer and add 0.5 (Zero point five) marks extra for completed assignment of supervision consultancy subject to maximum 2 (Two) marks.	10		
4	Experience in DPR/ Feasibility Study cum Preliminary Design Report preparation for Number of Major Bridge/ IWT/ Ports of costing (40% of project cost put to tender) or more in last 10 years.  1 project – 4 marks Add 0.5 (Zero point five) marks extra for each additional project subject to maximum 1 mark.	5		
5	Inland Water Transport (IWT) Terminal/ Ports PMC/ Technical Support Services project of Multimodal Terminal/ Jetties construction, where scope of design review and modification	10		
5.1	<2	0		

5.2	2-5	5			
5.3	>5	10			
6	Experience in Construction Supervision/ DPR/Design Review/PMC of IWT/Jetties having length of Jetty more than 200 meter in last 10 years. 1 project – 2.0 marks Add 0.5 (Zero point five) marks extra for each additional project subject to maximum 1.0 marks		3		

Note 1: In case of JV the turnover and experience details of Lead and JV partners to be added.

Note 2: Employer's certificate/ certificate from Statutory Auditor should be submitted substantiating the experience/turnover claimed by the firm.

Note 3: The details required for S.No. 2 & 5 under Table of Appendix-EC needs to be submitted in the format attached at Appendix-

**2. Deleted.**

**3. Evaluation Criteria for assessment of score of Key Staff for adequacy of the Assignment.**

**3.1 Team Leader cum Senior Structural Engineer**

S. No.	Description	Max. Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
<b>1</b>	<b>General Qualification</b>	<b>25</b>		
i)	Graduate in Civil Engineering	21		
ii)	Post-Graduation in Structural Engineering or equivalent specialised stream of civil engineering	04		
<b>2</b>	<b>Adequacy for the Project</b>	<b>70</b>		
<b>a)</b>	<b>Professional Experience in Highway Projects:</b>			
i)	Total Professional Experience in handling Bridge/IWT/Ports projects  < 12 years - 0 12 years - 12 marks  Add 1 mark extra for each additional year of experience subject to maximum 3 (three) marks.	15		

ii)	Experience as Team Leader or similar capacity in Major Bridge/IWT/Ports projects (similar configuration includes construction of Jetties/Berths in sea/river and above) < 5 years -0 5 years - 8 marks  Add 1 marks extra for each additional year of experience subject to maximum 2 (two) marks.	10		
iii)	Experience as Team Leader or similar capacity in Major Bridge/IWT/Ports projects (of costing 40% of project cost put to tender or more of similar configuration and above) 1 project -4 marks add 1 mark extra for additional projects subject to maximum 1 (one) mark	5		
b)	Experience as Team Leader or similar capacity of at least Two projects in Construction Supervision/AE/IE/PMC/Project preparation involving at least one Major Bridge /IWT/Ports (where jetty/bridge length excl. approaches >200m) Project in the project (of costing 40% of project cost put to tender or more of similar configuration and above).  < 2 projects -0 2 Projects -20 marks  Add 5 marks for each additional project subject to maximum 10 marks.	30		
c)	Experience as Team Leader/Project Manager or similar capacity in Operation and Maintenance of Major Bridge/IWT/Ports (of costing 40% of project cost put to tender or more of similar configuration and above).  1 project – 4 marks  Add 1 mark extra for each additional project subject to maximum 1 (one) mark	10		
3	Employment with the Firm  < 1 year -0 1 year – 3 marks  Add 0.5 marks for each subsequent year subject to maximum 2 marks	5		
	<b>Total :</b>	<b>100</b>		

**Note:**

(1) Similar Capacity includes the following positions

- i) On behalf of Consultant: Team Leader/Resident Engineer (Construction Supervision/IE/AE/DPR).

- ii) On behalf of Contractor: Project Manager (Construction/Construction Supervision)
  - iii) In Government Organizations: Superintending Engineer (or equivalent) and above
- (2) Only those projects will be considered for evaluation at S. No. 2(b) where the input of the personnel is not < 9 months.
- (3) Only those projects will be considered for evaluation at S. No. 2I, (d) where the input of the personnel is not < 12 months.
- (4) In case of experience on behalf of Authority's Engineer or Contractor, the experience shall be duly endorsed by the respective Government agency. In case of non-availability of endorsement from Govt. Agency, the experience uploaded on CPP Portal will be taken into consideration. However, the key personnel/ bidder will be solely responsible for any fake information/ CV, which may result in debarment.

### 3.2 Senior Geotechnical Engineer

S.No.	Description	Max. Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
<b>1</b>	<b>General Qualification</b>	<b>25</b>		
I)	Graduate in Civil Engineering/ Masters in Engineering Geology or equivalent from a recognized university	21		
II)	Post Graduation in Geotechnical Engineering/Foundation Engineering/ Soil Mechanics/Rock Mechanics	04		
<b>2</b>	<b>Adequacy for the Project</b>	<b>70</b>		
	<b>Total Professional Experience</b>			
a i)	<20 years – 0  20 years – 11 marks  Add 1 mark extra for each additional year of experience subject to maximum 4 (four) marks.	15		
a ii)	Experience in Construction/ Construction Supervision of major Bridge/IWT/Ports projects < 10 years – 0 10 years – 7 marks  Add 1 mark extra for each additional year of experience subject to maximum 3 (three) marks.	10		
<b>b</b>	<b>Experience in Similar Capacity</b>			
b i)	Experience as Geotechnical engineer or similar capacity in construction/ construction supervision of at least 4 Major Bridge/IWT/Ports projects < 4 projects – 0 4 projects -17 marks  Add 2 mark extra for each additional project	25		

	subject to maximum 8 (eight) marks			
b ii)	Experience as Geotechnical engineer or similar capacity in Construction/ Construction Supervision of Major Bridge/IWT/ Ports projects involving pile foundation in sea/river etc. 1 project – 4 marks 2 or more projects – 5 marks	5		
b iii)	Experience as Geotechnical engineer or similar capacity in design/project preparation of Major Bridge/ IWT/ Ports projects involving pile foundation in sea/river < 2 projects – 0 2 projects – 11 marks Add 2 marks extra for each additional projects subject to maximum 4 (four) marks.	15		
3	Employment with the Firm < 1 year – 0 1 year – 3 marks  Add 0.5 marks for each subsequent year subject to a maximum 2 marks	5		
	<b>Total:</b>	<b>100</b>		

**Note:** Max Age=65 Years.

### 3.3 Senior Hydrological Engineer

S.No.	Description	Max. Points	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
1	<b>General Qualification</b>	<b>25</b>		
I)	Graduate in Civil Engineering/ Mechanical Engineer/ Environmental Engineer or equivalent from a recognized university	21		
II)	Post Graduation in Environmental Engineering/M.Tech in Hydrology/ M.Sc Hydrology or equivalent from a recognized university	04		
2	<b>Adequacy for the Project</b>	<b>70</b>		
	<b>Total Professional Experience</b>			

a i)	<20 years – 0 20 years – 11 marks Add 1 mark extra for each additional year of experience subject to maximum 4 (four) marks.	15		
a ii)	Experience in Construction/ Construction Supervision of major Bridge/ IWT/Ports projects < 10 years – 0 10 years – 7 marks Add 1 mark extra for each additional year of experience subject to maximum 3 (three) marks.	10		
<b>b</b>	<b>Experience in Similar Capacity</b>			
b i)	Experience as Hydrological Engineer or similar capacity in construction/ construction supervision of at least 4 Major Bridge/IWT/Ports projects < 4 projects – 0 4 projects -17 marks Add 2 mark extra for each additional project subject to maximum 8 (eight) marks	25		
b ii)	Experience as Hydrological Engineer or similar capacity in Construction/ Construction Supervision of major Bridge/IWT/Ports projects involving pile foundation in sea/river. 3 project – 4 marks 4 or more projects – 5 marks	5		
B iii)	Experience as Hydrological Engineer or similar capacity in design/project preparation of Major Bridge/ IWT/ Ports projects involving pile foundation in sea/river < 2 projects – 0 2 projects – 11 marks Add 2 marks extra for each additional projects subject to maximum 4 (four) marks.	15		
<b>3</b>	Employment with the Firm <1 year – 0 1 year – 3 Add 0.5 marks for each subsequent year subject to a maximum 2 marks	5		
	<b>Total:</b>	<b>100</b>		

**Note: Applicable to all key personnel:**

1. If a key personnel has worked in next lower category to the similar capacity, the marks allotted to key personnel in the category 'experience in similar capacity' shall be reduced to two thirds of marks in this category. This shall be applicable for evaluation of all key personnel.
2. Similar projects means capacity and experience in the sphere of Ship Repair Yards, Ports, Industrial projects on river/sea banks protruding in to the river/sea and other projects having similar nature of work of comparable size as applicable for the project for which RFP is invited.

### **SECTION 3: FORMATS FOR SUBMISSION OF FIRMS CREDENTIALS**

The proposal should contain the following information in enclosed format attached at Appendix A.

- ▮ Year of Establishment of Firm
- ▮ Average annual turnover (last three years)

**Note:** The Firm shall submit Certificate of Incorporation and audited balance sheet for the last three years [FY 2019-2020, FY 2020-2021 and FY 2021-2022]. For claiming experience of Highway projects, completion certificate from employer should be enclosed. The proposal should also contain the details of the key personnel viz. their name, qualification, expertise area, experience and years of association with the firm.

## Appendix A

The following information related to the firm should be provided in the proposal.

- i. Name of the package applied for:-
- ii. Year of establishment of firm\*\*

Consultant	Year of Establishment	Country	Type of Organization			
			Individual	Partnership	Corporation	Other
Individual / Lead Partner (of JV)/ Minor Partner of JV/Associate						

NOTE:-Year of Establishment of Lead Partner of JV shall be considered.

\*Copy of Certificate of incorporation shall be submitted.

- iii. Office/Business Address/Telephonenos./Cable Address.
- iv. Narrative description of firm (Not more than 2 sheets)
- v. Name of two (2) principals who may be contacted with title and telephone number/fax number/e-mail.
- vi. Financial Statement of the last three years.

Sl.No.	Particular	2019-2020	2020-2021	2021-2022
i.	Annual turnover from Consulting business			
ii.	Total Assets			
iii.	Current Assets			

Balance Sheet/ Auditor Certificate of last 3 years < FY 2019-2020, FY 2020-2021 and FY 2021-2022> shall be submitted as evidence of Annual Turnover.

- \*\*
- a) The amount shall be stated in INR. (Consider 1 US Dollar = Rs. And 1 Euro = Rs.) (This will be the exchange rates as per Reserve Bank of India rounded off to nearest Rupee applicable at the time of RFP invitation).
  - b) The currency conversion rate for the respective years shall be mentioned for other International currencies.
- vii. Experience as Authority Engineer/Independent Consultant/Construction supervision of IWT/ Ports projects, separately for PPP and non-PPP Projects during the last 7 years. \*\*\*

S No	Projects Name / Year	Type of Services rendered	Description of Major Bridge/IWT/ Ports Project Length of Jetty	Client (with complete address, contact person, Telephone Nos. and Fax Nos.)	Total Fee for the Consultancy Assignment (INR)	Fee received by Applicant (in case of JV/ Association)	%age of total fee received by the firm	Approx. Cost of Project	Period
1	2	3	4	5	6	7	8	9	10
A. Completed / Substantially completed projects:									

S No	Projects Name / Year	Type of Services rendered	Description of IWT/Ports Project/ Length of Jetty	Client (with complete address, contact person, Telephone Nos. and Fax Nos.)	Total Fee for the Consultancy Assignment (INR)	Fee received by Applicant (in case of JV/Association)	%age of total fee received by the firm	Approx. Cost of Project	Period
	Sole Consultant/ Prime Consultant of JV / minor Authority's Engineer of JV/ /as associate consultant								
		1. 2. 3. B. Projects in progress: 1. 2. 3.							

viii. Experience in DPR/ Feasibility Study cum Preliminary Design Report preparation of IWT/Ports Projects separately for the PPP and non-PPP projects during the last 7 years.\*\*\*

SNo	Projects Name/ Year	Type of Services Rendered	Length of Project (kms)	Client (with Complete address, contact person, telephone Nos. and Fax Nos.)	Total Fee for the Consultancy Assignment (INR)	Fee received by Applicant (in case of JV/Association)	%age of total fee received by the firm	Period
1	2	3	4	5	6	7	8	9

- IWT/ Ports work as applicable for the project for which RFP is invited.
- The details of major bridges/IWT/Ports/Jetties having length more than 200m (500m in case the project consist of major bridges/IWT/Ports/Jetties of length more than 500m) in the listed projects is to be specifically mentioned.
- The weightage given for experience of a firm would depend on the role of the firm in the respective assignments. The firm's experience would get full credit if it was the sole firm in the respective assignment. If the applicant firm has completed projects as JV with some other firms, weightage shall be given as per the JV share\*\*\*. However if the applicant firm has executed the project as associate with some other firms, 25% weightage shall be given to the applicant firm for the projects completed under such association
- For weightage of experience in any past Consultancy assignment, experience certificate from the client shall be submitted. In absence of clear demarcation of JV share in client certificate, the weightage will be treated as 60 % for lead partner and 40% for minor partner. Annual turnover duly certified by Chartered Accountant shall be accepted. In case of non-availability of such documents no

weightage of turnover/experience will be considered.

- (ix) Assignments on hand including those for which the Letter of Acceptance from the clients received as on 7 days prior to due date for submission of proposals: The details shall be given in the following format

S. No	Name of Assignment	Client	Role of the firm	Date of letter of Acceptance	Date of Agreement if signed	Present status of Assignment	Team Members provided by the firm		
			Sole, Lead/ Other in JV or sub-consultant				Name	DOB	Position
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Key Personnel	Number of key personnel employed		
	Sole Applicant (Lead Member in case of JV)	JV (1)	
Team Leader cum Senior Structural Engineer (1 no.)			
Senior Geotechnical Engineer (1 no.)			
Senior Hydrological Engineer (1 no.)			

#### **SECTION4: FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL**

<b>AppendixB-1</b>	Technical proposal submission form.
<b>AppendixB-2</b>	Site Appreciation.
<b>AppendixB-3</b>	Approach paper on methodology for performing the assignment.
<b>AppendixB-4</b>	Facility for field investigation and testing.
<b>AppendixB-5</b>	Composition of the Team and Task(s) of each Team member.
<b>AppendixB-6</b>	Curriculum vitae of proposed Professional staff.
<b>AppendixB-7</b>	Time schedule for deployment of Professional staff.
<b>AppendixB-8</b>	Activity (works) schedule.
<b>AppendixB-9</b>	Affidavit–Correctness of Experience claimed by the Firms.
<b>AppendixB-10</b>	Integrity Pact.

**APPENDIX B-1-Technical proposal submission form.**

FROM (Name of Firm)

To: (Name and Address of Client)

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Ladies/Gentlemen:

Subject: Submission of Technical and Financial Proposal for engagement as Authority Engineer for the EPC work.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated (Date), and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope for the above mentioned work.

Our Proposal is binding upon us. We understand you are not bound to accept any Proposal you receive

We remain,

Yours sincerely,

Managing Director/Head of the firm/  
Authorised Representative of the firm + \*

Name of the firm

Address

\*Lead Member in case of JV

## **APPENDIX B-2: 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 Authority's Engineer have actually visited the site and familiarized with the salient details/ complexities and scope of services

### **APPENDIX B-3: APPROACH PAPER ON METHODOLOGY FOR PERFORMING THE ASSIGNMENT**

The approach and methodology will be detailed precisely under the following topics.

- 1) Methodology for services, surveying, present condition data collection and analysis [not more than 2 pages]
- 2) Key challenges foreseen and proposed solutions in carrying out the assignment [not more than 1 page]
- 3) Quality Audit methodology including Quality Assurance Plan [not more than 6 pages]

## APPENDIX B-4 : FACILITY FOR FIELD INVESTIGATION AND TESTING

1. State whether applicant has in-house (created in house at site)/ outsourced/ not available facility for “Mobile Bridge/IWT/Jetties inspection unit or better technology for major bridge/IWT inspection”.
2. In-case answer to 1 is available (created in house at site) a list of field investigation and testing equipment is to be attached
3. In case answer to 1 is outsourced/not available – arrangements made or proposed to be made for each of the above field investigations is to be attached
4. For experience in relevant machines and equipments, references need to be provided in the following format:

### REFERENCES

Relevant Services Carried Which Best Illustrate Qualifications

The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the client:

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by your firm:
Name of Client :		No. of Staff :
Address :		No. of Staff Months :
Technology Used:		
Start Date (Month / Year)	Completion Date (Month / Year)	Approx. Value of Services in INR/current USD):
Name of JV/Association Firm(s)if any:		No. of Months of Professional Staff provided by Associated Firm(s)
Status of your Company in the Assignment i.e., Sole/Lead Member/Other Member/Associate		
Narrative Description of Project :		
Description of Actual Services Provided by your Company:		

Signature of Authorised Representative  
(Certificate from Employer regarding experience should be furnished)

**APPENDIX B-5: COMPOSITION OF THE TEAM PERSONNEL, AND TASK(S) OF EACH TEAM MEMBER**

2. Technical/Managerial Staff

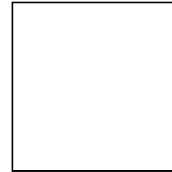
Sl. No.	Name	Position	Task
1			
2			
3			
4			
...			
...			

i. Support Staff

Sl. No.	Name	Position	Task
1			
2			
3			
4			
...			
...			

**APPENDIX B-6: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position : .....



Photograph

Name of Firm:.....

Name of Staff:.....

Profession : .....

Date of Birth :

Years with Firm/Entity: ..... Nationality:..... Membership of

Professional Societies :.....

Detailed Task Assigned : Please attach printout of CV along with all the relevant details uploaded on infracon portal.

**Certification by the Candidate**

I, the undersigned, (Name and Address) undertake that this CV correctly describes myself, my qualifications and my experience and Employer would be at liberty to debar me if any information given in the CV, in particular the Summary of Qualification & Experience vis-à-vis the requirements as per TOR is found incorrect. I further undertake that I have neither been debarred by NHIDCL or any other central/stage government organization nor left any assignment with the consultants engaged by Employer / contracting firm (firm to be supervised now) for any continuing work of Employer 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 work, Employer would be at liberty to debar me from taking any assignment in any of the Employer works for an appropriate period of time to be decided by the Employer. I have no objection if my services are extended by the Employer for this work in future.

I further undertake that my CV is being proposed for this project by ----- (the applicant firm) and I have not given consent to any other consultant(s) to propose my CV for any position for this project.

I further undertake that if due to my inability to work on this project due to unavoidable circumstances, due to which consultant's firm is forced to seek replacement. In such unavoidable circumstances, I shall not undertake any employment in Employer projects during the period of assignment of this project and Employer shall consider my CV invalid till such time.

I undertake that I have no objection in uploading/hosting of my credentials by Employer in public domain.

For Key Personnel having intermittent inputs, add the following:

I further certify that I am associated with the following assignments as on date (as on 7 days prior to due date for submission of proposal) including those for which LOA has been received by the firm and the inputs in these assignments shall not affect the work of the current assignment.

Name of Assignment	Client	Date of LOA	Likely start (Month/ Year)	Likely end (Month/ Year)	Total input of the person (man- months)

.....  
(Signature of Key Personnel)

Date

(Day/Month/Year)

The Authority's Engineer should carryout self-evaluation based on the evaluation criteria at Appendix-EC and furnish the same here. While submitting the self-evaluation along with bid, Authority's Engineer shall make references to the documents which have been relied upon in his self-evaluation.

**Certification by the firm**

The undersigned on behalf of ----- (name of consulting firm) certify that Shri----- (name of proposed personnel) to the best of our knowledge has neither been debarred by NHIDCL or any other Central/State Government organization nor left his assignment with any other consulting firm engaged by the Employer /Contracting firm(firm to be supervised now) for the ongoing projects. We understand that if the information about leaving the past assignment is known to the Employer, Employer would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by the Employer.

.....Date .....(Day/Month/Year)

*[Signature of authorized representative of the Firm]*

- a) Deleted.
- b) Deleted.
- c) Deleted.
- d) Deleted.
- e) Deleted.
- f) Deleted



## APPENDIXB-8 : ACTIVITY(WORKS)SCHEDULE

### B. Activity Schedule

Sr.No.	Item of Activity (Works)	Month wise Program(information of Bar Chart)											
		[1 <sup>st</sup> ,2 <sup>nd</sup> , etc. are months from the start of assignment]											
		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>
1	.....												
2	.....												
3	.....												
4	.....												
-	.....												
-	.....												

### C. Completion and Submission of Reports

Sr.No	Reports :	Programme Date
1	Monthly reports (Design and Construction)	
2	Quarterly Reports	
3	Various others reports as provided in the Concession Agreement such as Completion Report	

**APPENDIX B-9: AFFIDAVIT FOR CORRECTNESS OF CV OF KEY PERSONNEL AND  
EXPERIENCE CLAIMED BY THE FIRMS**

**(To be submitted on non-judicial Stamp Paper)**

I, the undersigned, on behalf of \_\_\_\_\_ (name of the Authority's Engineer submitting the proposal), do hereby certify that the details furnished in this proposal including CV of key personnel and experience claimed by the firm/firms are true and correct to the best of my knowledge and belief.

**Managing Director/Head of the Firm/  
Authorised Representative of the firm\***

**Address**

**\*Lead Member in case of JV**

## APPENDIX B-10: INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid/Tender documents for tenders having a value between Rs.5 Cr and 100 Cr. To be signed by the bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the NHIDCL)

Tender No. \_\_\_\_\_

This integrity Pact is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Between

NHIDCL, hereinafter referred to as "**The Principal**", which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns.

And

\_\_\_\_\_ hereinafter referred to as "**The Bidder/Contractor /Concessionaire/Consultant**" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

### **Preamble**

Whereas, the Principal intends to award, under laid down organizational procedures, contract/s for "**Consultancy Services as Authority's Engineer for Supervision of Development of Inland Water Transport (IWT) Terminal at MMLP Jogighopa, Assam**" The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/ Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnesses as under:-

### **Article-1 Commitments of the Principal**

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

criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

## **Article – 2 Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s).**

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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

### **Article – 3 Disqualification from tender process and exclusion from future contracts.**

1. If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
2. If the Bidder/ Contractor/ Concessionaire/ Authority's Engineer has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor/ Concessionaire/ Authority's Engineer for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor/ Concessionaire/ Authority's Engineer and the amount of the damage. The exclusion will be imposed for a minimum of 1 year.
3. A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".
4. The Bidder/ Contractor/ Concessionaire/ Authority's Engineer with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/ Concessionaire/ Authority's Engineer shall be final and binding on the Bidder/ Contractor/ Concessionaire/ Consultant.
6. On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder/ Contractor/ Concessionaire/ Authority's Engineer shall not be entitled for any compensation on this account.
7. Subject to full satisfaction of the Principal, the exclusion of the Bidder/ Contractor/ Concessionaire/ Authority's Engineer could be revoked by the Principal if the Bidder/ Contractor/ Concessionaire/ Authority's Engineer can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

### **Article – 4 Compensation for Damages.**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money

Deposit/ Bid Security (equivalent to 1% of Contract Price) apart from any other legal right that may have accrued to the Principal.

2. In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Authority's Engineer and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

#### **Article – 5 Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

#### **Article-6 Equal treatments of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.**

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

#### **Article – 7 Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s).**

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

#### **Article – 8 Pact Duration**

This Pact begins when both parties have legally signed it. (In case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Authority's Engineer 12 months after his Defect Liability period is over or 12 months after his last payment under the

contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. (In case of BOT Projects) It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded.

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

**Article – 9 Other Provisions.**

1. This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. ....
2. Changes and supplements as well as termination notices need to be made inwriting.
3. If the Bidder/Contractor/Concessionaire/Authority's Engineer is a partnership or a consortium, this pact 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 remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
6. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

\_\_\_\_\_  
(For & On behalf of the Principal)

\_\_\_\_\_  
(For & On behalf of the Bidder/  
Contractor/ Concessionaire/ Authority's  
Engineer)

(Office Seal )

Place\_\_\_\_\_

Date\_\_\_\_\_

**Witness 1 :**

(Name & Address):\_\_\_\_\_

**Witness 2 :**

(Name & Address):\_\_\_\_\_

**SECTION 5: FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL.**

**Appendix C-1** Financial proposal submission form

**Appendix C-2** Summary of costs

**Appendix C-3** Breakdown of costs

**APPENDIX C-1: FINANCIAL PROPOSAL SUBMISSION FORM**

**FROM : (Name of Firm)**

**TO :**

**Address of Employer**

**Subject :**

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our proposal. Our attached financial proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes which we have estimated at (Amount in Words and Figures).

Our financial proposal shall be binding upon us upto the expiration of the validity period of the proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commission and gratuities, if any, paid or to be paid by us to agents relating to this proposal and contract execution, if we are awarded the contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
.....	.....	.....
.....	.....	.....

We understand you are not bound to accept any proposal you receive.

We remain,  
Yours  
sincerely,

**Managing Director/Head of the firm/  
Authorised Representative of the firm\***

Name of the firm

Address

\*Lead Member in case of JV

**APPENDIX C-2: SUMMARY OF COSTS**

No.	Description	Amount (Rs.)
I	Remuneration for Local Professional Staff	
II	Supporting Staff	
III	Transportation	
IV	Duty Travel to Site	
V	Office Rent	
VI	Office Supplies, Utilities and Communication	
VII	Office Furniture and Equipment	
VIII	Reports and Document Printing	
IX	Road Survey Equipment	
X	Contingencies	
	Sub Total	
	Goods and Services Tax Payable in India	
	Total Costs (Including Tax)	

Note: Payments will be made as per stipulations of the Conditions of Contract.

## APPENDIX C-3: BREAKDOWN OF LOCAL CURRENCY COSTS

### I. REMUNERATION FOR LOCAL PROFESSIONAL STAFF

#### Normal IWT/Ports Project

For Project with Construction Period of 18 months with 60 month DLP period

No.	Position	Name	Construction Period 18 months + DLP 60 months		
			Rate	No. of man-months*	Amount
	<b>Professional Staff</b>				
1.	Team Leader cum Senior Structural Engineer			1*18 + 1*60	
2.	Senior Geotechnical Engineer			1*14	
3.	Senior Hydrological Engineer			1*18	
	<b>Sub – Total</b>			110	
	<b>Sub-professional</b>				
1.	Quality cum Material Engineer			(1*18 + 1*60)	
2.	Quantity Surveyor			(1*18)	
3.	Lab Technician			(1*18 + 1*60)	
	<b>Sub Total</b>			174	
	<b>Total</b>			284	

\* Man-months against each Key personnel/Sub professional same as specified in Enclosure A of TOR.

### II. Support Staff

No.	Position	Name	Staff Months (Construction Months + DLP/Maintenance Period)	Billing Rate()	Amount( )
1.	Office Manager cum Accountant	TBN	1*18 + 1*60		
2.	Steno cum Computer Operator	TBN	1*18 + 1*60		
3.	Office Boy	TBN	2*18 + 1*60		
			252	<b>Total :</b>	

**Note:** Billing rates as indicated above shall be increased in accordance of clause 6.2(a) Special Conditions of Contract for the personnel of all categories namely (i) key Personnel; (ii) sub-Professional personnel and (iii) Support staff. The increase as above shall be payable only on the remuneration part of Key Personnel, Sub-Professional Personnel and support staff. However, for evaluation of Bid proposals, the quoted initial rate shall be multiplied by the total time input for each

position on this contract, i.e. without considering the increase in the billing rates

### III. Transportation (Fixed rate on rental basis)

The vehicles provided by the Consultants shall include the cost for rental, drivers, operation, maintenance, repairs, insurance, etc. for all complete approx. 3000km/month run

Sr.No	Description of Vehicles	Qty. (No. of vehicle-month)		Total	Rate/ Vehicle-Month	Amount
		During Construction Period	During DLP and O&M Period			
1	Scorpio or equivalent (not more than 3 years old)	1*18	1*60			
2	Bolero or equivalent (not more than 3 years old)	2*18	1*60			
3	Motorboat (not more than 3 years old)	1*18	1*60			
	<b>Total</b>					

### IV. Duty Travel to Site (Fixed Costs) (For all Lengths/Locations of projects): Professional and Sub-Professional Staff

Trips	Number of Trips	Rate*	Amount
Employer's Head Office	12		
Employer's Regional Office	12		

\* Rate quoted includes Hotel charges, travel cost etc. complete.

### V. Office Rent (Fixed Costs)-

The rent cost includes electricity and water charges, maintenance, cleaning, repairs, etc. complete.

Period	Nos. of Months	Rate/ month	Amount
<b>Main Office of minimum area 200 sqm</b>			
Construction Period: 1 Office should be rented only after the consultation of ED (P) regarding the location of the same.	1*18		
Maintenance Period: 1 Office should be rented only after the consultation of ED (P) regarding the location of the same.	1*60		
<b>Site Office of minimum are 100 sqm</b>			
Construction Period: 1 Office should be rented only after the consultation of ED (P) regarding the location/requirement of the same.	1*18		

Maintenance Period: 1 office should be rented only after the consultation of ED (P) regarding the location/requirement of the same.	1*60		
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**VI. Office Supplies, Utilities and Communication (Fixed Costs)**

No	Item	Months	Monthly Rate	Amount in Rs.
1.	Office Supplies	1*18 + 1*60		
2.	Drafting Supplies	1*18 + 1*60		
3.	Computer Running Costs	1*18 + 1*60		
4.	Domestic and International Communication	1*18 + 1*60		

**VII. Office Furniture and Equipment (Rental)**

The cost shall include rental charges towards all such furniture and equipment as required for proper functioning of office. Office furniture shall include executive tables, chairs, visitor chairs, steel almirahs, computer furniture, conference table etc. Office equipment shall include as a minimum of telephone (2 external & 10 internal lines), photocopier (15ppm, 12000 copies per month with A3 & A4 input) fax machine, PCs(15 No., Intel Core i5, 19" colour TFT, Cache-6MB, RAM-4 GB, HDD-250 GB, DVD Writer, Key board, optical scroll mouse, MS- Windows 11, pre-loaded anti-virus etc.), laser printers (5 nos., 14 ppm, 266 MHZ, 5000 pages per month, 600x600 dpi or better etc., Engineering Plan printer (1 no.), binding machine (1 no.), plotter A0 size, overhead projector, AC (5 no., 1.5 Ton), Water Coolers (as required)etc.

Nos. of Months	Rate/month	Amount
1*18 (during Construction period)		
1*60 (during Maintenance Period)		

**VIII. Reports and Document Printing**

No.	Description	No. of Reports	No. of Copies per Report	Total Nos. of copies	Rate per Copy ( )	Amount
1	Monthly reports (Design and Construction)	18+60	3	234		
2	Half yearly Reports	3+10	3	39		
3	Various others reports as provided in the Contract Agreement such as Completion Report	LS				
				<b>Total</b>		

**IX. Cost towards Equipments required to carry out the consultancy assignment**

Lump Sum Cost for all necessary equipments, vehicles and materials required to carry

out the consultancy assignment shall be consultant's responsibility and cost of such equipment's, vehicles and materials shall be included in the quote submitted by the consultant. No additional payments shall be made to the consultant.

**X. Contingencies**

A fixed amount of Indian Rupees **ONE MILLION** shall be included in the Financial Proposal. The provisions of Contingency shall be operated with the specific approval from the Competent Authority in NHIDCL.

## **SECTION 6: TERMS OF REFERENCE FOR AUTHORITY'S ENGINEER**

**[Note: The term "Agreement" and clauses thereof refer to the EPC Agreement dated --- entered between Authority and -----(the Contractor(s)) for the work of "Consultancy Services as Authority's Engineer for **Development of Inland Water Transport (IWT) Terminal at MMLP Jogighopa, Assam .on EPC basis."****

### **1. Scope**

1.1 These Terms of Reference (the "TOR") for the Authority's Engineer are being specified pursuant to the EPC Agreement dated ..... (the "Agreement"), which has been entered into between the Authority and ..... (the "Contractor(s)") for "Consultancy Services as Authority's Engineer **Development of Inland Water Transport (IWT) Terminal at MMLP Jogighopa, Assam .on EPC mode"**, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR .

1.2 The TOR shall apply to construction and maintenance of the Project.

1.3 The scope of assignment includes review of the designs and drawings as proposed by Contractor(s) and ensure adherence to the objectives of the project as agreed between the Contractor(s) and Authority. The Authority Engineer may propose changes/improvements to the design. The acceptance of changes proposed is subject to agreement between Contractor(s) and Authority without compromising the basic philosophy of the scheme and project schedule.

#### **1.4 Objectives of assignment:**

The Authority's Engineer is expected to play a positive role and act independently in discharging its functions thereby facilitating the smooth implementation of the project. The aim of this consultancy service is to provide qualitative Technical services for implementation and management of the above said Captive user project during its construction phase. The objectives of the proposed consultancy services are:

(i) Independently review, monitor and where required by the Contract Agreement to approve activities associated with the design, construction and operations and maintenance of the Project Facilities and Services to ensure compliance by the Concessionaire with the Project Plan.

(ii) Visit, inspect, and report to the authority on various aspects of the Project and all such activities as are provided in the Contract Agreement. Without prejudice to this, the scope of services of the Independent Engineer shall be as specified below.

(iii) The Authority Engineer shall have no authority to relieve the Contractor(s) of any of its duties or to impose additional obligations other than those expressly provided in the Contract Agreement.

#### **1.5 Role and functions of the Authority's Engineer**

The Authority's Engineer is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation of the Project. The role and functions of the Independent Engineer shall include the following:

(i) Review and approval of Detailed Project Report (DPR);

- (ii) Review of Designs, Drawings and documents stated in the Contract Agreement Rendering assistance in seeking of approval from Collector of Customs for the purpose of Operationalising the facilities services;
- (iii) Review, inspection and monitoring of Construction Works as per the statutory norms for construction/operation safety;
- (iv) Conducting and witnessing Tests on completion of construction and issuing Completion/Provisional Certificate including certification of Actual Project Cost and reasonableness of variations (+/-) if any;
- (v) Determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;
- (vi) Determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
- (vii) Assisting the Parties in resolution of disputes as regards the Design & drawings and
- (viii) Undertaking all other duties and functions as envisaged under the Agreement.

## **1.6 Review of Designs, Drawings**

- (i) The Authority Engineer shall undertake a detailed review of the Designs and Drawings to be furnished by the Contractor along with supporting data, including, if relevant the geotechnical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys and traffic surveys. The Independent Engineer shall complete such review and send its comments in accordance with the provisions in the Contract Agreement. In particular, such comments shall specify the conformity or otherwise of such Designs & Drawings with the Project Requirements, Construction Standards and Safety Standards.
- (ii) The Authority Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Contractor and furnish its comments. The Independent Engineer shall take into account comments and suggestions of the Authority, if any while furnishing the comments.
- (iii) The ~~Independent~~ Authority Engineer shall review the monthly progress reports as regards the construction works and shall report to the Authority.
- (iv) The Authority Engineer shall inspect the Construction Works on regular basis, specially on receipt of the monthly progress report from the Contractor, and make out a report of such inspection (the "Inspection Report") setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Construction Standards and Safety Standards. In a separate section of the Inspection Report, the Authority Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the Construction Works.

(v) For determining that the construction works confirm to construction standards, the Authority Engineer shall require the Contractor(s) to carry out or cause to be carried out, tests on a sample basis, to be specified by the Authority Engineer in accordance with Good Industry Practice for quality assurance. The Authority Engineer shall issue necessary directions to the Contractor(s) for ensuring that the tests are conducted in a fair and efficient manner and shall monitor and review the results thereof.

(vi) The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor(s) for its own quality assurance in accordance with Good Industry Practice.

(viii) In the event that the Contractor(s) carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or caused to be carry out, tests to determine that such remedial works have brought the Construction Works into conformity with the Construction Standards.

(ix) In the event that the Contractor(s) fails to adhere to the Project Schedule and complete the Construction Works on the specified Milestone Dates, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Authority Engineer shall determine that completion of the Jetty Project is not feasible within the time specified in the Agreement, it shall require the Contract(s) to indicate within 15 (fifteen) Days the steps proposed to be taken to expedite progress, and the period within which the Jetty Project shall be completed. Upon receipt of a report from the Contractor, the Authority Engineer shall review the same and send its comments to the Authority and the Contractor(s) forthwith.

(x) If at any time during the Construction Period, the Authority Engineer determines that it is not safe to carry on Construction Works for any reason whatsoever including if the Contractor has not made adequate arrangements for the safety of workers or other third parties or that any work is being carried out in a manner that threatens such safety, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.

(xi) Upon remedial measures being taken by the Contractor(s) for securing the safety of suspended works, the Authority Engineer shall inspect the safety measures for adequacy and recommend whether or not such suspension may be revoked by the Authority.

(xii) If suspension of Construction Works is for reasons not attributable to the Contractor, the Authority Engineer shall determine the extension of time for completion, to which the Contractor(s) is reasonably entitled, and shall notify the Authority and the Contractor(s) of the same.

(xiii) Upon receipt of intimation from the Contractor(s) on the substantial completion of the jetty, mooring system, fendering system, approach trestle and fire fighting system, that the facilities are ready for declaration as a "Landing and Shipping Place" for Cargo, the Authority Engineer shall inspect the Jetty Project facilities and on satisfying himself by the inspection, issue a "Certificate of Substantial Completion" to the extent required for the declaration as "Landing and

Shipping Place”, within two weeks.

(xiv) The Authority Engineer shall assist the Authority in preparing the application to the Customs Department for the declaration of the area as a “Landing and Shipping Place”.

(xv) Upon submission of the application to the Customs Department for the declaration of the area as a “Landing and Shipping Place”, the Authority Engineer shall follow-up and obtains the declaration by the Customs Department.

(xvi) The Authority Engineer shall carry out, or cause to be carried out, all the Tests required hereto and issue a Completion Certificate or Provisional Certificate, as the case may be, in accordance with the provisions of the Agreement.

### **Tests**

- a. Checking the Design details and the execution of work as per the standard codes of practices.
- b. Relevant tests on construction materials like cement, steel, metal and sand as per the standard codes of practices.
- c. Testing of the production schedule and flow-chart.
- d. Performance test and ratings of all equipments and accessories like marine unloading arms, pipes and pipelines, motors, gear boxes, cables, belts etc shall be witnessed by an approved third party inspection agency and Authority Engineer will verify at random basis.
- e. Test for chemical analysis of material.
- f. Test for physical properties of material.
- g. Interfacing of Contractor(s) Information system with Port ERP.
- h. Test of stability for all machines.
- i. Low strain integrity test and high strain dynamic test for piles.
- j. Cube strength.
- k. Sieve Analysis.
- l. Take over test for individual machines and system.
- m. Long term Performance test for taking over the individual POL handling system after 175 days of commissioning.
- n. All Mechanical/ Electrical installation and equipment shall be suitably tested and certified as per standard codes of practices.
- o. Pre-Operating Tests (Site performance tests) for systematic checking of all marine equipment such as mooring hooks, access gangway, berthing and system

etc., instrumentation and related facilities for the purpose of allowing the Jetty Project facilities to be operated.

p. Any other test (s) as required for environmental protection, safety standards, fire protection, Cargo handling, instrumentation, mechanical and electrical works as per the international standards.

q. Any other test (s) as specified by the Authority Engineer as required as per the standard codes of practices.

## **2 Definitions and interpretation**

2.1 The words and expressions beginning with or in capital letters and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.

2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be reference to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, *mutatis mutandis*, to this TOR.

## **3 General**

3.1 The Authority's Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

3.2 The Authority's Engineer shall perform the duties and exercise the authority in accordance with the provisions of this Agreement, but subject to obtaining prior written approval of the Authority before determining.

(a) any Time Extension.

(b) Any additional cost to be paid by the Authority to the Contractor;

(c) The Termination Payment; or

(d) Any other matter which is not specified in (a), (b) or (c) above and which creates an obligation or liability on either Party for a sum exceeding Rs. 5,000,000 (Rs. Fifty lakh.)

3.3 The Authority's Engineer shall submit regular periodic reports, once every month, to the Authority in respect of its duties and functions under this Agreement. Such reports shall be submitted by the Authority's Engineer within 10 (ten) days of the beginning of every month.

3.4 The Authority's Engineer shall inform the Contractor of any delegation of its duties and responsibilities to its suitably qualified and experienced personnel; provided, however, that it shall not delegate the authority to refer any matter for the Authority's prior approval in accordance with the provisions of Clause 18.2 EPC Agreement.

3.5 The Authority's Engineer shall aid and advise the Authority on any proposal for Change

of Scope under Article 13.

- 3.6 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Authority's Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

#### **4. Role and responsibility of Officers of the Authority**

The officer in-charge of the Authority (e.g. PD/ RO/ CGM/ Member in the case of NHAI; RO/CE/ADG in the case of MoRTH projects executed through the State PWDs; and PD/ED/Director in the case of NHIDCL) is responsible for the overall supervision and monitoring of the execution of project as the representative of the owner of the project. The Authority's Engineer is appointed to assist the Authority for carrying out the functions as detailed under clause 18.2 of the EPC Agreement. As such, an officer of the Authority is vested with all such powers and responsibilities as are enjoined upon the Authority's Engineer and is fully competent to issue any instructions for proper monitoring and supervision of the project, either by himself or through the Authority's Engineer. Instructions issued by the concerned officer of the Authority shall have the same effect as that of the Authority's Engineer in terms of this Agreement. Wherever such concerned officer issues any instructions or notice to the Contractor, he shall endorse a copy thereof to the Authority's Engineer.

#### **5.1 Construction Period**

- 5.2 During the Construction Period, the Authority's Engineer shall review and approve the Drawings furnished by the Contractor along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, and the recommendations of the Safety Consultant in accordance with the provisions of Clause 10 of EPC Agreement. The Authority's Engineer shall complete such review and approve and send its observations to the Authority and the Contractor within 15 (fifteen) days of receipt of such Drawings; provided, however that in case of a Major Bridge or Structure etc., the aforesaid period of 15 (fifteen) days may be extended upto 30 (thirty) days. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
- 5.3 The Authority's Engineer shall review and approve any revised Drawings sent to it by the Contractor and furnish its comments within 10 (ten) days of receiving such Drawings. The review/approval of drawing should be authenticated by Authority's Engineer.
- 5.4 Quality Assurance Manual and Plan forms the basis of quality of the work. It is therefore essential that the Quality Assurance Manual and Plan prepared by the Concessionaire be checked and approved. Thus, the Authority's Engineer shall check contents of Quality Assurance Plan and Manual of Concessionaire as per requirements of Quality Management System (as per ISO 9001), IRC: SP: 47-1998 and IRC: SP: 57-2000 for road bridges and roads respectively and/ or applicable Manual/Code w.r.t. project etc. The Authority's Engineer shall also offer their comments for modifying/ improving the document. After receiving the corrected document, the Authority's Engineer shall review and formally approve the QAM and Quality Plan and send one copy to the Authority. The Authority's Engineer shall complete the review of the methodology proposed to be

adopted by the Contractor for executing the Works, and convey its comments to the Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from the Contractor.

- 5.5 The Authority's Engineer shall grant written approval to the Contractor, where necessary, for interruption and diversion of the flow of traffic in the existing lane(s) of the Project Highway for purposes of maintenance during the Construction Period in accordance with the provisions of Clause 10.4 EPC Agreement.
- 5.6 The Authority's Engineer shall review the monthly progress report furnished by the Contractor and send its comments thereon to the Authority and the contractor within 7 (seven) days of receipt of such report.
- 5.7 On a daily basis, the concerned key personnel of Authority Engineer shall inspect the Construction Works. Following activities need to be undertaken during the visits.
- Review of construction including progress, quality and safety of construction
  - Inspection of defects and deficiencies in construction works
  - Witnessing quality inspection tests at labs established by Concessionaire on a sample basis

Review of quality of work shall be done in reference to Quality Assurance Plan (QAP)/Manual and ISO 9001:2008, IRC: SP: 47-1998 and IRC: SP: 57-2000 for road bridges and roads respectively and/ or applicable Manual/Code etc. The Authority's Engineer also needs to capture following documents and send to NHIDCL field office via email on a daily basis

- *Scanned copy of filled RFI (Request for Inspection) form including commentary on 'Satisfactory/Unsatisfactory' nature of work completed by Concessionaire*
- *Daily inspection report Proforma as provided in Annexure I*
- *Readings of quality inspection tests witnessed by the Consultant*
- *Minimum 6 high resolution photographs supporting the remarks made by the Authority's Engineer in RFI form* Team Leader will be responsible for sending daily emails to NHIDCL office

- 5.8 On a monthly basis, the Authority Engineer shall prepare a **Monthly Inspection Report** in accordance with the format prescribed in **Annexure V** setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Authority Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project. The Authority Engineer shall send a copy of its Inspection Report to the Authority and the Concessionaire latest by 7<sup>th</sup> of every month. Key sections of the Monthly Progress Report are as follows.

S No.	Section	Sub-Sections
1	<b>Executive Summary</b>	1.1 Construction progress in current month
		1.2 Summary of strip plan
		1.3 Detailed strip plan
		1.4 Current issues and recommended actions by AE

2	<b>Project Overview</b>	2.1 Salient Features of the Project
		2.2 Project Milestones
		2.3 Location Map
		2.4 Key Plan
3	<b>Critical issues and Action log</b>	3.1 Pending issues and action log
		3.2 Obligations as per contract
4	<b>Physical Progress</b>	4.1 Detailed physical progress by component
5	<b>Land Acquisition and Clearances</b>	5.1 LA summary
		5.2 LA detail by CALA
		5.3 LA detail by village
		5.4 Manpower with each CALA
		5.5 Clearances summary
		5.6 Status of utility shifting
6	<b>Change of Scope</b>	6.1 Status of pending COS proposals
7	<b>Mobilization of Resources</b>	7.1 Resource mobilization by contractor/ concessionaire
8	<b>Financial Progress Details</b>	8.1 Pen picture- Escrow
		8.2 Escrow details
9	<b>Summary of quality control tests</b>	9.1 Tests witnessed by IE/AE
		9.2 Tests conducted by IE/AE
10	<b>Monitoring of maintenance obligations during construction phase</b>	10.1 Critical issues and action log
		10.2 Cumulative defects and deficiencies
		10.3 Status of damages
11	<b>Safety features</b>	11.1 Pen picture on safety features at construction site
		11.2 Accident report
12	<b>Annexures</b>	Annex 1: Detailed list of physical components as per Schedule G
		Annex 2 onwards: Additional details provided by AE

- 5.9 If at any time during the Construction Period, the Authority Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.
- 5.10 The Authority's Engineer shall conduct the pre-construction review of manufacturer's reports and standard samples of manufactured Materials, and such other Materials as the Authority's Engineer may require.
- 5.11 For determining that the Works conform to Specifications and Standards, the Authority's Engineer shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in the Agreement and in accordance with Good Industry Practice for quality assurance. For purposes of this, the tests specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works issued by MORT&H (the "Quality Control Manuals") and/ or applicable Manual/Code etc. or any modifications/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance.

- 5.12 The Authority's Engineer shall test check at least 60(sixty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor.
- 5.13 The timing of tests referred to in Paragraph 5.10, and the criteria for acceptance/rejection of their results shall be determined by the Authority's Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice.
- 5.14 In the event that results of any tests conducted under Clause 11.10 establish any Defects or deficiencies in the Works, the Authority's Engineer shall require the Contractor to carry out remedial measures.
- 5.15 The Authority's Engineer may instruct the Contractor to execute any work which is urgently required for the safety of the Project Highway, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of Clause 21.6 of EPC Agreement shall apply.
- 5.16 In the event that the Contractor fails to achieve any of the Project Milestones, the Authority's Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Authority's Engineer shall determine that completion of the Project Highway is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be take to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Contractor, the Authority's Engineer shall review the same and send its comments to the Authority and the Contractor forthwith.
- 5.17 The Authority's Engineer shall obtain from the Contractor a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued pursuant to Clause 12.2 of EPC Agreement.
- 5.18 Authority's Engineer may recommend to the Authority suspension of the whole or part of the Works if the work threatens the safety of the Users and pedestrians. After the Contractor has carried out remedial measure, the Authority's Engineer shall inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked.
- 5.19 In the event that the Contractor carries out any remedial measures to secure the safety of suspended works and users, and requires the Authority's Engineer to inspect such works, the Authority's Engineer shall inspect the suspended works within 3 (three) days of receiving such notice, and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.
- 5.20 The Authority's Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-K and issue a Completion Certificate or Provisional Certificate as the case may be. For carrying out is functions under this Paragraph 5.18 ~~4.18~~ and all matters incidental thereto, the Authority's Engineer shall act under and in accordance with the provisions of Article 12 and Schedule-K. The Authority's Engineer shall use all

necessary Equipment's, machinery and materials required to carry out the consultancy assignment shall be consultant's responsibility in carrying out the tests.

## **6 Maintenance Period**

- 6.1 The Authority's Engineer shall aid and advise the Contractor in the preparation of its monthly Maintenance Programme and for this purpose carry out a joint monthly inspection with Contractor.
- 6.2 The Authority's Engineer shall undertake regular inspections, at least once every month to evaluate compliance with the Maintenance Requirements and submit a Maintenance Inspection Report to the Authority and the Contractor.

## **7 Determination of costs and time**

- 7.1 The Authority's Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.
- 7.2 The Authority's Engineer shall determine the period of Time Extension that is required to be determined by it under the Agreement.
- 7.3 The Authority's Engineer shall consult each Party in every case of determination in accordance with the provisions of Clause 18.5 of EPC Agreement.

## **8 Payments**

- 8.1 The Authority's Engineer shall withhold payments for the affected works for which the Contractor fails to revise and resubmit the Drawings to the Authority's Engineer in accordance with the provision of Clause 10.2.4 (d) of EPC Agreement.
- 8.2 Authority's Engineer shall
  - (a) within 10 (ten) days of receipt of the Stage Payment Statement from the Contractor pursuant to Clause 19.4, determine the amount due to the Contractor and recommend the release of 90 (ninety) percent of the amount so determined as part payment, pending issue of the Interim Payment Certificate; and
  - (b) within 15 (fifteen) days of the receipt of the Stage Payment Statement referred to in Clause 19.4, deliver to the Authority and the Contractor an Interim Payment Certificate certifying the amount due and payable to the Contractor, after adjustments in accordance with the provisions of Clause 19.10 of EPC Agreement.
- 8.3 The Authority's Engineer shall, within 15 (fifteen) days of receipt of the First stage Maintenance Payment Statement from the Contractor pursuant to Clause 19.6 of EPC Agreement, verify the Contractor's statement and certify the amount to be paid to the Contractor in accordance with the provisions of the Agreement.
- 8.4 The Authority's Engineer shall certify final payment with 30 (thirty) days of the receipt of the final payment statement of Maintenance in accordance with the provisions of Clause 19.16 of EPC Agreement.

## **9 Other duties and functions**

The Authority's Engineer shall perform all other duties and functions as specified in the Agreement.

## **10 Miscellaneous**

- 10.1 All key personnel and sub professional staff of the Authority Engineer shall use the fingerprint based (biometric) attendance system for marking their daily attendance. Attendance shall be marked at least once a day and anytime during the day. 1 Biometric Attendance System shall be installed by the Authority Engineer at its own cost at the site office in order to facilitate the attendance marking. More systems can be installed near the project highway/Project upto a maximum of 1 system per 50 km in order to encourage frequent visits of project highway/Project by key personnel and sub professional staff. A copy of monthly attendance records shall be attached with Monthly Status Report. Proper justification shall be provided for cases of absence of key personnel/ sub professional staff which do not have prior approval from Project Director of concerned stretch

- 10.2 A copy of all communications, comments, instructions, Drawings or Documents sent by the Authority's Engineer to the Contractor pursuant to this TOR, and a copy of all the test results with comments of the Authority's Engineer thereon, shall be furnished by the Authority's Engineer to the Authority forthwith.
- 10.3 The Authority's Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as - built' Drawings and keep them in its safe custody.
- 10.4 Within 90 (ninety) days of the Project Completion Date, the Authority's Engineer shall obtain a complete set of as built Drawings in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Authority, reflecting the Project Highway as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project Highway and setback lines, if any, of the buildings and structures forming part of project Facilities; and shall hand them over to the Authority against receipt thereof.
- 10.5 The Authority's Engineer, if called upon by the Authority or the Contractor or both, shall mediate and assist the Parties in arriving at an amicable settlement of any Dispute between the Parties.
- 10.6 The Authority's Engineer shall inform the Authority and the Contractor of any event of Contractor's Default within one week of its occurrence.

## **11. PERFORMANCE CLAUSE**

Authority's Engineers shall be expected to fully comply with all the provisions of the 'Terms of Reference', and shall be fully responsible for supervising the Designs, Construction and maintenance and operation of the facility takes place in accordance with the provisions of the EPC Agreement and other schedules. Any failure of the Authority Engineer in notifying to Employer and the Contractor on non-compliance of the provisions of the EPC Contract Agreement and other schedules by the EPC Contractor, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non-performance.

The Authority Engineer shall appoint its authorized representative, who shall issue on behalf of the AE, Completion Certificate along with the Team Leader and shall carry out any such task as may be decided by Employer. The AE shall take prior approval of Employer before issuing Completion Certificate. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney.

## **12. CONSULTANT'S PROPOSAL**

12.1 List of key personnel to be fielded by the Consultants shall be as below:

- (i) Team Leader cum Senior Structural Engineer - 1 No.
- (ii) Senior Geotechnical Engineer - 1 No.
- (iii) Senior Hydrological Engineer - 1 No.

- 12.2 Broad job-description and minimum qualification for key personnel mentioned above is enclosed as **Enclosure-B**. However, higher marks shall be accorded to the Candidate with higher relevant qualification and experience. All the CV's of the personals mentioned in Para5.3 (iii) of Data Sheet shall be evaluated at the time of evaluation of technical proposal. **The age of the Key Personnel should not be more than 65 years on the date of submission of 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. 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 for the Consultant. The key personnel shall also certify at the end of their bio-data proforma that they have not left any of the Employer works without completing of their assignment and have not accepted any other offer at the time of signing of the bio-data and as such shall be available to work with the Authority Engineer, if the Project is awarded. In case the key personnel leaves the assignment without approval of Employer, Employer would beat liberty to take any appropriate action against that key personnel including debarment. The CV submitted by selected firm/JV shall behoisted on official website of Employer.
- 12.3 In addition to above, consultants are required to propose other key personnel, sub-professional staff and other field engineers as detailed in **Enclosure-A** and the minimum qualification requirements for the same is enclosed in **Enclosure-B**.

### 13. PERIOD OF SERVICES

13.1 The services of an Authority's Engineer will be in phases as per ContractAgreement.

13.1.1 The appointment of the Authority's Engineer shall initially be as per details givenbelow.

Period of service (in months)	Construction period (in months)	Maintenance/ DLP Period (in months)
<b>Construction Period + DLP Period as per Civil Contract Agreement</b>	<b>18 Months</b>	<b>DLP Period as per Civil Contract Agreement (60 months)</b>

Note: The assignment shall be implemented in Construction Period (18 Months) and Maintenance Period (60 Months).

The proposed manpower deployment for this period shall be matching the activities to be performed during the said period. The time frame for services during the deployment of key personnel during this period shall be as shown in **Enclosure A**. Extension of Time for providing services of the Authority's Engineer may be extended concurrently with the Extension of Time granted, if any, to the EPC Contractor for the project, subject to satisfactory performance of the Authority's Engineer.

### 14. Project Coordinator

The Firm shall appoint a personnel from its head office to act as Project Coordinator for the assignment. He will be authorised to communicate with the Authority in respect of all matters pertaining to the project. The cost of the Project Coordinator shall be incidental to the Consultancy Assignment.

**Enclosure-A**

**MAN - MONTHS INPUT FOR KEY PROFESSIONAL STAFF  
AUTHORITY ENGINEER**

S. No.	Key Personnel	Man-month in Construction Period of 18 months	Man-month in Defect Liability Period of 60 months
<b>A: Key Personnel</b>			
1.	Team Leader cum Senior Structural Engineer	1*18	1*60
2.	Senior Geotechnical Engineer	1*14	0
3.	Senior Hydrological Engineer	1*18	0
	<b>Sub Total</b>	<b>50</b>	<b>60</b>
	<b>Total for Construction and Maintenance</b>	<b>110</b>	
<b>B: Sub Professional Staff</b>			
1.	Quality cum Material Engineer	1*18	1*60
2.	Quantity Surveyor	1*18	0
3.	Lab Technician	1*18	1*60
	<b>Sub Total</b>	<b>54</b>	<b>120</b>
	<b>Total for Construction and Maintenance</b>	<b>174</b>	
	<b>Grand Total</b>	<b>284</b>	

**Note:**

1. The other inputs like support staff shall be provided by the Consultant of an acceptable type commensurate with the roles and responsibilities of each position
2. In case of project having different construction period, Man Month Input shall be adjusted proportionately
3. The Financial Expert or Legal expert or Contract Specialist may be required for the project for specific needs. Their deployment shall be arranged by the Consultant on specific requisition from the Authority and the payment shall be made as per the actual deployment.

**QUALIFICATION OF KEY PERSONNEL**

**QUALIFICATION OF KEY PERSONNEL**

**TEAM LEADER CUM SENIOR STRUCTURAL ENGINEER**

This is the senior most position and the expert engaged as the team leader shall be responsible for reviewing the entire Project preparation and implementation activities of the Contractor(s)/Concessionaire. He shall check all the Designs being prepared by the Concessionaire, ensure execution of works on site as per specification and standards, and continuously interact with the NHIDCL and the Contractor. He shall undertake Project site visits and shall guide, supervise, coordinate and monitor the work of other experts in his team as well as those of the Concessionaire. The candidate is required to be a Senior Structural/Bridge/Coastal/ Ocean Engineer, who should have a proven record of supervising, organising and managing of construction of Major Bridges/IWT/Ports projects and also of Project preparation of large magnitudes projects, as defined below, financed by international lending agencies and others. Knowledge of Project management shall be an added advantage.

He should have the following qualification / experience.

**1. Essential Qualifications.**

- a) Graduate in Civil Engineering from recognized university.
- b) Total Professional Experience of at least 12 years in handling Major Bridge/IWT/Ports/Jetties Projects.
- c) At least 5 years experience as Team Leader/Project Manager or similar capacity in Major Bridge/IWT/Ports/Jetties Project.
- d) He should have handled as Team Leader/Project Manager or similar capacity of at least two projects in Construction Supervision / IC (of costing 40% of project cost put to tender or more of similar configuration).
- e) He should have handled as Team Leader or similar capacity of at least two Projects of project Preparation of Major Bridge/IWT/Ports/Jetties Project (Jetties /Bridge > 200m excl. approaches) (of costing 40% of project cost put to tender or more of similar configuration).
- f) Experience as Team Leader/Project Manager or similar capacity in Operation and Maintenance of Major Bridge/IWT/Ports/Jetties Project (of costing 40% of project cost put to tender or more of similar configuration).

**2. Preferential Qualifications.**

- a) Post Graduate Degree in Structural Engineering or equivalent specialized stream of Civil engineering.
- b) Major Bridge/IWT/Port/Jetties Development Projects (of costing 40% of project cost put to tender or more of similar configuration taken up under EPC.
- c) Degree/Diploma/Certificate in Project Management

**Note:** (1) Similar Capacity includes the following positions

- i. On behalf of Consultant: Team Leader / Resident Engineer (Construction

Supervision/IE/AE).

ii. On behalf of Contractor : Project Manager (Construction/ Construction Supervision)

iii. In Government Organizations : Superintending Engineer (or equivalent) and above

(2) Only those projects will be considered for evaluation at Sl. No. 1(d), 1(e) & 1(f) above, where the input of the personnel is 12 months, 9 months and 12 months respectively.

### **SENIOR GEO-TECHNICAL ENGINEER**

He will be responsible for supervising all the tests to be done in different stages of construction, besides ensuring that specified tests are done as per codal stipulations and as per the specifications laid down in the contract for all the different stages of construction. The Senior Geotechnical Engineer shall be responsible for checking and verifying the Specifications for Geotechnical investigations and the geotechnical details submitted by the Contractor. He shall assist the Team Leader & Resident Engineer in design of IWT/Jetties. He shall monitor the IWT excavation activities.

He should have the following qualification / experience.

#### **1. Essential Qualifications.**

- a) Graduate in Civil Engineering from a recognized University.
- b) Professional Experience of at least 20 years.
- c) Experience of at least 10 years in similar capacity in Construction / Construction Supervision of Major Bridge/IWT/Ports/Jetties projects.
- d) Experience as Pavement / Geotechnical Engineer in Construction/Construction Supervision of at least 4 Major Bridge/IWT/Ports/Jetties projects (of costing 40% of project cost put to tender or more of similar configuration and above).

#### **2. Preferential Qualifications.**

- a) Post Graduate Degree in Geotechnical Engineering/ Foundation Engineering/ Soil Mechanics/ Rock Mechanics.

### **SENIOR HYDROLOGICAL ENGINEER**

Shall be responsible for the overall designing and overseeing projects including Jetties, waterways, beaches and waste systems. Monitoring and repairing hydraulic equipment such as turbines, tanks, conduits, pumps and pressure valves, using computer technology to calculate flow statistics, overseeing other types of engineers related to specific hydraulic projects, if required hydrological engineer may also be expected to build laboratory models to study the construction of water-related structures and examine the flow patterns of water. He shall ensure that safety provisions as per relevant codes are strictly followed at site during Construction of IWT and Jetties and also during the Maintenance Period.

#### **1. Essential Qualifications.**

- a) Graduate in Civil Engineering/ Mechanical Engineering/ Environmental Engineering or equivalent from a recognized University.
- b) Professional Experience of at least 20 years.
- c) Experience of at least 10 years in similar capacity in Construction / Construction Supervision of major Bridge/IWT/Ports/Jetties projects.

- d) Experience as Hydrological Engineer in Construction/Construction Supervision of at least 4 major Bridge/IWT/Ports/Jetties projects (of costing 40% of project cost put to tender or more of similar configuration and above).

**2. Preferential Qualifications**

- a) Post Graduate Degree in Environmental Engineering/ M.Tech in Hydrology/ M.Sc. in Hydrology or equivalent from a recognized university.

## **SUB PROFESSIONAL:-**

### **QUALITY CUM MATERIAL ENGINEER**

The Candidate should be Graduate in Civil Engineering or diploma in Civil Engineering with 5 years as Senior Quality/ Material Expert or in similar capacity in Construction / Construction Supervision /major Bridge/IWT/Ports/Jetties projects. The Quality/Material Expert shall review the test results of bore holes, quarry and borrow area material to find out their strength characteristics and suitability for using them in construction. He shall inspect the Concessionaire's field laboratories to ensure that they are adequately equipped and capable of performing all the specified testing requirements of the contract. He shall look into the quality assurance aspect of the construction works and supervise the setting-up of the various Concessionaire's rock crushers and bituminous mixing plants to ensure that the specified requirements for such equipment are fully met. Experience in latest Quality Management techniques in Major Bridge/IWT/Ports/Jetties projects shall have added advantage.

### **QUANTITY SURVEYOR**

He should be Graduate or equivalent in Civil Engineering having Min. 5 years of professional experience in preparation of highway project estimates. He should have Min. 3 years experience in Preparation of Bill of Quantities/estimates for major bridge/IWT/Ports/Jetties projects costing Rs. 100 Crore or above.

### **Lab Technician:**

They should be at least Diploma-holders in civil engineering with at least 6 years of experience in handling the quality control tests laboratories for major bridge/IWT/Ports works or Graduates in Science with atleast 4 years of relevant experience in the field of testing of major bridge/IWT/Ports projects.

**Annexure I- Daily Inspection Report in construction period**

**The Authority's Engineer shall submit a daily inspection report in construction period in format duly approved by the Engineer-In-Charge.**

## **Annexure II- Daily Inspection Report in O&M period**

**The Authority's Engineer shall submit a daily inspection report in O&M period in format duly approved by the Engineer-In-Charge.**

**Annexure III- Weekly Inspection Report in O&M period**

**The Authority's Engineer shall submit a weekly inspection report in O&M period in format duly approved by the Engineer-In-Charge.**

#### **Annexure IV- Month of survey for equipment based IWT/Jetty condition assessment**

Equipment based inspection shall be done by the Authority's Engineer twice a year as per the month of the year defined in the following table.

However, since the first survey shall be conducted at the time of completion testing, the following modification to the schedule shall be adopted. For example, if majority of highway length (>50%) passes through a state, where defined survey months are May and November, if completion testing is conducted in April, then the first equipment based survey shall be conducted in the month of April. This shall be considered as the equipment based survey to be conducted in the month of May. The 2<sup>nd</sup> equipment based survey shall be conducted in the month of November, the 3<sup>rd</sup> survey shall be conducted in the month of May and so on. As regards FWD, the first test/survey shall be conducted at the time of completion in April. The 2<sup>nd</sup> test/survey shall be conducted in April of next year and soon.

<b>Region</b>	<b>State</b>	<b>Survey before rains</b>	<b>Survey after rains</b>
East	Bihar	May	Nov
East	Chhattisgarh	May	Nov
East	Jharkhand	May	Nov
East	Orissa	May	Nov
East	West Bengal	May	Nov
Central	Madhya Pradesh	May	Nov
NE	Arunachal Pradesh	Mar	Oct
NE	Assam	Mar	Oct
NE	Manipur	Mar	Oct
NE	Meghalaya	Mar	Oct
NE	Mizoram	Mar	Oct
NE	Nagaland	Mar	Oct
NE	Sikkim	Mar	Oct
NE	Tripura	Mar	Oct
North	Chandigarh	May	Nov
North	Delhi	May	Nov
North	Haryana	May	Nov
North	Himachal	May	Nov
North	Jammu And Kashmir	May	Nov
North	Punjab	May	Nov
North	Uttar Pradesh	May	Nov

<b>Region</b>	<b>State</b>	<b>Survey before rains</b>	<b>Survey after rains</b>
North	Uttaranchal	May	Nov
South	Andaman And Nicobar Islands	Apr	Nov
South	Andhra Pradesh	Apr	Nov
South	Karnataka	Apr	Nov
South	Kerala	Apr	Nov
South	Pondicherry	Jun	Jan
South	Tamil Nadu	Jun	Jan
West	Dadar Nagar Haveli	Apr	Oct
West	Daman And Diu	Apr	Oct
West	Goa	May	Nov
West	Gujarat	Apr	Oct
West	Maharashtra	May	Nov
West	Rajasthan	Apr	Oct

## **Annexure V- Monthly Progress Report in Construction Phase**

**The Authority's Engineer shall submit a Monthly Progress Report in construction phase in format duly approved by the Engineer-In-Charge.**

**Annexure VI- Monthly Progress Report in O&M Phase**

**The Authority's Engineer shall submit a Monthly Progress Report in O&M phase in format duly approved by the Engineer-In-Charge.**

**Annexure VII**

**Deleted.**

## **SECTION 7: DRAFT FORM OF CONTRACT**

**Note:** This draft Agreement is a generic document and shall be modified based on particular of the Project.

**CONTRACT FOR CONSULTANT'S SERVICES**

Between

---

(Name of Client)

And

---

(Name of Consultant)

Dated:

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1.

**FORM OF CONTRACT**

**COMPLEX TIME BASED ASSIGNMENTS**

This CONTRACT (hereinafter called the "Contract") is made the \_\_\_\_ day of the Month of \_\_\_\_\_, 2021\_, between, on the one hand \_\_\_\_\_(hereinafter Called the "Client) and, on the other hand \_\_\_\_\_ hereinafter called the "Consultants")

*[Note\*: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:*

*"...(hereinafter called the "Client")and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly severally liable to the Client for all the Consultants' obligations under this Contract, namely, \_\_\_\_\_ and \_\_\_\_\_(hereinafter called "Consultants")]*

**WHEREAS**

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultants, having represented to the Client that they have the required professional skills ,and 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:

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix ].

- Appendix A : Description of the Services**
- Appendix B : Reporting Requirements**
- Appendix C : Key Personnel and Sub-consultants**
- Appendix D : Medical Certificate**
- Appendix E : Hours of Work for Key Personnel**
- Appendix F : Duties of the Client**
- Appendix G : Cost Estimates**
- Appendix H : Form of Performance Bank Guarantee**

- Appendix I : Form of Bank Guarantee for Advance Payments**
- Appendix J : Letter of invitation**
- Appendix K : Letter of Award**
- Appendix-L : Minutes of pre-Bid Meeting**
- Appendix-M : Memorandum of Understanding (in case of JV)**

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) The Client shall make payments to the Consultants in accordance with theProvisions 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  
[NAME OF THE CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF  
[NAME OF THE CONSULTANTS]

By

(Authorized Representative)

[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatures, e.g. in the following manner ]

FOR AND ON BEHALF OF EACH OF  
THE MEMBERS OF THE CONSULTANTS

[Name of the Member]

By

(Authorized Representative)

*[Name of the Member]*

By

(Authorized Representative)

## **GENERAL CONDITIONS OF CONTRACT**

### **1. General Provisions**

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

#### **1.1 Definitions**

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country [or in such other country as may be specified in the Special Conditions of Contract (SC)], 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;
- (e) 'GC' means these General Conditions of Contract;
- (f) "Government" means the Government of Client's Country;
- (g) 'Local currency' means the Indian Rupees;
- (h) "Consultant" wherever mentioned in this Contract Agreement means the "Authority Engineer (AE)" and includes sub-consultants or Associates engaged by the primary consultant.
- (i) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Sub-Consultants and or Associates 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 the Government's Country, "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government's Country; and 'key personnel' means the personnel referred to in Clause GC 4.2 (a).

- (l) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to his contract, as described in Appendix A hereto. The scope of work will be strictly as given in various Clauses in TOR. The approach and methodology to be adopted by the Consultant for carrying out the assignment as Authority

Engineer may be modified depending on the site requirements and work programme of the EPC Contract or after mutual discussions with Employer, the EPC Contractor and the Authority Engineer. The work plan as indicated by the Consultant may be modified accordingly to the site requirements.

- (n) "Sub-Consultant and or Associates "means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (o) "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 principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **1.3 Law Governing Contract**

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

## **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 Headings**

The headings shall not limit, alter or affect the meaning 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, telegram or facsimile 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 Appendix A hereto and, where the location of a particular task is not so specified, at such locations whether in Government's Country 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, 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, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law. Goods & Service tax as applicable shall be paid to the Authority's Engineer while making payment for services rendered. The consultants shall then deposit the same with the tax authorities and provide a proof of having done so within next 90 days in line with policy circulars issued by Employer.

## **2. Commencement, Completion, Modification and Termination of Contract**

### **2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date (the "Effective 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 GC2.9 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 as the case may be, has been obtained. 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 in to account at the time of the conclusion of this Contract and(B) avoid or overcome in the carrying out of its obligations hereunder .
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **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.

Extension of Time for providing services of the Authority's Engineer shall be extended concurrently with the Extension of Time granted, if any, to the EPC Contractor for the project, subject to satisfactory performance of the Authority's Engineer.

#### **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 (h) of this Clause GC 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 GC 2.8 herein above, 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) in solvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 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.
- (g) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

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

- (h) if EPC Contractor represents to Employer that the Consultant is not discharging his duties in a fair, efficient and diligent manner and if the dispute remains unresolved, Employer may terminate this contract.

2.9.1.1 - Deleted -  
2.9.1.2 - Deleted -

### **2.9.2 By the Consultants**

The Consultants may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC2.9.2, 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 Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

### **2.9.3. Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC2.4 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 GC 3.3 hereof;
- (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 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 GC2.9.1 or GC2.9.2 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 GC 3.9 or GC 3.10 hereof.

### **2.9.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 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):

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of their turn 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 GC 2.9.1 or in Clause GC2.9.2 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 GC8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **2.9.7 Debarment for Future BIDS**

As a natural consequence of the termination, due to the Consultant's failure, the Consultant shall be deemed to have been debarred for a period of 2 years and shall not be eligible to bid for any Contract of the Authority either singularly or in a JV or its Related parties.

(Explanation:- Such debarment shall be natural consequence of termination. No separate Show Cause/ Proceeding shall be initiated for placing such contractor under debarment).

## **3. Obligation 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 and or Associates, as well as the Personnel of the Consultants and any Sub-consultants and or Associates, 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 GC6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, 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 and or Associates, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

**3.2.2** If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the Client (Employer) and or Associates Bank or of the Association, as the case maybe, and other funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

### **3.2.3 Consultants and Affiliates Not to engage in Certain Activities**

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 or Associates and any entity affiliated with such Sub Consultant and or Associates, 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. .

### **3.2.4 Prohibition of Conflicting Activities**

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and or Associates and their Personnel not to 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; and
- (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 relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

### **3.4 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 coverages, as shall be specified in the 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 such bases as may be specifically referred to in the SC) ; (ii) shall permit the Client or its designated representative periodically, and upto 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; and (iii) shall permit the client to inspect the Consultant's accounts and records relating to the performance of the Consultant and 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 'C' ("Consultants' Sub-consultants' Key Personnel") merely by title but not by name;
- (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; and

- (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 B here to, 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, other documents and software prepared by the Consultants for the Client under this Contract 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 and software. Restrictions about the future use of these documents and software, if any, shall be 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 at the expense of the Client in an amount equal to their full replacement value.

## **4. Consultants' Personnel and Sub-consultants and or Associates**

### **4.1 General**

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants 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 Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods "of engagement of Key Personnel set forth in Appendix C 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 GC 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 C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set for this Clause GC 6.1 (b) of this Contract.

#### **4.3 Approval of Personnel**

The Key Personnel i.e. Professional Staff and Sub-consultants listed by title as well as By name in Appendix C 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 and (in the case of Key personnel to be used within the country of the Government) a copy of a satisfactory medical certificate in the form attached here to as Appendix D. If the Client does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, 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 Personnel are set forth in Appendix E 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 E hereto.
- (b) The Personnel of all types engaged by Consultant to provide Services on this Contract shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave **except as specified in Appendix E** 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 C**. Any taking of leave by Personnel shall be subject to the prior approval by the Client and the Consultants 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 Key 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 signing of contract the key personnel can excuse themselves on valid grounds, e.g., selection on some other assignment, health problem developed after signing of contract, 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 signing of contract the, the Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than three Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Replacement of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement. Replacement of one Key Personnel shall be permitted subject to reduction of remuneration equal to 5 % (five per cent) of the total remuneration specified for the Key Personnel who is proposed to be replaced. In case of second replacement the reduction in remuneration shall be equal to 10% (ten per cent) and for third and subsequent replacement, such reduction shall be equal to 15% (fifteen per cent) If the consultant finds that any of the personnel had made false representation regarding his qualification and experience, he may request the Employer for replacement of the personnel. There shall be no reduction in remuneration for such replacement. The replacement shall however be of equal or better score. The personnel so replaced shall be debarred from future projects for 2 years.

**4.5.4** 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.

**4.5.5** 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 a replacement with qualifications and experience acceptable to him. For such replacement there will be no reduction in remuneration.

**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 / MoRTH projects.

#### **4.6 Resident Team Leader and Coordinator**

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person from its Head Office as Project Coordinator who shall be responsible for day to day performance of the Services.

## **5. Obligations 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:

- (c) 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;
- (d) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Government's country;
- (e) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their -eligible dependents;
- (f) 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;
- (g) assist the Consultants and the Personnel and any Sub-consultants and or Associates employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (h) grant to the Consultants, any Sub-consultants and or Associates and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services: and
- (i) Provide to the Consultants, Sub-consultants and or Associates and Personnel any such other assistance as may be specified in the SC.

### **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-Consultant 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 GC 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 F at the times and in the manner specified in said Appendix F, 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 it 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 GC 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 GC 6 of this Contract.

#### **5.6 Counterpart Personnel**

- (a) If so provided in Appendix F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such **Appendix F**. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- (b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix F, the Client and the Consultants shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereof.

### **6. Payments to the Consultants**

#### **6.1 Cost Estimates; Ceiling Amount**

- (a) An estimate of the cost of the Services payable is set forth in Appendix G.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of these ceilings.

- (c) Notwithstanding Clause GC6.1 (b) hereof, if pursuant to clauses GC5.3, 5.4 or 5.6 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 GC6.1(a) above, the ceiling or ceilings, as the case maybe, set forth in Clause GC6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

## 6.2 Remuneration and Reimbursable Expenditures

- (a) Subject to the ceilings specified in Clause GC6.1(b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC2.3 and Clause SC2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.
- (c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in SC.
- (d) Notwithstanding anything to the contrary stated in the GCC and SCC, it shall be mandatory to deploy the key personnel and sub-professional as per the Man-Months Input specified in the Terms of Reference.

Inadequate deployment of key personnel and sub-professional shall lead to deduction in the monthly payment as per following table. The key personnel and sub-professional shall be considered to be inadequately deployed if he/she is not present for at least 90% of the time stipulated in the month, as per the Man Months Input in the Terms of Reference and the Deployment Schedule proposed by the firm.

Sr. No.	Personnel	% reduction in monthly payment
1	Team Leader cum Senior Structural Engineer	25%
2	Senior Geotechnical Engineer	25%
3	Senior Hydrological Engineer	25%

For avoidance of doubt, in case the Team Leader cum Senior Structural Engineer has not been made available for 90% of the stipulated time in the month, then only 80% of the monthly payment shall be released. In the case of "Other Key Personnel" and "Sub - Professional Staff", the average availability across the group shall be considered for calculation.

## 6.3 Currency of Payment

All payments shall be made in Indian Rupees and shall be subjected to applicable Indian laws withholding taxes if any.

#### **6.4 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 interest bearing 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)to be in the form set for thin Appendix I hereto or in such other form as the Client shall have approved in writing.
- (b) As soon as practicable and not later than fifteen (15days)after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC6.3 and 6.4 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) 75% of bill raised by the Consultant shall be paid within 72 Hrs and remaining bill may be paid after due scrutiny. The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within thirty (30) days after the receipt by the Client of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest 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.
- (d) 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 ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall there upon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has 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.

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

## **7. Fairness and Good Faith**

### **7.1 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.

### **7.2 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 GC 8 hereof.

## **8. Settlement of Disputes**

### **8.1 Amicable Settlement**

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

### **8.2 Dispute Resolution**

8.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 8.3.

8.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non – privileged records, information and data pertaining to any dispute.

### **8.3 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon [Managing Director of NHIDCL] and the Chairman of the Board of Directors of the Consultant

or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10(ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10(ten) day period or the Dispute is not amicably settled within 15(fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 8.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the Provisions of Clause 8.4.

#### **8.4 Arbitration**

**8.4.1.** Any Dispute which is not resolved amicably by conciliation, as provided in Clause 8.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 8.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 as amended. The venue of such arbitration shall be \*\*\*\*\* and the language of arbitration proceedings shall be English.

**8.4.2** Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator to be appointed as per the procedure below

(a) Parties 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 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.

#### **8.4.3 Substitute Arbitrator**

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.

#### **8.4.4 Qualifications of Arbitrator**

The sole arbitrator selected pursuant to Clause 8.2.1 hereof shall be expert with extensive experience in relation to the matter in dispute.

**8.4.5** The Arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 8 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

**8.4.6** The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

**8.4.7** This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder

**8.4.8 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;
- (c) The decision of sole arbitrator 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; and
- (d) The schedule of Expenses and Fee payable to the Arbitrator shall be as under

Sr. No.	Particulars of Fees and Expenses	Maximum amount payable per case
1	Fee	(i) Rs. 25,000/- per day; (ii) 25% extra on fee at (i) above in case of fast-track procedure as per Section -29 (B) of A&C Act; Or 10%extra onfeeat (i) aboveif award ispublished within 6 months from date of entering the reference by AT; Alternatively, the Arbitrator mayoptfor alump–sum fee of Rs. 5.00 Lakh per case including counter –claims.
2	Reading charges- one Time	Rs 25,000/- per case including counter claims.
3	One –time charges for Secretarial Assistance and Incidental Charges (telephone, fax, postage etc.)	Rs. 25,000/- per case
4	One time charges for publishing/declaration of the Award	Rs. 40,000/-
5	Other expenses (As per actual against bills subject to celling given below	
(i)	Travelling expenses	Economy class (by air), First class AC (by train) and AC Car (by road)
(ii)	Lodging and Boarding	Rs. 15,000/-per day (in metro cities); or Rs. 8000 per day (in other cities); or Rs. 5,000/- per day, if any Arbitrator makes their own arrangements.
6.	Local travel	Rs. 2,000 /- per day

7	Extra charges for days other than meeting days (maximum for 2 X ½ days)	Rs. 5000 /- per ½ day for outstation Arbitrator
Note	1. Lodging boarding and travelling expenses shall be allowed only for the arbitrator who is are residing 100 kms. away from the venue of meeting,	
	2. Delhi, Mumbai, Chennai, Kolkata, Bengaluru and Hyderabad shall be considered as Metro cities.	

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 <Agency> before appointment of the Arbitrator

## 9. Fake CV

If any case of fake/incorrect/inflated CV is found, it shall be dealt with very severely and would result in all possible penal action including blacklisting from future projects of NHIDCL. This would also apply even when the consulting firm is not successful in getting the assignment. *In case CV of a person is turned out to be fake/incorrect/inflated during the assignment, the consultancy firms will have to refund the salary and perks drawn including interest @12% per annum in respect of the person apart from other consequences.* In addition to above, 10% of the salary and perks to be refunded shall be recovered from the Firm as penalty.

**II. SPECIAL CONDITIONS OF CONTRACT**

GC Clause

**A. Amendments of, and Supplements to, Clauses in the General Conditions of Contract**

1.1(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:

Client: Address of Employer

Attention:

Telex : \_\_\_\_\_

Facsimile : \_\_\_\_\_

Consultant: Address of Consultant

Attention:

Cable address : \_\_\_\_\_

Telex : \_\_\_\_\_

Facsimile : \_\_\_\_\_

*[Note' : Fill in the Blanks]*

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 telexes, 24 hours following confirmed transmission;
- (c) in the case of telegrams, 24 hours following confirmed transmission; and
- (d) in the case of facsimiles, 24 hours following confirmed transmission.

1.8 The Member in Charge is: Member (P) Sh. \_\_\_\_\_

*(Note: If the Consultants consist of a joint venture of more than one entity, the name of the entity whose address is specified in SC1.6.1 should be inserted here. If the Consultants consist of one entity, this Clause 1.8 should be deleted from the SC)*

1.9 The Authorised Representative are:

For the Client: \_\_\_\_\_

For the Consultants: \_\_\_\_\_

1.10 The Consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees,

levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.1 The effectiveness conditions are the following:

i) Approval of the Contract by the client

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 one month or such other time period as the Parties may agree in writing.

2.4 The time period shall be 78 months (18 month for construction period and 60 months for Maintenance period)

### **3.4 Limitation of the Consultants' Liability towards the Client**

(a) Except in case of gross 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) Consultant will maintain at its expenses; Professional Liability Insurance 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 period" (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 Employer in a joint venture or 'in association', the policy must be procured and provided to Employer 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 the Employer. The insurance company may provide an undertaking in this regard.

(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.

- (c) Professional Liability Insurance may be accepted for initially one year which shall be extended annually for five years. PLI shall be uniformly taken for a period of five years.

**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, of Rs. 1.0 million for the period of consultancy.
- (c) Professional liability insurance as per 3.4 (a) (ii) of SC of the consultancy, with a minimum coverage equal to estimated remuneration and reimbursable.
- (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
- (e) Insurance against loss of or damage to(i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and(iii)any documents prepared by the Consultants in the performance of the Services.

3.7(c) The other actions are

"(i) taking any action under a civil works contract designating the Consultants as "Authority's Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".

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 Structural Engineer in Appendix C shall serve in that capacity, as specified in Clause GC 4.6."

6.1(b) The amount payable Indian Rupee is : \_\_\_\_\_

6.2(a) "Payments for remuneration and reimbursable items made in accordance with Clause GC 6:2(a) :

- (i) Consultants shall be paid billing rates for services rendered by the personnel of all categories namely (i) key Personnel; (ii) sub-Professional personnel and (iii) Support staff on man-month basis . Billing rates of remaining items of the financial proposal, namely (i) transportation , (ii) Duty travel to site (iii) Office Rent, (iv) office supplies communication etc. (v) reports & document printing and (vi) survey equipment etc. shall be worked out month wise as per actual expenditure Beginning 13<sup>th</sup> months

from the last date of submission of bid, billing rates shall be increased to cover all items of contract i.e. remuneration, vehicle hire, office rent, consumables, furniture etc. @ 5% every 12 months. However, for evaluation and award of the Bid proposals, the quoted initial rate (as applicable for first 12 months from last date of submission of bid) shall be multiplied by the total time input for each position on this contract, i.e. without considering the increase in the billing rates. All payments shall be made in Indian Rupees and shall be subjected to applicable Indian laws withholding taxes if any.

- (ii) Remuneration paid pursuant to the rates set forth in Appendix G shall be adjusted every twelve (12) months (and, the first time, with effect for the billing rates earned in the 13<sup>th</sup> calendar month after the last date of submission of bid) by 5% every 12 month for personnel.

Not with standing any other provisions in the agreement in this regard, this provision will prevail and override any other provision to the contrary in this agreement.

- 6.2(b) (i) (1) Payment of Authority Engineer shall be released on approval of the monthly reports. Report shall be approved by the Authority only if it includes all the sections prescribed in the format and submitted as per specified timelines.
- (2) Payment shall be released as per rates quoted in Appendix C3- Breakup of Local currency costs
  - (3) For equipment based road inspection to be conducted in O&M phase, payment shall be released as per actual use of equipment on road and rates quoted in Appendix C3- Breakup of Local currency costs.
  - (4) If any of the report is found to be misleading or containing incorrect information as determined by the Authority, 10% of payment linked to that report shall be deducted as penalty
  - (5) It is understood(i)that the remuneration rates shall cover(A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead, and (B)the cost of back stopping by home office staff not included in the Personnel listed in Appendix C, and the Consultants' fee;(ii)that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and(iii)that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.
  - (6) Remuneration for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultants' home office and directly attributable to the Services(one hour being equivalent to 1/240th of a month) and on a calendar-day basis for time spent away from home office(one day being equivalent to 1/30th of a month).

- 6.2(b)(ii) The rates for foreign and local Personnel are set forth in Appendix G

6.4(a) The following provisions shall apply to the interest bearing advance payment and the advance payment guarantee:

- 1) An advance payment of 10% of the contract price in proportion to the quoted Indian currency (INR) in the bid shall be made within 60 days after receipt and verification of advance payment bank guarantee. The advance payment along with interest will be set off by the Client in equal installments against the statements for the first 12 months of the Service until the advance payment has been fully set off. The advance payment shall be in Indian Rupee.
- 2) The bank guarantee shall be in the amount and in the currency of the the advance payment.
- 3) Interest rates shall be 10% per annum (on outstanding amount).

6.4(c) The interest rate is 10% per annum.

6.4(e) The accounts are:

[Note: Insert account number, type of account and name and address of the Bank]

8.2 Disputes shall be settled by arbitration in accordance with the following provisions:

#### **IV. APPENDICES**

##### **Appendix A: Description of the Services**

*[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]*

**Details as per TOR**

## **Appendix B: Reporting Requirements**

*[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission etc. If no reports are to be submitted, state here "Not applicable".]*

**Please refer TOR**

## **Appendix C: Key Personnel and Sub-consultants**

*[List under: C-1      Titles [and names, if already available], detailed job descriptions and minimum qualifications. Experience of Personnel to be assigned to work in India, and staff- months for each.*

*C-2      Same information as C-1 for Key local Personnel.*

*C-3      Same as C-1 for Key foreign Personnel to be assigned to work outside India.*

*C-4      List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-4)*

**Please refer TOR**

## **Appendix D: Medical Certificate**

*[Show here an acceptable form of medical certificate for foreign Personnel to be stationed in India. If there is no need for a medical certificate, state here: "Not applicable. "]*

**The form of Medical Certificate as required under the rules of Govt. of India**

## **Appendix E: Hours of Work for Key Personnel**

The Consultants Key personnel and all other Professional / Sub Professional / Support Staff/Sub-Consultancy personnel shall work 6 days (Mondays through Saturday) every week and observe the Gazetted Holidays of Government of India as Holidays. The Consultant shall work as per the work program of the EPC Contractor. In this context in case the work plan of the Consultant needs suitable modifications, the same shall be carried out and submitted to the client for consideration. The Consultants hours of work normally shall match with that of Contractor's activities on the site. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of Project completion.

In respect of foreign personnel, one day per trip as travel time from and to the country of the Government shall be allowed.

## **Appendix F: Duties of the Client**

[List here under:

F-1 Services, facilities and property to be made available to the Consultants by the Client.

F-2 Counterpart personnel to be made available to the Consultants by the Client.]

**Please refer TOR**

## **Appendix G: Cost Estimates**

*List hereunder cost estimate in INR:*

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*
2. *Reimbursable/Rental/Fixed expenditures as follows:*
  - a. *Cost of local transportation.*
  - b. *Cost of other local services, rentals, utilities, etc.*

## Appendix H: FORM OF PERFORMANCE SECURITY

### (PERFORMANCE BANK GUARANTEE)

(Clause-13 of TOR)

To

Address of Employer:

WHEREAS \_\_\_\_\_ [Name and address of Consultants]<sup>1</sup> (hereinafter called "the consultants") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to provide the services on terms and conditions set forth in this Contract \_\_\_\_\_ [Name of contract and brief description of works] (hereinafter called the "the Contract").

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

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

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of [amount of Guarantee]<sup>2</sup> \_\_\_\_\_ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) and the guarantee shall remain valid till \_\_\_\_\_. Unless a claim or a demand in writing is made up on us on or before \_\_\_\_\_ all our liability under this guarantee shall cease.

This guarantee shall also be operable at our... ..... Branch at New Delhi (Complete Address of bank branch is mandatory), 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.

This guarantee shall be valid for a period of 26 months i.e. upto 2 months beyond the expiry of contract of 24 months.

The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of [MoRT&H/NHAI/NHIDCL/State PWD/BRO], details of which is as under:

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC CNRB0019062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Canara Bank (erstwhile Syndicate Bank) transport Bhawan, 1st Parliament Street, New Delhi-110001

Signature and Seal of the Guarantor \_\_\_\_\_ In presence of

Name and Designation \_\_\_\_\_

1. \_\_\_\_\_

(Name, Signature & Occupation)

Name of the Bank \_\_\_\_\_

Address 2. \_\_\_\_\_  
\_\_\_\_\_

(Name & Occupation)

Date \_\_\_\_\_

<sup>1</sup> Give names of all partners if the Consultants is a Joint Venture.

## Appendix I: Form of Bank Guarantee for Advance Payments

### (Reference Clause 6.4(a) of Contract)

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

Ref: Bank Guarantee: \_\_\_\_\_

Date: \_\_\_\_\_

Dear Sir,

*In consideration of M/s. \_\_\_\_\_ (herein after referred as the "Client", which expression shall, unless repugnant to the context or meaning there of include it successors, administrators and assigns) having awarded to M/s. \_\_\_\_\_ (herein after referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at \_\_\_\_\_.*

*For Contract (hereinafter called the "Contract") (scope of work) and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.*

*We \_\_\_\_\_ (Name of the Bank) having its Head Office at \_\_\_\_\_ (herein after referred to as the Bank), which expressions 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 monies payable by the Consultant to the extent of \_\_\_\_\_ as aforesaid at any time upto \_\_\_\_\_ @ \_\_\_\_\_ without 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 the advance 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 Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant 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.

Notwithstanding anything contained herein above our liability under this guarantee is limited to \_\_\_\_\_ and it shall remain in force upto and including \_\_\_\_\_ And shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. \_\_\_\_\_ on whose behalf this guarantee has been given.

This guarantee shall also be operatable at our..... Branch at Guwahati (Complete Address of bank branch is mandatory), 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 guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of [MoRT&H/NHAI/NHIDCL/State PWD/BRO], details of which is as under:

S. No.	Particulars	Details
1	Name of Beneficiary	Details may be taken from NHIDCL, RO-Assam, Guwahati
2	Beneficiary Bank Account No.	
3	Beneficiary Bank Branch	
4	Beneficiary Bank Branch Name	
5	Beneficiary Bank Address	

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_ at \_\_\_\_\_

WITNESS

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

(Official Address)

Designation(with Bank stamp)

Attorney as per Power of  
Attorney No.

Dated

Strike out, whichever is not applicable.

*Note1: The stamp papers of appropriate value shall be purchased in the name of bank  
Who issues the "Bank Guarantee".*

*Note 2: The bank guarantee shall be from a Nationalized Indian Bank or reputed foreign  
commercial Bank acceptable to client for Foreign Consultant with counter guarantee from  
Nationalized Bank. Bank guarantee furnished by Foreign Consultant shall be confirmed by any  
Nationalized Bank in India.*

## **Appendix J**

### **Letter of invitation**

## **Appendix K**

### **Letter of Award**

## **Appendix L**

**Minutes of pre-bid meeting**

**Appendix-M**

**Memorandum of Understanding  
between**

\_\_\_\_\_  
**And**  
\_\_\_\_\_

Whereas the NHIDCL / Ministry of Road Transport & Highways (MoRT&H)/ State PWD (the '**Employer**') has invited proposal for appointment of Authority's Engineer for \_\_\_\_ (Name of project) hereinafter called the Project.

And Whereas \_\_\_\_\_(Lead Partner) and \_\_\_\_\_JV partner/s have agreed to form a Joint Venture to provide the said services to the Employer as Authority's Engineer;and

Now, therefore, it is hereby agreed by and on behalf of the partners as follows:

- (i) \_\_\_\_\_will be the lead partner and \_\_\_\_\_will be the other JV partner/s.
- (ii) \_\_\_\_\_(lead partner) shall be the incharge of overall administration of contract and shall be authorised representative of all JV partners for conducting all business for and on behalf of the JV during the bidding process and subsequently, represent the joint venture for and on behalf of the JV for all contractual matters for dealing with the Employer/EPC Contractor if Consultancy work is awarded to JV.
- (iii) All JV partners do hereby undertake to be jointly and severally responsible for all the obligation and liabilities relating to the consultancy work and in accordance with the Terms of Reference of the Request for Proposal for the Consultancy Services.
- (iv) Subsequently, if the JV is selected to provide the desired consultancy services, a detailed MOU indicating the specific project inputs and role of each partner/s along with percentage sharing of cost of services shall be submitted to the Employer (Consultant may submit the detailed MOU along with percentage sharing of cost at the time of bidding also).

For \_\_\_\_\_(Name of Lead partner)

\_\_\_\_\_  
Managing Director/Head of the Firm  
Address

For \_\_\_\_\_(Name of JV partner/s)

\_\_\_\_\_  
Managing Director/Head of the Firm  
Address

For \_\_\_\_\_(Name of Associate Partner/s)

**DISCLAIMER**

The Applicant must read all the instructions in the RFP and submit the same accordingly.  
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