

**(Ministry of Road Transport & Highways)
Government of India
Executive Engineer, National Highway Division,
Bharuch**

Consultancy Services for preparation of Detailed Project Report for the construction of new 3 lane Bridges with approaches between KM 459-500 to 483-500 of NH-56 in the State of Gujarat.

REQUEST FOR PROPOSAL – (RFP)

November 2017

INDEX

Sl. No.	Contents	Page No.
1	Notice Inviting Tender (NIT)	2
2	Letter of Invitation	3-13
3	Annex -I : Project detail	14
4	Data Sheet	15-19
5	Appendix - I : Terms of Reference	20-68
6	Enclosure - I : Manning Schedule	69
7	Enclosure - II : Qualification Requirements of Key Personnel	70-76
8	Enclosure - III: Schedule for Submission of Reports and Documents	77
9	Appendix – II : Formats for Eligibility	78-84
10	Appendix - III : Formats for Technical Proposals	85-97
11	Appendix - IV: Formats for Financial Proposals	98-105
12	Appendix - V: Draft Contract Agreement	106-148

Ministry of Road Transport & Highways
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Bharuch
NOTICE INVITING TENDER (NIT)

MORTH has been assigned to take up the Consultancy Services for preparation of Detailed Project Report for the construction of new 3 lane Bridges on NH-56 between KM 459-500 to 483-500 in the State of Gujarat. The detail is as under:

S. No.	State	Stretch	Package No.	Approx. Length (mts)	Period of assignment
1	Gujarat	Consultancy Services for preparation of Detailed Project Report for the construction of new 3 lane Bridge			3 months
		(i) Man River near Village Devaliya, Dist. - Narmada between KM 460/400 to 460/600 of NH-56 in the State of Gujarat.	NH/GJ/DPR-Bridge/01	110 m (Existing Bridge Length)	
		(ii) Samar Khadi near Village Devaliya, Dist. - Narmada between KM 472/900 to 473/100 of NH-56 in the State of Gujarat.	NH/GJ/DPR-Bridge/02	90 m (Existing Bridge Length)	

2. MoRTH hereby invites proposals from eligible Consultants for preparation of Detailed Project Report for the construction of new 3 lanes Bridge with approaches. The Letter of Invitation (LOI) and Terms of Reference (ToR) including Request for Proposal (RFP) is available online on e-tender portal of MORT&H <https://eprocure.gov.in>. Cost of the Document in the form of a Non-refundable document fee of Rs. 5,000 (Rupees Five Thousand only) in the form of Demand Draft favouring **‘Executive Engineer, National Highway Division, Bharuch’, and payable at Bharuch** must be furnished in a separate envelope while submitting the proposal.

Bid must be submitted online at e-tender portal of MORT&H <https://eprocure.gov.in> on or before _____ (upto 1500 hrs IST)

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

- i) Date of invitation of the tender: _____ - (1700 hrs)
- ii) Last date for submission of queries _____.
- iii) Pre bid meeting in Regional Office Gandhinagar. _____ (1100 hrs)
- iv) Deadline for Submission of bids : _____ (1500 hrs)

Yours sincerely,

**Executive Engineer
National Highway Division,
A-Block, Ground Floor,
Jilla Sevasadan, Beside Collector Office,
Bharuch.
Phone:- 02642-241426,Fax-02642- 239139
Mail:- nhdbharuch@gmail.com**

Letter of Invitation (LOI)

No. NHD/DPR/NH-56/2017-18

Dated:

Dear Sir,

Sub: Consultancy Services for preparation of Detailed Project Report for the construction of new 3-lane Bridges with approaches between KM 459-500 to 483-500 of NH-56 in the State of Gujarat.

1. Introduction

1.1 The Ministry of Road Surface & Transport has been entrusted with the assignment of preparation of Detailed Project Report for the construction of new 3 lane Bridges with approaches on NH-56 in the State of Gujarat. **MoRTH** now invites proposal from Technical consultants for carrying out detailed project report and render consultancy services for proper structuring and implementation of projects on EPC mode until declaration of Appointed date of projects as per details given in Annex-1.

1.2 A brief description of the assignment and its objectives are given in the Appendix-I, *“Terms of Reference”*.

1.3 The MoRTH invites Proposals (the **“Proposals”**) *through e-tender* (on-line bid submission) for selection of Ministry’s Empanelled Technical Consultant (Category-II) (the **“Consultant”**) who shall prepare DPR and then render consultancy services for proper structuring and implementation of project on EPC Mode. Consultants are hereby invited to submit proposals in the manner as prescribed in the RFP. While submitting the proposal separate envelope containing **“Technical proposal”** shall be submitted. **Financial proposal is to be submitted online only and no hard copy of the financial proposal should be submitted. The most preferred bidder would be determined on the basis of Quality and Cost as mentioned in the RFP.**

1.4 The Consultants either in sole capacity or in JV may include an Associate. ***Joint Venture shall not have more than two firms.***

1.4.A The Firm must have completed at least one major bridge having total length more than 60 m in last five years to apply for this assignment.

1.5 To obtain first hand information on the assignment and on the local conditions, the Consultants are encouraged to pay a visit to the client, local State PWD and the project site before submitting a proposal and attend a pre-proposal conference. They must fully inform themselves of local and site conditions and take them into account in preparing the proposal.

1.6 Financial Proposals will be opened only for the firms found to be eligible and scoring qualifying marks in accordance with Para 5 hereof. The consultancy services will be awarded to the highest ranking consultant on the basis of Quality and Cost.

1.7 Please note that (i) costs of preparing the proposal and of negotiating the contract, including visits to the Client, etc., are not reimbursable as a direct cost of the assignment; and (ii) Client is not bound to accept any of the proposals submitted and reserve the right to reject any or all proposals without assigning any reasons.

1.8 The proposals must be properly signed as detailed below:

- 1.8.1 i. *by the proprietor in case of a proprietary firm*
ii. *by the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney on a stamp paper of Rs.100 and duly notarized shall accompany the Proposal).*
iii. *by a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly notarized shall accompany the proposal).*
iv. *by the authorized representative in case of Joint Venture.*

- 1.8.2 In case a Joint Venture/Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100, signed by all firms to the joint venture confirming the following therein:
- i. *Date and place of signing;*
ii. *Purpose of Joint Venture/Association (must include the details of contract works for which the joint venture has been invited to bid)*
iii. *A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment. Name of Lead Firm and other partner of JV should be clearly defined in the MOU.*
iv. *Delineation of duties/ responsibilities and scope of work to be undertaken by each firm along with resources committed by each partner of the JV/Association for the proposed services;*
v. *An undertaking that the JV firms are jointly and severally liable to the Employer for the performance of the services;;*
vi. *The authorized representative of the joint venture/Association*
The Association firm shall give a Letter of Association, MOU as in (i) to (vi) above except (v), letter of Authorization, copies of GPA/SPA for the person signing the documents and a certificate of incorporation.

- 1.8.3 In case of Joint venture, one of the firms which preferably have relatively higher experience, will act as the lead firm representing the Joint Venture. The duties, responsibilities and powers of such lead firm shall be specifically included in the MOU /agreement. It is expected that the lead partner would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Joint Venture. Payment to be made to the JV can also be made to the account of the JV. For a JV to be eligible for bidding, the experience of lead partner and other partner should be as indicated in data sheet.

- 1.8.4 A firm can bid for a project either as a sole consultant or in the form of joint venture with other consultant or in association with any other consultant. However, alternative proposals i.e. one as sole or in JV with other consultant and another in association / JV with any other consultant will be summarily rejected. In such cases, all the involved proposals shall be rejected.

- 1.9 Pre-proposal conference shall be held on the date, time and venue given in Data Sheet.

1.10 **Bid Security**

- 1.10.1 The applicant shall furnish as part of its Proposal, a Bid Security of Rs. 50000 (Rupees Fifty thousand only) in the form of a Bank Guarantee issued by one of the Nationalized/Scheduled Banks in India in favour of the Executive Engineer, National Highway Division, Bharuch payable at Bharuch (the “Bid Security”) valid for a minimum period of 150 days (i.e.30 days beyond the validity of the bid) from the

last date of submission of proposals. This Bid Security is returnable not later than 30 (thirty) days from the date of Opening of the Financial proposals except in case of to highest ranked Applicant. Bid Security of the Selected Applicant and the Second ranked Applicant shall be returned, upon the selected Applicant signing the Agreement.

- 1.10.2 Any Bid not accompanied by the Bid Security of the required value and minimum required validity shall be rejected by the Authority as non responsive.
- 1.10.3 The MoRTH shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 1.10.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the MoRTH's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia* the time, cost and effort of the MoRTH in regard to RFP including the consideration and evaluation of the Proposal under the following conditions:
 - (a) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
 - (b) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Para 6;
 - (c) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement.

2 Documents

- 2.1 To enable you to prepare a proposal, please find and use the attached Documents listed in the Data Sheet.
- 2.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, by _____ **(1500Hrs)**. Any request for clarification in writing or by tele-fax/e-mail must be sent to the Client's address indicated in the Data Sheet. The Client will upload replies to pre-bid queries on its website .
- 2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the Documents by amendment or corrigendum. The amendment will be uploaded on MORT&H website.. The Client may at its discretion extend the deadline for the submission of proposals and the same shall also be MORT&H website.

3. Preparation of Proposal

The proposal must be prepared in Two parts viz.,
Part 1: Technical Proposal
Part 2: Financial Proposal (to be submitted only on line)

3.1 Technical Proposal

3.1.1 You are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information will be at your own risk and may result in rejection of your proposal.

3.1.2 During preparation of the technical proposal, you must give particular attention to the following:

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

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

- i) Forwarding letter for Technical proposal duly signed by the authorized person on behalf of the bidder, as in Form-T-1.
- ii) Details of projects for which Technical and Financial Proposals have been submitted by a Consultant with a particular Team as in Form-T-2
- iii) Firm's references - Relevant Services carried out in the last seven years as per Form-T-3.
- iv) Site Appreciation: limited to four A4 size pages in 1.5 space and 12 font including photographs, if any (Form-T-4).
- v) Comments on Terms of Reference: limited to two A4 size pages in 1.5 space and 12 font (Form-T-5).
- vi) The composition of the proposed Team and Task Assignment to individual personnel: Maximum three pages (Form-T-6).
- vii) *Proposed methodology for the execution of the services illustrated with bar charts of activities, including any change proposed in the methodology of services indicated in the TOR, and procedure for quality assurance: Maximum 4 pages (Form-T-7)*
- viii) *The proposal should clearly identify and mention the details of Material Testing LAB FACILITIES to be used by the Consultants for the project (Form-T-8). In this connection, the proposals of the Consultants to use in-house LAB FACILITIES up to a distance of maximum 400 km. from the project site being feasible would be accepted. For all other cases suitable nearby material Testing Laboratory shall be proposed before Contract Agreement is executed.*

ix) *The proposal shall indicate as to whether the firm is having the facilities for carrying out the following field activities or these are proposed to be outsourced to specialized agencies in the Form- T-9.*

- a) *Topographic Survey*
- b) *Pavement Investigation*
- c) *Geo-technical Investigation*

In case the consultant envisages to outsource any or all of the above services to the expert agencies, the details of the same indicating the arrangement made with the agencies need to be furnished. These agencies would however, be subject to approval of the client to ensure quality input by such agencies during technical negotiation

before award of the work. For out-sourced services, proposed firms/consultants should have such experience on similar projects

- x) Details of office equipment and software owned by the firm in Form-T10
- xi) CVs of Key Personnel in Form-T11.

3.1.4 Following information shall also be furnished by the consultant while submitting the technical proposal.

(i). Self Evaluation by the consultant: The consultant has to carry out self evaluation based on the criteria mentioned in this RFP document and submits the same while submitting the technical proposal. While submitting the self evaluation, consultant shall make references to the documents which have been relied upon in his self evaluation.

(ii). All the documents which are referred while doing self evaluation shall be furnished.

(iii). Consultancy firms and key personnel need to register themselves on “ INFRACON” (www.infracon.nic.in) mandatorily. The technical proposal will also be uploaded on the web portal through the INFRACON, as per Ministry’s circular no. RW-NH/35075/1/2010-S&R dated 28.10.2015 copy enclosed at Appendix-J.

3.2.4 CVs of Key Persons:

- i) *The CVs of the key personnel in the format as per Form T-11 is to be furnished. It may please be ensured that the format is strictly followed and the information furnished therein is true and correct. The CV must indicate the work in hand and the duration till which the person will be required to be engaged in that assignment. Experience certificates shall also be submitted. If any information is found incorrect, at any stage, action including termination and debarment from future Ministry projects up to 2 years may be taken on the personnel and the Firm.*
- ii. *No alternative to key personnel may be proposed and only one CV may be submitted for each position. The minimum requirements of Qualification and Experience of all key personnel are listed in Enclosure-II of TOR. CV of a person who does not meet the minimum experience requirement as given at enclosure-II of TOR shall be evaluated and the marks obtained shall be taken into consideration during evaluation of Technical Proposal(except Team leader).However if a firm with such key personnel is declared the “most preferred bidder” , such key personnel should be replaced at the time of Contract Negotiations with a person meeting requirements of Qualification and Experience as given at enclosure-II of TOR and whose CV secures 75 % marks and above. If a proposed key personnel does not possess the minimum (essential) educational qualification as given at enclosure-II of TOR ,Zero marks shall be assigned to such CV and such CV shall not be evaluated further . **The CV of the proposed Team Leader should score at least 75 % marks otherwise the entire proposal shall be considered to have failed in the evaluation of Technical Proposals and shall not be considered for opening of Financial Proposals.***
- iii. *Sr. Bridge Engineer cum Team Leader, Highway cum Pavement Engineer, Bridge Engineer, Geo-technical cum material engineer and Senior Survey Engineer should be available from beginning of the project. **If same CV is submitted by two or more firms, zero marks shall be given for such CV for all the firms.***
- iv. *The availability of key personnel must be ensured for the duration of the project as per proposed work programme.*
- v. *The age limit for key personnel is 70 years as on the date of bid submission except for Senior survey engineer in which case the age limit is 65 years. The proof of age and qualification of the key personnel must be furnished in the technical proposal.*
- vi. *An undertaking from the key personnel must be furnished that he/she will be available for entire duration of the project assignment and will not engage himself/herself in any other assignment during the currency of his/her assignment on the project. After the award of work, in case of non availability of key personnel in spite of his/her declaration, he/she shall be debarred for a period of two years for all projects of MORT&H*

- vii. *Age limit for supporting staff to be deployed on project is 65 years as on the date of bid submission.*
- viii. *A good working knowledge of English Language is essential for key professional staff on this assignment. Study reports must be in ENGLISH Language.*
- ix. *Photo, contact address and phone/mobile number of key personnel should be furnished in the CV.*
- x. *Availability of few key personnel engaged for preparation of Detailed Project Report for the envisaged project may be ensured during first 3 to 4 months after start of the civil work at site during the period of survey and review of DPR by the Supervision consultant/Authority Engineer. For this purpose, payment shall be made as per actual site deployment of the key personnel at the man month rates quoted by the firm in their financial proposal.*
- xi.. *In case a firm is proposing key personnel from educational/research institutions, a 'No Objection Certificate' from the concerned institution should be enclosed with the CV of the proposed key personnel committing his services for the instant project.*
- xii) *Original Curriculum Vitae (CV) and photocopies of certificates shall be recently signed in blue ink by the proposed key professional staff on each page and also initialed by an authorized official of the Firm and each page of the CV must be signed. The key information shall be as per the format. Photocopy of the CVs will not be accepted. Unsigned copies of CVs shall be rejected.*
- xiii) *Credentials of all key personnel will also be uploaded on web portal INFRACON.*

3.2.5 The technical proposal must not include any financial information.

3.3 Financial Proposal

3.3.1 The Financial proposal should include the costs associated with the assignment. These shall normally cover: remuneration for staff (foreign and local, in the field, office etc), accommodation, transportation, equipment, printing of documents, surveys, geotechnical investigations etc. This cost should be broken down into foreign and local costs. Your financial proposal should be prepared strictly using, the formats attached in **Appendix – IV**. Your financial proposal should clearly indicate the amount asked for by you without any assumptions of conditions attached to such amounts. Conditional offer or the proposal not furnished in the format attached in *Appendix-IV* shall be considered non-responsive and is liable to be rejected.

3.3.2 The financial proposal shall take into account all types of the tax liabilities and cost of insurance specified in the Data Sheet.

3.3.3 **Costs shall be expressed in Indian Rupees in case of domestic Consultant and in Indian Rupees and US Dollars in case of foreign Consultant.** The payments shall be made in Indian Rupees and the Consultant themselves would be required to obtain foreign currency to the extent quoted and accepted by MoRTH. Rate for foreign exchange for payment shall be at the rate established by RBI applicable at the time of making each payment installment on items involving actual transaction in foreign currency. No compensation done to fluctuation of currency exchange rate shall be made.

- 3.3.4 Consultants are required to charge only rental of equipments/ software(s) use so as to economize in their financial bid.

4 Submission of Proposals

- 4.1 *The Applicants shall submit the proposal (Technical Proposal) in hard bound form with all pages numbered serially and by giving and index of submissions.* Applications submitted in other forms like spiral bound form; loose form etc shall be rejected. Copies of Applications shall not be submitted and considered. **A Consultant may submit only one hard copy (in original) of “Technical Proposal” to Executive Engineer, National Highway Division, Bharuch on or before the deadline of submission of bids. Financial proposal are only to be submitted online and no hard copy of the financial proposal should be submitted.**

- 4.2 You must submit **original proposal** as indicated in the Data Sheet. **“Technical Proposal” in original and hard bound should be enclosed in an envelope which should be marked as– Technical Proposal”** The proposal will be sealed in an outer envelope which will bear the address and information indicated in the Data Sheet and shall be submitted to **Executive Engineer, National Highway Division, Bharuch on or before the deadline for submission of bids.** The envelope must be clearly marked:

Consultancy Package No. Project Name

Do not open, except in presence of the evaluation committee

- 4.2.1 This outer envelope will contain Two separate envelopes. **The first envelope containing “Technical Proposal” (which should be clearly marked) and the Second envelope containing a demand draft of Rs. 5,000/- (cost of RFP), Bid Security of required amount and validity as mentioned in the RFP.**
- 4.2.2 The proposal must be prepared in indelible ink and must be signed by the authorized representative of the consultants. The letter of authorization must be confirmed by a written power of attorney accompanying the proposals. All pages of the Proof of Eligibility and Technical Proposal must be initialed by the person or persons signing the proposal.
- 4.3 The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.
- 4.4 Your completed Technical proposal (in hard copy) must be delivered on or before the time and date at the address stated in Data Sheet. Proof of Eligibility, Technical Proposal and Financial Proposal for each package shall have to be submitted online also on or before the time and date at the address stated in Data Sheet
- 4.5 Your proposal must be valid for the number of days stated in the Data Sheet from the closing date of submission of proposal.

5 Proposal Evaluation

- 5.1** The proposals would be evaluated by a Committee constituted by Ministry. A Two-stage procedure will be adopted in evaluating the proposal. In the first stage- Technical Proposal, will be examined as to whether:
- i) The proposal is accompanied by Document fee
 - ii) The Proposal is accompanied by Bid Security of required value and of validity equal or more than the minimum required validity
 - iii) The firms(s) is empanelled by the Ministry for preparation of DPR of Major Bridges.
 - iv) The documents are properly signed by the authorized signatories and whether the proposal contains proper POA as mentioned at para 1.8.1 above
 - vi) The proposals have been received on or before the dead line of submission.
 - vii) In case a Joint Venture/Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs. 100, signed by all firms to the joint venture/Association as detailed at para 1.8.2 above

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

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

- 5.2** Thereafter the Technical proposal shall be evaluated as per the detailed evaluation criteria given in Data Sheet.

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

- 5.2.1** Making technical evaluation Public:- Ministry of Road transport & Highways has decided that result of technical evaluation shall be made available on the Ministry's website, giving opportunity to the bidders to respond within seven (7) days in case they have any objection.

5.3 Evaluation of Financial Proposal

- 5.3.1** In case, only one firm is eligible for opening of Financial Proposals, the Financial Proposal shall not be opened, and the bids shall be cancelled and MoRTH shall invite fresh bids for this consultancy. For financial evaluation, total cost of financial proposal excluding GST shall be considered. GST shall be payable extra.

- 5.3.2** The evaluation committee will determine whether the financial proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then their cost will be considered as NIL but the consultant shall however be required to carry out such obligations without any compensation. The client shall correct any computational errors and correct prices in various currencies to the single currency specified in Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the applicable law & applied to foreign components/resident consultants.

5.3.3 ~~For a package in which 2 firms are eligible for opening of Financial proposals, the procedure as mentioned at Clauses 5.3.7, 5.4 and, 5.5 as mentioned below shall be followed for determining the “most preferred bidder (H-1 bidder)” for this package.~~

5.3.4 ~~For a package for which 3 or more Financial Proposals are opened, Average of all the opened Financial Proposals for each package shall be determined. A Financial Proposal for a particular package shall be considered “reasonable” if its variation from the average is within (+) /(-) 20% of the average . Only bidders with a “reasonable Financial Proposal” shall be considered for determining the “most preferred bidder (H-1 bidder)” based on QCBS (80 % weightage on Technical Proposal and 20 % weightage on Financial Proposal).~~

~~For the sake of clarity it is mentioned that if for a particular package (say Package A), Financial proposals of 5 Consultants are opened and suppose the values of Financial Proposals quoted by 5 Consultants are as follows Consultant X-1 quotes Rs 200 Lakhs, Consultant X-2 quotes Rs 120 lakhs , Consultant X-3 Quotes Rs 180 lakhs, Consultant X-4 quotes Rs 190 lakhs and Consultant X-5 quotes Rs 250 lakhs . Average Quote= Rs(200+ 120+180+190+250)/5 = Rs 188 lakhs . So all quotes lying within (+) /(-) 20% of Rs 188 lakhs i.e. quotes which lies in the range of Rs 225.6 Lakhs to Rs 150.4 lakhs shall be considered as “reasonable Financial Proposals”. So out of 5 firms whose Financial Proposals were opened, Financial Proposal submitted by only 3 firms namely X-1(Financial Quote of Rs 200 lakhs) , X-3 (Financial Quote of Rs 180 lakhs) and X-4 (Financial Quote of Rs 190 lakhs) shall be considered as “reasonable Financial Proposals” and they shall only be considered for determining the “most preferred bidder (H-1 bidder)” for that particular package . Financial Proposals submitted by X-2 (Financial Quote of Rs 120 lakhs) and X-5 (Financial Quote of Rs 250 lakhs) shall not be considered further.~~

~~Thereafter, the most preferred bidder (H-1 bidder) for that particular package shall be determined using the procedure as given at Clauses 5.3.7, 5.4 and 5.5 as mentioned in the RFP document.~~

5.3.5 ~~While determining “reasonable Financial Proposals” for a particular package, if the Financial Proposal of only one Firm comes out as a “reasonable Financial Proposal” and all other Financial Proposals do not turn out to be “reasonable Financial Proposals”, the Firm Quoting the “reasonable Financial Proposal” shall be declared as the most preferred bidder (H-1) for that particular package.~~

5.3.6 While determining “reasonable Financial Proposals” for a particular package , if the Financial Proposal of none of the firms is found to be within the range of (+)/(-) 20 % of the average Financial quote, bids for that particular package shall be cancelled and Ministry /Regional Office shall invite fresh bids for this package.

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

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

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

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

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

Where,

S= Combined Score,
ST=Technical Score out of 100
SF= Financial Score out of 100
T and f are values of weightage for technical and financial proposals respectively as given in the Data Sheet.

- 5.5 For a particular package, a Consultant having the maximum combined score (S) shall be declared as the **most preferred bidder (H-1)**.

6 Negotiations

- 6.1 Prior to the expiration period of proposal validity, the Client will notify the most preferred Consultant/Bidder i.e. the highest ranking consultant in writing by registered letter, e-mail, or facsimile and invite him to negotiate the Contract.
- 6.2 Each key personnel of the preferred consultant shall be called for interview at the time of negotiation at the cost of consultant before the award of work.
- 6.3 Negotiations normally take two to three days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of Negotiations.
- 6.4 Negotiations will commence with discussion on technical proposal, the proposed methodology (work plan), staffing and any suggestions made to improve the TOR, the staffing and bar charts, which will indicate activities, periods in the field and in the home office, staff months, logistics and reporting. The financial proposal is subject to rationalization. Special attention will be paid to optimize the required outputs from the Consultants within the available budget and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 6.5 Changes agreed upon will then be reflected in the financial proposal using proposed unit rates.
- 6.6 Having selected Consultants, among other things, on the basis of an evaluation of proposed key professional staff, the Client expects to negotiate, within the proposal validity period, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurances that the staff will be actually available. **The Client may ask to give a replacement for the key professional who has scored less than 75% marks by a person of at least 75% score. No reduction in remuneration would be made on account of above change.**

The Client will not consider substitutions during contract negotiations except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The client will not consider substitutions during contract negotiations/ contract implementation except under exceptional circumstances. For the reason other than death/ extreme medical ground, where replacement is proposed by the Consultant due to non availability of the originally proposed key personnel or in cases where replacement has become necessary as a key personnel proposed by the Consultant has been found to be unsuitable for the project by MoRTH during contract negotiations / contract implementation , the following shall apply (i) for total replacement upto 33% of key personnel, remuneration shall be reduced by 5% (ii) for total replacement between

33% to 50%, remuneration shall be reduced by 10% (iii) for total replacement beyond 50% and 66% remuneration shall be reduced by 15% (iv) for total replacement beyond 66% of the total key personnel, the Client may initiate action for debarment of such consultant for future projects of MORT&H for a period of 6 months to 24 months. **If for any reason beyond the reasonable control of the consultants, it becomes necessary to replace any of the personnel, the consultants shall forthwith provide as a replacement a person of equivalent or better qualification and experience.**

6.7 The negotiations will be concluded with a review of the draft Contract Agreement attached at Appendix-V. The Client and the Consultants will finalize the contract to conclude negotiations.

6.8 If a Consultant fails to conclude the negotiations with MORTH or in case a consultant withdraws without starting / completing the negotiations with MORTH, it shall attract penalty –encashment of Bid Security submitted by the Consultant

7 **Performance Security**

The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee from a Nationalised Bank, IDBI or ICICI/ICICI Bank/Foreign Bank/EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a 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 Nationalised Bank in India. In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JVs for an amount equivalent to **10 %** of the total contract value to be received by him towards Performance Security valid for a period of **three years** beyond the date of completion of services. **The Bank Guarantee will be released by MoRTH upon expiry of 3 years beyond the date of completion of services provided rectification of errors if any, found during implementation of the contract for civil work and satisfactory report by MoRTH in this regard is issued.** If a Consultant fails to submit the Performance Security (as specified above), it shall attract penalty –encashment of Bid Security submitted by the Consultant

8. **Penalty**

The consultant will indemnify for any direct loss or damage that accrue due to deficiency in services in carrying out Detailed Project Report. Penalty shall be imposed on the consultants for poor performance/deficiency in service as expected from the consultant and as stated in General Conditions of Contract.

9. **Award of Contract**

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

10. **Signing of Contract Agreement**

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

11. The Client shall keep the bidders informed during the entire bidding process and shall host the following information on its website:
 - i) Notice Inviting Tender (NIT)
 - ii) Request For Proposal (RFP)
 - iii) Replies to pre-bid queries, if any
 - iv) Amendments/corrigendum to RFP
 - v) List of bidders who did not pass the Technical Evaluation stating the reasons.
 - vi) List of bidders, who qualified for opening the financial bid
 - vii) Name of the bidders who is awarded the Contract

12. Confirmation

We would appreciate you informing us by facsimile/e-mail *whether or not you will submit a proposal.*

Thanking you.

Yours sincerely,

**Executive Engineer,
National Highway Division,
Bharuch**

Details of Bridge for preparation of DPR

S. No.	State	Stretch	Package No.	Approx. Length (mts)	Period of assignment
1	Gujarat	Consultancy Services for preparation of Detailed Project Report for the construction of new 3 lane Bridge			3 months
		(i) Man River near Village Devaliya, Dist. - Narmada between KM 460/400 to 460/600 of NH-56 in the State of Gujarat.	NH/GJ/DPR-Bridge/01	110 m (Existing Bridge Length)	
		(ii) Samar Khadi near Village Devaliya, Dist. - Narmada between KM 472/900 to 473/100 of NH-56 in the State of Gujarat.	NH/GJ/DPR-Bridge/02	90 m (Existing Bridge Length)	

DATA SHEET

(References to corresponding paragraphs of LOI are mentioned alongside)

1. **The Name of the Assignment and description of Project is** as mentioned in **Annex-I** (Ref. Para 1.1)

(The Name of project should be indicated in the format given in the technical proposal)

2. **The name of the Client is : Executive Engineer, National Highway Division, Bharuch**

3. **Duration of the Project – 3 months**

4. **Date, Time and Venue of Pre-Proposal Conference**

Date: _____

Time: 15.00 Hrs

Venue: Regional office MoRTH Gandhinagar

5. **The Documents are:**

- | | |
|--------------------|---|
| i. Appendix-I: | Terms of Reference (TOR) |
| ii) Appendix-II | Formats for Proof of Eligibility (deleted) |
| iii. Appendix-III: | Formats for Technical Proposal |
| iv. Appendix-IV: | Formats for Financial Proposal |
| v. Appendix -V | Draft Contract Agreement |

(Ref. Para 2.1)

6. **Bid Security: Rs 50000/-** **(Ref Para 1.10)**

7. **Tax and Insurance**(Ref. Para 3.3.2)

- (i). The Consultants and their personnel shall pay all taxes (including GST), custom duties, fees, levies and other impositions levied under the laws prevailing seven days before the last date of submission of the bids. The effects of any increase / decrease of any type of taxes levied by the Government shall be borne by the Client / Consultant, as appropriate.
- (ii). Limitations of the Consultant's Liability towards the Client shall be as per Clause 3.4 of Draft Contract Agreement
- (iii). The risk and coverage shall be as per Clause 3.5 of Draft Contract Agreement.

8. **The number of copies of the proposal required to be submitted:** 1 no. (ref. para 4.1)

9. The address is ---(Ref. para 4.2)

**Executive Engineer
National Highway Division,
A-Block, Ground Floor,
Jilla Sevasadan, Beside Collector Office,
Bharuch.
Phone:- 02642-241426,Fax-02642- 239139
Mail:- nhdbharuch@gmail.com**

The envelopes must be clearly marked:

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

Date _____
Time upto 15.00 hrs

Address
Executive Engineer
National Highway Division,
A-Block, Ground Floor,
Jilla Sevasadan, Beside Collector Office,
Bharuch.
Phone:- 02642-241426,Fax-02642- 239139
Mail:- nhdbharuch@gmail.com

(Ref. Para 4.4)

11. Proposal Validity period (Number of days): 120 days (Ref. Para 4.5)

12. Evaluation criteria: (Ref. Para 3 & 5)

12.1 Technical evaluation (Refer 5.2)

Table-2: Evaluation Criteria for Technical Proposal

S.No.	Description	Points	
1	Firms Relevant Experience in last 7 years	20	Break up details in Para 12.2.1
2	Adequacy of Approach and Methodology	5	
3	Material testing, Survey & Investigation, Equipment and Software proposed to be used	5	
4	Qualification and Relevant Experience of the Proposed Key Personnel	70	
	Total	100	

The weightage points given to evaluation sub-criteria for qualifications and competence of keystaff are

Table-3: Weightage Points for Key Professionals

Description	Weight (%)	Break
General Qualification	25	up details
Relevant Experience and Adequacy for the Project	70	

Employment with the Firm	5	in Para
Total	100	12.2.2

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

(i)	Firms relevant experience in last 7 years (2009-10 onwards)	20 points	
			Points
(a)	Bridge Design experience (Total Length)		8
	One bridge of 100 m length	5	
	Two bridges of 100 m length each	8	
(b)	Single span of 45m or more experience		4
	One bridge having single span of 45 m length	3	
	Two bridges having single span of 45 m length	4	
(c)	Bridge design of Extradosed / Suspension bridge / Cable stayed bridge		4
d)	Specific experience of firms in terms of turnover		4
	Firm's Average Turnover of last 3 years \geq 5 crore	4	
	Firm Average Turnover of last 3 years \geq 2 crore but $<$ 5 crore	3	
		
			Total 20
(ii)	Adequacy of the proposed work plan and methodology in responding to the TOR		
	Sub criteria: 5		
(a)	Site Appreciation	2	
(b)	Comments on TOR	1	
(c)	Team Composition and Task assignment	1	
(d)	Methodology	1	
		
		Total	5
(iii)	Material testing, Survey and investigation equipment and software proposed to be used (Outsourcing of Services/equipment shall be through Empanelled Consultants with MoRT&H wherever applicable)		5
a)	Availability of in-house material testing facility		1
	Available	1	
	Not available/outsourced	0.5	
b)	Field investigation facilities		2
	Available	2	
	Not available/outsourced	1	
c)	Office Equipment and software		2
	Available	2	
	Not available/outsourced	1	
			Total 5

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

70

The weight-age for various key staffs are as under:

SL No.	Key Personnel	Points
1	Sr. Bridge Engineer-cum-Team Leader	20
2	Bridge Engineer	14
3	Highway cum Pavement Engineer	10
4	Material-cum-Geo-technical Engineer	10
5	Senior Survey Engineer	8
6	Quantity Surveyor/Documentation Expert	8
7	Environment Specialist	0
	Total	70

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

12.2.2 The number of points assigned during the evaluation of qualification and competence of key staff are as given below

Sl No.	Description	Break up of points (in %)	Max points(in %)
1	General Qualification		25
	(i) Essential Educational Qualification	20	
	(ii) Desirable Educational; Qualification	5	
2	Relevant Experience and Adequacy for the Project		70
	(i) Total Professional experience	15 (max)	
	(ii) Experience in Highway Projects (Bridge Projects for Senior Bridge Engineer)	25 (max)	
	(iii) Experience in Similar Capacity	30 (max)	
3	Employment with the Firm		5
	Less than 1 year	0	
	1 year to 2 years	3	
	>2 years	5	
	Total		100

12.3 Evaluation of Financial proposal

Financial Proposals of all Qualified Consultants in accordance with clause 5.2 and 5.3 of Letter of Invitation shall be opened.

The consultancy services will be awarded to the consultant scoring highest marks in combined evaluation of Technical and Financial proposals

The Factors are:

The weight given to Technical Proposal (T) = 0.80

The weight given to Financial Proposal (f)= 0.20

13. The common currency is “Indian Rupee”. (Ref. Para 3.3.3)
Fixed Exchange rate for conversion (for bid evaluation purpose only):

1 US \$=Rs. 67.00.

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

TERMS OF REFERENCE (TOR)

Consultancy Services for preparation of Detailed Project Report for the construction of new 2-lane Bridges on NH-56 in the State of Gujarat.

Terms of Reference for Consultancy Services (TOR)

1. General

1.1 The **Ministry of Road Transport & Highways (MoRTH)** has been entrusted with the assignment for preparation of Detailed Project Report for the construction of new 3-lane bridge including approaches over River Man & Samar between Rajpipla to Devaliya in the State of Gujarat. MoRTH now invites proposal from Technical consultants for carrying out detailed project report and render consultancy services for proper structuring and implementation of projects on EPC mode until declaration of Appointed date of projects as per details given in Annexure-1.

1.2 MoRTH will be the employer and executing agency for the consultancy services and the standards of output required from the appointed consultants are of international level both in terms of quality and adherence to the agreed time schedule.

1.3 The Devaliya - Rajpipla section of NH-56 is of about 24 km length. This road is connecting Statue of Unity Project constructed near Kevadiya Colony, Narmada Dam Site. Due to this development this road is widen up to 4 lane. The ministry is already issue job number for the same. So this section will be a bottleneck for the Traffic. There is an existing Bridges which is 2 lane but very old Construction. The instant proposal is to carry out feasibility studies and preparation of DPR for construction of 3 lane new bridges at river Man & Samar with four lane approaches.

2. Objective

2.1 The main objective of the proposed consultancy assignment service is to carry out the feasibility study and DPR for Construction of Proposed Bridges. The DPR shall include detail survey, soil testing, traffic survey, finalization of alignment for approval of the Govt., land plans and preliminary design of geometrics, pavement, structures, safety devices, toll plazas, project facilities, finalization of document for environmental clearance & other statutory clearances, estimation of probable cost of construction etc.

2.1.1 The Proposed bridge should be adjacent to existing Bridge as close as possible, however, during construction of foundation of new bridge, the existing foundation should not be disturbed.

2.1.2 Approaches on the both sides of the proposed bridge should be adjusted within the existing available land or with minimum LA requirement. It may be an elevated structure / RE wall/Earthen embankment or the combination of these but needs to be adjusted properly within the existing available land or with minimum LA requirement. Before proposing any alternative, feasibility of construction should be analysed.

2.1.4 In order to finalise the proposal of type of bridge, separate cost appraisal should be prepared for various alternatives for 3-lane bridge with 3-lane approaches (or as per the requirement based on the design capacity / traffic requirement) with provision for future expansion to 6-lane approaches. **Preparation of conceptual drawings & cost appraisal of minimum 3 nos. of different types of bridges with different aesthetics is required to be**

submitted at the Stage of Inception Report. The objective of this consultancy is to undertake feasibility/detailed studies and prepare a Feasibility/Detailed Project Report of the Project Highway for the purpose of firming up the requirements in respect of development and construction of the Project Highway and Project Facilities and enabling the prospective bidders to assess the requirements in a clear and predictable manner with a view to ensuring:

- (i) enhanced safety and level of service for the road users;
- (ii) minimal adverse impact on environment;
- (iii) without additional acquisition of land.

2.1.5 The Consultant shall be guided by the Model Agreement for Engineering, Procurement and Constructions (EPC) and the Manual of Specifications and Standards for six lane of highways published by IRC (**IRC:SP:87-2013**) (the “**Manual**”) along with relevant IRC codes for design of long bridges.

2.1.6 The Consultant shall be responsible for preparing the complete bid document as per standard Ministry’s document including all schedules of the Contract Agreement and for bringing out any special feature or requirement of the Project Highway referred to in the Contract Agreement or the Manual. The details and particulars to be specified in the Schedules shall be duly addressed and incorporated therein, in accordance with the provisions of the Manual.

2.1.7 The consultant shall prepare the bid documents including required schedules (as mentioned above) as per EPC / Annuity documents. For that it is suggested that consultant should go through the EPC / Annuity documents of ministry before bidding the project. The Consultant shall assist MoRTH and its Financial Consultant and the Legal Adviser by furnishing clarifications as required for the financial appraisal and legal scrutiny of the Project Highway and Bid Documents.

2.2 The viability of the project shall be established taking into account the requirements with regard to upgrading and improvement based on Bridge Design, highway design, type of intersections, widening of service roads, provision of structures like Underpasses etc, road safety features, quantities of various items of works and cost estimates and economic analysis.

2.3 The Detailed Project Report would inter-alia include detailed Design and Drawing of the Major Bridge over rivers Man & Samar, design and drawing of approaches, highway design, design of pavement and overlay with options for flexible or rigid pavements, design of underpasses and cross drainage structures and grade separated structures, design of service roads, Toll Plaza, quantities of various items, detailed drawings, detailed cost estimates, economic and financial viability analyses, environmental and social feasibility, social and environmental action plans as appropriate and documents required for tendering the project for local competitive bidding. **The consultant should also give cost estimates and tender documents along with feasibility report and DPR.**

2.4 The DPR consultant should ensure detailed project preparation incorporating aspects of value engineering, quality audit and safety audit requirement in design and implementation.

3. Scope of Services

3.1 The scope of services shall comprise the following:

- i) Review of all available reports of existing Bridge and its approaches and published information about the existing bridges in the project influence area;

- ii) Detailed reconnaissance with GPS;
- iii) Inventory and condition surveys of existing approach Road;
- iv) Inventory and detailed condition surveys for cross drainage structures in approaches alignment of proposed 3-lane Bridge one side and 3 lane future and drainage provisions;
- v) Topographic surveys using Total Stations as per guide lines of latest IRC SP-19. Fixing of TBM and all reference Point on Ground during survey; and this should be clearly shown on detailed survey drawings.
- vi) ~~Detailed Traffic Study at all relevant locations, bringing out the present traffic scenario including study of impact on the traffic scenario during the construction work and after commissioning of the bridge including preparation of proposal and design for development of the road network at both banks to be connected with the proposed bridge for smooth flow of projected traffic at post commissioning stage and preparation of necessary documents for obtaining approval from the competent authority. This will also include the river traffic survey to grasp the current condition of river traffic to estimate the traffic demand for new bridge. (Traffic crossing by boat, traffic along river flow).~~ Information is also required on river flow, water level, volume and seasonal change.
- vii) Geotechnical Investigation work for proposed Bridge as per guide lines of latest IRC SP-19 and IRC 78. Detailed sub-soil investigation for the proposed bridge, approaches, cross- drainage works and approach viaducts etc. Shall broadly conform to the following:
 - a) The Consultants shall carry out geo-technical investigations and subsurface explorations for the proposed Bridges / Road over bridges/tunnels/viaducts/interchanges etc., along high embankments and any other location as necessary for proper design of the works and conduct all relevant laboratory and field tests on soil and rock samples. The minimum scope of geo-technical investigations for bridge and structures shall be as under:

S.N.	Description	Location of Boring
1.	Culverts (length< 6m)	One at each location
2.	Overall length = 6 – 30 m	One abutment location
3.	Overall length = 30 – 60 m	One abutment location and at least one intermediate location between abutments for structures having more than one span.
4.	Overall length >60 m	Each abutment and each pier locations

Brief requirement of SSI in respect of various structures in addition to those of the proposed bridge over river Man & Samar are as given below:

- b) **The scheme for the boring locations and the depth of boring shall be prepared by the Consultants and submitted to MoRTH for approval. These may be finalised in consultation with concerned NH divisions of State PWD / RO Gandhinagar. Minimum 10% of geo-technical investigations are to be witnessed by the concerned NH divisions of State PWD.**
- c) The sub-soil exploration and testing should be carried out through the Geotechnical Consultants who have done Geo-technical investigation work in similar project. In case of outsourcing Geo-Technical Investigation, the firm selected by the Consultant for this purpose should also be got approved from the Authority before start of such works. The soil testing reports shall be in the format prescribed in relevant IRC Codes.
- d) For the road pavement, bore holes at each major change in pavement condition or in deflection readings or at 2 km intervals whichever is less shall be carried out to a

depth of at least 2 m below embankment base or to rock level and are to be fully logged. Additional bore-holes shall be taken at the location of high embankment in approaches to bridges, ROBs & Approach Viaducts and at locations with vulnerable sub-soil conditions identified through above investigations. Appropriate tests to be carried out on samples collected from these bore holes to determine the suitability of various materials for use in widening of embankments or in parts of new pavement structure.

- viii) Preparation of minimum 2 nos. of suitable bridge proposals from aesthetic view point **is required to be submitted. Consultant can prepare proposal for combination of any feasible type of long span super structural system including cantilever bridges, extradosed bridge, and cable stayed bridge etc.** The Proposed bridge should be adjacent to existing Bridge as close as possible, however during construction of foundation of new bridge, the existing foundation should not be disturbed. Consultant is to ascertain from IWAI regarding the minimum waterway and vertical clearance requirement for navigational purpose.
- ix) Approaches on the Both sides of the proposed bridge should be adjusted within the existing available land. It may be an elevated structure or RE wall / earthen embankment or the combination of the these but need to be adjusted. Before proposing any alternative, feasibility of construction should be analysed.
- x) Preparation of proposal & cost appraisal for 3-lane bridge with 3-lane approach with the provision for future expansion to 6-lane approach road.
- xi) The road will be with Rigid Pavement/Flexible Pavement or else conforming to relevant IRC guidelines.
- xii) Finalization of GAD of proposed 3-Lane Bridge and submission to Employer for Approval of GAD. The selected Consultant will have to interact with IWAI/CWC/ irrigation/ other local Authorities on technical issue during approval of GAD.
- xiii) The Consultant has to complete discharge calculations and determination of waterway as per IRC-5 and IRC SP-13. Maximum water level of the river is also required to be obtained. **A return period of 100 years should be considered.**
- xiv) Preparation of GAD for Construction of Proposed Bridge & its approaches, Plan & profile of approach Road as per Guide Lines of related IRC, IS Codes.
- xv) Providing Protection works/ Guide Bund including preparation of detail proposal and preparation of necessary documents for obtaining approval from the designated authority like CWC/ Water Resource Department etc.
- xvi) Location and layout of toll plazas. Proposal for electrification of the proposed bridge and approaches with special emphasis towards maximum utilisation of solar energy.
- xvii) Detail study of the dynamic behaviour of the bridge structure and preparation of necessary documents for obtaining approval of the same from designated authority.
- xviii) Social impact assessment.
- xix) Environment Impact Assessment including preparation of necessary documents for obtaining environmental clearance & other statutory clearances from the authority concerned.
- xx) The consultants shall keep in mind application of Green Road Technologies to the extent possible while submitting the Feasibility Study Report.
- xxi) Preliminary designs of road, bridges, structures, etc.
- xxii) Preparation of indicative BOQ and approximate Cost Estimates.
- xxiii) Obtaining approval from the Authority.
- xxiv) Consultant shall prepare necessary reports/ documents for obtaining all types of necessary clearances required for implementation of the project on the ground from the

concerned agencies like State Government, IWAI, Archaeological Department, Forest Department etc. The client shall provide the necessary supporting letters and any official fees as per the demand note issued by such concerned agencies from whom the clearances are being sought to enable implementation.

- xxv) Wherever required, consultant will liaise with concerned authorities and arrange all clarifications. Approval of all drawings including GAD and engineering drawings will be got done by the consultant from the concerned Authorities. Consultant is also required to prepare Land Acquisition plan.
- xxvi) Preparation of land plan and utility relocation plan of the Project showing the existing ROW (along with all the existing assets within the ROW e.g. structures, drains, service roads, trees, utilities and safety devices) and proposed additional land required in various stretches for improvement of geometrics, construction of new structures, provision of intersections, interchanges, service roads, toll plazas, project facilities, etc. 45m wide ROW will be considered for L.A.
- xxvii) Submission of separate report regarding economic viability of the project including suggestion for mode of project funding and best suitable mode of contract for the project with viability study.
- xxviii) The consultant is to provide bid documents including required schedules and tender drawing as per new EPC / Annuity document. For that it is suggested that consultant may go through the new EPC / Annuity document as recently adopted by the MORT&H.
- xxix) Additional requirement of survey as given in Supplement III.
- xxx) ~~Contractor will also submit the comparative cost study of Flexible and Rigid pavements.~~
- xxxi) ~~Since, there is already an existing 2-lane bridge), the Consultant needs to conduct hydraulic model study to ascertain the impact of the foundations of the proposed bridge on the foundations of the existing bridge. Consultant has to Bid accordingly.~~**
- ~~• Consultant is to incorporate the suggestions / recommendations of the model study conducted into his own report.~~
 - ~~• Consultant has to do the constant liaising with model study team both at field and at laboratory level.~~
- 3.2 The Consultant to suggest overall improvement of the stretch for improvement and better operational efficiency. The Consultant to interact with local administration and MORT&H, before finalizing feasibility report
- 3.3 Deleted
- 3.4 Deleted
- 3.5 The Consultant shall furnish land acquisition plans duly verified by the local revenue authorities including draft 3A & 3D notification along with revenue records & maps for further processing of land acquisition. Consultant also submits land acquisition estimate.
- 3.6 Deleted
- 3.7 The general scope of services is given in the sections that follow. However the entire scope of services would, inter-alia, include the items mentioned in the Letter of Invitation and the TOR. The Consultant shall prepare documents for EPC / Annuity contracts for the project.
- 3.8 Deleted.
- 3.9 Environmental Impact Assessment, Environmental Management Plan and Rehabilitation and Resettlement Studies shall be carried out by the Consultant meeting the requirements of existing regulations.
- 3.10 ~~Consultant will also obtain 'NO Objection Certificate' from Ministry of Environment and Forest and also incorporate the estimates for shifting of utilities of all types involved from concerned local authorities in the DPR. Consultant is also required to prepare all~~

Land Acquisition papers (i.e. all necessary schedule and draft 3a, 3A, 3D, 3G notification as per L.A. act) for acquisition of land either under NH Act or State Act.

- 3.11 The DPR consultant may have to prepare the Bid Documents, based on the feasibility report, due to exigency of the project for execution.
- 3.12 Consultant shall obtain all types of necessary clearances required for implementation of the project on the ground from the concerned agencies like MOEF, CWC, other agency etc as per the requirement. The client shall provide the necessary supporting letters officially as per the demand note issued by such concerned agencies from whom the clearances are being sought to enable implementation. In case Consultant does not obtain all the necessary clearances up to the completion of the assignment, deduction upto 5% amount will be made from the final payment. The amount thus deducted will be released after all necessary clearances have been obtained.
- 3.13 Deleted
- 3.14 LIDAR(Light detection and ranging), a remote sensing technique, or any other equivalent technology may also be used for both topographic and hydrographic surveying or else purpose as per Ministry's circular no. RW/NH-35075/11/2010-S&R(B) dated 26.05.2015.

4. General

4.1 Primary Tasks

General Scope of Services shall cover but be not limited to the following major tasks (additional requirements for Preparation of Detailed Project Report for Major Bridges are given in **III**):

- i. *review of all available reports and published information about the project road and the project influence area;*
- ii. *Environmental and social impact assessment, including such as related to cultural properties, natural habitants, involuntary resettlement etc.*
- ii(a). ~~**Public consultation, including consultation with Communities located along the road, NGOs working in the area, other stake holders and relevant Govt. depts at all the different stages of assignment (such as inception stage, feasibility stage, preliminary design stage and once final designs are concretized).**~~
- iii. *detailed reconnaissance;*
- iv. *identification of possible improvements in the existing alignment and bypassing congested locations with alternatives, evaluation of different alternatives comparison on techno-economic and other considerations and recommendations regarding most appropriate option;*
- v. *traffic studies including traffic surveys and Axle load survey and demand forecasting for next thirty years;*
- vi. *Inventory and condition surveys for road;*
- vii. *Inventory and condition surveys for bridges, cross-drainage structures, other Structures, river Bank training/Protection works and drainage provisions;*
- viii. *detailed topographic surveys using Total Stations and GPS;*
- ix. ~~**Pavement investigations;**~~
- x. *sub-grade characteristics and strength: investigation of required sub-grade and sub-soil characteristics and strength for road and embankment design and sub soil investigation for approach and bridge.*
- xi. *identification of sources of construction materials;*
- xii. *detailed design of road, its x-sections, horizontal and vertical alignment and design of embankment of height more than 6m and also in poor soil conditions*

and where density consideration require, even lesser height embankment. Detailed design of structures preparation of GAD and construction drawings and cross-drainage structures and underpasses etc.

- xiii. *identification of the type and the design of intersections;*
- xiv. *design of complete drainage system and disposal point for storm water*
- xv. *value analysis / value engineering and project costing;*
- xvi. *economic and financial analyses;*
- xvii. *contract packaging and implementation schedule.*
- xviii *strip plan indicating the scheme for carriageway widening, location of all existing utility services (both over- and underground) and the scheme for their relocation, trees to be felled, transplanted and planted and land acquisition requirements including schedule for LA: reports documents and drawings arrangement of estimates for cutting/ transplanting of trees and shifting of utilities from the concerned department;*
- xix **to find out financial viability of project for implementation and suggest the preferred mode on which the project is to be taken up.**
- xx. *preparation of detailed project report, cost estimate, approved for construction drawings, rate analysis, detailed bill of quantities, bid documents for execution of civil works through budgeting resources.*
- xxi. *Design of toll plaza and identification of their numbers and location and office cum residential complex including drawings(Not Required)*
- xxii. *Design of weighing stations, parking areas and rest areas.*
- xxiii. *Any other user oriented facility enroute toll facility.*
- xxiv. *Tie-in of on-going/sanctioned works of MORT&H/ NHAI/ other agencies.*
- xxv. *Preparation of social plans for the project affected people as per policy of the lending agencies/ Govt. of India R & R Policy.*
- xxvi *detailed design of approach road.*
- xxvii ***strip plan for bridge and approach road.***
- xxviii ***design discharge and scour depth.***
- xxix ***detailed design of bridges, cross drainage structure, underpasses & other structures as required.***
- xxx ***Study of existing two lane bridge with rehabilitation proposal and estimate.***

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

4.3 ~~The consultant shall study the possible locations and design of toll plaza, wayside amenities required and arboriculture along the highway shall also be planned.~~

4.4 ~~The local and slow traffic may need segregation from the main traffic and provision of service roads and physical barrier including fencing may be considered, wherever necessary to improve efficiency and safety.~~

4.5 Standards and Codes of Practices

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

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

4.6 Quality Assurance Plan (QAP)

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

4.7 Review of Data and Documents

1. The Consultants shall collect the available data and information relevant for the Study. The data and documents of major interest shall include, but not be limited to, the following:
 - i. *Climate;*
 - ii. *road inventory*
 - iii. *road condition, year of original construction, year and type of major maintenance/rehabilitation works;*
 - iv. *condition of bridges and cross-drainage structures;*
 - v. *sub-surface and geo-technical data for existing bridges and river;*
 - vi. *hydrological data, drawings and details of existing bridges;*
 - vii. **Existing geological maps, catchment area maps, contour plans etc. for the project area**
 - viii. *Condition of existing river bank / protection works, if any.*
 - ix. *details of sanctioned / on-going works on the stretch sanctioned by MoRT&H/other agencies for Tie-in purposes*
 - x. *survey and evaluation of locally available construction materials;*
 - xi. *historical data on classified traffic volume (preferably for 5 years or more);*
 - xii. *origin-destination and commodity movement characteristics; if available;*
 - xiii. *speed and delay characteristics; if available;*
 - xiv. *commodity-wise traffic volume; if available;*
 - xv. *accident statistics; and,*
 - xvi. *vehicle loading behaviour (axle load spectrum), if available.*
 - xvii) *Type and location of existing utility services (e.g. Fibre Optical Cable, O/H and U/G Electric, Telephone line, Water mains, Sewer, Trees etc.)*

- xvi) *Environmental setting and social baseline of the project.*
- xv) *To design preliminary inspection and maintenance plan in order to inspect the design of inspection facilities such as inspection ladders, or to optimize the total project cost (i.e. some times to minimize the cost on inspection and maintenance)*
- xvi) Hydrological data, catchment area characteristics, river/channel characteristics, flood flow data and seismological data etc.
- xvii) Condition of existing river bank / protection works, if any.
- xviii) Detailed drawings of nearby existing bridges.

4.8. Social Analysis

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

4.9 Traffic Surveys

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

4.9.1 ~~Number and Location of Survey Stations~~

- ~~1. The type of traffic surveys and the minimum number of survey stations shall normally be as under, unless otherwise specifically mentioned.~~

Sl.NR.	Description	Number of Survey Stations
1.	Classified Traffic Volume Count	3
2.	Origin Destination and Commodity Movement Characteristics	Minimum 2 to be covered
3.	Axle Loading Characteristics	2
4.	Intersection Volume Count	All Major Intersections
5.	Speed Delay Characteristics	Project Road Section
6.	Pedestrian/animal cross traffic count	All major inhabitations along the highway

- ~~2. The number of survey locations indicated in the table above are indicative only. The Consultants shall, immediately upon award of the work, submit to MORTH proposals regarding the total number as well as the locations of the traffic survey stations as part of inception report. Suitable maps and charts should accompany the proposals clearly indicating the rationale for selecting the location of survey stations.~~
- ~~3. The methodology of collection and analysis of data, number and location of traffic survey stations shall be finalised in consultation with MORTH.~~

4.9.2. Classified Traffic Volume Count Survey

- The classified traffic volume count surveys shall be carried out for 7 days (continuous, direction wise) at the selected survey stations. The vehicle classification system as given in relevant IRC code may be followed. However, the following generalised classification system is suggested in view of the requirements of traffic demand estimates and economic analysis:

Motorised Traffic		Non Motorised Traffic	
2 Wheeler		Bi Cycle	
3 Wheeler		Cycle Rickshaw	
Passenger Car		Animal Drawn Vehicle (ADV)	
Utility Vehicle (Jeep, Van etc.)		Hand Cart	
		Other Non Motorised Vehicle	
Bus	Mini Bus Standard Bus		
LCV	LCV Passenger LCV Freight		
Truck	MCV : 2 Axle Rigid Chassis		
	HCV : 3 Axle Rigid Chassis		
	MAV		Semi Articulated
			Articulated

- All results shall be presented in tabular and graphical form. The survey data shall be analysed to bring out the hourly and daily variations. The traffic volume count per day shall be averaged to show a weekly Average Daily Traffic (ADT) by vehicle type. The Annual Average Daily Traffic (AADT) shall be worked out by applying seasonal factors.
- The consultants shall compile the relevant traffic volume data from secondary sources also. The salient features of traffic volume characteristics shall be brought out and variations if any, from the traffic census carried out by the State PWD shall be suitably explained.

4.9.3. Origin-Destination and Commodity Movements Surveys

- The Consultants shall carry out 1 day (24 hour, both directions) O-D and Commodity Movement Surveys at locations finalised in consultation with MORTH. These will be essentially required around congested towns to delineate through traffic. The road side interviews shall be on random sample basis and cover all four wheeled vehicles. The locations of the O-D survey and Commodity Movement surveys shall normally be same as for the classified traffic count stations.
- The location of origin and destination zones shall be determined in relation to each individual station and the possibility of traffic diversion to the Project Road from/to other road routes including bypasses.
- The trip matrices shall be worked out for each vehicle type information on weight for trucks should be summed up by commodity type and the results tabulated, giving total weight and average weight per truck for the various commodity types. The sample size for each vehicle type shall be indicated on the table and also in the graphical representations.

4. ~~The data derived from surveys shall also be analysed to bring out the lead and load characteristics and desire line diagrams. The data analysis should also bring out the requirement for the construction of bypasses.~~
5. ~~The distribution of lead and load obtained from the surveys should be compared with those derived from the axle load studies.~~
6. ~~The commodity movement data should be duly taken into consideration while making the traffic demand estimates.~~

4.9.4. ~~Turning Movement Surveys~~

1. ~~The turning movement surveys for estimation of peak hour traffic for the design of major and minor intersections shall be carried out for the Study. The details regarding composition and directional movement of traffic shall be furnished by the Consultant.~~
2. ~~The methodology for the surveys shall be as per IRC: SP: 41-1994. The details including location and duration of surveys shall be finalized in consultation with MORTH officials. The proposal in response to this TOR shall clearly indicate the number of locations that the Consultants wish to conduct turning movement surveys and the rationale for the same.~~
3. ~~The data derived from the survey should be analysed to identify requirements of suitable remedial measures, such as construction of underpasses, flyovers, interchanges, grade separated intersections along the project road alignment. Intersections with high traffic volume requiring special treatments either presently or in future shall be identified.~~

4.9.5. ~~Axle Load Surveys~~

1. ~~Axle load surveys in both directions shall be carried out at suitable location(s) in the project road stretch on a random sample basis normally for trucks only (both empty and loaded trucks) for 2 normal days (24 hours) at special count stations to be finalised in consultation with MORTH. However, a few buses may be weighed in order to get an idea about their loading behaviour. While selecting the location(s) of axle load survey station(s), the locations of existing bridges with load restrictions, if any, should be taken into account and such sites should be avoided.~~
2. ~~The axle load surveys shall normally be done using axle load pads or other sophisticated instruments. The location(s) of count station(s) and the survey methodology including the data formats and the instrument type to be used shall be finalised before taking up the axle load surveys.~~
3. ~~The axle load data should be collected axle configuration wise. The number of equivalent standard axles per truck shall be calculated on the basis of results obtained. The results of the survey should bring out the VDF for each truck type (axle configuration, if the calculated VDF is found to be below the national average, then national average shall be used. Furthermore, the data from axle load surveys should be analysed to bring out the Gross Vehicle Weight (GVW) and Single Axle Load (SAL) Distributions by truck type (axle configuration).~~
4. ~~The Consultant shall ascertain from local enquiries about the exceptional live loads that have used the highway in the past in order to assess the suitability of existing bridges to carry such loads.~~

4.9.6. Speed-Delay Surveys

The Consultants shall carry out appropriate field studies such as moving car survey to determine running speed and journey speed. The data should be analysed to identify sections with typical traffic flow problems and congestion. The objective of the survey would be to recommend suitable measures for segregation of local traffic, smooth flow of through traffic and traffic safety. These measures would include the provision of bypasses, under passes, fly overs, interchanges, grade separated intersections and service roads.

4.9.7 Pedestrian / animal cross traffic surveys:

These may be conducted to determine if provision of viaduct for pedestrians/animals is necessary to improve the traffic safety.

4.9.8 Truck Terminal Surveys

The data derived from the O-D, speed delay, other surveys and also supplementary surveys should be analysed to assess requirements for present and future development of truck terminals at suitable locations enroute.

4.10. Traffic Demand Estimates

1. The consultants shall make traffic demand estimates and establish possible traffic growth rates in respect of all categories of vehicles, taking into account the past trends, annual population and real per capita growth rate, elasticity of transport demand in relation to income and estimated annual production increase. The other aspects including socio-economic development plans and the land use patterns of the region having impact on the traffic growth, the projections of vehicle manufacturing industry in the country, development plans for the other modes of transport, O-D and commodity movement behaviour should also be taken into account while working out the traffic demand estimates.
2. The values of elasticity of transport demand shall be based on the prevailing practices in the country. The Consultants shall give complete background including references for selecting the value of transport demand elasticity.
3. It is envisaged that the 2/4 laning of the project road sections covered under this TOR would be completed and opened to traffic after 3 years. The traffic demand estimates shall be done for a further period of 30 years from completion of two/four lane. The demand estimates shall be done assuming three scenarios, namely, optimistic, pessimistic and most likely traffic growth. The growth factors shall be worked out for five yearly intervals.
4. Traffic projections should be based on sound and proven forecasting techniques. In case traffic demand estimated is to be made on the basis of a model, the application of the model in the similar situation with the validation of the results should be established. The traffic projections should also bring out the possible impact of implementation of any competing facility in the near future. The demand estimates should also take into account the freight and passenger traffic along the major corridors that may interconnect with the project. Impact of toll charges on the traffic estimates should be estimated.
5. The methodology for traffic demand estimates described in the preceding paragraphs is for normal traffic only. In addition to the estimates for normal traffic, the Consultants shall also work out the estimates for generated, induced and diverted traffic.

- ~~6. The traffic forecasts shall also be made for both diverted and generated traffic.~~
- ~~7. Overall traffic forecast thus made shall form the basis for the design of each pavement type and other facilities/ancillary works.~~

4.11. Engineering Surveys and Investigations

4.11.1. Reconnaissance and Alignment

1. The Consultants should make an in-depth study of the available land width (ROW) topographic maps, satellite imageries and air photographs of the project area, geological maps, catchment area maps, contour plans, flood flow data and seismological data and other available relevant information collected by them concerning the existing alignment. Consultant himself has to arrange the required maps and the information needed by him from the potential sources. Consultant should make efforts for minimizing land acquisition.
2. The detailed ground reconnaissance may be taken up immediately after the study of maps and other data. The primary tasks to be accomplished during the reconnaissance surveys include;
 - i. topographical features of the area;*
 - ii. typical physical features along the existing alignment within and outside ROW i.e. land use pattern;*
 - iii. possible alignment alternatives, vis-a-vis, scheme for the construction of additional lanes parallel to the existing road;*
 - iv. realignment requirements including the provision of bypasses, ROB's / Flyovers and via-duct for pedestrian crossings with possible alignment alternatives;*
 - v. preliminary identification of improvement requirements including treatments and measures needed for the cross-roads;*
 - vi. traffic pattern and preliminary identification of traffic homogenous links;*
 - vii. sections through congested areas;*
 - viii. inventory of major aspects including land width, terrain, pavement type, carriageway type, bridges and structures (type, size and location), intersections (type, cross-road category, location) urban areas (location, extent), geologically sensitive areas, environmental features:*
 - ix. critical areas requiring detailed investigations; and,*
 - x. requirements for carrying out supplementary investigations.*
 - xi. soil (textural classifications) and drainage conditions*
 - xii. type and extent of existing utility services along the alignment (within ROW).*
 - xiii. Typical physical features along the approach roads
 - xiv. Possible bridge locations, land acquisition problems, nature of crossings, likely length of approaches and bridge, firmness of banks, suitability of alignment of approach roads

- xv. the consultant should make an in depth study of available geological maps, catchment area maps, contour plans, flood flow data and seismological data
3. The data derived from the reconnaissance surveys are normally utilised for planning and programming the detailed surveys and investigations. All field studies including the traffic surveys should be taken up on the basis of information derived from the reconnaissance surveys.
4. The data and information obtained from the reconnaissance surveys should be documented. The data analysis and the recommendations concerning alignment and the field studies should be included in the Inception Report. The data obtained from the reconnaissance surveys should form the core of the database which would be supplemented and augmented using the data obtained from detailed field studies and investigations.
5. The data obtained from the reconnaissance surveys should be compiled in the tabular as well as graphical (chart) form indicating the major physical features and the proposed widening scheme for MORTH's comments. The data and the charts should also accompany the rationale for the selection of traffic survey stations.

4.11.2. Topographic Surveys

1. The basic objective of the topographic survey would be to capture the essential ground features along the alignment in order to consider improvements and for working out improvements, rehabilitation and upgrading costs. The detailed topographic surveys should normally be taken up after the completion of reconnaissance surveys.
2. The carrying out of topographic surveys will be one of the most important and crucial field tasks under the project. The detailed field surveys shall be carried out using high precision instruments i.e. Total stations. The data from the topographic surveys shall be available in (x, y, z) format for use in a sophisticated digital terrain model (DTM). The Consultants would be fully responsive for any inaccuracy in surveys.
3. The detailed field surveys would essentially include the following activities:
 - i. *Topographic Surveys along the Existing Right of Way (ROW): Running a continuous open Traverse along the existing road and realignments, wherever required, and fixation of all cardinal points such as horizontal intersection points (HIP's), centre points and transit points etc. and properly referencing the same with a pair of reference pillars fixed on either side of the centre-line at safe places within the ROW.*
 - ii. The detailed field surveys would essentially include the topographic surveys along the proposed location of bridge and alignment of approach road.
 - iii. The detailed topographic surveys should be carried out along the approach roads alignment and location of bridge approved by MORTH.

- vi.. *Collection of details for all features such as structures (bridges, culverts etc.) utilities, existing roads, electric and telephone installations (both O/H as well as underground), huts, buildings, fencing and trees (with girth greater than 0.3metre) oil and gas lines etc. falling within the extent of survey.*
4. The width of survey corridor will generally be as given under:
- i. *The width of the survey corridor should take into account the layout of the existing alignment including the extent of embankment and cut slopes and the general ground profile. While carrying out the field surveys, the widening scheme (i.e. right, left or symmetrical to the centre line of the existing carriageway) should be taken into consideration so that the topographic surveys cover sufficient width beyond the centre line of the proposed divided carriageway. Normally the surveys should extend a minimum of 30 m beyond either side of the centre line of the proposed divided carriageway or land boundary whichever is more.*
 - ii. *In case the reconnaissance survey reveals the need for bypassing the congested locations, the traverse lines would be run along the possible alignments in order to identify and select the most suitable alignment for the bypass. The detailed topographic surveys should be carried out along the bypass alignment approved by MORTH. At locations where grade separated intersections could be the obvious choice, the survey area will be suitably increased. Field notes of the survey should be maintained which would also provide information about traffic, soil, drainage etc.*
 - iii. *The width of the surveyed corridor will be widened appropriately where developments and / or encroachments have resulted in a requirement for adjustment in the alignment, or where it is felt that the existing alignment can be improved upon through minor adjustments.*
 - iv. *Where existing roads cross the alignments, the survey will extend a minimum of 100 m either side of the road centre line and will be of sufficient width to allow improvements, including at grade intersection to be designed.*
5. The surveyed alignment shall be transferred on to the ground as under:
- i. *Reference Pillar and Bench Mark / Reference pillar of size 15 cm X 15 cm X 45cm shall be cast in RCC of grade M 15 with a nail fixed in the centre of the top surface. The reference pillar shall be embedded in concrete upto a depth of 30cm with CC M10 (5 cm wide all around). The balance 15 cm above ground shall be painted yellow. The spacing shall be 250m apart, incase Bench Mark Pillar coincides with Reference Pillar, only one of the two need be provided.*
 - ii. *Establishing Bench marks at site connected to GTS Bench marks at a interval of 250 metres on Bench mark pillar made of RCC as mentioned above with RL and BM No. marked on it with red paint.*
 - iii. **Boundary Pillars-**, *Consultant shall fix boundary pillars along the proposed alignment on the extreme boundary on either side of the project Highway at 50 m interval.*

4.11.2.1 Longitudinal and Cross-Sections

The topographic surveys for longitudinal and cross-sections shall cover the following:

- i. Longitudinal section levels along final centre line at every 25 m interval, at the locations of curve points, small streams, intersections and at the locations of change in elevation.*
- ii. Cross sections at every 50 m interval in full extent of survey covering sufficient number of spot levels on existing carriageway and adjacent ground for profile correction course and earth work calculations. Cross sections shall be taken at closer interval at curves.*
- iii. Longitudinal section for cross roads for length adequate for design and quantity estimation purposes.*
- iv. Longitudinal and cross sections for major and minor streams shall cover Cross section of the channel at the site of proposed crossing and few cross sections at suitable distance both upstream and downstream, bed level upto top of banks and ground levels to a sufficient distance beyond the edges of channel, nature of existing surface soil in bed, banks & approaches, longitudinal section of channel showing site of bridge etc. These shall be as per recommendations contained in IRC Special Publication No. 13 (Guidelines for the Design of Small Bridges and Culverts) and provisions of IRC:5 (“Standard Specifications & Code of Practice for Road Bridges, Section 1 – General Features of Design”).*

At feasibility study stage cross sections at 200m interval may be taken.

4.11.2.2 Details of utility Services and Other Physical Features

1. The Consultants shall collect details of all important physical features along the alignment. These features affect the project proposals and should normally include buildings and structures, monuments, burial grounds, cremation grounds, places of worship, railway lines, stream / river / canal, water mains, sewers, gas/oil pipes, crossings, trees, plantations, utility services such as electric, and telephone lines (O/H & U/G) and poles, optical fibre cables (OFC) etc. The survey would cover the entire right-of-way of the road on the adequate allowance for possible shifting of the central lines at some of the intersections locations.
2. The information collected during reconnaissance and field surveys shall be shown on a strip plan so that the proposed improvements can be appreciated and the extent of land acquisition with L.A schedule, utility removals of each type etc. assessed and suitable actions can be initiated. Separate strip plan for each of the services involved shall be prepared for submission to the concerned agency.

4.11.3. Road and Pavement Investigations

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

4.11.3.1 Road Inventory Surveys

1. Detailed road inventory surveys shall be carried out to collect details of all existing road and pavement features along the existing road sections. The inventory data shall include but not limited to the following:
 - i. *terrain (flat, rolling, mountainous);*
 - ii. *land use (agricultural, commercial, forest, residential etc) @ every kilometer;*
 - iii. *carriageway width, surfacing type @ every 500m and every change of feature whichever is earlier;*
 - iv. *shoulder surfacing type and width @ every 500m and every change of feature whichever is earlier;*
 - v. *sub grade / local soil type (textural classification) @ every 500m and every change of feature whichever is earlier;*
 - vi. *horizontal curve; vertical curve*
 - vii. *road intersection type and details, at every occurrence;*
 - viii. *retaining structures and details, at every occurrence;*
 - ix. *location of water bodies (lakes and reservoirs), at every occurrence;*
 - x. *height of embankment or depth of cut @ every 200m and every change of feature whichever is earlier.*
 - xi. *land width i.e. ROW*
 - xii. *culverts, bridges and other structures (type, size, span arrangement and location)*
 - xiii. *Roadside arboriculture*
 - xiv. *Existing utility services on either side within ROW.*
 - xv. *General drainage conditions*
 - xvi. *Design speed of existing road*
2. The data should be collected in sufficient detail. The data should be compiled and presented in tabular as well as graphical form. The inventory data would be stored in computer files using simple utility packages, such as EXCEL.

4.11.3.2 Pavement Investigation

1. Pavement Composition

- i. *The data concerning the pavement composition may be already available with the PWD. However, the consultants shall make trial pits to ascertain the pavement composition. The test pit interval will be as per Para 4 below.*
- ii. *For each test pit, the following information shall be recorded:*
 - *test pit reference (Identification number, location);*
 - *pavement composition (material type and thickness); and*

- ~~subgrade type (textural classification) and condition (dry, wet)~~

2. ~~Road and Pavement Condition Surveys~~

~~i. Detailed field studies shall be carried out to collect road and pavement surface conditions. The data should generally cover:~~

- ~~pavement condition (surface distress type and extent);~~
- ~~shoulder condition;~~
- ~~embankment condition; and~~
- ~~drainage condition~~

~~Pavement Condition~~

- ~~cracking (narrow and wide cracking), % of pavement area affected;~~
- ~~raveling, % of pavement area affected;~~
- ~~potholing, % of pavement area affected;~~
- ~~edge break, length (m); and,~~
- ~~rut depth, mm~~

~~Shoulder Condition~~

- ~~Paved: Same as for pavement~~
- ~~Unpaved: material loss, rut depth and corrugation,~~
- ~~Edge drop, mm.~~

~~Embankment Condition~~

- ~~general condition; and~~
- ~~extent of slope erosion~~

~~ii. The objective of the road and pavement condition surveys shall be to identify defects and sections with similar characteristics. All defects shall be systematically referenced, recorded and quantified for the purpose of determining the mode of rehabilitation.~~

~~iii. The pavement condition surveys shall be carried out using visual means. Supplemented by actual measurements and in accordance with the widely accepted methodology (AASHTO, IRC, OECD, TRL and World Bank Publications) adapted to meet the study requirements. The measurement of rut depth would be made using standard straight edges.~~

~~iv. The shoulder and embankment conditions shall be evaluated by visual means and the existence of distress modes (cuts, erosion marks, failure, drops) and extent (none, moderate, frequent and very frequent) of such distress manifestations would be recorded.~~

~~v. For sections with severe distresses, additional investigations as appropriate shall be carried out to determine the cause of such distresses.~~

~~vi. Middle 200m could be considered as representative sample for each one km. of road and in case all other things are considered similar.~~

~~Drainage Condition~~

- ~~General condition~~
- ~~Connectivity of drainage turnouts into the natural topography~~
- ~~Condition in cut sections~~
- ~~Condition at high embankments~~

The data obtained from the condition surveys should be analysed and the road segments of more or less equal performance may be identified using the criteria given in IRC: 81-1997.

3. ~~Pavement Roughness~~

- ~~i. The roughness surveys shall be carried out using Bump Integrator or similar instrument. The methodology for the surveys shall be as per the widely used standard practices. The calibration of the instrument shall be done as per the procedure given in the World Bank's Technical Publications and duly got authenticated by established laboratory/institution acceptable to the client.~~
- ~~ii. The surveys shall be carried out along the outer wheel paths. The surveys shall cover a minimum of two runs along the wheel paths for each directions.~~
- ~~iii. The results of the survey shall be expressed in terms of BI and IRI and shall be presented in tabular and graphical forms. The processed data shall be analysed using the cumulative difference approach to identify road segments homogenous with respect to surface roughness.~~

4. ~~Pavement Structural Strength~~

- ~~i. The Consultants shall carry out structural strength surveys for existing pavements using Benkelman Beam Deflection technique in accordance with the CGRA procedure given in IRC:81-1997 ("Guidelines for Strengthening of Flexible Road Pavements Using Benkelman Beam Deflection Technique").~~
- ~~ii. It is suggested that the deflection surveys may be carried out as per the scheme given below:~~
 - ~~mainline testing; and,~~
 - ~~control section testing.~~
- ~~iii. The deflection tests for the mainline shall be carried out at every 500 m along the road sections covered under the study. The control section testing shall involve carrying out deflection testing for each 100 m long homogenous road segment along the road sections. The selection of homogenous segment shall be based on the data derived from pavement condition surveys. The total length of such homogenous segments shall not be less than 100 m per kilometre. The deflection measurements for the control section testing should be at an interval of not more than 10 m.~~
- ~~iv. Test pits shall be dug at every 500 m and also along each homogeneous road segment to obtain pavement composition details (pavement course, material type and thickness) so as to be able to study if a correlation exists between deflection and composition. If so, the relationship may be used while working out the overlay thickness for the existing pavement.~~
- ~~v. Benkelman Beam Deflection surveys may not be carried out for severely distressed sections of the road warranting reconstruction. The Consultants, immediately upon the award of the contract, shall submit to MORTH the scheme describing the testing schedule including the~~

~~interval. The testing scheme shall be supported by data from detailed reconnaissance surveys.~~

- ~~vi. In case, the Consultants wish to use any acceptable method(s) other than Benkelman Beam deflection technique for the evaluation of pavement strength, viz. Falling weight deflectometer method etc details of such methods or innovative features for deflection testing using Benkelman Beam technique along with the methodology for data analysis, interpretation and the use of such data for pavement overlay design purposes using IRC or any other widely used practices, such as AASHTO guidelines, should be got approved by MORTH. The sources of such methods should be properly referenced.~~

4.11.3.3 Subgrade Characteristics and Strength

- ~~2. The data on soil classification and mechanical characteristics for soils along the existing alignments may already be available with the PWD. The testing scheme is, therefore, proposed as given under:~~
- ~~i. For the widening (2/ Laning) of existing road within the ROW, the Consultants shall test at least three sub grade soil samples for each homogenous road segment or three samples for each soil type encountered, whichever is more.~~
- ~~ii. For the roads along new alignments, the test pits for sub grade soil shall be @5km or for each soil type, whichever is more. A minimum of three samples should be tested corresponding to each homogenous segment.~~
- ~~3. The testing for subgrade soil shall include:~~
- ~~i. in situ density and moisture content at each test pit~~
- ~~ii. field CBR using DCP at each test pit~~
- ~~iii. characterisation (grain size and Atterberg limits) at each test pit and,~~
- ~~iv. laboratory moisture density characteristics (modified AASHTO compaction);~~
- ~~v. laboratory CBR (unsoaked and 4 day soak compacted at three energy levels)and swell.~~
- ~~4. For problematic soils, the testing shall be more rigorous. The characteristics with regard to permeability and consolidation shall also be determined for these soils. The frequency of sampling and testing of these soils shall be finalised in consultation with the MORTH officers after the problematic soil types are identified along the road sections.~~
- ~~5. The laboratory for testing of material should be got approved from MORTH before start of work.~~

4.11.4 Investigations for Bridges and Structure

4.11.4.1 Inventory of Bridges, Culverts and Structures

The Consultants shall make an inventory of all the structures (bridges, viaducts, ROBs,/RUB and other grade separated structures, culverts, etc.) along the road

under the project. The inventory for the bridges, viaducts and ROBs shall include the parameters required as per the guidelines of IRC-SP:35. The inventory of culverts shall be presented in a tabular form covering relevant physical and hydraulic parameters.

4.11.4.2 Hydraulic and Hydrological Investigations

1. The hydrological and hydraulic studies shall be carried out in accordance with IRC Special Publication No. 13 (“Guidelines for the Design of Small Bridges and Culverts”) and IRC:5 (“Standard Specifications & Code of Practice for Road Bridges, Section I General Feature of Design”). These investigations shall be carried out for all existing drainage structures along the road sections under the study.
2. The consultant shall also collect information on observed maximum depth of scour.
3. In respect of major bridges, history of hydraulic functioning of existing bridge, if any, under flood situation, general direction of river course through structure, afflux, extent and magnitude of flood, effect of backwater, if any, aggradation/degradation of bed, evidence of scour etc. shall be used to augment the available hydrological data. The presence of flood control/irrigation structures, if affecting the hydraulic characteristics like causing obliquity, concentration of flow, scour, silting of bed, change in flow levels, bed levels etc. shall be studied and considered in design of bridges. The details of any future planned work that may affect the river hydraulics shall be studied and considered.
4. The Consultants shall make a desk study of available data on topography(topographic maps, stereoscopic aerial photography), storm duration, rainfall statistics, top soil characteristics, vegetation cover etc. so as to assess the catchment areas and hydraulic parameters for all existing and proposed drainage provisions. The findings of the desk study would be further supplemented and augmented by a reconnaissance along the area. All important hydrological features shall be noted during this field reconnaissance.
5. The Consultants shall collect information on high flood level (HFL),low water levels (LWL), high tide level (HTL),low tide level (LTL) where applicable, discharge velocity etc. from available past records, local inquiries and visible signs, if any, on the structural components and embankments. Local inquiries shall also be made with regard to the road sections getting overtopped during heavy rains.
6. The consultant shall collect details of disasters such as debris from historical records etc. and also whether any facilities for disaster management such as silt dam is necessary.

4.11.4.3 The consultant shall obtain all the relevant details related to the existing bridge which could be utilized in deciding the design and implementation of the new bridge with approaches parallel to existing bridge at NH-56.

4.11.4.4 Geo-technical Investigations and Sub-Soil Exploration

1. The Consultants shall carry out geo-technical investigations and sub-surface explorations for the proposed Bridges / Road over bridges/ tunnels/ viaducts/ interchanges etc., along high embankments and any other location as necessary for proper design of the works and conduct all relevant laboratory and field tests on soil and rock samples. The minimum scope of geo-technical investigations for bridge and structures shall be as under:

S.N.	Description	Location of Boring
1	Overall length = 6 – 30 m	One abutment location and One abutment location and at least one intermediate location between abutments for structures having more than one span.
2	Overall length = 30 – 60 m	One abutment location and at least one intermediate location between abutments for structures having more than one span.
3	Overall length >60 m	Each abutment and each pier locations.

2. The deviation(s), if any, by the Consultants from the scheme presented above should be got approved from MORTH.
3. However, where a study of geo-technical reports and information available from adjacent crossings over the same waterway (existing highway and railway bridges) indicates that subsurface variability is such that boring at the suggested spacing will be insufficient to adequately define the conditions for design purposes, the Consultants shall review and finalise the bore hole locations in consultation with the MORTH officers.
4. Geotechnical Investigations and Sub soil Exploration shall be carried out to determine the nature and properties of existing strata in bed, banks and approaches with trial pits and bore hole sections showing the levels, nature and properties of various strata to a sufficient depth below the level suitable for foundations, safe intensity of pressure on the foundation strata, proneness of site to artesian conditions, seismic disturbance and other engineering properties of soil etc. Geotechnical investigation and Sub-soil Exploration will be done as per IRC 78.
5. The scheme for the borings locations and the depth of boring shall be prepared by the Consultants and submitted to MORTH for approval. These may be finalised in consultation with MORTH.
6. The sub-soil exploration and testing should be carried out through the Geotechnical Consultants empanelled by MORT&H The soil testing reports shall be in the format prescribed in relevant IRC Codes.
7. For the approach road pavement, bore holes at each major change in pavement condition or in deflection readings or at 2 km intervals whichever is less shall be carried out to a depth of at least 2 m below embankment base or to rock level and are to be fully logged. Appropriate tests to be carried out on samples collected from these bore holes to determine the suitability of various materials for use in widening of embankments or in parts of new pavement structure.
8. Consultant to establish the geological data of the river.

4.11.5. Material Investigations

1. The Consultants shall identify sources (including use of fly-ash/ slag), quarry sites and borrow areas, undertake field and laboratory testing of the materials to determine their suitability for various components of the work and establish quality and quantity of various construction materials and recommend their use on the basis of techno-economic principles. The Consultants shall prepare mass haul diagram for haulage purposes giving quarry charts indicating the location of selected borrow areas, quarries and the respective estimated quantities.

“Environment friendly materials”

“As per MORTH circular No. RW /NH-33044/53/2013-S&R(R) dated 20th November, 2013, alternative pavement materials and technologies for road construction shall be assessed and compared in the design stage. The alternative resulting in substantial reduction in GHG emission and with least life cycle cost shall be recommended for implementation.

Technical and economic feasibility of using industrial byproducts, recyclable and waste materials shall be assessed depending on their availability in the concerned region.

2. It is to be ensured that no material shall be used from the right-of-way except by way of leveling the ground as required from the construction point of view, or for landscaping and planting of trees etc. or from the cutting of existing ground for obtaining the required formation levels.
3. Environmental restrictions, if any, and feasibility of availability of these sites to prospective civil works contractors, should be duly taken into account while selecting new quarry locations.
4. The Consultants shall make suitable recommendations regarding making good the borrow and quarry areas after the exploitation of materials for construction of works.
5. The Material Investigation aspect shall include preparation and testing of bituminous mixes for various layers and concrete mixes of different design mix grades using suitable materials (binders, aggregates, sand filler etc.) as identified during Material Investigation to conform to latest MoRT&H specification.

4.12 Detailed Design of Road and Pavements, Bridges, Structures

4.12.1. General

1. The Consultants are to carryout detailed designs and prepare drawings for the following:
 - i. *high speed highway with divided carriageway configuration complete in all respects with service roads at appropriate locations;*
 - ii. *design of pavement for the additional lanes and overlay for the existing road, paved shoulders, medians, verges;*
 - iii. *bridges, viaduct/subways and other grade separated structures including ROB/RUBs etc.;*
 - iv. *at-grade and grade-separated intersections, interchanges (if required);*

- v. *ROB for railway crossings as per the requirement and the standards of the Indian Railways; and,*
- vi. *prepare alignment plans, longitudinal sections and cross-sections @ 50m intervals;*
- vii. *designs for road furniture and road safety/traffic control features;*
- viii. *designs and drawings for service road/under passes/overpass / cattle passes tree planting/fencing at locations where necessary / required*
- ix. *toll plazas and office-cum-residential complex for PIU (one for each civil contract package)*
- x. *realignment at congested locations*
- xi. *drainage design showing location of turnouts, out falling structures, separate drawings sheet for each 5 km. stretch.*
- xii. *bridges and structures rehabilitation plan with design and drawings*
- xiii. *traffic amenities (Parking Areas, Weighing Station and Rest Areas, etc.).*
- xiv. *Design of pavement for approach road*
- xv. *Design of river bank protection / training works Innovative type of structures with minimum joints, aesthetically, pleasing and appropriate to the topography of the region shall be designed wherever feasible.*

4.12.2. Design Standards

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

4.12.3. Geometric Design

1. The design of geometric elements shall, therefore, take into account the essential requirements of such facilities.
2. Based on the data collected from reconnaissance and topographic surveys, the sections with geometric deficiencies, if any, should be identified and suitable measures for improvement should be suggested for implementation.
3. The data on accident statistics should be compiled and reported showing accident type and frequency so that black spots are identified along the project road section. The possible causes (such as poor geometric features, pavement condition etc.) of accidents should be investigated into and suitable cost-effective remedial measures suggested for implementation.
4. The detailed design for geometric elements shall cover, but not be limited to the following major aspects:
 - i. *horizontal alignment;*
 - ii. *longitudinal profile;*
 - iii. *cross-sectional elements, including refuge lane (50m) at every 2kms.*
 - iv. *junctions, intersections and interchanges;*
 - v. *realignment ; and,*

- vi. *service roads as and when require i.e built up area..*
5. The alignment design shall be verified for available sight distances as per the standard norms. The provision of appropriate markings and signs shall be made wherever the existing site conditions do not permit the adherence to the sight distance requirements as per the standard norms.
 6. The consultants shall make detailed analysis of traffic flow and level of service for the existing road and workout the traffic flow capacity for the improved project road. The analysis should clearly establish the widening (2/4-laning) requirements with respect to the different horizon periods taking into account special problems such as road segments with isolated steep gradients.
 7. In the case of closely spaced cross roads the Consultant shall examine different options such as, providing grade separated structure for some of them with a view to reduce number of at-grade crossings, services roads connecting the cross-roads and closing access from some of the intersections and prepare and furnish appropriate proposals for this purpose keeping in view the cost of improvement, impact on traffic movement and accessibility to cross roads. The detailed drawings and cost estimate should include the provisions for realignments of the existing cross roads to allow such arrangements.
 8. The Consultant shall also prepare design of grade separated pedestrian crossings (viaducts) for large cross traffic of pedestrians and / or animals.
 9. The Consultant shall also prepare details for at-grade junctions, which may be adopted as alternative to the grade separated structures. The geometric design of interchanges shall take into account the site conditions, turning movement characteristics, level of service, overall economy and operational safety.
 10. The Consultants shall prepare design and other details in respect of the parallel service roads in urbanized locations and other locations to cater to the local traffic, their effect of the viability of the project on commercial basis if service roads are constructed as part of the project and the implications of not providing the service roads.
 11. The consultant shall prepare complete road and pavement design including drainage for new bypass option identified around congested town enroute.

4.12.4. Pavement Design

1. The detailed design of pavement shall involve:
 - i. *strengthening of existing road pavement and design of the new pavement if any, if the findings of the traffic studies and life-cycle costing analysis confirm the requirement for widening of the road beyond 2lane undivided carriageway standard;;*
 - ii. *pavement design for realignment; and,*
 - iii. *design of shoulders.*
2. The design of pavement shall primarily be based on IRC publications.
3. The design of pavement shall be rigorous and shall make use of the latest Indian and International practices. **The design alternatives shall include both rigid and flexible design options. The most appropriate design, option shall be established on life-cycle costing and techno-economic consideration.**

4. For the design of pavement, each set of design input shall be decided on the basis of rigorous testing and evaluation of its suitability and relevance in respect of in service performance of the pavement. The design methodology shall accompany the design proposals and shall clearly bring out the basic assumptions, values of the various design inputs, rationale behind the selection of the design inputs and the criteria for checking and control during the implementation of works. In other words, the design of pavement structure should take due account of the type, characteristics of materials used in the respective courses, variability of their properties and also the reliability of traffic predictions. Furthermore, the methodology adopted for the design of pavement shall be complete with flowcharts indicating the various steps in the design process, their interaction with one another and the input parameter required at each step.
5. For the design of overlays for the existing 2-lane pavement, the strengthening requirement shall duly take into account the strength of the existing pavement vis-à-vis the remaining life. The overlay thickness requirements shall be worked out for each road segment homogenous with respect to condition, strength and sub-grade characteristics. The rehabilitation provisions should also include the provision of regulating layer. For existing pavement with acceptable levels of cracking, provision of a crack inhibiting layer should also be included.
6. Latest techniques of pavement strengthening like provision of geo-synthetics and cold/hot pavement recycling should be duly considered by the consultant for achieving economy.
7. The paved shoulders shall be designed as integral part of the pavement for the main carriageway. The design requirements for the carriageway pavement shall, therefore, be applicable for the design of shoulder pavements. The design of granular shoulder should take into account the drainage considerations besides the structural requirements.
8. The pavement design task shall also cover working out the maintenance and strengthening requirements and periodicity and timing of such treatments.

4.12.5. Design of Embankments

1. The embankments design should provide for maximum utilization of locally available materials consistent with economy. Use of fly ash wherever available with in economical leads must be considered. In accordance with Government instructions, **use of fly ash within 100 km from Thermal Power Stations is mandatory.**
2. The Consultants shall carry out detailed analysis and design for all embankments of height greater than 6 m based on relevant IRC publications.
3. *The design of embankments should include the requirements for protection works and traffic safety features.*

4.12.6. Design of Bridges and Structures

1. The data collected and investigation results shall be analysed to determine the following :
 - i. HFL

- ii. LWL
 - iii. LBL
 - iv. Erodibility of bed/scour level
 - v. Design discharge
 - vi. Linear waterway and effective linear waterway
 - vii. Likely foundation depth
 - viii. Safe bearing capacity
 - ix. Engineering properties of sub soil
 - x. Artesian conditions
 - xi. Settlement characteristics
 - xii. Vertical clearance
 - xiii. Horizontal clearance
 - xiv. Free board for approach road
 - xv. Severity of environment with reference to corrosion
 - xvi. Data pertaining to seismic and wind load
 - xvii. Requirement of model study etc.
2. The Consultant shall prepare General Arrangement Drawing (GAD) and Alignment Plan showing the salient features of the bridges and structures proposed to be constructed / reconstructed along the road sections covered under the Study. These salient features such as alignment, overall length, span arrangement, cross section, deck level, founding level, type of bridge components (superstructure, substructure, foundations, bearings, expansion joint, return walls etc.) shall be finalized based upon hydraulic and geo-technical studies, cost effectiveness and ease of construction. The GAD shall be supplemented by Preliminary designs. In respect of span arrangement and type of bridge a few alternatives with cost-benefit implications should be submitted to enable MORTH to approve the best alternative. After approval of alignment and GAD the Consultant shall prepare detailed design as per IRC codes /guidelines and drawings for all components of bridges and structures. Consultant shall submit
- (i) Proposal of minimum 3 nos. of suitable bridge proposals from the aesthetic view point (for example cable stayed / extradosed / suspension form of bridge superstructure etc.) with minimum span 120m is required to be submitted at the stage of Inception report. Consultant can prepare proposal of combination of long span cable stay superstructure with cantilever / extradosed bridge.
 - (ii) separate proposal & cost appraisal for 2/2-lane bridge with 2-lane approaches with provision for future expansion to 6-lane approach road.
3. The location of all at-grade level crossings shall be identified falling across the existing level crossings for providing ROB at these locations. The Consultants shall prepare preliminary GAD for necessary construction separately to the Client. The Consultant shall pursue the Indian Railways Authorities or/and any statutory authority of State/Central Government for approval of the GAD from concerned Authorities.

4. GAD for bridges/structures across irrigation/water way channels shall be got approved from the concerned Irrigation/Water way Authorities. Subsequent to approval of GAD and alignment plan by MORTH the Consultants shall prepare detailed design as per IRC codes/guidelines for all components of the bridges and structures.
5. Subsequent to the approval of the GAD and Alignment Plan by MORTH and Railways, the Consultant shall prepare detailed design as per IRC and Railways guidelines and drawings for all components of the bridges and structures. The Consultant shall furnish the design and drawings for suitable protection works and/or river training works wherever required.
6. Dismantling/ reconstruction of existing structures shall be avoided as far as possible except where considered essential in view of their poor structural conditions/ inadequacy of the provisions etc.
7. The existing structures having inadequate carriageway width shall be widened/reconstructed in part or fully as per the latest MoRT&H guidelines. The Consultant shall furnish the detailed design and drawings for carrying out the above improvements.
8. Suitable repair / rehabilitation measures shall be suggested in respect of the existing structures (falling along the proposed alignment of the approaches of the new bridge across river Man & Samar) as per IRC-SP:40 along with their specifications, drawings and cost estimate in the form of a report. The rehabilitation or reconstruction of the structures (falling along the proposed alignment of the approaches of the new bridge across rivers Man & Samar) shall be suggested based on broad guidelines for rehabilitation and strengthening of existing bridges contained in IRC-SP:35 and IRC-SP:40.
9. Subsequent to the approval of the GAD and the alignment plan by MORTH, detailed design shall also be carried out for the proposed underpasses, overpasses and interchanges.
10. The Consultants shall also carry out the design and make suitable recommendations for protection works for bridges and drainage structures.
11. In case land available is not adequate for embankment slope, suitable design for RCC retaining wall shall be furnished. However, RES wall may also be considered depending upon techno-economic suitability to be approved by MORTH.

4.12.7. Drainage System

1. The requirement of roadside drainage system and the integration of the same with proposed cross-drainage system shall be worked out for the entire length of the project road section.
2. In addition to the roadside drainage system, the Consultants shall design the special drainage provisions for sections with super-elevated carriageways, high embankments and for road segments passing through cuts. The drainage provisions shall also be worked out for road segments passing through urban areas.
3. The designed drainage system should show locations of turnouts/outfall points with details of outfall structures fitting into natural contours. A separate drawing sheet covering every 5 km. stretch of road shall be prepared.

4.12.8. Traffic Safety Features, Road Furniture and Road Markings

The Consultants shall design suitable traffic safety features and road furniture including traffic signals, signs, markings, overhead sign boards, crash barriers, delineators etc. The locations of these features shall be given in the reports and also shown in the drawings.

4.12.9. Arboriculture and Landscaping

The Consultants shall work out appropriate plan for planting of trees (specifying type of plantation), horticulture, floriculture on the surplus land of the right-of-way with a view to beautify the highway and making the environment along the highway pleasing. The existing trees / plants shall be retained to the extent possible. The Transplantation of trees shall also be proposed wherever feasible.

4.12.10. Toll Plaza

- ~~1. The Consultants shall identify the possible toll plaza location(s) based on the data and information derived from the traffic studies and a study of the existing physical features including the availability of land. The location of the plaza should keep in view that the project road is to be developed as a partially access controlled highway facility and it is required to collect toll on rational basis from as much of the vehicular traffic as possible consistent with economy of collection and operations. The location of the toll plaza should be finalised in consultation with MORTH.~~
2. Toll Plaza **shall be designed as per IRC 84.**

~~4.12.12. Office cum Residential Complex for PIU Deleted~~

4.12.13 Miscellaneous Works

1. The Consultants shall make suitable designs and layout for miscellaneous works including rest areas, bus bays, vehicle parking areas, telecommunication facilities etc. wherever appropriate.
2. The Consultants shall prepare the detailed scheme and lay out plan for the works mentioned in Para 1.
3. The Consultants shall prepare detailed plan for the traffic management and safety during the construction period.

4.13 Environment and Social Impact Assessment

~~The consultant shall under take the detailed environmental and social impact assessment in accordance with the standard set by the Government of India for projects proposed to be funded by MORT&H/NHAI.~~

~~4.13.1 Environmental Impact Assessment~~

~~Environment impact assessment or initial environment examination be carried out in accordance with ADB's Environmental Assessment Requirements of ADB 1998 guidelines for selected infrastructure projects 1993 as amended from time to time /World Bank Guidelines / Government of India Guidelines, as applicable~~

- ~~1. The consultant should carry out the preliminary environmental screening to assess the direct and induced impacts due to the project.~~

2. ~~The consultant shall ensure to document baseline conditions relevant to the project with the objective to establish the benchmarks.~~
3. ~~The consultant shall assess the potential significant impacts and identify the mitigation measures to address these impacts adequately.~~
4. ~~The consultant shall do the analysis of alternatives incorporating environmental concerns. This should include with and without scenario and modification incorporated in the proposed project due to environment considerations.~~
5. ~~The consultant shall give special attention to the environmental enhancement measures in the project for the following:~~
 - (a) ~~Cultural property enhancement along the highways~~
 - (b) ~~Bus bays and bus shelters including a review of their location;~~
 - (c) ~~Highway side landscape and enhancement of the road junctions;~~
 - (d) ~~Enhancement of highway side water bodies, and~~
 - (e) ~~Redevelopment of the borrow areas located on public land.~~
6. ~~The consultant shall prepare the bill of quantities (BOQ) and technical specifications for all items of work in such a way that these may be readily integrated to the construction contracts.~~
7. ~~The consultant shall establish a suitable monitoring network with regard to air, water and noise pollution. The consultant will also provide additional inputs in the areas of performance indicators and monitoring mechanisms for environmental components during construction and operational phase of the project.~~
8. ~~The consultant shall provide the cost of mitigation measures and ensure that environmental related staffing, training and institutional requirements are budgeted in project cost.~~
9. ~~The consultant shall prepare the application forms and obtain forestry and environmental clearances from the respective authorities including the SPCBs and the MOEF on behalf of MORTH/MORT&H. The consultants will make presentation, if required, in defending the project to the MOEF Infrastructure Committee.~~
10. ~~The consultant shall identify and plan for plantation and Transplantation of the suitable trees along the existing highway in accordance with IRC guidelines.~~
11. ~~The consultant shall assist in providing appropriate input in preparation of relevant environment and social sections of BPIP.~~

4.13.2 Social Assessment

- 1 The consultant would conduct base line socio-economic and census survey to assess the impacts on the people, properties and loss of livelihood. The socioeconomic survey will establish the benchmark for monitoring of R&R activities. A social assessment is conducted for the entire project to identify mechanisms to improve project designs to meet the needs of different stakeholders. A summary of stakeholders discussions, issue raised and how the project design was developed to meet stakeholders need would be prepared.
- 2 The consultant shall prepare Land Acquisition Plan and assist MORTH/MORT&H in acquisition of land under various Acts.

4.13.2.3 The consultant would prepare Resettlement and Rehabilitation Plan –assess feasibility and effectiveness of income restoration strategies and suitability and availability to relocation sites. The resettlement plan which accounts for land acquisition and resettlement impacts would be based on a 25% socio-economic survey and 100 % census survey of project affected people which provides the complete assessment of the number of affected households and persons, including common property resources. All untitled occupants are recorded at the initial stages and identify cards will be issued to ensure there is no further influx of people in to the project area. All consultations with affected persons (to include list of participants) should be fully documented and records made available to MORTH.

- Assessment on the impact of the project on the poor and vulnerable groups along the project road corridor.
- Based on the identified impacts, developing entitlement matrix for the project affected people.
- Assessment on social issues such as indigenous people, gender, HIV/AIDS, labourers including child labour.
- Implementation budgets, sources and timing of funding and schedule of tasks.
- Responsibility of tasks, institutional arrangements and personnel for delivering entitlement and plans to build institutional capacity.
- Internal and external Monitoring plans, key monitoring indicators and grievance redress mechanism.
- Incorporating any other suggestions of MORT&H / MORTH, till the acceptance of the reports by the MORT&H /MORTH, as applicable.

4.13.3 Reporting Requirements of EIA

~~The consultant would prepare the stand-alone reports as per the requirement of the MORT&H/MORTH, as applicable, with contents as per the following:~~

- ~~• Executive Summary~~
- ~~• Description of the Project~~
- ~~• Environmental setting of the project.~~
- ~~• Identification and categorization of the potential impacts (during pre-construction, construction and operation periods).~~
- ~~• Analysis of alternatives (this would include correlation amongst the finally selected alternative alignment/routing and designs with the avoidance and environmental management solutions).~~
- ~~• The public consultation process.~~
- ~~• Policy, legal and administrative framework. This would include mechanisms at the states and national level for operational policies. This would also include a description of the organizational and implementation mechanism recommended for this project.~~
- ~~• Typical plan or specific designs for all additional environmental items as described in the scope of work.~~
- ~~• Incorporating any other as per the suggestions of the MORT&H/MORTH, till the acceptance of the reports by the MORT&H/MORTH, as applicable.~~
- ~~• EMP Reports for Contract Package based on uniform methodology and processes. The consultant will also ensure that the EMP has all the elements for it to be a legal document. The EMP reports would include the following:~~

- ~~□ Brief description of the project, purpose of the EMP, commitments on incorporating environmental considerations in the design, construction and operations phases of the project and institutional arrangements for implementing the EMP.~~
- ~~□ A detailed EMP for construction and operational phases with recourse to the mitigation measures for all adverse impacts.~~
- ~~□ Detailed plans for highway side tree plantation (as part of the compensatory afforestation component).~~
- ~~□ Environmental enhancement measures would be incorporated. Enhancement measures would include items described in the scope of work and shall be complete with plans, designs, BOQ and technical specifications.~~
- ~~□ Environmental monitoring plans during and after construction including scaling and measurement techniques for the performance indicators selected for monitoring.~~
- ~~□ The EMP should be amendable to be included in the contract documents for the works.~~
- ~~□ Incorporating any other as per the suggestions of the MORT&H/MORTH, till the acceptance of the reports by the MORT&H/MORTH as applicable.~~

4.13.4 Reporting requirements of RAP

Analysis on the resettlement plan be conducted based on Government of India Guidelines, as applicable.

- Executive Summary
- Description of Project
- Objectives of the project.
- The need for Resettlement in the Project and evaluation of measures to minimize resettlement.
- Description and results of public consultation and plans for continued participation of PAPs.
- Definition of PAPs and the eligibility criteria.
- Census and survey results-number affected, how are they affected and what impacts will they experience.
- Legal and entitlement policy framework-support principles for different categories of impact.
- Arrangements for monitoring and evaluation (internal and external)
- Implementation schedule for resettlement which is linked to the civil works contract
- A matrix of scheduled activities linked to land acquisition procedures to indicate clearly what steps and actions will be taken at different stages and the time frame
- The payment of compensation and resettlement during the acquisition process
- An itemized budget (replacement value for all assets) and unit costs for different assets

5. Estimation of Quantities and Project Costs

1. The Consultants shall prepare detailed estimates for quantities (considering designs and mass haul diagram) and project cost for the entire project (civil packages wise), including the cost of environmental and social safeguards proposed based on MoRT&H's Standard Data Book and market rate for the

inputs. The estimation of quantities shall be based on detailed design of various components of the projects. The estimation of quantities and costs would have to be worked out separately for civil work Package as defined in this TOR.

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

6. ~~Viability and Financing Options~~

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

6.1. ~~Economic Analysis~~

- ~~1. The Consultants shall carry out economic analysis for the project. The analysis should be for each of the sections covered under this TOR. The benefit and cost streams should be worked out for the project using HDM-IV or other internationally recognized life-cycle costing model.~~
- ~~2. The economic analysis shall cover but be not limited to be following aspects:
 - ~~i. assess the capacity of existing roads and the effects of capacity constraints on vehicle operating costs (VOC);~~
 - ~~ii. calculate VOCs for the existing road situation and those for the project;~~
 - ~~iii. quantify all economic benefits, including those from reduced congestion, travel distance, road maintenance cost savings and reduced incidence of road accidents; and,~~
 - ~~iv. estimate the economic internal rate of return (EIRR) for the project over a 30 year period. In calculating the EIRRs, identify the tradable and non-tradable components of projects costs and the border price value of the tradable components.~~
 - ~~v. Saving in time value.~~~~

3. ~~Economic Internal Rate of Return (EIRR) and Net Present Value (NPV), “with” and “without time and accident savings” should be worked out based on these cost benefit stream. Furthermore, sensitivity of EIRR and NPV worked out for the different scenarios as given under:~~

~~Scenario I ——— Base Costs and Base Benefits~~

~~Scenario II ——— Base Costs plus 15% and Base Benefits~~

~~Scenario III ——— Base Costs and Base Benefits minus 15%~~

~~Scenario IV ——— Base Costs plus 15% and Base Benefits minus 15%~~

~~The sensitivity scenarios given above are only indicative. The Consultants shall select the sensitivity scenarios taking into account possible construction delays, construction costs overrun, traffic volume, revenue shortfalls, operating costs, exchange rate variations, convertibility of foreign exchange, interest rate volatility, non compliance or default by contractors, political risks and force majeure.~~

4. ~~The economic analysis shall take into account all on going and future road and transport infrastructure projects and future development plans in the project area.~~

6.2. Financial Analysis

1. ~~It is envisaged that the project stretch should be implemented on EPC /Annuity basis, therefore, the Consultant shall study the financial viability of the project under various funding options.~~
2. ~~The Financial analysis for the project should cover financial internal rate of return, projected income statements, balance sheets and fund flow statements and should bring out all relevant assumptions. The sensitivity analysis should be carried out for a number of probabilistic scenarios.~~
3. ~~The financial analysis should cover identification, assessment, and mitigating measures for all risks associated with the project. The analysis shall cover, but be not limited to, risks related to construction delays, construction costs overrun, traffic volume, revenue shortfalls, operating costs, exchange rate variations, convertibility of foreign exchange, interest rate volatility, non compliance or default by contractors, political risks and force majeure.~~

7. Time period for the service

1. Time period envisaged for the study of the project is indicated in **Annex-I to LOI**. The final reports, drawings and documentation shall be completed within this time schedule.
2. MORTH shall arrange to give approval on all sketches, drawings, reports and recommendations and other matters and proposals submitted for decision by the Consultant in such reasonable time so as not to delay or disrupt the performance of the Consultant’s services.

8. Project Team and Project Office of the Consultant

1. The Consultants shall be required to form a multi-disciplinary team for this assignment. The consultants Team shall be manned by adequate number of

experts with relevant experience in the execution of similar detailed design assignments.

2. List of suggested key personnel to be fielded by the consultant with appropriate man-month of consultancy services is given in Enclosure I as per clients assessment.
3. A Manning Schedule for key personnel mentioned above is enclosed as **Enclosure I** along with broad job- description and qualification as **Enclosure II**. **The information furnished in Enclosures I & II are to assist the Consultants to understand the client's perception about these requirements and shall be taken by the Consultants for the purpose of Financial Proposal and deployment schedule etc. in technical proposal to be submitted by them.** Any deviation proposed may be recorded in the comments on TOR. All the key personnel mentioned will be evaluated at the time of evaluation of technical proposal. Consultants are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria as mentioned in Data sheet. The bio-data of the key personnel should be signed on every sheet by the personnel concerned and the last sheet of each bio-data should also be signed by the authorised signatory of the Consultants.
4. The Consultants shall establish an office at the project site manned by senior personnel during the course of the surveys and investigations. All the project related office work shall be carried out by the consultant in their site office unless there are special reasons for carrying out part of the office work elsewhere for which prior approval of MORTH shall be obtained. The address of the site office including the personnel manning it including their Telephone and FAX numbers will be intimated by the Consultant to MORTH before commencement of the services.
5. The Consultant shall maintain an Attendance Register to be signed by each individual key personnel at site as well as at Head Office. The Consultant shall furnish certificate that all the key personnel as envisaged in the Contract Agreement have been actually deployed in the Projects at the time of submission of their bills to the MORTH from time to time.

9. Reports to be submitted by the Consultant to MORTH

- 9.1 All reports, documents and drawings are to be submitted separately for each of the traffic homogenous link of the Project Road. The analysis of data and the design proposals shall be based on the data derived from the primary surveys and investigations carried out during the period of assignment. The sources of data and model relationships used in the reports shall be indicated with complete details for easy reference.
- 9.2 Project preparation activities will be split into three stages as brought out below. Preliminary design work should commence without waiting for feasibility study to be completed.

Stage 1: Inception Report

Stage 2: Feasibility Report

Stage 3: Detailed Project Report (DPR)

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

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

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

STAGE 1

10.1 Quality Assurance Plan (QAP) Document

1. Immediately upon the award, the Consultants shall submit four copies of the QAP document covering all aspects of field studies, investigations design and economic financial analysis. The quality assurance plans/procedures for different field studies, engineering surveys and investigation, design and documentation activities should be presented as separate sections like engineering surveys and investigations, traffic surveys, material geo-technical and sub-soil investigations, road and pavement investigations, investigation and design of bridges & structures, environment and R&R assessment, economic & financial analysis, drawings and documentation; preparation, checking, approval and filing of calculations, identification and traceability of project documents etc. Further, additional information as per format shall be furnished regarding the details of personnel who shall be responsible for carrying out/preparing and checking/verifying various activities forming part of feasibility study and project preparation, since inception to the completion of work. The field and design activities shall start after the QAP is approved by MORTH.
2. The data formats proposed by the Consultants for use in field studies and investigations shall be submitted within 14 days after the commencement of services and got approved by MORTH.

10.2 Inception Report (IR)

1. The report shall cover the following major aspects:
 - i. *Project appreciation;*
 - ii. *Detailed methodology to meet the requirements of the TOR finalised in consultation with the MORTH officers; including scheduling of various subactivities to be carried out for completion of various stages of the work; stating out clearly their approach & methodology for project preparation after due inspection of the entire project stretch and collection/ collation of necessary information;*
 - iii. *Task Assignment and Manning Schedule;*
 - iv. *Work programme;*
 - v. *Proforma for data collection;*
 - vi. *Design standards and proposed cross-sections;*
 - vii. *Key plan and Linear Plan;*
 - viii. *Development plans being implemented and / or proposed for implementation in the near future by the local bodies and the possible impact of such development plans on the overall scheme for field work and design for the study;*
 - ix. *Quality Assurance Plan (QAP) finalised in consultation with MORTH;*
 - x. *Draft design standards; and*
 - xi. *Alignment Options along with cost appraisal, considering 3 lane bridge with 3 lane approach with provision of future expansion to 6 lane approach*
 - xii. *Conceptual Drawings of minimum 3 different types of bridges from aesthetic view point.*
 - xiii. *Approximate cost for each type of bridges.*
 - xiv *Audio/ Visual presentation by the Consultant*
2. The requirements, if any, for the construction of realignment / bypasses should be identified on the basis of data derived from reconnaissance and traffic studies. The available alignment options should be worked out on the basis of available maps. The most appropriate alignment option for bypasses should be identified on the basis of site conditions and techno-economic considerations. Inception Report should include the details regarding these aspects concerning the construction of bypasses for approval by MoRTH.

STAGE 2:

10.3 Feasibility Report

1. The Consultant shall commence the Feasibility Study of the project in accordance with the accepted IR and the report shall contain the following:
 - *Executive summary*
 - *Overview of MORT&H organization and activities, and project financing and cost recovery mechanisms*
 - *Project description including possible alternative alignments and technical/engineering alternatives*
 - *Need justification for the 2/4/6 lane bridge*
 - *Alignment plan showing proposals for alignment along with the alignment approved at Stage –I.*

- *GAD of proposed 2/4/6- lane bridge (as approved at Stage – I)*
 - *Site location of the proposed project.*
 - *Typical cross- section of the proposed 2/4/6-lane bridge, approaches and longitudinal section.*
 - *Methodology adopted for the feasibility study*
 - *Socioeconomic profile of the project areas*
 - *Indicative design standards, methodologies and specifications*
 - *Traffic surveys and analysis*
 - *Environmental screening and preliminary environmental assessment*
 - *Initial social assessment and preliminary land acquisition/resettlement plan*
 - *Cost estimates*
 - *Economic and financial analysis*
 - *Conclusions and recommendations*
2. In view of para 1 above the consultant has to submit the following documents in six sets :
- i. ***Technical Specifications:*** *The MORT&H’s Technical Specifications for Road and Bridge works shall be followed for this study. However, Volume - IV: Technical Specifications shall contain the special technical specifications which are not covered by MORT&H Specifications for Roads and Bridges (latest edition / revision)and also specific quality control norms for the construction of works. Tentative Proposed Bridge Drawings as mentioned in Para 1 above.*
 - ii. ***Rate Analysis:*** *This volume will present the analysis of rates for all items of works. The details of unit rate of materials at source, carriage charges, any other applicable charges, labour rates, machine charges as considered in arriving at unit rates will be included in this volume.*
 - iii. ***Cost Estimates :****This volume will present the each item of work as well as a summary of total cost.*
 - iv. ***Bill of Quantities :****This volume shall contain the detailed Bill of Quantities for all items of works*
 - v. ***Civil Work Contract Agreement:*** *A civil works contract agreement shall be submitted.*
3. The basic data obtained from the field studies and investigations shall be submitted in a separate volume as an Appendix to Feasibility Report.
4. The Final Feasibility Study Report incorporating comments, revisions and modifications suggested by MORTH shall be submitted within 15 days of receipt of comments from MORTH on draft feasibility study report.

10.4 Strip Plan and Clearances

1. The Consultants shall submit the following documents:
 - i. *Details of the centre line of the proposed widened NH along with the existing and proposed right-of-way limits to appreciate the requirements of land acquisition;*
 - ii. *The information concerning the area including ownership of land to be acquired for the implementation of the project shall be collected from the revenue and other concerned authorities and presented along with the strip plans;*

- iii. *Strip plans showing the position of existing utilities and services indicating clearly the position of their relocation;*
 - iv. *Details for various clearances such as environment and forest clearances;*
 - v. *Separate strip plan showing shifting / relocation of each utility services in consultation with the concerned local authorities;*
 - vi. *The utility relocation plans should clearly show existing right-of-way and pertinent topographic details including buildings, major trees, fences and other installations such as water-mains, telephone, telegraph and electricity poles, and suggest relocation of the services along with their crossings the highway at designated locations as required and prepare necessary details for submission to the Service Departments;*
 - vii. *Detail schedules for acquisition of additional land and additional properties in consultation with the revenue authorities; and*
 - viii. *Land Acquisition Plan.*
2. The strip plans and land acquisition plan shall be prepared on the basis of data from reconnaissance and detailed topographic surveys.
 3. The Report accompanying the strip plans should cover the essential aspects as given under:
 - i. *Kilometre-wise Land Acquisition Plan (LAP) and schedule of ownership thereof and Costs as per Revenue Authorities and also based on realistic rates.*
 - ii. *Details of properties, such as buildings and structures falling within the right-of-way and costs of acquisition based on realistic rates.*
 - iii. *Kilometre-wise Utility Relocation Plan (URP) and costs for relocation per civil construction package as per concerned authorities.*
 - iv. *Kilometre-wise account in regard to felling of trees of different type and girth and value estimate of such trees based on realistic rates obtainable from concerned District forest office.*
 4. The strip plans shall clearly indicate the scheme for widening. The views and suggestions of the concerned State PWDs should be duly taken into account while working out the widening scheme (left, right or symmetrical). The widening scheme shall be finalised in consultation with MORTH.
 5. Kilometre-wise Strip Plans for section (Package) shall be prepared separately for each concerned agency and suggested by MORTH.

10.5 Land Acquisition Report

1. The Land acquisition report shall be prepared and submitted for section (package). The report shall include detail schedules about acquisition of land holdings as per revenue records and their locations in a strip plan and also the costs as per district authorities. The land acquisition report shall be submitted in both Hind and English languages.
2. The land acquisition report should be prepared in consultation with affected persons, non-governmental organisations and concerned government agencies and should cover land acquisition and resettlement plan and costs of resettlement and rehabilitation of such affected persons. It should also include plan of compensating aforesaid, its land requirement with specific locations and cost involved for undertaking all activities in this regard.

10.6 Deleted

STAGE: 3

10.7 Draft Detailed Project Report (DPR)

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

Reports

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

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

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

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

- ii. **Volume - II, Design Report:** *This volume shall contain design calculations, supported by computer printout of calculations wherever applicable. The Report shall clearly bring out the various features of design standards adopted for the study. The design report will be in two parts. Part-I shall primarily deal with the design of road features and pavement composition while Part-II shall deal with the design of bridges, tunnels and cross-drainage structures. The sub-soil exploration report including the complete details of boring done, analyses and interpretation of data and the selection of design parameters shall be included as an Appendix to the Design Report.*

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

- iii. **Volume - III, Materials Report:** *The Materials Report shall contain details concerning the proposed borrow areas and quarries for construction materials*

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

The materials Report shall also include details of sampling, testing and test results obtained in respect physical properties of subgrade soils. The information shall be presented in tabular as well as in graphical representations and schematic diagrams. The Report shall present soil profiles along the alignment.

The material Report should also clearly indicate the locations of areas with problematic soils. Recommendations concerning the improvement of such soils for use in the proposed construction works, such as stabilisation (cement, lime, mechanical) should be included in the Report.

- iv. ~~**Volume - IV, Environmental Assessment Report including Environmental Management Plan (EMP) & Resettlement Action Plan (RAP): The Report shall be prepared conforming to the Guidelines of the Government of India, State Government as appropriate for construction package.**~~
- v. **Volume - V, Technical Specifications:** *The MORT&H's Technical Specifications for Road and Bridge works shall be followed for this study. However, Volume - IV: Technical Specifications shall contain the special technical specifications which are not covered by MOST Specifications for Roads and Bridges (latest edition / revision) and also specific quality control norms for the construction of works.*
- vi. **Volume - VI, Rate Analysis:** *This volume will present the analysis of rates for all items of works. The details of unit rate of materials at source, carriage charges, any other applicable charges, labour rates, machine charges as considered in arriving at unit rates will be included in this volume.*
- vii. **Volume - VII, Cost Estimates :** *This volume will present the contract package wise cost of each item of work as well as a summary of total cost.*
- viii. **Volume - VIII, Bill of Quantities :** *This volume shall contain the package-wise detailed Bill of Quantities for all items of works.*
- ix. **Volume - IX, Drawing Volume :** *All plan and profile drawings will be prepared in scale 1:250V and 1:2500H scale to cover one km in one sheet. In addition this volume will contain ' following:*
 - a. *Horizontal Alignment and Longitudinal Profile.*
 - b. *Cross-section @ 50m interval along the alignment within ROW*
 - c. *Typical Cross-Sections with details of pavement structure.*
 - d. *Detailed Drawings for individual Culverts and Cross-Drainage Structures.*
 - e. *Detailed Drawings for individual Bridges, tunnels and Structures.*
 - f. *Detailed Drawings for Improvement of At-Grade and Grade-Separated Intersections and Interchanges.*
 - g. *Drawings for Road Sign, Markings, Toll Plazas, and other Facilities.*
 - h. *Schematic Diagrams (linear chart) indicating but be not limited to be following:*

- Widening scheme;
 - Locations of median openings, intersections, interchanges, underpasses, overpasses, bypasses;
 - Locations of service roads;
 - location of traffic signals, traffic signs, road markings, safety features; and,
 - locations of toll plaza, parking areas, weighing stations, bus bays, rest areas, if any.
- i. *Drawings for toll plaza, Bus Bays, Parking areas, Rest areas, weighing stations etc.*
- All drawings will be prepared in A2 size sheets. The format for plan, cross section and profile drawings shall be finalised in consultation with the concerned MORTH officers. The drawings shall also include details of all BM and reference pillars, HIP and VIP. The co-ordinates of all points should be referenced to a common datum, preferably, GTS referencing system. The drawings shall also include the locations of all traffic safety features including traffic signals, signs, markings, crash barriers delineators and rest areas, busbays, parking areas etc.*
- j. *The typical cross-section drawings should indicate the scheme for future widening of the carriageway. The proposed cross-sections of road segment passing through urban areas should indicate the provisions for pedestrian movements and suitable measures for surface and sub-surface drainage and lighting, as required.*
- x. **Volume - X, Civil Work Contract Agreement:** *A civil works contract agreement shall be submitted.*
- xi. **Volume-XI, Project Clearances** – *All the necessary(project related) clearances (such as from MOEF, Railways in respect of ROB/ RUBs, Irrigation Deptt. and any other concerned agencies) shall be obtained by the consultant and submitted to MORTH so that project implementation can straight away proceed without any hold up.*

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

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

11. Interaction with MORTH

1. During entire period of services, the Consultant shall interact continuously with **MORTH** and provide any clarification as regards methods being followed and carryout modification as suggested by **MoRTH**. A programme of various activities shall be provided to **MoRTH** and prior intimation shall be given to **MoRTH** regarding start of key activities such as boring, survey etc. so that inspections of **MORTH** officials could be arranged in time.
2. The MoRTH officers and other Government officers may visit the site at any time, individually or collectively to acquaint/ supervise the field investigation and survey works.

3. The consultant shall be required to send 3 copies of concise monthly Progress Report by the 5th day of the following month to the designated officer so that progress could be monitored by the **MoRTH**. These reports will indicate the dates of induction and de-induction of various key personnel and the activities performed by them. Frequent meetings with the consultant at site office or in Delhi are foreseen during the currency of project preparation.
4. All equipment, software and books etc. required for satisfactory services for this project shall be obtained by the Consultant at their own cost and shall be their property.

12. Payment Schedule

The Consultant will be paid consultancy fee as a percentage of the contract values as per the schedule given in the Draft Contract Agreement.

13. Data and Software

1. The floppy diskettes/CD's containing all basic as well as the processed data from all field studies and investigations, report, appendices, annexure, documents and drawings shall be submitted to MORTH at the time of the submission of the Final Report. The data can be classified as follows:
 - i. **Engineering Investigations and Traffic Studies** : Road Inventory, Condition, Roughness, Test Pit (Pavement composition), Benkelman Beam Deflection, Material Investigation including test results for subgrade soils, Traffic Studies(traffic surveys), axle load surveys, Sub-soil Exploration, Drainage Inventory, Inventory data for bridge and culverts indicating rehabilitation, new construction requirement etc. in MS EXCEL or any other format which could be imported to widely used utility packages.
 - ii. **Topographic Surveys and Drawings** : All topographic data would be supplied in (x, y, z) format along with complete reference so that the data could be imported into any standard highway design software. The drawing files would be submitted in dxf or dwg format.
 - iii. **Rate Analysis** : The Consultant shall submit the rate analysis for various works items including the data developed on computer in this relation so that it could be used by the Authority later for the purpose of updating the cost of the project.
 - iv. **Economic and Financial Analysis**;
2. **Software**: The Consultant shall also hand-over to **MoRTH** floppies/CD's containing any general software including the financial model which has been specifically developed for the project.
3. The floppy diskettes/CD's should be properly indexed and a catalogue giving contents of all floppies/CD's and print-outs of the contents (data from field studies topographic data and drawings) should be handed over to **MoRTH** at the time of submission of the Final Report.

SUPPLEMENT-III

ADDITIONAL REQUIREMENT FOR SAFETY AUDIT

Checklists

The use of checklists is highly recommended as they provide a useful “aide memoire” for the audit team to check that no important safety aspects are being overlooked. They also give to the project manager and the design engineer a sense of understanding of the place of safety audit in the design process. The following lists have been drawn up based on the experience of undertaking systematic safety audit procedures overseas. This experience indicates that extensive lists of technical details has encouraged their use as “tick” sheets without sufficient thought being given to the processes behind the actions. Accordingly, the checklists provide guidelines on the principal issues that need to be examined during the course of the safety audits.

Stage F-During Feasibility Study

1. The audit team should review the proposed design from a road safety perspective and heck the following aspects

CONTENTS	ITEMS
Aspects to be checked	<ul style="list-style-type: none"> A. Safety and operational implications of proposed alignment and junction strategy with particular references to expected road users and vehicle types likely to use the road. B. Width options considered for various sections. C. Departures from standards and action taken. D. Provision of pedestrians, cyclists and intermediate transport E. Safety implications of the scheme beyond its physical limits i.e. how the scheme fits into its environs and road hierarchy
A1 : General	<ul style="list-style-type: none"> ➤ Departures from standards ➤ Cross-sectional variation ➤ Drainage ➤ Climatic conditions ➤ Landscaping ➤ Services apparatus ➤ Lay-byes ➤ Footpath ➤ Pedestrian crossings ➤ Access (minimize number of private accesses) ➤ Emergency vehicles

	<ul style="list-style-type: none"> ➤ Public Transport ➤ Future widening ➤ Staging of contracts ➤ Adjacent development
A2 : Local Alignment	<ul style="list-style-type: none"> ➤ Visibility ➤ New/Existing road interface ➤ Safety Aids on steep hills
A3 : Junctions	<ul style="list-style-type: none"> ➤ Minimise potential conflicts ➤ Layout ➤ Visibility
A4 : Non-Motorised road users Provision	<ul style="list-style-type: none"> ➤ Adjacent land ➤ Pedestrians ➤ Cyclists ➤ Non-motorised vehicles
A5 : Signs and Lighting	<ul style="list-style-type: none"> ➤ Lighting ➤ Signs/Markings
A6 : Construction and Operation	<ul style="list-style-type: none"> ➤ Buildability ➤ Operational ➤ Network Management

Stage 1 – Completion of Preliminary Design

1. The audit team should review the proposed check the following aspects design from a road safety perspective and check the following aspects	
CONTENTS	ITEMS
Aspects to be checked	<p>A. Safety and operational implications of proposed alignment and junction strategy with particular references to expected road users and vehicle types likely to use the road.</p> <p>B. Width options considered for various sections.</p> <p>C. Departures from standards and action taken.</p> <p>D. Provision of pedestrians, cyclists and intermediate transport</p> <p>E. Safety implications of the scheme beyond its physical limits i.e. how the scheme fits into its environs and road hierarchy</p>
B1 : General	<ul style="list-style-type: none"> ➤ Departures from standards ➤ Cross-sectional variation

	<ul style="list-style-type: none"> ➤ Drainage ➤ Climatic conditions ➤ Landscaping ➤ Services apparatus ➤ Lay-byes ➤ Footpaths ➤ Pedestrian crossings ➤ Access (minimize number of private accesses) ➤ Emergency vehicles ➤ Public Transport ➤ Future widening ➤ Staging of contracts ➤ Adjacent development
B2 : Local Alignment	<ul style="list-style-type: none"> ➤ Visibility ➤ New/Existing road interface ➤ Safety Aids on steep hills
B3 : Junctions	<ul style="list-style-type: none"> ➤ Minimise potential conflicts ➤ Layout ➤ Visibility
B4 : Non-Motorised road users Provision	<ul style="list-style-type: none"> ➤ Adjacent land ➤ Pedestrians ➤ Cyclists ➤ Non-motorised vehicles
B5 : Signs and Lighting	<ul style="list-style-type: none"> ➤ Lighting ➤ Signs/Markings
B6 : Construction and Operation	<ul style="list-style-type: none"> ➤ Buildability ➤ Operational ➤ Network Management

Stage 2 – Completion of Detailed Design

<p>1. The audit team should satisfy itself that all issues raised at Stage 1 have been resolved. Items may require further consideration where significant design changes have occurred.</p> <p>2. If a scheme has not been subject to a stage 1 audit, the items listed in Checklists B1 to B6 should be considered together with the items listed below.</p>	
CONTENTS	ITEMS
Aspects to be checked	<p>A. Any design changes since Stage 1.</p> <p>B. The detailed design from a road safety viewpoint, including the road safety implications of future maintenance (speed limits; road signs and markings; visibility; maintenance of street lighting and central reserves).</p>
C1 : General	<ul style="list-style-type: none"> ➤ Departures from standards ➤ Drainage ➤ Climatic conditions ➤ Landscaping ➤ Services apparatus ➤ Lay-byes ➤ Access ➤ Skid-resistance ➤ Agriculture ➤ Safety Fences ➤ Adjacent development
C2 : Local Alignment	<ul style="list-style-type: none"> ➤ Visibility ➤ New/Existing road interface
C3 : Junctions	<ul style="list-style-type: none"> ➤ Layout ➤ Visibility ➤ Signing ➤ Lighting ➤ Road Marking ➤ T,X,Y-junctions ➤ All roundabouts ➤ Traffic signals
C4 : Non-Motorised road users Provision	<ul style="list-style-type: none"> ➤ Adjacent land ➤ Pedestrians ➤ Cyclists ➤ Non-motorised vehicles
C5 : Signs and Lighting	<ul style="list-style-type: none"> ➤ Advanced direction signs

	<ul style="list-style-type: none">➤ Local traffic signs➤ Variable message signs➤ Other traffic signs➤ Lighting
C6 : Construction and Operation	<ul style="list-style-type: none">➤ Buildability➤ Operational➤ Network Management

Enclosure-I

Manning Schedule

Sl.No	Key Personnel	Total Project Assignment (Six months)
		Total Time Period (mm)
1	Sr. Bridge Engineer-cum-Team Leader	4
2	Bridge Engineer	2
3	Highway cum Pavement Engineer	0.5
4	Material-cum-Geo-technical Engineer	1
5	Senior Survey Engineer	1.5
6	Environmental Specialist	0
7	Quantity Surveyor/ Documentation Expert	2
	Total	11

Note: 1. Consultants have to provide a certificate that all the key personnel as envisaged in the Contract Agreement have been actually deployed in the projects. They have to furnish certificate at the time of submission of their bills to NH Division from time to time.

2. The Consultant shall appoint a project Coordinator for effective Coordination of its services for the entire duration of the Project Assignment including pre construction activities until completion of the entire assignment.

Enclosure-II

**Qualification and Experience Requirement of Key Personnel
Senior Bridge Engineer-cum-Team Leader**

i)	Educational Qualification	
	Essential	Graduate in Civil Engineering
	Desirable	Post Graduate in M. Tech in Structure Engineering
ii)	Essential Experience	
	a) Total Professional Experience	Min. 20 years
	b) Experience in Bridge projects	Min. 10 years in Planning, project preparation and design of Bridge projects .
	c) Experience in similar capacity	He should have worked as Team Leader for at least 1 projects of 4/6 laning of major Bridge projects of length of minimum 100 m and DPR preparation for at least one project of Bridge DPR involving minimum individual span length 45m..
iii)	Age Limit	70 years on the date of submission of proposal

QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL**Highway Cum Pavement Engineer**

i)	Educational Qualification	
	Essential	Graduate in Civil Engineering
	Desirable	Post Graduated in Highway Engineering or Transportation Engineering.
ii)	Essential Experience	
	a) Total Professional Experience	Min. 15 years
	b) Experience in Highway Projects	Min. 10 years in Planning, project preparation and design of Highway / expressways projects, including 4 laning experience in pavement design and maintenance.
	c) Experience in Similar Capacity	At least 2 projects of 4/6 laning of major highway projects (NH/SH/ Expressways) of length of minimum 15 km and Pavement design of major highway projects (NH/SH/ Expressways) of length of minimum 15 Km (2 lane).
iii)	Age Limit	70 years on the date of submission of proposal

QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL**Bridge Engineer**

i)	Educational Qualification	
	a) Essential	Graduate in Civil Engineering
	Desirable	M. Tech in Structure Engineering
ii)	Essential Experience	
	a) Total Professional Experience	Minimum 15 years
	b) Experience in Bridge projects	Min. 10 years in project preparation and design of structure/bridge projects.
	c) Experience in Similar Capacity	Bridge Engineer in highway design consultancy projects (NH/SH/ Expressways) involving design of minimum two major bridges/Structures (length more than 100 m)
iii)	Age Limit	70 years on the date of submission of proposal

QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL**Material Engineer – cum – Geotechnical Engineer**

i)	Educational Qualification	
	Essential	Graduate in Civil Engineering or M.Sc. Geology
	Desirable	Masters in Foundation Engineering / Soil Mechanics / Phd in Geology /Geo Tech Engineering
ii)	Essential Experience	
	a) Total Professional Experience	Min. 15 years
	b) Experience in Similar type of work in infrastructure projects	Min. 8 years on similar projects in DPR preparation or supervision or construction
	c) Experience in Similar Capacity	At least 2 projects of 4/6 laning of major Bridge projects of length of minimum 200m length.
iii)	Age Limit	70 years on the date of submission of proposal

Enclosure-II(contd.)

QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL

Senior Survey Engineer

i)	Educational Qualification	
	Essential	Graduate in Civil Engineering or Diploma in Civil Engg or Diploma in Surveying
	Desirable	M. Tech in Surveying / Transportation/ Survey Engineering/Remote Sensing
ii)	Essential Experience	
	a) Total Professional Experience	Min.15 years
	b) Experience in Highway projects	Min. 8 years on similar projects in project preparation and construction & thorough understanding of modern computer based methods of surveying
	c) Experience in Similar Capacity	At least 2 projects of 4/6 laning of major highway projects (NH/SH/ Expressways) of length of minimum 15Km.
iii)	Age Limit	65 years on the date of submission of proposal

QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL

Environmental Specialist

i)	Educational Qualification	
	a) Essential	Graduate in Civil Engineering or Graduate in Environmental Engineering or Post Graduate in Environmental Sciences
	— Desirable	M. Tech in Environmental Engineering
ii)	Essential Experience	
	a) Total Professional Experience	Min. 10 years
	b) Experience in Highway Projects	Min. 5 years in environment impact assessment of infrastructure projects
	c) Experience in Similar Capacity	At least 1 projects of 4/6 laning of major Bridge projects of length of minimum 100m length.
iii)	Age Limit	70years on the date of submission of proposal

QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL**Quantity Surveyor/Documentation Expert**

i)	Educational Qualification	
	Essential	Graduate in Civil Engineering / Certificate course from 'Institution of Quantity Surveying'
	-----	-----
ii)	Essential Experience	
	a) Total Professional Experience	Min. 15 years
	b) Experience in Highway Projects	Min. 5 years in Preparation of Bill of Quantities, Contract documents and documentation for major highway projects involving four laning
	c) Experience in Similar Capacity	At least 1 projects of 4/6 laning of major Bridge projects (NH/SH/ Expressways) of length of minimum 100m.
iii)	Age Limit	70 years on the date of submission of proposal

Schedule for submission of Reports and Documents

Stage No.	Activity	No. of copies	Time Period in days from date of commencement
1	Monthly Reports	3	by 10 th day of every month
2	Inception Report	3	15
	(i) Draft Inception Report including QAP document	3	20
	(ii) Inception Report including QAP document		
3	F.S. REPORT		
	i) Draft Feasibility Study Report including option study report	4	30
	ii) Comments of client	1	35
	iii) Final Feasibility Study Report incorporating compliance of comments of Client.	4	45
4	Detailed Project Report		
	i) Draft DPR	4	60
	ii) Comments of client	1	70
	iii) Final DPR incorporating compliance of comments of Client	6	80
5	Technical Schedules for EPC / Annuity projects	4	90
6	Project clearances from concerned agencies e.g. from MOEF; Rly for approval of GAD and detail engineering drawing of ROB/RUB; Irrigation Dept., Land Acquisitions-3(a), 3(A), 3(D) Notifications	Original letters from the concerned agencies and 5 photocopies of each. 3 copies each	

Proof of Eligibility

Form-E1

Letter of Proposal (On Applicant's letter head)

(Date and Reference)

To, *****

Sub: Appointment of Consultant for preparation of Feasibility Report and Detailed Project Report for

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for [2/4 laning with paved shoulders of ***** highway]. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
8. I/We declare that we/any member of the consortium, are/is not a Member of any other Consortium applying for Selection as a Consultant.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicated or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. The Bid Security of Rs. ***** (Rupees *****) in the form of a Bank Guarantee is attached, in accordance with the RFP document.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this valid for 120 (One hundred and twenty) days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.

17. In the event of my/our firm/consortium being selected as the Consultant, I/we agree to enter into any Agreement in accordance with the form Appendix V of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of and documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Proof of Eligibility and Technical proposal are being submitted in separate covers in hard copy and they are being submitted online also. Financial Proposal is being submitted online only. This Proof of Eligibility read with Technical Proposal and Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

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

Form-E2/T3

FIRM'S REFERENCESRelevant Services Carried out in the Last Seven Years (2008-09 onwards)
Which Best Illustrate Qualifications

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

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

Signature of Authorised Representative

(Certificate from Employer regarding experience should be furnished)

Form- E3**Financial Capacity of the Applicant**

Name of Applicant:

S.No.	Financial Year	Annual Revenue (Rs/US \$ in million)
1	2016-17	
2	2015-16	
3	2014-15	
4	2013-14	
5	2012-13	

Certificate from the Statutory Auditor^{\$}

This is to certify that -----(name of the Applicant) has received the payments shown above against the respective years on account of Consultancy Services.

Name of the audit firm

Seal of the audit firm

Date

(Signature, name and designation of the authorized signatory)

^{\$}In case he Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual account of the Applicant.

Note:

Please do not attach any printed Annual Financial Statement.

APPENDIX-II

Form- E4

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 _____ 201..

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or
2. If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity,
 - a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - b. fails or refuses to furnish the Performance Security, in accordance with the letter of invitation, 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 150 (one hundred and fifty) 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.

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

(Form-T1)

TECHNICAL PROPOSAL

FROM:

TO:

Sir:

Subject Consultancy Service for

Regarding Technical Proposal

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

_____.

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

(Authorized Representative)

(Form-T-2)

Details of projects for which Technical and Financial Proposals have been submitted

Sl.No.	<i>Name of Project</i>	Consultancy Package No.	Names of Proposed Key Personnel
1			
2			
3			
4			

FIRM'S REFERENCES
Relevant Services Carried out in the Last Seven Years
Which Best Illustrate Qualifications

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

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

Signature of Authorised Representative

(Certificate from Employer regarding experience should be furnished)

SITE APPRECIATION

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

COMMENTS/ SUGGESTIONS OF CONSULTANT ON THE TERMS OF REFERENCE

1.

2.

3.

4.

5.

....

....

**Composition of the Team Personnel and the task
Which would be assigned to each Team Member**

I. Technical/Managerial Staff

S.No.	Name	Position	Task Assignment
1.			
2.			
3.			
4.			
....			
....			
....			

II. Support Staff

S.No.	Name	Position	Task Assignment
1.			
2.			
3.			
4.			
....			
....			
....			

**APPROACH PAPER ON METHODOLOGY PROPOSED FOR PERFORMING THE
ASSIGNMENT**

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

- 1) Composition of the team [not more than 1 page]
 - 2) Methodology for services, surveying, data collection and analysis [not more than 2 pages]
 - 3) Quality Assurance system for consultancy assignment [not more than 1 page]
-

Details of Material Testing Facility

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

Facility for Field investigation and Testing

1. State whether the Applicant has in-house Facility for
 - a) Geo-technical investigation Yes/No
 - b) Pavement investigation Yes/No
 - c) Topographic Survey Yes/No

2. In case answer to 1 is Yes attach a list of field investigation and testing equipments available in-house

3. In case answer to 1 is No state arrangements made/proposed to be made for each of above Field investigation and testing

Office Equipment and software

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

Form- T11



Format of Curriculum Vitae (CV) For Proposed Key Staff

1. Proposed _____ Position:

2. Name _____ of _____ Staff:

3. Date of Birth : _____ (Please furnish proof of age)

4. Nationality: _____

5. Educational Qualification:
(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained). (Please furnish proof of qualification)

Contact Address with Phone and mobile numbers:

6. Membership of Professional Societies: _____

7. Publication:
(List of details of major technical reports/papers published in recognized national and international journals)

8. **Employment Record:**
(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience *period of specific assignment must be clearly mentioned*, also give client references, where appropriate).

9. Summary of the CV
(Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV).

- A) Education:
 - i) Field of Graduation and year
 - ii) Field of post graduation and year
 - iii) Any other specific qualification

- B) Experience
- ii) i) Total experience in highways: _____ Yrs
 Responsibilities held : i) _____ Yrs.
 ii) _____ Yrs.
 iii) _____ Yrs.
 iii) Relevant Experience : _____ Yrs.

C) Permanent Employment with the Firm (Yes/No):

If yes, how many years :
 If no, what is the employment :
 Arrangement with the firm ?

Certification :

- 1 *I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of this assignment on the project*
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this biodata correctly describes myself my qualification and my experience.

Signature of the Candidate _____

Place _____
 Date _____

Signature of the Authorized Representative of the firm _____

Place _____
 Date _____

Note: Each page of the CV shall be signed in ink by both the staff member and the Authorized Representative of the firm. Photocopies will not be considered for evaluation.

UNDERTAKING FROM THE PROFESSIONAL

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

UNDERTAKING FROM CONSULTING FIRM

The undersigned on behalf of (name of consulting firm) certify that Shri.....(name of the proposed personnel and address) to the best of our knowledge has not left his assignment with any other consulting firm engaged by MORT&H / contracting firm (firm to be supervised now) for the ongoing projects. We understand that if the information about leaving the past assignment with MORT&H/MORTH without completing his assignment is known to MORTH, MORTH would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by MORTH.

(Form-I)

FINANCIAL PROPOSALS

FROM:

TO:

Sir:

Subject: Consultants' Services for

Regarding Price Proposal

I/We _____ Consultant/consultancy firm herewith enclose

*Price Proposal for selection of my/our firm/organization as Consultant for _____

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

(Authorized Representative)

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

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

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

LC* Local Currency

FC* Foreign Currency

** Total Cost Net of GST shall be considered for financial evaluation

Note: No escalation will be payable during the services

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

Rates for all items shall be quoted in figures as well as in words.

Estimate of Local Currency Costs

I. Remuneration for Local Staff (including per diem allowance)

S.No.	Position	Name	Rate (INR)	SM	Amt.(INR)
	Professional Staff				
1	Senior Bridge Engineer cum Team Leader			4.0	
2	Bridge Engineer			2.0	
3	Highway cum Pavement Engineer			0.5	
4	Material-cum-Geotechnical Engineer- Geologist			1.0	
5	Senior Survey Engineer			1.5	
6	Environmental Specialist			0	
7	Quantity Surveyor/ Documentation Expert			2.0	
	Sub-Total:			11	
	Sub-Professional Staff	(To be assessed by Consultant as per requirement of assignment)			
1					
2					
3					
4					
5					
6					
7					
	Sub-Total:				
	TOTAL				

II. Support Staff

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

III. Transportation (Fixed costs)

S. No	Description	Qty.	Nos. of months	Rate/ Month (INR)	Amount (INR)
1	The vehicles provided by the Consultants shall include the cost for rental, drivers, operation, maintenance, repairs, insurance, etc. A. For use of consultants				
	Total				

IV. Duty Travel to Site (Fixed Costs)

Trips	NO	Rate (INR)	Amount (INR)

V. Office Rent (Fixed Costs)

The rent cost includes maintenance, cleaning, repairs, etc.
__ months x

Total

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

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

TOTAL : -----

VII. Office Furniture and Equipment (Rental)

No	Description	Unit	Quantity	Rate (INR)	Amount (INR)
1	Office Furniture and Equipment		LS		
				Total	

VIII. Reports and Document Printing

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

IX. Survey and Investigation

A. Topographical Survey (Fixed Rate)

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

B. Investigation (Fixed cost)

No.	Description	Quantity	Amount (INR)
1	Road and Bridge Inventory		
2	BBD Test and Pavement Evaluation		
3	Roughness Survey		
4	Axle Load Survey		
5	Material Survey and Investigation		
6	Sub-grade Investigation		
7	Traffic Survey		
8	Socio-economic & Census Survey/Studies		
9	Land Acquisition Studies		
10	Any other investigations/surveys		
11	* Sub-Soil Investigation (Boring)	Rate	Qty
	a) Boring in all type of soils (other than hard rock)		500 m
	b) Boring in hard rock		100 m
Total			

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

C. Hydraulic Model Study**Amount in Rs.**

(Form-IV)

Estimate of Costs for Expatriate Consultants

I. Remuneration of Expatriate Staff including per diem allowances

No.	Positions	Name	Rate ()	SM	Amount ()
			Total :		

II. *Mobilization and Demobilization*

1. International Airfares (Fixed costs)

Position	Round Trips	Rate	Amount
		Total	

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

Lump Sum

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

Lum Sum

TENTATIVE QUANTITIES FOR SUB-SOIL INVESTIGATIONS (BORING)

(Form –V)

S. No	Stretch Proposed for DPR	Approximate Length (in Km.)	Package No.	State	Cumulative Tentative Quantities(in m)	
					In Soils other than hard rock	In hard rock
1	Consultancy Services for preparation of Detailed Project Report for the construction of 3 lane new Bridge with approaches parallel to existing 2-lane bridges at Samar Khadi, & Man River on NH-56	200 mt	----	Gujarat	500	100

CONTENTS

Sl. No.	Description	Page No.
I	CONTRACT FORCONSULTANT’S SERVICES	
II	GENERAL CONDITIONS OF CONTRACT	
1.	General Provisions	
1.1	Definitions	
1.2	Relation between the Parties	
1.3	Law Governing the Contract	
1.4	Language	
1.5	Headings	
1.6	Notices	
1.7	Location	
1.8	Authority of Member in Charge	
1.9	Authorized Representatives	
1.10	Taxes and Duties	
2.	Commencement, Completion, Modification and Termination of Contract	
2.1	Effectiveness of Contract	
2.2	Termination of Contract for Failure to Become Effective	
2.3	Commencement of Services	
2.4	Expiration of Contract	
2.5	Entire Agreement	
2.6	Modification	
2.7	Force Majeure	
2.7.1	Definition	
2.7.2	No Breach of Contract	
2.7.3	Measures to be Taken	
2.7.4	Extension of Time	
2.7.5	Payments	
2.7.6	Consultation	
2.8	Suspension	
2.9	Termination	
2.9.1	By the Client	
2.9.2	By the Consultants	
2.9.3	Cessation of Rights and Obligations	
2.9.4	Cessation of Services	
2.9.5	Payment upon Termination	
2.9.6	Disputes about Events of Termination	
3.	Obligations of the Consultants	
3.1	General	
3.1.1	Standard of Performance	
3.1.2	Law Governing Services	
3.2	Conflict of Interests	
3.2.1	Consultants not to Benefit from Commissions,discounts etc.	

- 3.2.2 Consultants and Affiliates not to be otherwise interested in Project
 - 3.2.3 Prohibition of Conflicting Activities
 - 3.3 Confidentiality
 - 3.4 Liability of the Consultants
 - 3.5 Insurance to be taken out by the Consultants
 - 3.6 Accounting, Inspection and Auditing
 - 3.7 Consultants' Actions requiring Client's prior Approval
 - 3.8 Reporting Obligations
 - 3.9 Documents prepared by the Consultants to be the Property of the Client
 - 3.10 Equipment and Materials furnished by the Client
- 4. Consultants' Personnel**
- 4.1 General
 - 4.2 Description of Personnel
 - 4.3 Approval of Personnel
 - 4.4 Working Hours, Overtime, Leave etc.
 - 4.5 Removal and/or Replacement of Personnel
 - 4.6 Resident Project Manager
- 5. Obligations of the Client**
- 5.1 Assistance and Exemptions
 - 5.2 Access to Land
 - 5.3 Change in the Applicable Law
 - 5.4 Services, Facilities and Property of the Client
 - 5.5 Payment
- 6. Payment to the Consultants**
- 6.1 Cost Estimates; Ceiling Amount
 - 6.2 Currency of Payment
 - 6.3 Mode of Billing and Payment
- 7. Responsibility for accuracy of the project document**
- 7.1 General
 - 7.2 Retention money
 - 7.3 Penalty
 - 7.4 Action for deficiency in services
- 8. Fairness and Good Faith**
- 8.1 Good Faith
 - 8.2 Operation of the Contract
- 9. SETTLEMENT OF DISPUTES**
- 9.1 Amicable Settlement
 - 9.2 Dispute Settlement

III. SPECIAL CONDITIONS OF CONTRACT

IV. APPENDICES

- Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements
- Appendix B: Consultants' Sub consultants, Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various report.
- Appendix C: Hours of work for Consultants' Personnel
- Appendix D: Duties of the Client
- Appendix E: Cost Estimate
- Appendix F: Minutes of Financial/ Contract Negotiations with the Consultant
- Appendix G: Copy of letter of invitation
- Appendix H: Copy of letter of acceptance
- Appendix I(1): Format for Bank Guarantee for Performance Security for individual work
- Appendix I(2): Format for Bank Guarantee for Performance Security for a number of works
- Appendix J : Minutes of the Pre-bid meeting

DRAFT CONTRACT FOR CONSULTANT'S SERVICES

INDIA

CONTRACT FOR CONSULTANTS' SERVICES

Consultancy Services for preparation of Detailed Project Report for construction of new 3 lane bridges between KM 459-500 to 483-500 of NH-56 in the State of Gujarat.

(From km _____ to km _____ Of NH.. in the State of)

This CONTRACT (hereinafter called the "Contract") is made on the ----- day of the month of -----2014 , between, on the one hand, Ministry of Road Transport & Highways (**MoRTH**) (hereinafter called the "Client") and, on the other hand, M/s ----- in JV with ----- and in Association with (hereinafter called the "Consultants").

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

- 1 The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (hereinafter called "GC");
 - (b) The Special Conditions of contract (hereinafter called "SC");
 - (c) The following Appendices:

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

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

Appendix C: Hours of work for Consultants' Personnel
Appendix D: Duties of the Client

Appendix E: Cost Estimate

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

Appendix G: Copy of letter of invitation

Appendix H: Copy of letter of acceptance

Appendix I: Copy of Bank Guarantee for Performance Security

Appendix-J: Minutes of the pre-bid meeting

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

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

FOR AND ON BEHALF OF
(National Highways Authority of India)

By
Authorised Representative

FOR AND ON BEHALF OF
(Consultant)

By
Authorised Representative

Witness

1. Signature
Name
Address

2. Signature
Name
Address

Witness

1. Signature
Name
Address

2. Signature
Name
Address

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) “foreign currency” means any currency other than the currency of the Government;
- (d) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of India;
- (g) “local currency” means the currency of the Government;
- (h) “Member”, in case the Consultants consist of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all of these entities;
- (i) “Personnel” means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; “foreign Personnel” means such persons who at the time of being so hired had their domicile outside India; and “local Personnel” means such persons who at the time of being so hired had their domicile inside India;
- (j) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- (k) “Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
- (l) “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (m) “Sub-consultant” means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (n) “Third Party” means any person or entity other than the Government, the Client, the Consultants or a Sub-consultant.

1.2 **Relation between the Parties**

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

1.3 **Governing Law and Jurisdiction**

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

1.4 **Language**

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

1.5 **Table of Contents and Headings**

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

1.6 **Notices**

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

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

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

1.7 **Location**

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

1.8 **Authority of Member in Charge**

In case the Consultants consist of a joint venture of more than one entity, with or without an Associate the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.9 **Authorized Representatives**

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

executed by the officials specified in the SC.

1.10 Taxes and Duties

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

2.5 Entire Agreement

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

2.6 Modification

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

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil

disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force 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 (f) of this Clause 2.9.1, terminate this Contract:

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

2.9.2 By the Consultants

The Consultants may, by not less than thirty (30) day's written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.9.2, terminate this Contract:

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

- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

2.9.3 Cessation of Rights and Obligations

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

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

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

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

2.9.6 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional

techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Subconsultants 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 Subconsultants, as well as the Personnel and agents of the Consultants and any Subconsultants, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

3.2 Conflict of Interests

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

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

3.2.2 Consultants and Affiliates not to be otherwise interested in Project

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

3.2.3 Prohibition of Conflicting Activities

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

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

3.3 Confidentiality

The Consultants, their Subconsultants and the Personnel of either of them shall not,

either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relation to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultants

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

3.5 Insurance to be taken out by the Consultants

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

3.6 Accounting, Inspection and Auditing

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

3.7 Consultants' Actions requiring Client's prior Approval

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

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

3.8 Reporting Obligations

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

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

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

3.10 Equipment and Materials furnished by the Client

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

4. CONSULTANTS' PERSONNEL

4.1 General

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

4.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Professional / Sub Professional Personnel are described in Appendix B.
- (b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key Professional / Sub Professional Personnel set forth in Appendix B may be made by the Consultants by written notice to the Client, provided
 - (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and
 - (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6.1 (b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix B may be increased by agreement in writing between the Client and the Consultants.

4.3 Approval of Personnel

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

4.4 **Working Hours, Overtime, Leave, etc.**

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

4.5 **Removal and/or Replacement of Personnel**

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

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

4.5.2 In case notice to commence services is given within 120 days of negotiations the replacement shall be as below:

- a. Replacement up to 33%: Replacement shall be by an equal or better scoring person. Reduction in remunerations for the balance period shall be @ 5% of the monthly rate.
- b. Replacement of more than 33% and up to 50%: Replacement shall be by an equal or better scoring person. Reduction in remunerations for the balance period shall be @ 10% of the monthly rate.
- c. Replacement beyond 50% and upto 66% . Replacement shall be by an equal or better scoring person. Reduction in remunerations for the balance period shall be @ 15% of the monthly rate.
- d. Replacement beyond 66 % shall normally not be considered. However in exceptional circumstances, where it becomes absolutely essential the remunerations of the substitute

shall be reduced by 50 % of the original person replaced. Replacement shall be by an equal or better scoring person, The Department may initiate action for termination/debarment of such consultant for future projects of MORTH/MoRT&H for a period of 6 months to 24 months depending upon the severity of case.

4.5.3 Replacement after original contract period is over:

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

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

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

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

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

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

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

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

It will be ensured that the new proposed personnel should score at least 75% of the marks of the originally approved key personnel. Both the Consulting firm and the proposed personnel

should give the undertaking in the format available in Form VII of Appendix II along with the replacement CV.

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

4.6 Resident Project Manager

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

5. OBLIGATION OF THE CLIENT

5.1 Assistance and Exemptions

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

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

5.2 Access to Land

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

5.3 Change in the Applicable Law

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

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

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

5.5 **Payment**

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

6. **PAYMENT TO THE CONSULTANTS**

6.1 **Cost Estimates ; Ceiling Amount**

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

6.2 **Currency of Payment**

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

6.3 Mode of Billing and Payment

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

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

(b) Payment Schedule

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

Sl. No.	Item	Payment as % of Contract Value
1	On submission of Final Inception Report with Alignment Report	20 %
2	On Submission of Final Feasibility Report with Soil Investigation	20 %
3	On submission of Final Land Acquisition Report and other clearance proposal	10 %
4	On Submission of Draft DPR	10 %
5	On Approval of Final DPR	10 %
6	Preparation & Approval of EPC Documents including Technical Schedule & Tender Drawings	10 %
7	Publication of 3D Notification, Forest Clearance and Utility Shifting Approval (Whichever is applicable)	10 %
8	Retention to be released after 3 Years / Completion of Civil Contract work whichever earlier)	10 %
	Total	100%

Note: Consultants have to provide a certificate that all key personnel as envisaged in the Contract Agreement has been actually deployed in the project. They have to submit this certificate at the time of submission of bills to MORTH from time to time .

(c) No payment shall become eligible for the next stage till the consultant completes to the satisfaction of the client the work pertaining to the preceding stage. The payment for the work of sub-soil investigation(Boring)will be as per plan approved by the client and will be paid as per actuals at the rates quoted by the consultants .The payment for the quantity given by the client for boring will be deemed to be included in the above mentioned payment schedule. Any adjustment in the payment to the consultants will be made in the final payment only.

- (d) The Client shall cause the payment of the Consultants in Para 6.4 (b) above as given in schedule of payment within thirty (30) days after the receipt by the Client of bills. Interests at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (e) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory one hundred and eighty (180) calendar days after receipt of the final report and final statement by the Client unless the Client, within ninety(90) day period, gives written notice to the Consultants specifying in detailed deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client 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.
- (f) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

7. Responsibility for Accuracy of Project Documents

7.1 General

- 7.1.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.
- 7.1.2 The Consultant shall be fully responsible for the accuracy of design and drawings of the bridges and structures. All the designs and drawings for bridges and structures including all their components shall be fully checked by a Senior Engineer after completion of the designs. All drawings for bridges and structures shall be duly signed by the (a) Designer, (b) Senior Checking Engineer, and (c) Senior Bridge / Structure Expert. The designs and drawings not signed by the three persons mentioned above shall not be accepted. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings of the bridges and structures noticed during the construction and even thereafter and the Client shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.
- 7.1.3 The survey control points established by the Consultant shall be protected by the

Consultants till the completion of the Consultancy Services.

7.2. Retention Money

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

7.3. Penalty

7.3.1. Penalty for Error/Variation

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

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

Sl. No.	Item	Penalty (%age of contract value)
1	Topographic Surveys	0.25 to 0.5
	<i>a) The horizontal alignment does not match with ground condition.</i>	
	<i>b) The cross sections do not match with existing ground.</i>	
	<i>c) The co-ordinates are defective as instruments of desired accuracy not used.</i>	
2	Geotechnical Surveys	0.25 to 0.5
	<i>a) Incomplete surveys</i>	
	<i>b) Data not analysed properly</i>	
	<i>c) The substrata substantially different from the actual strata found during construction.</i>	
3	Traffic data found to be varying by more than 25% on resurvey at a later date, unless there are justifiable reasons.	0.1 to 0.25
4	Axle load data found to be varying by more than 25% on resurvey at a later date, unless there are justifiable reasons.	0.1 to 0.25
5	Structural Designs found to be unsafe or grossly over safe.	0.5 to 1.0

7.3.2 Penalty for delay

In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 5% of the contract value will be imposed and shall be recovered

from payments due/performance security. However in case of delay due to reasons beyond the control of the consultant, suitable extension of time will be granted.

7.3.3 Total amount of recovery from all penalties shall be limited to 10% of the Consultancy Fee.

7.4 ACTION FOR DEFICIENCY IN SERVICES

7.4.1 Consultants liability towards the Client

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

7.4.2 Warning / Debarring

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

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Contract

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

9. SETTLEMENT OF DISPUTES

9.1 Amicable Settlement

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

9.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's

request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

10. Change of Scope

The change of Scope **on account of variation of total length as well as 3 laned length of project Highway from the indicative length** as given at Annex-1 of Letter of Invitation of the RFP shall be dealt as follows

- i) During the course of consultancy services in case it is considered necessary to increase/decrease the scope of services(of total length or 3 laned length as compared to indicative Length as given in the RFP) by the client the same shall be notified by Change of scope notice. Similarly, if the Consultant determines that change of scope is needed, he shall inform of the same to the Client. The Client will examine and shall either reject the proposal or issue change of scope notice.
- ii) The Consultancy fee shall be revised on account of change of scope as below:
 - In case the total length of project increase/ decrease up to more 10% of indicative length given in the RFP : **No change in Consultancy Fees**
 - In case the increase/ decrease in total length of project is more than 10 % of the indicative length as given in the RFP: The consultancy fee shall be increased/ decreased in the same proportion in which the length of the project road is increased/ decreased beyond 10% .
 - In case the length of 2 lane road is increased up to 10% of the length as indicated in the RFP : **No change in Consultancy Fees**
 - In case the length of 2 lane road is increased by more than 10% of the length as indicated in the RFP : The consultancy fee shall be increased by 0.25 times the average quoted rate (Rs per km) for the increased length of 2 lane beyond 10%
- iii) Length of Bypass / realignment shall not be treated as additionality to the existing length of the highway for the purpose of change / variation in length. Increase/decrease in length on account of bypasses shall not be considered as change of scope. However, the total length of the project highway (including bypasses and realignment) along the finally approved alignment shall be compared with the indicative length in the RFP for the purpose of variation.

SPECIAL CONDITIONS OF CONTRACT

Number of

GC Clause

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

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:

For the Client : **Executive Engineer, National Highway Division,
Bharuch**

Attention : **Executive Engineer, National Highway Division,
Bharuch**

..... Ext.-.....; Fax: 011-.....
E-mail nhdbharuch@gmail.com

For the Consultants:

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

1.6.2 Notice will be deemed to be effective as follows:

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

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

-
1.9 The Authorized Representatives are:

For the Client : (--)
Executive Engineer, National Highway Division, Bharuch

For the Consultant: Name

Designation

- 1.10 The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws (prevailing 7 days before the last date of submission of bids) during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
- 2.1 **The effectiveness conditions are the following:**
- a) The contract has been approved by MORTH.
- b) The consultant will furnish within 15 days of the issue of letter of acceptance, an unconditional Bank Guarantee from a Nationalised Bank, IDBI or ICICI/ICICI Bank/Foreign Bank/EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a networth of not less than 500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the networth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalised Bank in India. In case of JV, the BG shall be furnished on behalf of the JV or lead partner of JV for an amount equivalent to **10 %** of the total contract value to be received by him towards Performance Security valid for a period of **three years** beyond the date of completion of services.
- 2.2 The time period shall be “Three months” or such other time period as the parties may agree in writing.
- 2.3 The time period shall be “fifteen days” or such other time period as the Parties may agree in writing.
- 2.4 The time period shall be ----- **months** or such other time period as the parties may agree in writing.
- 3.4 Limitation of the Consultants’ Liability towards the Client
- (a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client’s property, shall not be liable to the Client:
- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
- (b) This limitation of liability shall not affect the Consultants’ liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.
- 3.5 The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.
 - (b) Third Party liability insurance with a minimum coverage, for Rs. 1.00 million for the period of consultancy.
 - (c) (i) The Consultant shall provide to MORTH Professional Liability Insurance (PLI) for a period of **Five years** beyond completion of Consultancy services or as per Applicable Law, whichever is higher.
 - (ii) The Consultant will maintain at its expense PLI including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, (A) For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
 - iii) The policy should be issued only from an Insurance Company operating in India.
 - iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy" (AOP) and in no case should be for an amount less than stated in the contract.
 - v) If the Consultant enters into an agreement with MORTH in a joint venture or 'in association', the policy must be procured and provided to MORTH by the joint venture/in association entity and not by the individual partners of the joint venture/association.
 - vi) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of MORTH. The insurance company may provide an undertaking in this regard.
 - (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.
- 3.9 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
- 4.6 The person designated as Team Leader cum Senior Highway Engineer in Appendix B shall serve in that capacity, as specified in Clause 4.6.
- 6.1 (b) The ceiling amount in local currency is **Rs..... Excluding GST)**
- 6.3 (a) No advance payment will be made.

6.3 (e) The interest rate is : @ 12% per annum

6.3 (f) **The account is :**

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

9.2.1 **Selection of Arbitrators**

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

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

9.2.2 **Rules of Procedure**

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1956, of India unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

9.2.3 **Substitute Arbitrators**

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

9.2.4 **Qualifications of Arbitrators**

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 9.2.1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

9.2.5 Miscellaneous

In any arbitration proceeding hereunder:

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

S.No	Particulars	Maximum amount payable per Arbitrator/ per case
1	Arbitrator fee	Rs 15,000/- per day subject to a maximum of Rs 4 lacs or Rs 2.5 lacs (lump sum) subject to publishing the award within 12months.
2	Reading charges	Rs 15,000/-
3	Secretarial Assistance and Incidental charges(telephone, fax, postage etc)	Rs 20,000/-
4	Charges for publishing/ declaration of the award	Rs 20,000/-
5	Other expenses (As per actual against bills subject to maximum of the prescribed ceiling given below)	
	Traveling expenses Lodging and Boarding	Economy class (by air), First class AC (by train) and AC Car (by road) a) Rs 15,000/- per day (in metro cities) b) Rs 7,000/- per day (in other cities) c) Rs 3,000/- per day if any Arbitrator makes their own arrangements.
6	Local travel	Rs 1,500/- per day
7	Extra charges for days other than hearing/ meeting days (maximum for 2 days)	Rs 3,500/- per day
Note:-	1. Lodging boarding and traveling 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.	

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

Appendix A

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

Appendix B

Consultants' Subconsultants, Key Personnel and Sub Professional Personnel

Appendix C

Hours of work for Consultants' Personnel

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

Appendix D

Duties of the Client

Appendix E

Cost Estimate

Appendix F

Minutes of Financial/ Contract Negotiations with the Consultant

Appendix G: Copy of letter of invitation

Appendix H: Copy of letter of acceptance

Sample

Format for Bank Guarantee for Performance Security (For individual work)

BANK GUARANTEE FOR PERFORMANCE SECURITY

To,

In consideration of “**Ministry of Road Transport & Highways** ” (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....having its office at (Hereinafter referred to as the “Consultant” which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client’s Contract Agreement no. / Letter of Acceptance No. dated and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs...../- (Rupees.....) excluding GST for “Consultancy Services for preparation of Detailed Project Report for construction of new 6 bridge parallel to existing 2 lane----- on NH- 56 in the states of Gujarat under – Contract Package No. ----- (Hereinafter called the “Contract”), and the Consultant having agreed to furnish a Bank Guarantee to the Client as “Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs.25000/- (Rupees.....).

We,having registered office at, a body registered/constituted under the(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all money payable by the Consultant to the extent of Rs.(Rupees.....) as aforesaid at any time up towithout any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the

Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

Notwithstanding anything contained herein,

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

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)

NOTE:

- (i) *The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).*
- (ii) *The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.*
- (iii) *The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).*

Appendix J : Reply to Queries of the Bidder