Request for Proposal

(For Authority's Engineer for Supervision in respect of under mentioned project)

2 Laning of Ranikor-Nonghyllam-Maheshkhola-Baghmara in the State of Meghalaya (From Design Ch. 0+000 to 129+385) under SARDP-NE "Phase-A on EPC Mode.

Package I – Improvement/ Widening to 2 lane with Earthern shoulder from Ranikor to Nongjri existing Ch. 0+000 to 31+700 (Design Length – 33.250Km)

January-2019

BUILDING INFRASTRUCTURE - BUILDING THE NATION

National Highways & Infrastructure Development Corporation Ltd.
(A Government of India Undertaking)

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REQUEST FOR PROPOSAL (RFP)

SECTION 1: INFORMATION TO CONSULTANTS

Sub: Consultancy Services for Authority's Engineer for Supervision of "Improvement/Widening to 2 Laning with earthen shoulder of Stretch from Ranikor to Nongrji existing km 0.000 to km 31.700 (Design Length- 33.250 km) in the State of Meghalaya on EPC Mode under SARDP-NE".

GENERAL:-

1. The National Highways & Infrastructure corporation (NHIDCL) (the **'Employer') invites proposals for supervision for engaging Authority's** Engineer (AE) from Consultants for the following contract package in the State of Manipur.

TABLE1: DETAILS OF PROJECT

Consultancy Package	NH No.	State	Project Stretch	Project Length (Km) / Project Cost(Cr.)	Assignment period (months)
NHIDCL/Meghalaya/AE/R-M-B/Package-1 (R-N)/2019	SH-4	Meghalaya	Improvement/Widening to 2 Laning with earthen shoulder of Stretch from Ranikor to Nongrji existing km 0.000 to km 31.700 (Design Length- 33.250 km) in the State of Meghalaya on EPC Mode under SARDP-NE	33.250 Km / 218.67 Cr.	30 months (Const. Period) + 60 months (Maintenance Period) =90 months

2. 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.

3. The proposal shall be submitted in English Language and all correspondence would be in the same language.

4. National Highways & Infrastructure Development Corporation Ltd (NHIDCL) *intends to appoint a Consultant to act as Authority's Engineer for implementation of these EPC projects.* As per the Terms and Conditions of the EPC 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 Authority's Engineers shall follow the laid down procedures given in the Contract Agreement signed between Employer and Contractor.

5. The interested consultancy firms may download the RFP document from the E-procurement portal of the NIC i.e **eprocure.gov.in** w.e.f. **the scheduled date and time as mentioned in critical date sheet**. The Consultant who downloads the RFP document from the website will be required to pay the non- refundable fee of Rs. 5,000/-at the time of the submission of the Bid proposal, in the form of Demand Draft. The RFP will be invited through e-tendering portal.The NHIDCL invites proposals *through e-procurement portal of NIC i.e eprocure.gov.in* (on-line financial bid submission) and technical bid submission by using the INFRACON* portal.**The complete BID document can be viewed / downloaded from www.eprocure.gov.in and can be viewed on official portal of NHIDCL http://www.nhidcl.com. As per schedule as given in Critical Date Sheet as under:-**

CRITICAL DATE SHEET

Bid Document /NIT Publishing Date	28.01.2019 (1700 hrs)
Bid Document Download / Start Date	28.01.2019 (1700 hrs)
Clarification Start Date (Pre bid queries)	29.01.2019 (1400 hrs)
Clarification End Date(Last date for receipt of pre bid query)	04.02.2019 (1100 hrs)
Pre bid meeting	08.02.2019 (1400 hrs)
Bid Submission start Date	15.02.2019 (1000 hrs)
Bid submission End Date (online & physical Copy)	08.03.2019 (1430 hrs)
Opening Date of Technical Bid	12.03.2019 (1500 hrs)
Date of uploading of list of Technically Qualified Applicants	15.03.2019 (1500 hrs)
Date of Opening of Financial Bids of Qualified Applicants	o be intimated with the result of technical evaluation

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

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

6. The Applicant shall furnish as part of its Proposal, a bid security of Rs. **2,00,000/-** (Rupees Two lakhs only) in the form of a Bank Guarantee (as per the format specified in Appendix N of this RFP document) or in the form of Demand Draft (the "Bid Security"), valid for 45 days beyond the validity of the bid. 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. The Bid Security will be forfeited:

(a) If a Bidder withdraws its bid during the period of bid validity. Or
(b) If the Bidder fails to accept the Employer's corrections of arithmetic errors in the Bidder's bid (if any), or
(c) If the Successful Bidder fails to sign the contract agreement with the Employer within the prescribed period, or
(d) If the Successful Bidder fails to furnish the Performance Security within the stipulated time. Unqualified bidders 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 bidder.

7. The proposal should be submitted by consultancy firms through the INFRACON. 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. Part 1).The firms scoring the qualifying marks (minimum 75%) as mentioned in RFP shall only be considered for further evaluation. Under stage 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. The first ranked Applicant shall be selected for negotiation (the "Selected Applicant") while the second ranked Applicant will be kept in reserve.

8. The total time period for the assignment as Authority's Engineer will be for Construction Period of 30 months and Maintenance period for 60 months with reduced man power (for EPC projects).

9. 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 partner). Formulation of more than one JV 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 with another consultant, both bids shall be summarily rejected. No consultant shall submit more than one bid.

10. The Applicant whether a sole applicant or lead member with joint venture(s) may include an Associate company also. The applicant shall submit a Memorandum of Understanding (MOU) with the Associate regarding the role and responsibilities of the Associate Company along with the proposal. Maximum numbers of key personnel of the associate firm during the RFP Proposal and implementation of contract is limited to 3.

11. Consulting firms meeting the following criteria are only eligible for applying for this assignment. Firms not meeting these criteria or not empanelled by MoRT&H as supervision consultant, need not apply.

A). Eligibility criteria for sole applicant firm.

Sr. No.	Experience of the firm in last 7 years		Annual Turnover***
	Preparation of DPR (NH/SH/Equivalent)	Project Supervision/IC (NH/SH/Equivalent)	
1 (a).	The firm should have minimum experience of preparation of detailed Project Report/ Feasibility Study cum Preliminary Design Report of 2/4/6**-Laning /Bridge project of aggregate length equal to 2 times or more of similar category for which RFP is invited i.e **66.50 Km**	The firm should have minimum experience of Project Supervision/Independent Engineer/Authority's Engineer of 2/4/6**-Laning /Bridge project of aggregate length equal to 3 times or more of similar category for which RFP is invited i. e **99.75 Km**	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 i.e. **4.37 Cr.** (last three years i.e. 2017-18,2016-17,2015-16)
1 (b)	Firm should also have prepared DPR/Feasibility Study cum Preliminary Design Report for at least one project of similar category of two/four/six** Laning/bridge work of 40% of project length i.e. **13.30 Km**	Firm should also have experience of Project Supervision /Independent Engineer/Authority' Engineer of at least one project of similar category of two/four/six** laning/bridge work of length equal to 40% of project length i.e. **13.30 Km**	

**2/4/6 lane as applicable for the project for which RFP is invited. For 2-lane projects experience of 4/6 lane also to be considered with a multiplication factor of 1.5. Experience of 4/6 lane shall be considered interchangeably for 4/6 laning projects. Experience of 2 lane will be considered for 4/6 laning projects with a multiplication factor of 0.75. For standalone bridge projects, experience in bridge work (either standalone project or as a part of road project) only be considered.

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 at least 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, weight age 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 weight age 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 weight age 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 weight age of turnover/experience will be considered.

12. Following enhancement factor will be used for the cost of services provided and for the turnover from consultancy business to a common base value for works completed in India:

Year of completion of services / turnover	**Enhancement factor**
Financial year in which RFP invited	1.00
One year prior to RFP	1.10
Two year prior to RFP	1.21
Three year prior to RFP	1.33

Applicant should indicate actual figures of costs and amount for the works executed by them without accounting for the above mentioned factors.

In case the financial figures and values of services provided are in foreign currency, the above enhancement factors will not be applied. Instead, 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.

13. The bidder Including individual or any of its Joint Venture Member should, in at least 2 years, have neither failed to perform for the works of Expressways, National Highways, ISC & EI works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or 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 or its implementing agencies for breach by such bidder including individual or any of its Joint Venture Member.

14. 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 thereof.

15. The two parts of the Proposal (Technical proposal and financial proposal) must be submitted on-line with all pages numbered serially, along with an index of submission as per procedure under e-tendering. The technical proposal is also required to be submitted in a hard bound form exactly as per submission made online with all pages numbered serially along with an index of submission. (Hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents). Spiral bound form, loose form, etc. will be not accepted. The Financial proposal is to be submitted online only. Submission in any other form shall not be acceptable. In the event, any of the instructions mentioned herein have not been adhered to; the Employer may reject the Proposal.

16. 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.

17. The Employer will be at liberty to carryout post award verification on the experience claim by the key personnel and the financial capacity of the consultant. Any firm/key personnel found to have provided false claims for their qualification shall be liable for debarment for a period of Two (2) years.

18. The individual key personnel proposed in the bid by the consultants or any replacement thereof should undertake that they shall have no objection

in uploading/hoisting of their credentials by Employer in public domain.

19. RFP submission must be received not later than the scheduled date and time as mentioned **in critical date sheet** in the manner specified in the RFP document at the address given below.

Address of Employer:

ATTN:	M S Deol
DESIGNATION:	General Manager (Tech)
ADDRESS:	3rd Floor, PTI Building, 4, Parliament Street,New Delhi.
Mob. NO:	011-23461629
E-MAIL ADDRESS:	gmt2@nhidcl.com; **mohandeol2006@gmail.com**

SECTION 2. 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 **Consultancy Services for Authority's Engineer for Supervision of "Improvement/Widening to 2 Laning with earthen shoulder of Stretch from Ranikor to Nongjri existing chainage from 0.000km to 31.700km (Design length- 33.250 km) in the State of Meghalaya on EPC Mode under SARDP-NE".** Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Employer.

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 (30 Months) and Maintenance Period (60 Months).

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 thereby incurring any liability to the Consultants.

1.6 Deleted

1.7 Deleted

1.8 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.

1.9 It is the Employer's policy that the consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Employer:

(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 process or 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 prices 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 for award 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;

(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.

1.10 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.

1.11 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.

1.12 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 negotiations 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 submit new staff in replacement, which would be considered in the final evaluation for contract award.

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 Employer's web-site.

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 Technical proposal through INFRACON portal of NHIDCL strictly using the input forms and the prescribed procedure of the portal:

Part 1: Technical Proposal (only through the CPPP portal i.e eprocure.gov.in**)**
Part 2: Financial Proposal (only through the CPPP portal i.e eprocure.gov.in**).**

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, a 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.
iii. No alternative Team ID may be proposed and only one CV may be proposed for each position.
iv. 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 data sheet

v. Deleted

vi. The project location is North Eastern Region and in order to promote local employment, consultant shall include at least 15% of key personnel / sub-professional /Support Staff from NE region only. A undertaking in this regard should be submitted by consultant that they will engage at least 15% of key personnel / sub-professional /Support Staff from NE region only.

3.4 Your Technical Proposal must provide the following information, using the formats of INFRACON.

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..

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 by uploading on e-tendering portal.

iii. The composition of the proposed staff team, the tasks which shall be assigned to each and their timing shall be required to be submitted at the time of Contract Negotiations by the Preferred Consultant;

iv. Requirement for submission of CVs.

a. CVs strictly in the prescribed format as per INFRACON

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 projects upto 2 years may be taken by Employer on the personnel and the Firm.

c. If same CV is submitted by two or more firms in an assignment, zero marks shall be given for such CV. Key personnel has to certify in their CV that he has not consented to any consultant other than the applicant to propose their CV for any position for this assignment. In case the key personnel is found having given consent to more than one bidder, he shall be debarred by the Employer for 2 years.

d. CVs of key personnel would have to be submitted through INFRACON. Client may also require that that at the time of Contract negotiations, CVs of the key personnel are submitted by the firm in accordance with the prescribed format and duly certified by the candidate and firm..

e. All the CVs which are to be evaluated should be complete in all respects on portal

f. If a CV score 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 at the time of contract negotiations by persons scoring at least 75% marks. The reduction in remuneration of such replacements shall be 5%, 10% and 15 % for 1st replacement, 2nd replacement and 3rd replacement respectively. In case more than 3 CV scores less than 75% marks or Team leader cum Highway Engineer scores less than 75% marks, the proposal shall be considered non-responsive. During negotiation, Key Personnel will be required to produce certificate regarding qualification and experience. However, the officials retired from MoRT&H/State/UT PWD may be exempted from producing the experience certificate.

v. Deployment Schedule for each key personnel should be formulated and incorporated at the time of contract negotiation by the Preferred Bidder which will be reviewed on quarterly basis.

vi. Estimates of the total time effort (person x months) to be provided for the services, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff and sub professional staff are required to be submitted by the Preferred Consultant at the time of Contract Negotiations.

vii. Deleted.

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

ix. Replacement of key personnel shall be considered only in unavoidable circumstances. In no case more than two replacements of key personnel shall be permitted during negotiation and in such cases Consultant and such key personnel shall have to submit affidavit to the effect that during the period of assignment specified in para 8 of Section:1, the replaced key personnel shall not be professionally employed anywhere in Employer's works. Employer shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period. The reduction in remuneration of such replacements shall be 5%and10% for 1st replacement and 2nd replacement respectively within validity period of bid. In case during negotiations held within validity period of bid, more than two replacements are sought by the H-1 consultant; his proposal shall be considered as Non-Responsive. In such case the combined score of remaining technically qualified firms, meeting the non-conflict condition shall be evaluated to arrive at new H-1. In case during interaction with the key personnel at the time of negotiation it is found that the key personnel proposed is un-suitable for the assignment position, his replacement by equivalent or better shall be provided by the consultant. The key personnel with such un-suitable CV shall not be considered in any future bids for that position for two years. No deduction for such replacement who are not found suitable during interaction shall be made. In the eventuality that a firm becomes non-responsive, for the third time, due to the action of replacements of more than 2 key personnel during negotiation, The firm and its constituent JV partners shall be debarred upto one year for Employer's consultancy projects.

x. The project location is North Eastern Region and in order to promote local employment, consultant shall include at least 15% of key personnel / sub-professional /Support Staff from NE region only.

3.5 The technical proposal must not include any financial information.

Part 2: Financial Proposal

3.6 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 rendered by the personnel of all categories namely (i) key Personnel; (ii) sub-Professional personnel and (iii) Support staff on man-moth wise. For calculating 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. The payment of remuneration and also of the reimbursable/fixed cost items shall be paid as per the actual deployment of personnel/logistics including cases, where the progress of work may be lagging behind the Scheduled milestone due to various reasons such as non-availability of certain parcels of land, forest clearance, poor performance of contractor etc. The consultant shall discuss with the Client for suitable deployment of personnel & economize other expenditure as per the requirement of progress of work. The concerned ED/GM may also demobilize the AE, if the project is at a standstill. Beginning 13thmonths from the last date of submission of bid, billing rates shall be increased for all items of contract inter alia including vehicle hire, office rent, consumables, furniture @ 5% per year.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.

3.7 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.

3.8 Consultants may express the price of their services in the Indian Rupees only.

3.9 GST 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 reimburse. GST deposited by the Consultant. Input credit as per GST act (if any) should be transferred to the employer.

4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

4.1 PREPARATION & SUBMISSION OF APPLICATIONS:

(I) Detailed RFP may be downloaded from E-tendering portal of NIC https://www.eprocure.gov.in and the Application must be submitted online following the instructions appearing on the screen.

(II) The following shall be the form of various documents in the Application:

A. Only Electronic Form (to be uploaded on the E-tendering portal

of NIC)https://www.eprocure.gov.in and INFRACON Portal https://www.infracon.nic.in

(a) Technical proposal as indicated in para -B below

(b) Financial proposal as per format prescribed in SECTION-5 of RFP. Financial proposals are to be submitted online only and no hard copy of the financial proposal should be submitted.

B. Only Electronic form to be uploaded on the E-tendering portal of Employer https://www.eprocure.gov.in and INFRACON **https://www.infracon.nic.in**

(i) Technical Proposal including

(a) Appendix-IB

(b) Power of Attorney for signing the Application

(c) If applicable, the Power of Attorney for Lead Member of JV;

(d) Copy of Memorandum of Understanding between JV partners, if applicable;

(e) Deleted

(f) INFRACON generated ID.

(ii) Cost of RFP of Rs. 5000/- (Rupees Five thousand only) in the form of demand draft in favour of Managing Director, National Highways & Infrastructure Development Corporation Ltd.(NHIDCL) payable at New Delhi;

(iii) Bid Security (for the amount given in section 1 of this document) in the form of a Bank Guarantee and the format specified in this document and

(iv) Application processing fee as applicable shall be paid to the Service provider of E-tendering portalhttps://www.eprocure.gov.in.

(III) The Applicant shall submit the original documents specified above in point no.4.1 (ii) B together with their respective enclosures and seal it in an envelope and mark the envelope as "Technical Proposal" for the Project for which proposal is submitted and name and address of the Applicant. The envelope must be clearly marked "DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE". In addition, the Application due date should be indicated on the right hand corner of the envelope. The original documents should be submitted **before the due date and time as mentioned in critical date sheet**, at the below mentioned address in the manner and form as detailed in the RFP. A receipt thereof should be obtained from the below mentioned person.

Address of Employer:
ATTN. OF: M S Deol
DESIGNATION: General Manager (Tech)
ADDRESS: 3rd Floor, PTI Building, 4, Parliament Street, New Delhi –110001.
Mob. No: 011-23461629
E-MAIL ADDRESS: gmt2@nhidcl.com; mohandeol2006@gmail.com

(IV) The Applicant shall upload scanned copies of the Technical Proposal and Financial Proposal as specified in point nos. 4.1 (ii) A & B above on the E-tendering portal and INFRACON portal of Employer **before the due date and time as mentioned in critical date sheet**. Hard copy of the documents as specified in point nos. 4.1 (ii) B above only is required to be submitted **before the due date and time as mentioned in critical date sheet**. Financial Proposal is to be submitted On-line only and no hard copy submission is to be made. In the event of any discrepancy between the original and the copy (in electronic form), the original shall prevail in technical proposal.

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 Financial Proposal and on-line/offline for 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 shall open Envelope containing Technical Proposal received as mentioned in point nos. 4.1 (ii) B at **the scheduled date and time as mentioned in critical date sheet.** i.e. in the presence of the Applicants who choose to attend. The Employer will subsequently open the Technical Proposal as mentioned in point no.4.1 (ii) A(a) above and evaluate the Applications in accordance with the provisions set out in the RFP.

(iii) The Financial Proposal 4.1 (ii) A (b) 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 electronically applying the evaluation criteria and point system specified in the data sheet. Each responsive proposal shall be attributed a technical score (S_T.) 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

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 (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

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

5.8 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$S = S_T \times Tw + S_F \times Fw$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively.

5.9 The selected Consultant shall be the first Ranked Applicant (H-1, having the highest combined score). The second ranked applicant (H-2) shall be kept in reserve and may be invited for negotiation in case the first ranked Applicants withdraws, or fails to comply the requirements specified in this document. 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 NEGOTIATIONS

6.1 Prior to the expiration period of validity of proposal, the Employer shall notify the successful firm who submitted the highest scoring proposal in writing by registered letter or facsimile and may either issue LOA if negotiations are not required or may invite it to negotiate the contract. In case two or more firms obtain same score, the firm achieving the highest Technical score shall be invited first for negotiations.

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

6.3 In case of 1st round of negotiation is not held within 180 days from the Bid Receipt Date due to reasons attributable to Employer, the lowest bidder shall be permitted for replacement upto a maximum of 50% key personnel with key personnel of equivalent or better qualifications without considering the same as replacement and without any deduction. However, for avoidance of doubt, it is clarified that replacement of key personnel whose CV has scored less than 75% marks shall continue be considered as replacement as per para 3.4.(iv) (f).

6.4 Negotiations shall commence with a discussion of your technical proposal, the proposed methodology (work plan), staffing. Agreement must then be reached on the staffing and bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimize the required outputs from the firm within the available budget and to define clearly the inputs required from the Employer to ensure satisfactory implementation of the assignment.

6.5 It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.

6.6 Having selected a firm, among other things, on the basis of an evaluation of proposed key professional staff, the Employer's expects to negotiate, a contract on the basis of the staff named in the proposal and ,prior to contract negotiations, will require assurance that this staff shall be actually available.

6.7 Replacement of key personnel shall be considered only in unavoidable circumstances. In no case more than two replacements of key personnel shall be permitted during negotiation and in such cases Consultant and such key personnel shall have to submit affidavit to the effect that during the period of assignment specified in para 8 of Section:1, the replaced key personnel shall not be professionally employed anywhere in Employer's works. Employer shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period. The reduction in remuneration of such replacements shall be 5% and10% for 1st replacement and 2nd replacement respectively within validity period of bid. In case during negotiations held within validity period of bid, more than two replacements are sought by the H1 consultant; his proposal shall be considered as Non-Responsive. In such case the combined score of remaining technically qualified firms, meeting the non-conflict condition shall be evaluated to arrive at new H1. In case during interaction with the key personnel at the time of negotiation it is found that the key personnel proposed is un-suitable for the assignment position, his replacement by equivalent or better shall be provided by the consultant. The key personnel with such un-suitable CV shall not be considered in any future bids for that position for two years. No deduction for such replacement who are not found suitable during

interaction shall be made. In the eventuality that a firm becomes non-responsive, for the third time, due to the action of replacements of more than 2 key personnel during negotiation, The firm and its constituent JV partners shall be debarred up-to one year for Employer's consultancy projects.

6.8 Each key personnel of the preferred consultant shall be called for interview at the time of negotiation at the cost of the Consultant. At the time of interview, Key Personnel will be required to produce certificate regarding qualification and experience in support of their CVs for verification and return. However, the officials retired from MoRT&H/State/UT PWD may be exempted from producing the experience certificate. The negotiations shall be concluded with a review of the draft form of Contract. The Employer and the firm will finalize the contract to conclude negotiations.

6.9 If any of the key personnel employed by NHIDCL in other project by virtue of which their claim as H1 bidder, maximum two replacements with equal or better qualifications can be considered by NHIDCL in addition to clause 6.7 above. However reduction in remuneration will apply as per clause 6.7 above

7 **AWARD OF CONTRACT**

7.1 After completion of negotiations with the consultants, the Client shall award the Contract to the selected Consultant. However, after signing of the Contract, the Client may return the unopened Financial Proposals to the unsuccessful Consultants.

7.2 The successful firm with whom the contract is signed is expected to commence the assignment on the date and at the location specified in the data sheet.

8. Post Award Verification:

The Employer will be at liberty to carryout post award verification on the experience claim by the key personnel and the financial capacity of the consultant. Any firm/key personnel found to have provided false claims for their qualification shall be liable for debarment for a period of Two (2) years.

DATA SHEET

(As Mentioned in Letter of Invitation to Consultants)

Sub clause No. in Letter of Invitation to Consultants

1.1 Pre-Proposal Conference shall be held at: Employers office at NHIDCL, 3rdFloor, Press Trust of India Building, 4-Parliament Street, New Delhi **at the scheduled date and time as mentioned in critical date sheet**.

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

2.1 Clarification may be requested 7 days prior to Pre Proposal Conference. The address for requesting clarification is:

Address of Employer's Representative:

Address of Employer:

ATTN. OF:	M S Deol
DESIGNATION	General Manager (Tech)
ADDRESS:	3rd Floor, PTI Building, 4, Parliament Street, New Delhi – 110001.
E-MAIL ADDRESS	gmt2@nhidcl.com; mohandeol2006@gmail.com

3.1 The Language of documents and correspondence will be English

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

3.3 Employer shall pay GST as per GST act. Consultants are requested to consult tax consultants for details.

3.4 The Consultants to state all cost in Indian Rupee only.

4. The time and date of submission: **As per the scheduled date and time as mentioned in critical date sheet**.

5. The points assigned to Technical Evaluation criteria are:

S. No.	Description	Marks
1	Relevant experience for the assignment	25
2	Qualifications and competence of the key staff for the assignment	75
	Total	100

(i) Sub criteria for Relevant Experience of the firm for the assignment

Year of establishment of the firm (in case of JV, year of establishment of lead member shall be considered).	2
Up to 5 years: 1,5 marks	
More than 5 years: 2 marks	
Average Annual Turnover (last three years) from consultancy business	2
< Rs 9.98 crore: 0 marks	
Rs 9.98 crore: 1.5 marks	
Add additional 0.25 (zero point two five) mark for every Turnover of Rs 4.99 crore subject to maximum 0.5 marks.	
Experience in construction supervision/Independent Engineer/Authority's Engineer in Highway projects of length equal to 14.18 km or more/bridge works of similar category (2/4/6-laning*) for which RFP invited in last seven years.	16
1 project: 12 marks	
Add 1 (one) mark extra for each completed project subject to maximum 4 marks.	
Experience in DPR preparation/Feasibility Study cum Preliminary Designing Report of Highway projects of length equal to 14.18 km or more/bridge works of similar category (2/4/6-laning*) for which RFP invited in last seven years.	5
1 project: 4 marks	
Add 0.25 (zero point two five) marks extra for each additional project subject to maximum 1 mark.	
Total	25

**2/4/6 lane as applicable for the project for which RFP is invited. For 2-lane, projects experience of 4/6 lane also to be considered with a multiplication factor of 1.5. Experience of 4/6 lane shall be considered interchangeably for 4/6 laning projects. Experience of 2 lane will be considered for 4/6 laning projects with a multiplication factor of 0.75. For standalone bridge projects, experience in bridge work (either standalone project or as a part of road project) only be considered.

In case of JV the turnover and experience details of Lead and JV partners will be added for evaluation. However consultant should submit key personnel details as per section 3, separately for Lead partner JV partner. Employer's certificate should be submitted substantiating the experience claimed by the firm.

(ii) Qualification and competence of following professional/sub-professional staff for the assignment shall be evaluated. The weightage for various key staff are as under:-

Sr. No.	Staff Position	Marks
1	Team Leader cum Senior Highway Engineer(1 nos)	20
2	Resident Engineer cum pavement specialist + road safety expert (1nos)	15
3	Sr. Contract Specialist(1 nos)	10
4	Senior Quantity Surveyor(1 nos)	10
5	Bridge/Structural Engineer (1 nos)	10
6	Material Engineer (1nos)	10
	Total	75

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

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

1. Sub criteria for qualification of Team Leader cum Senior Highway Engineer

1	**General Qualification**	**25 marks (Maximum)**
(i)	B.E/B.Tech /A.M.I.E /B.Sc in Civil Engineering	20
(ii)	Post Graduate Degree in Construction Management/Highway Engineering.	5
2	**Essential Experience**	
(a)	Total Professional Experience in handling Highway Contracts.	**15 years (Minimum)**
	Marks for **"**Total Professional Experience in handling Highway Contracts **"**	**15 marks (Maximum)**
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of years of experience	6.66% and 20%(max)
(b)	Experience as Team Leader/Resident Engineer/Project Manager or similar capacity in Highway project	**5 years (Minimum)**
	Marks for **"**Experience as Team Leader/Resident Engineer/Project Manager or similar capacity in Highway project"	**15 marks (Maximum)**
	(i) Marks for threshold	(80%)
	(ii)% increase of marks for every increase in no. of years of experience	6.66% and 20%(max)
(c)	Should have handled as Team Leader/Resident Engineer/Project Manager or similar capacity in Construction Supervision of Highways	**2 Projects (Minimum)**
	Marks for **"**Should have handled as Team Leader/Resident Engineer/Project Manager or similar capacity in Construction Supervision of Highways**"**	**25 marks (Maximum)**
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of Projects	6.66% and 20%(max)
(d)	Should have handled as Team Leader or similar capacity of at least one Projects of project preparation of major highway Project of 2/4 laning.	**1 project (Minimum)**
	Marks for **"**Should have handled as Team Leader or similar capacity of project preparation of major highway Project of 2/ 4- laning**"**	**10 marks (Maximum)**
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. Of Projects.	6.66% and 20%(max)
3.	**Desirable Experience**	

Consultancy Services for Authority's Engineer for Supervision of "Improvement/Widening to 2 Laning with earthen shoulder of Stretch from Ranikor to Nongjri existing chainage 0.000 km to 31.700 km (Design length- 33.250km) in the State of Meghalaya on EPC Mode under SARDP-NE".

(a)	Experience in Supervision of Highway Construction with Rigid/ Flexible pavement of minimum 50 km of 4/6 lane or 2 Lane equivalent)	**1 Project (Desired Minimum)**
	Marks for **"**Experience in Supervision of Highway Construction with Rigid/ Flexible pavement of minimum 50 km of 4/6 lane or 2 Lane equivalent)**"**	**5 marks (Maximum)**
	(i) Marks for threshold	(100%)
4.	**Employment with the Firm**	**1 year (Minimum)**
	Marks for **"Employment with the Firm"**	**5 marks (Maximum)**
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of years of employment with firm	6.66% and 20%(max)
	Total Score	**100**

2. Sub criteria for qualification of Resident Engineer cum pavement specialist + road safety expert

1	**General Qualification**	**25 marks (Maximum)**
(i)	B.E/B.Tech /A.M.I.E /B.Sc in Civil Engineering	20
(ii)	Post Graduate Degree in Transport /Pavement Engineering	5
2	Essential Experience	
(a)	Total Professional Experience in handling Highway projects.	12 years (Minimum)
	Marks for "Total Professional Experience in handling Highway projects"	15 marks (Maximum)
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of years of experience	6.66% and 20%(max)
(b)	Experience as Resident Engineer/Assistant Resident Engineer/Project Director/Project Manager/Superintending Engineer or equivalent/Executive Engineer or equivalent on similar construction work/Independent Engineering project.	8 years (Minimum)
	Marks for "Experience as Resident Engineer/Assistant Resident Engineer/Project Director/Project Manager/Superintending Engineer or equivalent/Executive Engineer or equivalent on similar construction work/Independent Engineering project."	25 marks (Maximum)
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of years of experience	6.66% and 20%(max)
(c)	No. of Projects of 2/4/6 Laning of 20-25 km each should have handled	2 Projects (Minimum)
	Marks for "No. of Projects of 2/4/6 Laning of 20-25 km each should have handled"	25 marks (Maximum)
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of Projects	6.66% and 20%(max)
3.	Desirable Experience	
	Experience of Construction Supervision on Highway Project of Minimum 25 km length of 4-Lane/6-Lane or equivalent 2-Lane	1 Project (Minimum)
	Marks for "Experience of Construction Supervision on Highway Project of Minimum 25 km length of 4-Lane/6-Lane or equivalent 2-Lane"	5 marks (Maximum)
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of Projects.	6.66% and 20%(max)
4	Employment with the Firm	1 year (Minimum)
	Marks for "Employment with the Firm"	5 marks (Maximum)

Consultancy Services for Authority's Engineer for Supervision of "Improvement/Widening to 2 Laning with earthen shoulder of Stretch from Ranikor to Nongjri existing chainage 0.000 km to 31.700 km (Design length- 33.250km) in the State of Meghalaya on EPC Mode under SARDP-NE".

	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of years of employment with firm	6.66% and 20%(max)
	Total Score	**100**

3. Sub criteria for qualification of Sr. Contract Specialist

1	General Qualification	25 marks (Maximum)
(i)	B.E/B.Tech /A.M.I.E /B.Sc in Civil Engineering	20
(ii)	Post Graduate Degree in Law/PG in management/certificate course in management/ certificate course in construction management/certificate course in contract management	5
2	Essential Experience	
(a)	Total Professional Experience of Contract Management.	15 years (Minimum)
	Marks for "Total Professional Experience of Contract Management "	20 marks (Maximum)
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of years of experience	6.66% and 20%(max)
(b)	Experience as Contract Specialist on any National/State Highway project.	4 years (Minimum)
	Marks for "Experience as Contract Specialist on any National/State Highway project"	20 marks (Maximum)
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of years of experience	6.66% and 20%(max)
(c)	Contract Management of a large Highway contract say over Rs.150 crore including experience of handling variation orders, claims of the contractor and there appropriate disposal	1 Projects (Minimum)
	Marks for "Contract Management of a large Highway contract say over Rs.150 crore including experience of handling variation orders, claims of the contractor and there appropriate disposal"	25 marks (Maximum)
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of Projects	6.66% and 20%(max)
(d)	Experience of Handling Arbitration cases in respect of any Highway project of minimum 25 Km length of 4-lane/6-lane or equivalent 2 Lane	1 Project (minimum)
	Marks for "Experience of Handling Arbitration cases in respect of any Highway project of minimum 25 Km length of 4-lane/6-lane or equivalent 2 Lane"	5 marks (Maximum)
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of Projects.	6.66% and 20%(max)
3	Employment with the Firm	1 year (Minimum)
	Marks for "Employment with the Firm"	5 marks (Maximum)
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of years of employment with firm	6.66% and 20%(max)
	Total Score	**100**

4. Sub criteria for qualification of Senior Quantity Surveyor

Consultancy Services for Authority's Engineer for Supervision of "Improvement/Widening to 2 Laning with earthen shoulder of Stretch from Ranikor to Nongjri existing chainage 0.000 km to 31.700 km (Design length- 33.250km) in the State of Meghalaya on EPC Mode under SARDP-NE".

1.	General Qualification	25 marks (Maximum)
(i)	B.E/B.Tech /A.M.I.E /B.Sc in Civil Engineering	20
(ii)	Post Graduate Degree in Construction Management/Engineering/certificate course in management/ certificate course in construction management/certificate course in contract management	5
2.	Essential Experience	
(a)	Professional Experience in handling Highway Contracts	15 years (Minimum)
	Marks for "Professional Experience in handling Highway Contracts"	20 marks (Maximum)
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of years of experience	6.66% and 20%(max)
(b)	Experience as Quantity Surveyor in Highway project	10 years (Minimum)
	Marks for "Experience as Quantity Surveyor in Highway project"	25 marks (Maximum)
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of years of experience	6.66% and 20%(max)
(c)	Experience as Quantity Surveyor in atleast two projects in Construction Supervision of 2/4 Laning Highways	2 Projects (Minimum)
	Marks for "Experience as Quantity Surveyor in at least two projects in Construction Supervision of 2/4 Laning Highways"	25 marks (Maximum)
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of Projects	6.66% and 20%(max)
3.	Employment with the Firm	1 year (Minimum)
	Marks for "Employment with the Firm"	5 marks (Maximum)
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of years of employment with firm	6.66% and 20%(max)
	Total Score	**100**

5. Sub criteria for qualification of Bridge/Structural Engineer

1.	**General Qualification**	**25 marks (Maximum)**
(i)	B.E/B.Tech /A.M.I.E /B.Sc in Civil Engineering	20
(ii)	Post Graduate Degree in Structural Engineering	5
2.	**Essential Experience**	
(a)	Total Professional Experience in handling Highway projects. -	**15 years (Minimum)**
	Marks for **"**Total Professional Experience in handling Highway projects"	**15 marks (Maximum)**
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of years of experience	6.66% and 20%(max)
(b)	Experience in Construction / Construction Supervision of bridge / interchange / any other structures	**10 years (Minimum)**
	Marks for **"**Experience in Construction / Construction Supervision of bridge / interchange / any other structures"	**15 marks (Maximum)**
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of years of experience	6.66% and 20%(max)
(c)	Experience in similar capacity in supervision of Highway Bridges on Pile/Well foundation.	**2 Bridges (Minimum)**

	Marks for **"**Experience in similar capacity in supervision of Highway Bridges on Pile/Well foundation"	**20 marks (Maximum)**
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of Projects	6.66% and 20%(max)
(d)	Experience in supervision of Rehabilitation and repair of Major Bridges.	2 **Bridges** (minimum)
	Marks for **"**Experience in supervision of Rehabilitation and repair of Major Bridges"	**10 marks (Maximum)**
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of Projects.	6.66% and 20%(max)
(e)	Familiar with modern methods of construction of bridges/ROB/flyover involving RCC/pre-stress concrete, design standards, technical specifications and statistical Quality Control/Assurance procedures for construction of different component of bridges.	1 **Bridges** (minimum)
	Marks for **"**Familiar with modern methods of construction of bridges/ROB/flyover involving RCC/pre-stress concrete, design standards, technical specifications and statistical Quality Control/Assurance procedures for construction of different component of bridges"	**5 marks (Maximum)**
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of Projects.	6.66% and 20%(max)
3.	**Desirable Experience**	
	Experience as a Bridge Engineer abroad	1 **Project** (Desired minimum)
	Marks for **"**Experience as a Bridge Engineer abroad"	**5 marks (Maximum)**
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of Projects.	6.66% and 20%(max)
4.	**Employment with the Firm**	**1 years (Minimum)**
	Marks for **"Employment with the Firm**"	**5 marks (Maximum)**
	(i) Marks for threshold	(80%)
	(ii) % increase of marks for every increase in no. of years of employment with firm	6.66% and 20%(max)
	Total Score	**100**

6. Sub criteria for qualification of Material Engineer

1.	**General Qualification**	**25marks (Maximum)**
(i)	**B.E/B.Tech /A.M.I.E /B.Sc in Civil Engineering**	**20**
(ii)	**Post Graduate Degree in Geo-Technical Engineering/Soil Mechanics and Foundation Engineering**	**5**
2.	**Essential Experience**	
(a)	**Professional Experience in construction of Highways / Roads / Airfield Runways**	**12 years (Minimum)**
	Marks for "Professional Experience in construction of Highways / Roads / Airfield Runways"	**15 marks (Maximum)**
	(i) Marks for threshold	**(80%)**
	(ii) % increase of marks for every increase in no. of years of experience	**6.66% and 20%(max)**
(b)	**Experience in similar capacity in Construction / Construction Supervision of Highway projects**	**5 years (Minimum)**
	Marks for "Experience in similar capacity in Construction / Construction Supervision of Highway projects"	**20 marks (Maximum)**

Consultancy Services for Authority's Engineer for Supervision of "Improvement/Widening to 2 Laning with earthen shoulder of Stretch from Ranikor to Nongjri existing chainage 0.000 km to 31.700 km (Design length- 33.250km) in the State of Meghalaya on EPC Mode under SARDP-NE".

	(i) Marks for threshold	**(80%)**
	(ii) % increase of marks for every increase in no. of years of experience	**6.66% and 20%(max)**
(c)	**Experience as Material / Geotechnical Engineer in Construction/Construction Supervision of Highway projects(4-Lane/6-lane or 2-Lane equivalent)**	**2 Projects (Minimum)**
	Marks for "Experience as Material / Geotechnical Engineer in Construction/Construction Supervision of Highway projects(4-Lane/6-lane or 2-Lane equivalent)"	**25 marks (Maximum)**
	(i) Marks for threshold	**(80%)**
	(ii) % increase of marks for every increase in no. of Projects	**6.66% and 20%(max)**
(d)	**Familiar with material property of road construction material, technical specifications and procedures of material tests and testing equipments.**	**1 Project (minimum)**
	Marks for "Familiar with material property of road construction material, technical specifications and procedure of material tests and testing equipments"	**5 marks (Maximum)**
	(i) Marks for threshold	**(80%)**
	(ii) % increase of marks for every increase in no. of Projects.	**6.66% and 20%(max)**
3.	**Desirable Experience**	
	Experience as a Material Engineer abroad	**1 Project (Desired minimum)**
	Marks for "Experience as a Material Engineer abroad"	**5 marks (Maximum)**
	(i) Marks for threshold	**(80%)**
	(ii) % increase of marks for every increase in no. of Projects.	**6.66% and 20%(max)**
4.	**Employment with the Firm**	**1 years (Minimum)**
	Marks for "Employment with the Firm"	**5 marks (Maximum)**
	(i) Marks for threshold	**(80%)**
	(ii) % increase of marks for every increase in no. of years of employment with firm	**6.66% and 20%(max)**
	Total Score	**100**

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

6. Commencement of Assignment:

The firm shall begin carrying out the services within one month of signing of the Consultancy Agreement.

SECTION 3. FORMATS FOR SUBMISSION OF FIRMS CREDENTIALS

As per the INPUT Format of INFRACON PORTAL

SECTION 4. FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

Appendix B-1	Technical proposal submission form.
Appendix B-2	Firm's comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the Employer.
Appendix B-3	Approach paper on methodology and work plan for performing the assignment.
Appendix B-4	Composition of the Team and Task(s) of each Team member
Appendix B-5	Curriculum vitae of proposed Professional staff.
Appendix B-6	Time schedule for deployment of Professional staff
Appendix B-7	Activity (works) schedule.
Appendix B-8	Affidavit for correctness of CVs of key personnel and experience claimed by the firm.

APPENDIX B-1

Technical proposal submission form.

FROM (Name of Firm)	To: (Name and Address of Client)

Ladies/Gentlemen:

Subject: Submission of Technical and Financial Proposal for **Consultancy Services for Authority's Engineer for Supervision of "Improvement/Widening to 2 Laning with earthen shoulder of Stretch from Ranikor to Nongjri existing chainage 0.000km to 31.700km (Design Length-33.250 km) in the State of Meghalaya on EPC Mode under SARDP-NE".**

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 for the above mentioned work.

We understand that Employer shall be at liberty to keep the credentials of Consultants submitted at bidding stage, in public domain and the same may be uploaded by Employer on website of NIC i.e **eprocure.gov.in**. We undertake that we shall have no objection if Employer uploads/hosts the information pertaining to credentials of our firm as well as of our key personnel.

If negotiations are held during the period of validity of the Proposal i.e. before (Date) we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive

The details of our submission through the INFRACON Portal of NHIDCL are available under the following Ids:

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

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

We remain,

Yours sincerely,

Managing Director/Head of the firm/Authorized
Representative of the firm *
Name of the firm
Address
*Lead Member in case of JV

APPENDIX B-2 :

COMMENT AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON SERVICES AND FACILITIES TO BE PROVIDED BY THE EMPLOYER (To be submitted by the Selected Bidder at the time of Contract Negotiations)

On the Terms of Reference (not more than one page):

1.

2.

3.

4.

….

On the services and facilities to be provided by the Employer (not more than one page)

1.

2.

3.

4.

….

APPENDIX B-3 :

APPROACH PAPER ON METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT
(To be submitted by the Selected Bidder at the time of Contract Negotiations)

(Not more than six pages)

APPENDIX B-4:

COMPOSITION OFTHETEAM PERSONNEL,ANDTASK(S) OF EACHTEAM MEMBER (To be submitted by the Selected Bidder at the time of Contract Negotiations)

1. Technical/Managerial Staff

Sl.	Name	Position	Task
1			
2			
3			
4			

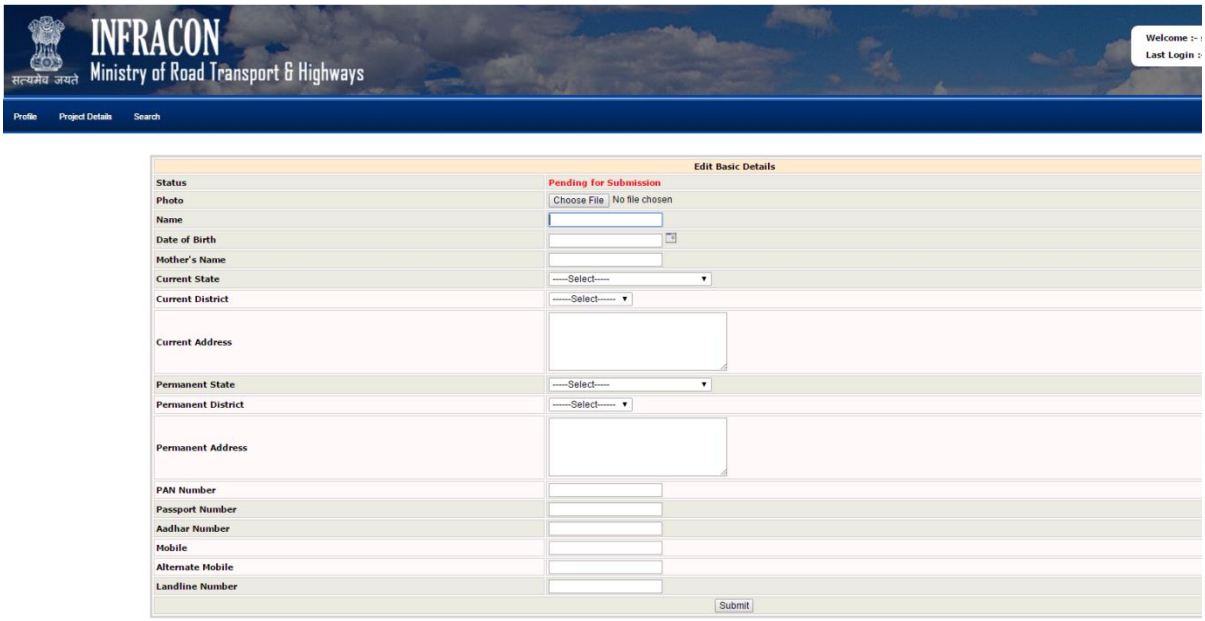
2. Support Staff

Sl.	Name	Position	Task
1			
2			
3			
4			

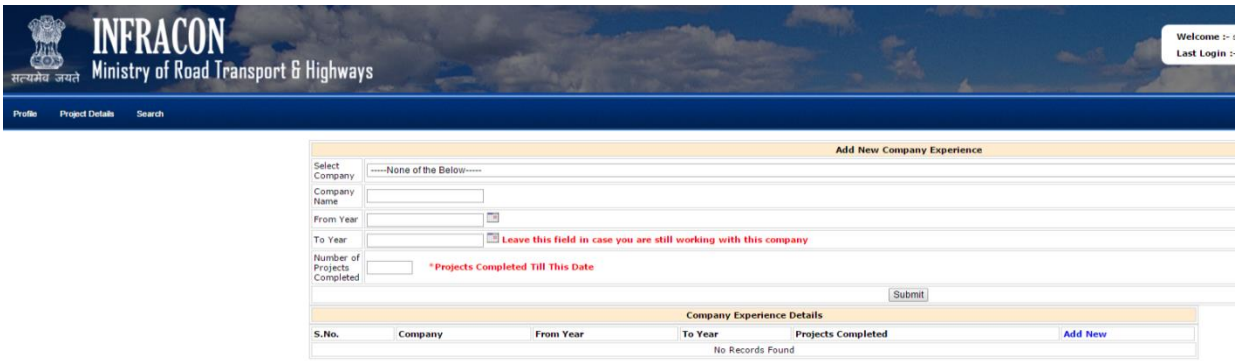
APPENDIX B-5 :

FORMATOF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONALSTAFF (Snap Shot of CV as per the detail on INFRACON Portal). However Preferred Bidder shall be required to submit the CVs of Key Personnel as per clause 3.4 (iv) (d) of Section-1

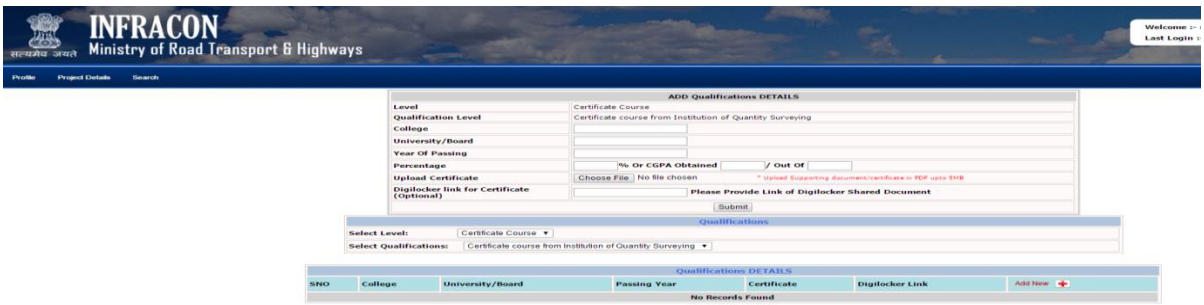
1. Basic details



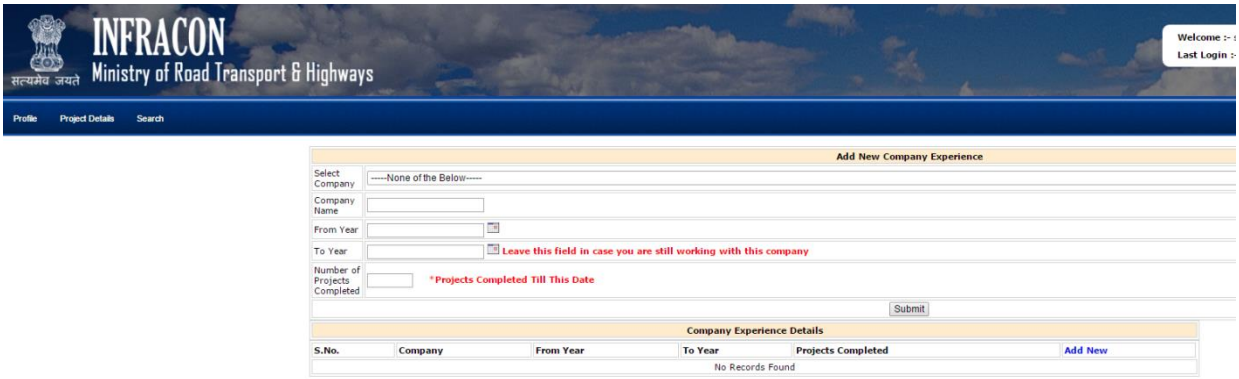
2. Company experience



3. Qualifications detail



4. Company Experience



For Key Personnel having intermittent inputs, add the following: (Upload the following certificate on INFRACON portal).

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)

Note : 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 those for which LOA has been received from the Client or for which Consultant has been declared as H1 do not exceed3 (three) for Senior Contract Specialist.

…….. Date :(Day/Month/Year)

(Signature of Key Personnel)

Certification by the firm (Upload the following Certificate on INFRACON portal)

The undersigned on behalf of ---------- (name of consulting firm) certify that the qualification and experience details of Shri ------ (name **o**f the proposed personnel and address) as described in the CV has been checked and found to be correct. It is also certified that Shri-------- (name of proposed personnel) to the best of our knowledge has neither been debarred by MoRTH, NHAI 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]

Note:-

a) Personnel is to affix his recent photograph on first page of CV**. (Deleted)**
b) Complete address and phone number of the Personnel is to be provided.**(** Deleted)
c) Document for proof of age is to be enclosed. (Upload on INFRACON portal)
d) Document for proof of qualification is to be enclosed. (Upload on INFRACON portal)
e) Age of the personnel shall not be more than as specified. (Deleted)
f) Experience Certificates from Employers to be attached. (Upload on INFRACON portal)

APPENDIXB-6:

TIME SCHEDULE FOR PROFESSIONAL PERSONNEL (To be submitted by the Selected Bidder at the time of Contract Negotiations)

A. Activity Schedule

	Name	Position	Month wise Program (inform of Bar Chart) [1st,2nd, etc.are months from the start of assignment]												
														12th and subsequent year	Number of Months
1															Subtotal(1)
2															Subtotal(2)
3															Subtotal(3)
4															Subtotal(4)
-															-
-															-

APPENDIXB-7: ACTIVITY(WORKS)SCHEDULE(To be submitted by the Selected Bidder at the time of Contract Negotiations)

A. Activity Schedule

		Monthwise Program (inform of Bar Chart) [1st,2nd, etc. Are months from the start of assignment]											
	Item of Activity(Works)												
	.....												
	.....												
	.....												
	.....												
	.....												
	.....												

B. Completion and Submission of Reports

S. No.	Reports :	Programme: (Date)
1	Monthly reports (Design and Construction)	
2	Quarterly Reports	
3	Various others reports as provided in the Contract Agreement such as completion report	

APPENDIX B-8:

AFFIDAVIT FOR CORRECTNESS OF CV OF KEY PERSONNEL AND EXPERIENCE CLAIMED BY THE FIRMS (To be submitted by the Selected Bidder at the time of Contract Negotiations)

(To be submitted on non-judicial Stamp Paper)

I, the undersigned, on behalf of _____ (name of the Consultant 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/ Authorized Representative of
The firm*
Address
*Lead Member in case of JV

SECTION 5: FORMAT FOR ONLINE SUBMISSION OF FINANCIAL PROPOSAL

Appendix C-1 Financial submission form

Appendix C-2 Summary of costs

Appendix C-3 Breakdown of costs

<u>APPENDIX C-1</u> FINANCIAL PROPOSAL SUBMISSION FORM

FINANCIAL PROPOSAL

FROM:

_____

_____

_____

TO:
M S Deol
General Manager (Tech)
3rd Floor, PTI Building, 4 , Parliament Street,
New Delhi-110001
011-23461629
gmt2@nhidcl.com

Sub: Consultancy Services for Authority's Engineer for Supervision of "Improvement/Widening to 2 Laning with earthen shoulder of Stretch from Ranikor to Nongjri existing chainage 0.000km to 31.700km (Design Length-33.250km) in the State of Meghalaya on EPC Mode under SARDP-NE" - Regarding Price Proposal

I/We_____ Consultant/consultancy firm herewith enclose* Price Proposal for selection of my/our firm/organization as Consultant for the **Consultancy Services for Authority's Engineer for Supervision of "Improvement/Widening to 2 Laning with earthen shoulder of Stretch from Ranikor to Nongjri existing chainage 0.000km to 31.700km (Design Length-33.250km) in the State of Meghalaya on EPC Mode under SARDP-NE".**

Yours faithfully,

Signature_____

Full Name_____

Designation_____

Address_____

(Authorized Representative)

*The Financial proposal is to be filled strictly as per the format given in RFP to be uploaded on E-Portal (CPPP).

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	Survey Equipment with Survey Party and Vehicle	
X	Contingencies	
	Consultancy Services Tax Payable in India	
	Total Costs (Including Tax)	

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

APPENDIXC-3: BREAKDOWNOF COSTS

I. REMUNERATION FOR LOCAL PROFESSIONAL STAFF FOR Changtongya Longleng Road Project.

S. No.	Key Personnel	Man-month in Construction period of 30 months	Man-month in Maintenance/Defect Liability period of 60 months	Billing Rate (Rs)	Amount (Rs)
A: Key Personnel					
1	Team Leader Cum Senior Highway Engineer	30	12		
2	Resident Engineer cum Pavement specialist + Road Safety Expert-	30	60		
3	Sr. Contract Specialist	10	4		
4	Senior Quantity Surveyor	30	4		
5	Bridge/Structural Engineer	30	0		
6	Material Engineer	30	4		
	Sub Total	**160**	**84**		
B (i): Sub Professional Staff					
1	Survey Engineer (1 nos)	30	12		
2	Lab Technician (1 nos)	30	12		
	Sub Total	**60**	**30**		

II. Support Staff

Sr. No.	Position	Name	Staff Months	Rate/ month()	Amount(Rs)
1	Office Manager(1 no)	TBN	(30+60)months		
2	Accountant cum cashier (1 no)	TBN	(30+60)months		
3	Photocopy Machine Operator (1	TBN	(30+60)months		
4	Computer Operator cum steno (1	TBN	(30+60)months		
5	Office Boy (1 no)	TBN	(30+60)months		
				Total:	

TBN: To be named

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 Maintenance / DLP Period			
1	Scorpio or equivalent 4x4 vehicle (not more than 3 years old) (2nos in Construction Period + 1 no in Defect liability Period)	2xconstruction period in months	1X60			

2	Ambassador / Indica or equivalent (not more than 3 years old) (nil in Construction Period + 1 no in Defect liability Period for three packages)	0xconstruction period in months	1X60			
	Total					

IV. Duty Travel to Site (Fixed Costs) :Professional and Sub-Professional Staff
The employer may require the Key Personnel to visit the Employer's Site offices /Regional office. The quoted amount against remuneration should include travel fare for 20 round trip to Employer's Head Office and 20 round trip to Employer's regional office (including Hotel charges, travel costs etc. Complete).

V. Office Rent (Fixed Costs)– Office shall be rented 400sqm for construction period and 150 sqm for Defect Liability Period. The rent cost includes electricity and water charges, maintenance, cleaning, repairs, etc. complete.

Period	No's of Months	Rate/month	Amount
Main office of minimum 400 sqm area for Construction Period	**30**		
Defect Liability	**60**		
Total:			

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

Sr. No.	Item	Months	Monthly Rate	Amount in Rs.
1	Office Supplies	30+60 months		
2	Drafting Supplies	30+60 months		
3	Computer Running Costs	30+60 months		
4	Domestic and International Communication	30+60 months		

VII. Office Furniture and Equipment (Rental) [Fixed monthly cost]

(Brand new Furniture and Equipment shall be mandatory at the time of commencement of services as per the list given below. The rental rate per

month shall be quoted for the total list of Office Furniture and Equipment)

	Description	Qty.	Rate/Month/unit(Rs.)	Period in Months	Amount (Rs.)
	Office Furniture (Rental/Hire)				
1	Executive Table (Godrej make, model No.T-108orequivalent)	8		30 x 5+12+4x2 60+3x4+12 = 254 months	
2	Executive Chairs(Godrej make, model No.PCH-701orequivalent)	8		30 x 5+12+4x2 60+3x4+12 = 254 months	
3	Tables(Godrej make, model No.T-104 or equivalent)	6		30x6 + 6x6=216 months	
4	Ordinary Chairs Type-1(Godrej make, Model NoT-CHR–6 or equivalent)	6		30x6 + 6x6=216 months months	
5	Tables(for all other staff)(Godrej make,modelNo.T-101orequivalent)	6		6x (30 + 60) = 540 months	
6	Ordinary Chairs–Type II(for all other staff) (Godrej make,modelNo.CHR-6 or equivalent	6		6x (30 + 60) = 540 months	
7	Steel Almirah1270mmx765mmx 440mm(Godrej make, model minor plain or equivalent)	8		30 x 5+12+4x2 60+3x4+12 = 254 months	
8	Visitors chairs/Conference room chairs (Godrej make,modelNo.DCH7004or equivalent)	6		30x6 + 6x6=216 months	
9	Tables for computers with 3 drawers, keyboard/mouse pull out trays size 1664mmx900(Godrej make. Or equivalent as per Engineer's design)	4		4 x 30 + 4 x 12 = 168 months	
10	Printer desks(Godrej make or equivalent)	2		2 x30 + 60 =120 months	
11	Side tables(Godrej make or equivalent)	4		4 x 30 + 4 x 12 =168 months	
12	Conference Table(Godrej make, modelNo.T-12orequivalent)	1		30 + 12 =42 months	
13	Revolving Chairs for Computer Room/Drawing room	3		3x (30 + 12) =126 months	
	Office Equipment (Rental/Hire)				
1	Telephone with PABX facilities (2 External lines&10internal lines)	2		2 (30 + 60) = 180 months	
2	Photocopier	1		30+60 =90months	

3	Fax	1		30+60 =90months	
4	Air-Conditioner(1.5Ton)	1		30+60 =90months	
5	Computer PC (state of the art)	4		4x (30 + 60) =360 months	
6	LaserJet Printers	3		3x (30 + 60) =270 months	
7	Diesel Generator (20KVA)with running Cost	1		30 + 60 = 90 months	
8	Binding Machine	1		30 + 60 = 90 months	
9	Air Cooler(of 24" size fan with suitable Pump and shall be of either GEC, Katina or Cool Home make or equivalent)	2		2x (30 + 60) =180 months	
10	Water Coolers (Voltas or equivalent)	1		30 + 60 = 90 months	
11	Software	LS		30 + 60 = 90 months	
	Total				

VIII. Reports and Document Printing

All reports such as Monthly reports, Inspection reports, Quarterly reports and various others reports as provided in the Agreement such as Completion Report shall be submitted in 6 copies. The cost shall be included in office supplies and communication and no separate payment on this account shall be made.

IX. Survey Equipment with Survey Party and Vehicle etc complete

Description	Nos. of Months	Rate/month	Amount
Rental cost towards Survey Equipment(GPS/Total station /Auto Level/LIDAR) with semiskilled survey Party (4 persons) and one dedicated vehicle for Survey Party (inclusive of vehicle rental driver's salary, fuel operation and maintenance etc complete) with rods, flags and other sundries	30		

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 Authority.

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) for the work of "Improvement/Widening to 2 Laning with earthen shoulder of Stretch from Ranikor to Nongjri existing chainage 0.000km to 31.700km (Design Length-33.250km) in the State of Meghalaya on EPC Mode under SARDP-NE"].

1. Scope

1.1 These Terms of Reference (the "TOR") for the Authority's Engineer are being specified pursuant to the EPC/Item Rate Agreement dated ..... (the "Agreement"), which has been entered into between the Authority and ..... (the "Contractor") for Consultancy Services for Authority's Engineer for Supervision of "Improvement/Widening to 2 Laning with earthen shoulder of Stretch from Ranikor to Nongjri existing chainage 0.000km to 31.700km (Design length-33.250km) in the State of Meghalaya on EPC Mode under SARDP-NE" on Engineering, Procurement, Construction (EPC), 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 Highway.

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. 50,00,000 (Rs. Fifty lakh.)

3.3 The Authority's Engineer shall submit regular periodic reports, at least 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 Model 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. Construction Period

4.1 During the Construction Period, the Authority's Engineer shall review 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 10.1.6 of Model EPC Agreement. The Authority's Engineer shall complete such review 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, 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.

4.2 The Authority's Engineer shall review any revised Drawings sent to it by the Contractor and furnish its comments within 10 (ten) days of receiving

such Drawings. The review of drawing should be authenticated by Authority's Engineer.

4.3 The Authority's Engineer shall review the Quality Assurance Plan submitted by the Contractor and shall convey its comments to the Contractor within a period of 21 (twenty-one) days stating the modifications, if any, required thereto.

4.4 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.

4.5 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 Model EPC Agreement.

4.6 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.

4.7 The Authority's Engineer shall inspect the Construction Works and the Project Highway and shall submit a monthly Inspection Report bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. In particular, the Authority's Engineer shall include in its Inspection Report, the compliance of the recommendations made by the Safety Consultant.

4.8 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.

4.9 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 Paragraph 4.9, 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") or any modifications/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance.

4.10 The Authority's Engineer shall test check at least 20 (twenty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor.

4.11 The timing of tests referred to in Paragraph 4.9, 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.

4.12. 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.

4.13 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 Model EPC Agreement shall apply.

4.14 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.

4.15 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 12.4 of Model EPC Agreement.

4.16 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.

4.17 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.

4.18 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 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.

5 Maintenance Period

5.1. 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.

5.2 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.

5.3. The Authority's Engineer shall specify the tests, if any, that the Contractor shall carry out, or cause to be carried out, for the purpose of determining that the Project Highway is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and remedial measures, if any, taken by the Contractor in this behalf.

5.4. In respect of any defect or deficiency referred to in Paragraph 3 of Schedule-E, the Authority's Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.

5.5 The Authority's Engineer shall examine the request of the Contractor for closure of any lane (s) of the Project Highway for undertakings maintenance/repair thereof, and shall grant permission with such modifications, as it may deem necessary, within 5 (five) days of receiving a request from the Contractor. Upon expiry of the permitted period of closure, the Authority's Engineer shall monitor the reopening of such lane (s), and in case of delay, determine the Damages payable by the Contractor to the Authority under Clause 14.5 of Model EPC Agreement

6. Determination of costs and time

6.1. The Authority's Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.

6.2. The Authority's Engineer shall determine the period of Time Extension that is required to be determined by it under the Agreement.

6.3. The Authority's Engineer shall consult each Party in every case of determination in accordance with the provisions of Clause 18.5 of Model EPC Agreement.

7. **Payments**

7.1. 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 Model EPC Agreement.

7.2 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 Model EPC Agreement.

7.3 The Authority's Engineer shall, within 15 (fifteen) days of receipt of the Monthly Maintenance Statement from the Contractor pursuant to Clause 19.6 of Model EPC Agreement, verify the Contractor's monthly statement and certify the amount to be paid to the Contractor in accordance with the provisions of the Agreement.

7.4 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 Model EPC Agreement.

8. **Other duties and functions**

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

9 **Miscellaneous**

9.1 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.

9.2. 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.

9.3. 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.

9.4 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.

9.5 The Authority's Engineer shall inform the Authority and the Contractor of any event of Contractor's Default within one week of its occurrence.

10. **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, the Provisional Completion Certification and Completion Certificate along with the Team Leader and shall carryout any such task as may be decided by Employer. The AE shall take prior approval of Employer before issuing Provisional Completion Certification and Completion Certificate. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney.

11. **CONSULTANT'S PROPOSAL**

11.1 List of key personnel to be filled by the Consultants shall be as below:

Team Leader cum Senior Highway Engineer
Resident Engineer cum Pavement Specialist+ Road safety Expert
Sr. Contract Specialist
Senior Quantity Surveyor
Bridge/Structural Engineer
Material Engineer

11.2 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 Para 5.3(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 60 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 o n every sheet by the personnel concerned and the last sheet of each bio-data should also be signed by the authorized signatory for the Consultant. The key personnel shall also certify at the end of their bio-data Performa 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 leave the assignment without approval of Employer, Employer would be at liberty to take any appropriate action against that key personnel including debarment. The CV submitted by selected firm/JV shall be hoisted on official website of Employer.

11.3 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.

The project location is North Eastern Region and in order to promote local employment, consultant shall include at least 15% of key personnel / sub-professional /Support Staff from NE region only.

12. PERIOD OF SERVICES

12.1 The services of an Authority's Engineer will be in phases as per Contract Agreement.

The appointment of the Authority's Engineer shall initially be as per details given below.

Period of service (in months)	Construction period (in months)	Maintenance/DLP Period (in months)
Construction Period + 60 Months	30	60

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.

13. **PERFORMANCE SECURITY**

The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 2.50% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of 2 months beyond the expiry of the Contract period. The BG shall be in the format specified in Appendix I of draft contract form and furnished from a Nationalized Bank, IDBI or ICICI/Foreign Bank/EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the BG shall be furnished on behalf of the JV and not individually by the members.

The bank details of NHIDCL is as under if required for BG preparation by issuing bank:-

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	SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank transport Bhawan, 1st Parliament Street, New Delhi-110001

The Guarantor shall also send information about the issuance of this Guarantee through SFMS gateway to the Syndicate Bank, Transport Bhawan, New Delhi – 110 001 (SYNB09062) to aid in the process of confirmation of Bank Guarantee.

14. Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Bid Document /NIT Publishing Date	**22.01.2019 (1700 hrs)**
Bid Document Download / Start Date	**22.01.2019 (1700 hrs)**
Clarification Start Date (Pre bid queries)	**23.01.2019 (1400 hrs)**
Clarification End Date(Last date for receipt of pre bid query)	**31.01.2019 (1100 hrs)**
Pre bid meeting	**04.02.2019 (1400 hrs)**
Bid Submission start Date	**08.02.2019 (1000 hrs)**
Bid submission End Date (online & physical Copy)	**18.02.2019 (1430 hrs)**
Opening Date of Technical Bid	**22.02.2019 (1500 hrs)**
Date of uploading of list of Technically Qualified Applicants	**28.02.2019 (1500 hrs)**
Date of Opening of Financial Bids of Qualified Applicants	**To be intimated with the result of technical evaluation**

Enclosure-A

MAN - MONTHS INPUT FOR KEY PROFESSIONAL STAFF- AUTHORITY ENGINEER

S. No.	Key Personnel	Man-month in Construction period of 30 months*	Man-month in Maintenance/Defect Liability period of 60 months
1	Team Leader Cum Senior Highway Engineer	**30**	**12**
2	Residential Engineer cum Pavement specialist + Road Safety Expert	**30**	**60**
3	Sr. Contract Specialist	**12**	**4**
4	Senior Quantity Surveyor	**30**	**4**
5	Bridge/Structural Engineer	**30**	**0**
6	Material Engineer	**30**	**4**
	Sub Total	**162**	**84**
B: Sub Professional Staff team			
1	**Survey Engineer (1no's)**	30	**12**
2	**Lab Technician (1no's)**	30	**12**
	Total	**222**	

Note: The qualification and experience of Sub Professional staff would not be accounted in the evaluation. However, Consultant shall have to get their CVs approved from Employer before mobilization. The other inputs like support staff shall also be provided by the Consultant of an acceptable type commensuration with the roles and responsibilities of each position.

Enclosure-B

QUALIFICATION OF KEY PERSONNEL

TEAM LEADER CUM SENIOR HIGHWAY ENGINEER(Full Time)

Duties: The Team Leader will reside at project site on a full time basis throughout the period of the construction supervision services. He will be overall in-charge of the project supervision of the construction package. He shall act as Representative of the consulting firm appointed by the Authority. His duties will involve overall superintendence over the Resident Engineers and other experts of the construction package. He will guide, monitor, supervise and control all the activities related to supervision for the construction package. He will interact with the Project Director and the other officials of the Authority.

He should have the following qualification / experience.

(1) Essential Qualifications.

(a) Graduate in Civil Engineering from recognized university.

(b)Total Professional Experience of 15 years in handling Highway Contracts.

(c) At least 5 years experience as Team Leader/Resident Engineer/Project Manager or similar capacity in Highway project.

(d) He should have handled as Team Leader/Resident Engineer/Project Manager or similar capacity of at least two projects in Construction Supervision of Highways.

(e) He should have handled as Team Leader or similar capacity of atleast one Projects of project preparation of major highway Project of two/four- laning.

(f) Not more than 60 years of age.

(2) Preferential Qualifications.

(a) Post Graduate Degree in Construction Management/Highway Engineering.

(b) Supervised Highway Construction projects with flexible pavements.

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) and 1(e) above, where the input of the personnel is at least one year.

RESIDENT ENGINEER CUM PAVEMENT SPECIALIST+ROAD SAFETY EXPERT (Full Time)

Duties: He shall be the in-charge of the construction supervision of project stretch and shall coordinate with all other experts of the construction projects and shall report to the Team Leader and officers of PIU as per the delegation established. He shall be directly responsible for regulating the construction process i.e. various activities like earthwork,Sub-base/base courses, bituminous pavement, bridge/culvert works proposed for being carried out under Stipulated specifications/manuals etc. For this purpose, he shall be assisted by Highway Engineer and other support engineers/personnel. He shall deal directly with the Highway Engineer and other support staff attached with the Highway Engineer to ensure that the construction process is well controlled as per established specification controls to avoid later quality control stage problems. In respect of other experts like Material Engineer, Quantity Surveyor, etc., he shall be coordinating and regulating their activities to ensure smooth functioning of the Construction Package concerned. He should have adequate experience in large quantity of earthwork. He will be required to be fielded throughout the Currency of the project. The candidate is expected to be thoroughly familiar with various standards/specifications, contract procedures, design and quality control etc. In addition he will be responsible for ensuring road safety during construction and maintenance period of the project,

He should have the following qualification / experience.

(1) Essential Qualifications.

(a) Graduate in Civil Engineering from a recognized University.

(b) Professional Experience of 12 years in supervision of Highway Projects.

(c) Atleast 8 years experience as Resident Engineer/Assistant Resident Engineer/Project Director/Project Manager/Superintending Engineer or equivalent/Executive Engineer or equivalent on similar construction work/Independent Engineering project.

(d) Should have handled at least 2 Highway projects of about 20-25 km each.

(e) Not more than 60 years of age.

(2) Preferential Qualifications.

(a)Post Graduate Degree in Transportation/Pavement Engineering.

(b) Experience of Construction Supervision on Highway Project.

_____ SENIOR CONTRACT SPECIALIST

Duties: He will be deployed in working season in stages for cumulative duration of period mentioned in Enclosure-A for obtaining his expert opinion on emerging contractual issues. His key responsibilities will be to guide and assist Team Leader/Employer in all aspects of contract management in proper implementation of contract provisions including controlling the project cost of the construction package. He will also be required to offer his advice on contractual complications arising during the implementation as per the request of the employer. He will be required to prepare manuals/schedules for the consultants team/employer based on the provisions of the contract document. He will be responsible for giving appropriate suggestions in handling claims of the contractors and any dispute arising thereof.

(1) Essential Qualifications.

(a) Graduate in Civil Engineering from a recognized University.

(b) Professional Experience of 15 years in Contract Management.

(c) Experience of at least 4 years as Contract Specialist on any National/State Highway project.

(d) Contract Management of a large Highway contract say over Rs.150 crore including experience of handling

Variation orders, claims of the contractor and there appropriate disposal.

(e) Handled Arbitration cases in respect of any Highway project.

(e) Not more than 60 years of age.

(2) Preferential Qualifications.

(a) Degree in Law/PG in management/certificate course in management/ certificate course in construction management/certificate course in contract management.

BRIDGE & STRUCTURAL ENGINEER

Duties: His duties will involve understanding the design provisions of both bridges/ROBs/flyovers and culverts, guiding and checking of reinforcement/cable laying operations, rectifying any apparent mistakes in respect of them, checking and controlling the proper mix designs, Checking the adequacy of proper form-work, laying/compacting of concrete including curing operations. For this purpose, he will work in close coordination with the Material Engineer and the Contractor's Expert to effectively Control the quality of execution. He will be responsible for minor modifications in design of bridges/culverts, whenever required during execution.

He should have the following qualification / experience.

(1) Essential Qualifications.

(a) Graduate in Civil Engineering from a recognized University.
(b) Professional Experience of 15 years.
(c) 10 years experience in Construction / Construction Supervision of bridge / interchange / any other structures.
(d) Must be familiar with modern methods of construction of bridges/ROB/flyover involving RCC/pre-stress concrete, design standards, technical specifications and statistical Quality Control/Assurance procedures for construction of different component of bridges.
(e) Experience in similar capacity in supervision of 2 Major Highway Bridges on Pile/Well foundation.
(f) Experience in supervision of Rehabilitation and repair of 2 nos Bridges.
(g) Not more than 60 years of age.

2) Preferential Qualifications.
(a) Post Graduate Degree in Structural Engineering.
(b) Experience as a Bridge Engineer abroad.

MATERIAL ENGINEER

Duties: 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. He will be coordinating and controlling the support personnel placed with him and will report to the Resident Engineer and to the Team Leader/Employer's representative as and when required.

He should have the following qualification / experience.
(1) Essential Qualifications.
(a) Graduate in Civil Engineering from a recognized University.
(b) Professional Experience of 12 years in construction of Highways / Roads / Airfield Runways
(c) Experience of 5 years in similar capacity in Construction / Construction Supervision of Highway projects.
(d) Experience as Material / Geotechnical Engineer in Construction/Construction Supervision of at least 2 Highway projects.
(e) Must be familiar with material property of road construction material, technical specifications and procedures of material tests and testing equipments.
(f) Not more than 60 years of age.

2) Preferential Qualifications.
(a) Post Graduate Degree in Geo-Technical Engineering/Soil Mechanics and Foundation Engineering.
(b) Abroad experience as Material Engineer in Highway Construction projects

SUB PROFESSIONAL STAFF TEAM (To be evaluated for their suitability by Employer's Representative, before deployment)

A. Survey Engineer

Duties: Checking layout of center line, layout of curves, levels and profiles, etc. will be his main responsibility. Apart from this, he shall also assist the Quantity Surveyor in preparation of invoices. He shall also be responsible for modifying survey data in case any modification is required in the design during execution.

Qualifications and Experience: He should be a graduate civil engineer with 3 years for BE Civil & 6 years for Diploma holder. Survey Engineer should be conversant with modem survey equipment, total stations, auto level, digital level etc. He should have worked in at least one major highway project. He should not be more than 60 years of age.

B. Lab Technicians:

Duties: They should be at least Diploma-holders with about 5 to 6 years of experience in handling the quality control tests laboratories for road/bridge works or Graduates in Science with about 1 to 2 years of relevant experience in the field of testing of road/bridge projects.

SECTION 7: DRAFT FORM OF CONTRACT

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

CONTRACT FOR CONSULTANT'S SERVICES for Authority's Engineer for Supervision of "Improvement/Widening to 2 Laning with earthen shoulder of Stretch from Ranikor to Nongjri existing chainage 0.000km to 31.0700km (Design Length- 33.250km) in the State of Meghalaya on EPC Mode under SARDP-NE"

Between

_____

(Name of Client)

And

_____

(Name of Consultant)

Dated:_____

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I. FORM OF CONTRACT

COMPLEX TIME BASED ASSIGNMENTS

This CONTRACT (hereinafter called the "Contract") is made the __day of the

---

Month of ____, 2019_, between, on the one hand _____(hereinafter Called the "Authority) 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 "Authority")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
_____(herein after 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 processional 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 ……..
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Appendix C	:	Key Personnel and Sub-consultants …….
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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 the

Provisions of the Contract.

IN WITNESS WHERE OF, 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
[NAMEOFTHE CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF
[NAMEOFTHE 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)

etc.

II. GENERAL CONDITIONS OF CONTRACT

1. General Provisions

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

(a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country[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 ServicesOr 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 Contractor 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 here under by giving the other Party notice Of such change pursuant to the provisions listed in the SC with respect to ClauseGC1.6.2.

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. GST 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.

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 here of, 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 negligenceorintentionalactionofapartyorsuchParty'sSub-consultantsor agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the. time of the conclusion of this Contract and(B)avoid or overcome in the carrying out of its obligations hereunder .

(c) Force Majeure shall not include insufficiency of funds or failure to

make any payment required hereunder.

2.7.2 No Breach of Contract

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

2.7.3 Measures to be taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b)A Party affected by an event of Force Majeure shall notify the other Party Of such event as soon as possible, and in any event not later than fourteen (14)days following the occurrence of such event ,providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of Time

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

2.7.5 Payments

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

2.7.6 Consultation

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

2.8. Suspension

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

2.9 Termination

2.9.1 by the Client

The Client may, by not less than thirty(30) days 'written notice of termination to the Consultants (except in the event listed in paragraph(f)below, for which there shall be A written notice of not less than sixty(60)days),such notice to be given after the occurrence of any of the events specified in paragraphs(a)through(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)insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 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 Contract or 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.

2.9.2 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 Clause8 here of 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;

(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 GC2.9.1orGC2.9.2hereof, 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 GC2.9.1hereof,reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through(e)of Clause GC2.9.1or in Clause GC2.9.2 here of 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.

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 here of shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GC3.2.2 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 may

be, 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 Consultant’s 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 their risks, and for the coverage's, 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 respectof 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 there of (including such bases as may be specifically referred to in the SC; (ii) shall permit the Client or its designate representative periodically, and upto one year from the expiration or termination of this Contract, to inspect the same and make copies there of 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("Consultant's Sub-consultant's 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 remainfully 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 there of. 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 the mat 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 periodsOf engagement in the carrying out of the Services of each of the Consultant's 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 forth in 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 asBy 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 here to. 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 here to, 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

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client (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 cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c)Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid to any of the Key Personnel provided as are placement shall be 90% of the remuneration which would have been payable to the Key Personnel replaced. However, for the reason other than death/extreme medical ground,(i) for total replacement upto 33% of key personnel, remuneration shall be reduced by 20% (ii) for total replacement upto between 33% to 50%, remuneration shall be reduced by 25% and (iii) for total replacement upto between 50% to 66%, remuneration shall be reduced by 30% (iv) For total replacements beyond 66% of the key personnel the client shall initiate action of higher penalty/termination/debarment upto 2 years as considered appropriate.

(d) In order to prevent the tendency of the personnel and consulting firm to submit incorrect and inflated CV, they should sign every page of CV before submission in order to authenticate that CV furnished by them is correct. The consulting firm and the personnel through consulting firm should be informed by Employer while accepting CV of the new personnel that if CV is found in correct and inflated at a later date, the personnel accepted would be removed from his assignment and debarred from further Employer’s works for an appropriate period to be decided by Employer and the new proposed personnel in place of removed personnel would be paid 15% less salary than the original personnel. 15% reduction in the salary will be imposed as a penalty for

submitting the incorrect information. This penalty will be imposted only once. If the same consulting firm submits incorrect information again second time, necessary action will be taken by Employer to black-list that firm.

4.6 Resident Project Manager

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

5. 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:

(a) Provide the Consultants, Sub- consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub- consultants or Personnel to perform the Services;

(b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Government's country;

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their - eligible dependents;

(d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(e) 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;

(f) 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

(g) 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 to 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 there of pursuant to Clause GC 6.l(c) here in after.

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 there placement of such member, and the Clients hall 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 are sult there of 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 ClauseGC2.6 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 so on accumulative charges incurred for the Services have reached 80% of these ceilings.

(c) Not withstanding Clause GC6.l (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) Reimbursableexpenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.3(b).

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 as been fully set off as provided in the SC, and (ii) to be in the form set forth in 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) The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within sixty (60) 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 with held 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 acting 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 here by 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 Settlement

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

III. 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

Address of Employer:

ATTN. OF:	M S Deol
DESIGNATION	General Manager (Tech)
ADDRESS:	3rd Floor, PTI Building, 4, Parliament Street, New Delhi – 110001.
Mob. NO:	**011-23**461629
E-MAIL ADDRESS:	gmt2@nhidcl.com; mohandeol2006@gmail.com

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:

(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:

Address of Employer:

ATTN. OF:	M S Deol
DESIGNATION	General Manager (Tech)
ADDRESS:	3rd Floor, PTI Building, 4, Parliament Street, New Delhi – 110001.
Mob. NO:	**011-23**461629
E-MAIL ADDRESS:	gmt2@nhidcl.com; mohandeol2006@gmail.com

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 96 months (30 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 is conduct 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 For any indirect or consequential loss or damage; and 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 here under 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.

The policy should be issued only from an Insurance Company operating in India.

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 in to an agreement with Employer in a joint venture, the policy must be procured and provided to Employer by the joint venture and not by the individual partners of the joint venture.

vi) The contract may include a provision thereby 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.

4.5(b) The Authority's Engineer (AE) shall provide suitable replacement of the key personnel, not later than 45 (Forty Five) days from the date of issue of such request by the Authority. In the event of failure to provide suitable replacement by the AE within the period of 45 days, the AE shall pay damages to the Authority/Client, of a sum calculated @0.02% (Zero Point Zero Two percent) of Contract Price for delay of each day. These damages shall be over and above the penalty as per clause 4.5 (c) of the General Conditions of the Contract. For the avoidance of doubt, the parties expressly agree that the damages specified herein shall be restricted to 10% of the Contract Price.

4.6 "The person designated as Team Leader cum Sr. Highway 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 made in accordance with Clause GC 6:2(a) in shall be adjusted as follows :

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-moth wise. For calculating 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. the payment of remuneration and also of the reimbursable/fixed cost items shall be paid as per the actual deployment of personnel/logistics including cases, where the progress of work may be lagging behind the Scheduled milestone due to various reasons such as non-availability of certain parcels of land, forest clearance, poor performance of contractor etc. The consultant shall discuss with the Client for suitable deployment of personnel & economize other expenditure as per the requirement of progress of work. The concerned ED/GM may also demobilize the AE, if the project is at a standstill. Beginning 13thmonths from the last date of submission of bid, billing rates shall be increased for all items of contract inter alia including vehicle hire, office rent, consumables, furniture @ 5% per year.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.

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

Notwithstanding 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) 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 backstopping by home office staff not included in the Personnel listed in Appendix C, and*(C)* the Consultant's fee; (ii) that bonuses or other means

of profit-sharing shall not be allowed as an element of over head, 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.

(2) 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 advance payment.

3) Interest rate 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:

8.2.1 Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator or within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the

President, Indian Roads Congress, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC8.2.1(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

8.2.2 Rules of Procedure

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

8.2.3 Substitute Arbitrators

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

8.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to

paragraphs (a) through (c) of Clause 8.2.1 hereof shall be an internationally/nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

8.2.5 Miscellaneous

In any arbitration proceeding hereunder:

(a) Proceedings shall, unless otherwise agreed by the parties, be held in Delhi.

(b) The English language shall be the official language for all purposes; and

(c) The decision of sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

(d) Fee structure shall be as indicated below:

SlNo.	Particulars	Maximum amount payable per Arbitrator/ per case*
1	Arbitrator fee	Rs. 15,000/- per day subject to a maximum 4 lacs Or Rs2.5lacs (lump sum) subject to publishing the award within 12 months.
2	Reading Charges	Rs 15,000/-
3	Secretarial Assistance and Incidentalcharges(Telephone, fax, postage	Rs 20,000/-
5	Charges forPublishing /declaration of the	Maximum of Rs. 20,000/-
6	Other expenses (as per actual against bills subject to the prescribed ceiling) Travelling Expenses Lodging and Boarding	Maximum ceiling Economy class (by air), First class AC (by train) and AC car (by road) 1. Rs 15,000/- per day (in metro cities) 2. Rs 7,000/- per day (in other cities) 3. Rs3,000/-per day, if any Arbitratormakes their own arrangements.
7	Local Travel	Rs. 1500/- per day

8.	Extra charges for days other than hearing/meeting days (maximum for 2 days)	Rs. 3,500/- per day
Note:-	1. Lodging, boarding and travelling expenses shall be allowed only for those members who are residing 100 kms. away from place of meeting. 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities.	

* May be suitably modified, as per market rate

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-l Titles [and names, if already available}, detailed job descriptions and minimum qualifications. Experience of Personnel to be assigned to work in Indiaand staff- months for each.

C-2 Same information as C-l for Key local Personnel.

C-3 Same as C-l 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-l through C-4)

Please refer TOR

Appendix D: Medical Certificate

[Show here an acceptable form of medical certificate for foreign Personnel to bestationedin 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

(PERFORMAMANCE BANK GUARANTEE)

(Clause-13 of TOR)

To

Address of Employer:

WHEREAS _____

[Name and address of Consultants][1] (hereinafter called "the consultants")has undertaken, in pursuance of Contract No._____dated_to provide the services on terms and conditions set forth in this Contract_____ [Name of contract and brief description of works) (hereinafter called the "the Contract").

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

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

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

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

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

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

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs.____(Rs.___) and the guarantee shall remain valid till

____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.
This guarantee shall be valid for a period of 98 months i.e. upto 2 months beyond the expiry of contract of 96 months.

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

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 NHIDCL, details of which is as under:

	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank Transport Bhawan,1, 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__

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

Note: The Guarantor shall also send information about the issuance of this Guarantee through SFMS gateway to the Syndicate Bank, Transport Bhawan, New Delhi – 110 001 (SYNB09062) to aid in the process of confirmation of Bank Guarantee.

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._____(Hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s._____(Hereinafter 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 expression shall, unless repugnant to the context or meaning there of, include its successors, administrators, executors and assigns) do here by guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of _____- as afore said 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 the more 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 any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other actor 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 New Delhi Branch located at ……..., from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation

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 NHIDCL, details of which is as under:

	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank Transport Bhawan,1, Parliament Street, New Delhi 110001

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".

Note2: 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.

Note3: The Guarantor shall also send information about the issuance of this Guarantee through SFMS gateway to the Syndicate Bank, Transport Bhawan, New Delhi – 110 001 (SYNB09062) to aid in the process of confirmation of Bank Guarantee.

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 National Highway Authority of India(NHAI)/ Ministry of Road Transport & Highways (MoRT&H)/ National Highways & Infrastructure corporation Ltd. (NHIDCL)..... 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:

_____ will be the lead partner and _____ will be the other JV partner/s.

_____ (lead partner) shall be the in charge 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.

All JV partners do hereby undertake to be jointly and severely 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.

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)

Appendix-N

BANK GUARANTEE FORMAT FOR BID SECURITY

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

Ref.: Tender No. _____, dated _____

Bank Guarantee:

Date:

WHEREAS, _____(Name of Bidder) __ (hereinafter called "the bidder") has submitted his bid dated _____ (date) for the Tender No. _____, dated _____ (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We, _____ [Name of Bank) of _____ [Name of Country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [Name of Employer] (hereinafter called "the Employer") in the sum of Rs. _____ (Rupees _____ Lakhs Only) for which payment will and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____day of _____ 2011.

THE CONDITIONS of this obligation are:

If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or

If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or

If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity,

fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders,

we undertake to pay the Employer up to the above amount upon

receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 180 (one hundred and eighty) days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

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

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

DATE _____

SIGNATURE OF THE BANK _____
SEAL OF THE BANK _____
SIGNATURE OF THE WITNESS _____
Name and Address of the Witness _____

The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India

Note:The Guarantor shall also send information about the issuance of this Guarantee through SFMS gateway to the Syndicate Bank, Transport Bhawan, New Delhi – 110 001 (SYNB09062) to aid in the process of confirmation of Bank Guarantee.

DISCLAIMER

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

Appendix -O
INTEGRITY PACT

Format of Integrity Pact

_____ This integrity Pact is made at National Highways Infrastructure Development Corporation Limited (NHIDCL), New Delhi on this __ day of _____ 2018.

BETWEEN

National Highways Infrastructure Development Corporation Limited (NHIDCL) under Ministry of Road Transport & Highways, Government of India represented by National Highways and Infrastructure Development Corporation Limited, represented by its Managing Director and having its principal office at 3rd Floor, PTI Building, 4, Parliament Street New Delhi-110001, (hereinafter referred to as the "Principal/Owner" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

AND

{_____ (Hereinafter referred to as"The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

Whereas, the Principal has floated the Tender {NIT No_____} (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract/s for Consultancy Services for Authority's Engineer for Supervision of "Improvement/Widening to 2 Laning with earthen shoulder of Stretch from Ranikor to Nongjri existing chainage 0.000km to 31.700km (Design Length-33.250km) in the State of Meghalaya on EPC Mode under SARDP-NE" (hereinafter referred to as the "Contract").

And Whereas 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" or "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 contained 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 of 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 Bidders) the same information and will not provide to any Bidders) 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)/ Contractors)/ 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 Bidders)/ 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 contract, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/ Contractors)/ 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 Bidders)/ Contractors)/ 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)/ Contractors)/ 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 Bidders)/ 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 Bidders)/ Contractors)/ 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 Bidders)/ 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 Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.

(2) If the Bidder(s)/ Contractor(s)/ Concessionaires)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidders)/ Contractors)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the

transgressors within the company hierarchy of the Bidders)/ Contractors)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.

(3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts"

(4) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consul tan t(s), however, the Bidders)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.

(6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Contractors)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.

(7) Subject to full satisfaction of the Principal, the exclusion of the Bidders)/ Contractors)/Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidders)/Contractor(s)/ Concessionaire^)/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article - 4: Compensation for Damages.

(1) If the Principal has disqualified the Bidders) from the tender process prior to the award according to Arcticle-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 apart from any other legal right that may have accrued to the Principal.

(2) In addition to I 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/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article - 5: Previous Transgressions

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

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

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

(1) The Bidders)/ Contractors)/ Concessionaire^)/ 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-con tractor(s).

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

Article- 8: Independent External Monitor (IEM)

(1) The Principal has appointed Dr. Satyanarayana Dash, IAS (Retd.) as Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General (Road Development) & Special Secretary

(3) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/Consultant(s).
The Bidder(s)/ Contractor(s)/ Concessionaire^)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Director General (Road Development) & Special Secretary within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Director General (Road Development) & Special Secretary, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General (Road Development) & Special Secretary has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word 'Monitor' would include both singular and plural.

Article-9 Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Consultant 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 30 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 his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Director General (Road Development) & Special Secretary.

Article -10 Other Provisions.

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

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Bidder/Contractor/Concessionaire/Consultant is 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 provision of the extent law in force relating to any civil or criminal proceedings.

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

(For & On behalf of the Principal) (For & On behalf of the Contractor)

(Office Seal)

Place

Date

Witness 1: (Name & Address):

Witness 2: (Name & Address):

{COUNTERSIGNED and accepted by:

JV Partner)