



NATIONAL HIGHWAYS AUTHORITY OF INDIA

(MINISTRY OF ROAD TRANSPORT & HIGHWAYS, GOVT.OF INDIA)

Plot No. G - 5 & 6, Sector – 10, Dwarka, New Delhi – 110 075

Independent Engineer Services during O & M phase of
4 laned **Dhule – Pimpalgaon** (Km 265 – Km 380) section of
NH 3 (New NH - 60) in the State of Maharashtra

REQUEST FOR PROPOSAL (RFP)

May, 2017

Regional Office, Mumbai

4th Floor, MTNL Telephone Exchange Building
Sector -11, Opp: CBD Belapur Railway Station, CBD-Belapur
Navi Mumbai - 400 614, Maharashtra

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NIT No. NHAI/RO-MUM/NSK/DP/2017-18/02

REQUEST FOR PROPOSAL (RFP)

SECTION 1: INFORMATION TO CONSULTANTS

Sub: Independent Engineer Services during O & M phase for 4 laned **Dhule – Pimpalgaon**
(Km 265 – Km 380) section of NH - 3 (New NH - 60) in the State of Maharashtra.

GENERAL:-

1. The National Highways Authority of India (NHAI) invites proposals for engaging an Independent Engineer (IE) on the basis of International Competitive Bidding for the following contract package in the State of Maharashtra under NHDP Phase - Programme.

TABLE 1 : DETAILS OF PROJECT

S. N.	Consultancy Package	NH	State	Project stretch	Project Length	Assignment period
1	Independent Engineer Services during O & M phase for Dhule – Pimpalgaon (Km 265 – Km 380) section of NH - 3 (New NH - 60) in the State of Maharashtra. NIT No. NHAI / RO-MUM / NSK / DP / NH-3/2017-18 / 02	NH-3 (New NH-60)	Maharashtra	Dhule – Pimpalgaon (Km 265 – Km 380) section of NH - 3 (New NH - 60)	118 Km	36 Months

The RFP shall be received through “INFRACON” (www.infracon.nic.in) and will be evaluated based on details furnished on “INFRACON”. As such before submitting the proposal, the Consultant (the firm and all key personnel) shall mandatorily register and enlist themselves, on the MoRTH portal “INFRACON” and upload all relevant information to enable correct evaluation of RFP.

All the bidders registered on “INFRACON” shall form a Team on “INFRACON” which would be assigned unique INFRACON Team ID. Bidders while submitting the RFP proposal shall furnish registration details including INFRACON Team ID. A copy of INFRACON Operation Procedure is enclosed for bidder’s reference

2. Selection of IE shall be as per selection procedures given in the Model Concession Agreement and general procurement methods followed in NHAI. The selected IE shall be intimated to the Concessionaire.
3. The proposal shall be submitted in English Language and all correspondence would be in the same language.
4. The Operation & Maintenance of BOT projects broadly include Operation and Maintenance activities of the Concessionaire for completed construction works and Projects Facilities are opened to traffic as per the Concession Agreement.
5. As per the Terms and Conditions of the Concession Agreement(s), the Independent Engineer is broadly required to:

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- (i) Review of the Drawings and Documents;
 - (ii) Determine the Project Facilities Completion Schedule;
 - (iii) Review, inspection and monitoring of Construction Works;
 - (iv) Conducting Tests on completion of construction and issuing Completion Certificate;
 - (v) Review, inspection and monitoring of O&M;
 - (vi) Review, inspection and monitoring of Divestment Requirements;
 - (vii) Determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;
 - (viii) Determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
 - (ix) Assisting the Parties in resolution of disputes; and
 - (x) Undertaking all other duties and functions in accordance with the Concession Agreement.
6. The interested consultancy firms may download the RFP from NHA website w.e.f. **2.05.2017 (09:30 Hrs) to 4.06.2017 (upto 17:00 Hours)**. The Consultant who download the RFP document from the website will be required to pay the non-refundable fee of Rs. 5,000/- (Rupees Five thousand only) at the time of the submission of the Bid proposal offline in Demand Draft form to be issued in favour of National Highways Authority of India payable at Mumbai. The RFP is invited through e-tendering portal. Refer Procedure under e-tendering for submission of RFP through e-tendering.
7. In this document, unless the context otherwise requires, reference to a Firm or Consultant or Bidder or Applicant shall be construed as reference to any Individual Firm, Organization, Company or their JV, reputed Engineering Institutions such as IITs/NITs/Deemed Universities.
8. The proposal should be submitted by consultancy firms in an Envelope / package duly marked as **Technical Proposal**. For a given BOT (Toll) Project, **Stage - 1 of the evaluation** shall consider the evaluation of the Technical Proposal (i.e. Part-1). *The firms scoring the qualifying marks (minimum 75%) as mentioned in RFP shall be listed in the descending order of their technical score and 5 top ranking firms shall only be considered for further evaluation provided none of them is in conflict of interest with the Concessionaire. The firms in conflict of interest shall be substituted by next ranking firm not having conflict of interest with the Concessionaire.*
- Under stage - 2, the Financial Proposal** of such five firms as selected above shall be opened and evaluated. The weightage of Technical and Financial score shall be 80% & 20% respectively. The final selection of the firm shall be based on the highest combined score of Technical and Financial Proposal.
9. The total time period for the assignment as Independent Engineer will be for **36 (Thirty Six) Months**. On expiry or termination of aforesaid period, the Authority may in its discretion renew the appointment. Authority has full right to curtail/terminate the contract before 36 Months at its discretion without assigning any reasons thereof.
10. Consultants may apply either as a sole firm or forming Joint Venture with other consultants. In case of Joint Venture, the maximum number of Joint Venture partners is limited to 2 (i.e. One lead + 1 JV partner). Formulation of more than one

JV with different partners for the same work is not allowed and all such proposal involving the firms shall be treated as non-responsive.

11. The Applicant whether a sole applicant or lead member with joint venture may include an Associate company also. The applicant shall submit a Memorandum of Understanding (MOU) with the Associate regarding the role and responsibilities of this Associate Company along with the proposal. Key personnel viz., Team Leader and Highway Maintenance Engineer shall be deployed necessarily by sole firm or JV partners. Upto 50% of the remaining key personnel and sub professional staff can be provided by the associate firm.
12. Consulting firms meeting the following criteria and not in conflict of interest with the Concessionaire are only eligible for applying for this assignment. Firms not meeting these criteria need not apply.

(A) Eligibility criteria for sole applicant.

Experience of the applicant in completed projects in last seven years		Annual Turnover*
Preparation of DPR (NH/SH/Equivalent)	Project Supervision/IC (NH/SH/Equivalent)	
The firm should have prepared DPR/FS cum PPR for at least Two projects of 4/6 laning** of 30% of project length each or one project of 4/6 laning** of 50% of project length in the last 7 years	The firm should have experience of Project Supervision/IE of (a) at least two construction projects of four/six laning** of 30% of project length each or one project of four/six laning** of 50% of project length in the last 7 years and (b) at least one O&M project under DBFOT of four/six laning** of 50% of project length (minimum 50 km).	Annual turnover (average of last 5 years or in each of the preceding two years) of the firm from consultancy business should be equal to or more than Rs. 2.5 Crore.

* Annual Turnover should be duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the State concerned.

- B) Eligibility Criteria for partners in case of JV (not more than 1 JV partner shall be allowed).

Lead Partner should meet at least 75% and JV partner should meet at least 40% of Annual Turnover. Lead Partner and the JV Partner both shall have experience of at least one project of eligible criteria as in Para 12 (A) above.

Note: The weightage given for experience of a firm would depend on the role of the firm in the respective assignments. The firms experience would get full credit if it was the sole firm in the respective assignment. Experience weightage for firms joining Lead partner JV partner shall be considered in the same proportion as payment has been received ** by the firm towards consultancy work in the project.

**For weightage of experience in any past Consultancy assignment experience certificate from the client shall be accepted. In the absence of experience certificate from the client, proportion of payment received towards Consultancy work duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the State concerned shall be accepted. Annual turnover duly certified by Chartered Accountant shall be accepted. In case of non-availability of such documents no weightage of turnover/experience will be considered.

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

Year of completion of services / turnover	Enhancement factor
Financial year in which RFP invited	1.00
One year prior to RFP	1.10
Two year prior to RFP	1.21
Three year prior to RFP	1.33
Four year prior to RFP	1.46
Five year prior to RFP	1.61
Six year prior to RFP	1.77
Seven year prior to RFP	1.95

Applicant should indicate actual figures of costs and amount for the works executed by them without accounting for the above mentioned factors. In case the financial figures and values of services provided are in foreign currency, the above enhancement factors will not be applied. Instead, current market exchange rate (State Bank of India BC Selling rate as on last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian Rupees.

14. Consultants (sole firm or lead firm and any of the JV partners) who have been debarred by NHAI and the debarment is in force as on date of application, need not apply as their RFP proposal will not be entertained.
15. NHAI will not be responsible for any delay, loss or non-receipt of RFP document sent by post/courier. Further, NHAI shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/reject any or all applications without assigning any reason thereof.
16. The two parts of the Proposal (Technical proposal and Financial proposal) must be submitted online with all pages numbered serially, along with an index of submission as per procedure under e-tendering (copy attached). **The Technical Proposal is also required to be submitted in a hard bound form exactly as per submission made online with all pages numbered serially along with an index of submission.** (Hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents). Spiral bound form, loose form, etc. will be not accepted. The Financial proposal is to be submitted online only. Submission in any other form shall not be acceptable. In the event, any of the instructions mentioned herein have not been adhered to, NHAI may reject the Proposal.
17. NHAI will be at liberty to keep the credentials submitted by the Consultants at bidding stage, in public domain and the same may be uploaded on NHAI web-site. By submitting the proposal, the Consultants shall be deemed to have no objection to upload/hoist the information pertaining to their credentials as well as of their key personnel on NHAI web-site.
18. The individual key personnel proposed in the bid by the consultants or any replacement thereof should undertake that they shall have no objection in uploading/hoisting of their credentials by NHAI in public domain



19. RFP submission must be received not later than **12:00 Hours on 05.06.2017** in the manner specified in the RFP document at the address given below.

The Chief General Manager (T)/Regional Officer
Regional Office, Mumbai
National Highways Authority of India
4th Floor, MTNL Telephone Exchange Building,
Sector -11, Opp: CBD Belapur Railway Station,
CBD-Belapur, Navi Mumbai- 400 614
Tel : 022-27564100 / 27564300 / 27568200
Email : romumbai@nhai.org

SECTION - 2

LETTER OF INVITATION TO CONSULTANTS

1.0 INTRODUCTION

- 1.1 Bids are invited from consulting firms either as a sole firm / joint venture with other consultant willing to act as IE to submit a proposal for providing consulting services required for the assignment named in the attached Letter of Invitation. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the NHAI.
- 1.2 A brief description of the assignment and its objectives are given in the Terms of Reference (TOR).
- 1.3 This RFP is neither an agreement nor an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements and assumptions, which reflect various assessments, arrived at by the Authority in relation to the Consultancy. Such assessments and statements do not purport to contain all the information that each Applicant may require. The information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations about the assignment and the local conditions before submitting the proposal by paying a visit to the Client and the project site and send written queries to the client, before the date and time specified in the Data Sheet.
- 1.4 Please note that (i) the costs of preparing the proposal and negotiating for the contract, including a visit to site, are not reimbursable as a direct cost of assignment and (ii) NHAI is not bound to accept any of the proposals received by it and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants.
- 1.5 We wish to remind you that in order to avoid conflict of interest situations, any firm associated with the Concessionaire of the Project Highway as its Design and / or Supervision Consultant and / or the Contractor(s) as Design Consultant and / or Construction Supervision Consultant during construction period and defect liability period of the project or previous Operation & Maintenance period is not eligible to participate in the bidding. The restriction herein shall not apply after a period of 5 (five) years from the completion of their consultancy assignment.
- 1.6 Those Consultants who were engaged by Ministry / NHAI for the above project as Design Consultants for preparation of Detail Project Reports shall not be permitted to submit proposal for providing the consultancy services as Independent Consultant for the same project *for first Operation & Maintenance period of the project* either individually or in JV with other firms. *The restriction herein shall not apply after a period of 5 (five) years from the completion of their DPR consultancy assignment for the project.*
- 1.7 Consultant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or than may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract and/or any other action as deemed fit by the Authority at any stage.

- 1.8 It is the NHAI's policy that the consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the NHAI:
- (a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) "Collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
 - (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
 - (b) Will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
 - (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
 - (d) Will have the right to require that a provision be included requiring consultants to permit the NHAI to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of NHAI.
- 1.9 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.10 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, in the Financial Proposal.
- 1.11 The Data Sheet indicates how long Consultants "Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

2. CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS

- 2.1 The Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date.

Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all consultants who have purchased the RFP document. Clarification/ Amendment will also be hosted on NHA web-site.

- 2.2 At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum. Addendum will be hosted on NHA website which will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3.0 PREPARATION OF PROPOSAL

- 3.1 **You are requested to submit your Technical proposal only strictly using the formats enclosed herewith (refer section 3 and 4). The Financial proposal should be uploaded online as per the procedure under e-tendering.** The proposal shall be written in the English language as specified in the Data Sheet. All pages of the Proposal shall be signed by an authorized representative. The representative's authorization shall be confirmed by written Power of Attorney duly notarized to be submitted with the proposal. In case of JV an MOU indicating the specific Projects, input and role of each Partner etc. shall be submitted with the proposal.

Part 1: Technical Proposal

- 3.2 You are expected to examine all terms and conditions included in the documents. Failure to act or to provide all requested information will be at your own risk and may result in rejection of your proposal.
- 3.3 During preparation of the Technical proposal you may give particular attention to the following:
- (i) The man-months for the assignment shall be that stated in the Terms of Reference. The same shall be considered for the purpose of evaluation as well as award.
 - (ii) The Consultants should prefer to field as many of their permanent staff as possible and higher marks shall be given in this regard. The permanent staff would be considered those already employed with the firm prior to one year from the month during which this Tender Notice is issued. Please enclose evidence (e.g. Pay roll, Auditor's Certificate) in this regard. More weightage will be given to those key personnel who are employed with more years with the firm.
 - (iii) No alternative to key professional staff may be proposed and only one Curriculum Vitae (CV) may be submitted for each position and
 - (iv) A good working knowledge of the language specified in the data sheet is essential for key professional staff on this assignment. Reports must be in the language (s) specified in the data sheet.

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- (v) For Key Personnel e.g. Team Leader - Sr. Highway Engineer, Highway Maintenance Engineer, Pavement Specialist and Road Safety Expert, the Consultants should prefer candidates having worked on PPP Projects. Such personnel shall be rated higher than the candidates having no such experience at all".
- 3.4 Your Technical Proposal must provide the following information, using but not limited to the formats attached in the Section 3 & 4.
- (i) A brief description of the firm's organization and an outline of recent experience of the Consultants and, in the case of Joint Venture, for each partner, on assignments of a similar nature. The information which you shall provide on each assignment should indicate, *inter-alia*, the profiles of the staff provided, duration, contract amount and firm's involvement. ***The details of assignments on hand shall also be furnished.***
 - (ii) Any comments or suggestions on the TOR and a description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar charts of activities.
 - (iii) The composition of the proposed staff team, the tasks which shall be assigned to each and their timing;
 - (iv) Requirement for submission of CVs.
 - (a) CVs strictly in the prescribed format and recently signed in blue ink on each page by both the proposed professional staff and the Managing Director/Head or the authorized representative of the firm.
 - (b) Key information should include years with the firm and degree of responsibility held in various assignments. In CV format, at summary, the individual shall declare his qualification & total experience (in years) against the requirements specified in TOR for the position (Ref. Enclosure-B of TOR). If any information is found incorrect, at any stage, action including termination and debarment from future NHAI projects upto two years may be taken by NHAI on the personnel and the Firm.
 - (c) If same CV is submitted by two or more firms, zero marks shall be given for such CV.
 - (d) CVs of Key Personnel having intermittent inputs will be considered only if the assignments on hand as on 7 days before due date of proposal including those for which LOA has been received from the Client or for which Consultant has been declared as H1 do not exceed 3 (three) for Quality Cum Material Expert and 6 (six) for Road Safety Expert Engineer, Pavement Specialist, Bridge/Structural Engineer, Traffic & Transportation Expert, HTMS/Toll Expert.
 - (e) All the CVs which are to be evaluated should be complete in all respects including signing and certification by the individual and the firm. In order to overcome the difficulties in furnishing the duly signed CVs due to time prescribed for submission for RFP, maximum 3 CVs (except Team Leader and Highway Maintenance Engineer) with scanned signatures of the candidates on all pages shall be permitted. However, the authorised

representative of the firm shall sign on each page. If the firm is selected, then the firm shall submit duly signed CVs at the time of negotiations.

- (f) If a CV score less than 75% marks, whatever marks it score will be carried forward for maximum 2 nos. key personnel for determining the total score of the firm. However, if the Key Personnel does not fulfil the minimum academic qualification (as mentioned at Enclosure-B of TOR of RFP), the overall score of his CV will be evaluated as zero. If the Key Personnel does not fulfil the minimum qualification related to experience (as mentioned at Enclosure-B of TOR of RFP), then zero marks will only be assigned for that sub criteria, but the marks obtained by the CV of the Key Personnel will be carried forward for maximum 2 nos. key personnel for determining the total score of the firm. In case, a firm is H-1, then maximum 2 (two) such Key Personnel (whose CV scores less than 75% or who does not fulfil the minimum qualification) will have to be replaced by the firm at the time of contract negotiations. The reduction in remuneration of such replacements will be made as per Clause 4.5 (c) of the contract for consultancy services.
- (v) Deployment Schedule for each key personnel should be formulated and incorporated in the Technical Proposal which will be reviewed on quarterly basis.
- (vi) Estimates of the total time effort (person x months) to be provided for the services, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff and sub professional staff.
- (vii) A certification to the effect should be furnished by the Consultant that they have checked the qualifications and experiences details submitted by the key personnel in their CVs and found to be correct. This certification should be made in CVs of all key personnel after the certification by the candidate. The format of CV includes certification to this effect.
- (viii) Each key personnel of the preferred Consultant shall be called for interview at the time of negotiation at the cost of Consultant.
- (ix) Replacement of key personnel shall be considered only in unavoidable circumstances. In no case more than two replacements of key personnel shall be permitted during negotiation and in such cases Consultant and such key personnel shall have to submit affidavit to the effect that during the period of assignment specified in para 8 of Section-1, the replaced key personnel shall not be professionally employed anywhere in NHA works. NHA shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period. 10% reduction in remuneration shall be considered for each such substitution upto 2 replacements. In case during negotiations, more than two replacements are sought by the H1 consultant, his proposal shall be considered as Non-Responsive. In such case the combined score of next five top firms, meeting the non-conflict condition shall be evaluated to arrive at new H1. In case when less than five firms are available, the next highest scoring firm shall be considered as H1. In case during interaction with the key personnel at the time of negotiation it is found that the key personnel proposed is un-suitable for the assignment position, his replacement by

equivalent or better shall be provided by the consultant. The key personnel with such un-suitable CV shall not be considered in any future bids for that position for two years. No deduction for such replacement who are not found suitable during interaction shall be made.

In the eventuality that a firm becomes non-responsive, for the third time, due to the action of replacements of more than 2 key personnel during negotiation, the firm and its constituent JV partners and Associates shall be debarred up to two years for NHA consultancy projects.

- (x) Any additional information.
- 3.5 The technical proposal must not include any financial information. A Technical Proposal containing any such information shall be declared as Non Responsive.

Part 2: Financial Proposal

- 3.6 Your Financial Proposal must be strictly using the formats attached in Section-5. No additional items/quantities other than that specified in the formats should be proposed by the Consultants since the same shall not be considered for the evaluation/award. For the first 12 months from the Date of Commencement of Services, Consultants shall be paid billing rates as indicated above. From 13th months of the services provided, billing rates shall be increased for the remuneration part of personnel only @ 5% every 12 months for the subsequent period of services rendered by the personnel of all categories namely (i) key Personnel; (ii) sub-Professional personnel and (iii) Support staff. However, for evaluation and award of the Bid proposals, the quoted initial rate (as applicable for first 12 months) shall be multiplied by the total time input for each position on this contract, i.e. without considering the increase in the billing rates.
- 3.7 The Financial Proposal should clearly identify as a separate amount, the local taxes (including social security), duties, fees, levies and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of the Government's country); unless the Data Sheet specifies otherwise. This cost, however, will not be considered in evaluation.
- 3.8 Consultants may express the price of their services ONLY in the Local currency (Indian Rupees)
- 3.9 The service tax shall be considered for release along with invoice, subject to condition that Consultant submits the proof of deposit of the same with a Certificate from CA firm within a period of 90 days of receipt of such service tax.

4.0 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

4.1 PREPARATION & SUBMISSION OF APPLICATIONS:

- (i) Detailed RFP may be downloaded from NHA Website and the Application may be submitted online following the instructions appearing on the screen. A Vendor manual containing the detailed guidelines for e-tendering system is also available on NHA Website.

- (ii) The following shall be the form of various documents in the Application:
- A. Only Electronic Form** (to be uploaded as detailed in **Section 8** :
Procedure under E- tendering)
 - (a) Technical proposal as indicated in para-B below
 - (b) Financial proposal as per format prescribed in Section-5 of RFP.
 - B. Hard copy in Original to be submitted in Sealed Envelop and also Electronic form to be uploaded as detailed at A above.**
- (I) Technical Proposal in Hard Bound Form including**
- (a) Power of Attorney for signing the Application
 - (b) If applicable, the Power of Attorney for Lead Member of JV;
 - (c) Copy of Memorandum of Understanding between JV partners, if applicable;
 - (d) Copy of Memorandum of Understanding with Associate, if applicable
 - (e) Firms credentials as per format prescribed in Section-3 of RFP.
 - (f) Technical proposal as per format prescribed in Section-4 of RFP.
- (II)** The Bid cost (document fee) is Rs. 5000/- (Non refundable) to be payable offline in favour of National Highway Authority of India payable at Mumbai.
- (iii) The Applicant shall submit the original documents specified above in point no.4.1 (ii) B together with their respective enclosures and seal it in an envelope and mark the envelope as “Technical Proposal” for the Project for which proposal is submitted and name and address of the Applicant. The envelope must be clearly marked **“DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE”**. In addition, the Application due date should be indicated on the right hand corner of the envelope. The original documents should be submitted before **12:00 Hours Indian Standard Time on 05.06.2017**, at the below mentioned address in the manner and form as detailed in the RFP. A receipt thereof should be obtained from the below mentioned person.

The Chief General Manager (T)/Regional Officer
Regional Office, Mumbai
National Highways Authority of India
4th Floor, MTNL Telephone Exchange Building,
Sector - 11, Opp: CBD Belapur Railway Station,
CBD-Belapur, Navi Mumbai- 400 614
Tel : 022-27564100 / 27564300 / 27568200
Email : romumbai@nhai.org

- (iv) The Applicant shall upload scanned copies of the Technical Proposal and Financial Proposal as specified in point nos. **4.1 (ii) A & B** above on the <http://etenders.gov.in> before **12:00 Hours Indian Standard Time on 05.06.2017**. Hard copy of the documents as specified in point nos. **4.1 (ii) B** above only is required to be submitted. **Financial Proposal is to be submitted online only and no hard copy submission is to be made.** In the event of any discrepancy between the original and the copy (in electronic form), the original shall prevail.

- (v) It may be noted that the scanned copies can be prepared in file format i.e. PDF and/or JPEG only. The Applicants can upload a single file of size of 5 MB only but can upload multiple files.

4.2 Modification / Substitution/ Withdrawal of bids:

- (i) The Bidder may modify, substitute or withdraw its e- bid after submission. Prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- (iii) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.
- (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit e-bid again.

4.3 OPENING AND EVALUATION OF APPLICATIONS:

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

The Authority shall open Envelope containing Technical Proposal received as mentioned in point nos. **4.1 (ii) B** at **15:00 Hours** Indian Standard Time on **06.06.2017** in the presence of the Applicants who choose to attend. This Authority will subsequently open the Technical Proposal as mentioned in point no. **4.1 (ii) A (a)** above and evaluate the Applications in accordance with the provisions set out in the RFP.

- (iii) The Financial Proposal **4.1 (ii) A (b)** will be opened online of the short listed applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later on.

5.0 PROPOSAL EVALUATION

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

5.2 Deleted.

Technical Proposal:

- 5.3 The Evaluation Committee appointed by the NHAI shall carry out its evaluation applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal shall be attributed a technical score (St.) The technical proposal should score at least 75 points to be considered responsive. The Authority shall shortlist 5 (five) top firms on the basis of their technical score not in the conflict of interest with the Concessionaire.

Financial Proposal:

- 5.4 After the evaluation of Technical Proposals is completed and the shortlist of 5 firms is finalized, NHAI may notify those consultants whose proposals were not considered as per conditions of RFP indicating that their Financial Proposal will not be opened online. The NHAI shall simultaneously notify the finally selected 05 (five) shortlisted firms indicating the date and time set for opening of the Financial Proposals.
- 5.5 The Financial Proposals shall be opened publicly in the presence of the consultant's representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.6 The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Consultant shall, however, be required to carry out such obligations without any additional compensation. In case under such circumstances, if Client feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.
- 5.7 The Evaluation Committee shall determine if the financial proposal is complete and without computational errors. The order of priority as among these firms on the basis of financial bids will also be determined and the lowest financial bid shall rank first for award of Contract.
- 5.8 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as $Sf = 100 \times Fm / F$, where Sf is the financial score, Fm is the lowest price and F-the price of the proposal under consideration. Proposals shall finally be ranked according to their combined technical score (St) and financial scores (Sf) using the weights indicated in the data sheet:

$$S = St \times T \% + Sf \times P \%$$

The firm achieving the highest combined technical financial score will be invited for negotiations.

6.0 NEGOTIATIONS:

- 6.1 Prior to the expiration period of validity of proposal, the NHAI shall notify the successful firm (first ranking firm) in writing by registered letter or facsimile and may either issue LOA if negotiations are not required or may invite it to negotiate the contract. In case two or more firms offer same lowest financial bid, the firm achieving the highest Technical score shall be invited first for negotiations.
- 6.2 Negotiations normally take one to two days. The aim is to reach Agreement on all points, and initial a draft contract by the conclusion of negotiations.
- 6.3 Negotiations shall commence with a discussion of your technical proposal, the proposed methodology (work plan), staffing. Agreement must then be reached on the staffing and bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimize the required outputs from the firm within the available budget and to define clearly the inputs required from the NHAI to ensure satisfactory implementation of the assignment.
- 6.4 It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.
- 6.5 Having selected a firm, among other things, on the basis of an evaluation of proposed key professional staff, the NHAI expects to negotiate, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurance that this staff shall be actually available.
- 6.6 Replacement of key personnel shall be considered only in unavoidable circumstances. In no case more than two replacements of key personnel shall be permitted during negotiation and in such cases Consultant and such key personnel shall have to submit affidavit to the effect that during the period of assignment specified in para-8 of Section-1, the replaced key personnel shall not be professionally employed anywhere in NHAI works. NHAI shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period. 10% reduction in remuneration shall be considered for each such substitution upto 2(two) replacements. In case during negotiations, more than two replacements are sought by the H1 consultant, his proposal shall be considered as Non-Responsive. In such case the combined score of next five top firms, meeting the non-conflict condition shall be evaluated to arrive at new H1. In case when less than five firms are available, the next highest scoring firm shall be considered as H1.

In case during interaction with the key personnel at the time of negotiation it is found that the key personnel proposed is un-suitable for the assignment position, his replacement by equivalent or better shall be provided by the consultant. The key personnel with such un-suitable CV shall not be considered in any future bids for that position for two years.

In the eventuality that a firm becomes non-responsive, for the third time, due to the action of replacements of more than 2 key personnel during negotiation, the firm and its constituent JV partners and Associates shall be debarred upto two years for NHA consultancy projects.

6.7 Each key personnel of the preferred consultant shall be called for interview at the time of negotiation at the cost of the Consultant. At the time of interview, the key personnel shall produce the originals of the certificates (Proof of age, Qualifications and experience from their respective employers) in support of their CVs for verification and return. The negotiations shall be concluded with a review of the draft form of Contract. The NHA and the firm will finalize the contract to conclude negotiations.

6.8 Each key personnel of the preferred consultant shall be called for interview at the time of negotiation at the cost of the Consultant. At the time of interview, the key personnel shall produce the originals of the certificates (Proof of age, Qualifications and experience from their respective employers) in support of their CVs for verification and return. The negotiations shall be concluded with a review of the draft form of Contract. The NHA and the firm will finalize the contract to conclude negotiations.

7.0 AWARD OF CONTRACT

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

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

8.0 PERFORMANCE CLAUSE

Independent Engineers shall be expected to fully comply with all the provisions of the “Terms of Reference” and shall be fully responsible for supervising and ensuring that the Designs, Construction and Maintenance and Operation of the facility takes place in accordance with the provisions of the Concession Agreement. Failure of the Independent Engineer to notifying NHA and the Concessionaire on non-compliance of the provisions of the Concession Agreement by the Concessionaire, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non-performance.

The Independent Engineer shall appoint senior most Technical Director or equivalent as its authorised representative, who shall correspond with the NHA besides Team Leader to monitor the performance of its staff, undertake quarterly site inspections and give a report to NHA on such inspection for comments and suggestions of NHA for future compliance, issue on behalf of the IE, the Provisional Completion Certificate and Completion Certificate and shall carry out any such task as may be decided by NHA. The IE shall take prior approval of NHA before issuing Provisional Completion Certificate and Completion Certificate. The proposal submitted shall also include the name of the authorised representative along with the authorization letter and power of attorney. No separate payment shall be made for such inputs and site

visits of the authorized representative as the same shall be treated as incidental to the assignment.

9.0 CONSULTANT'S PROPOSAL

9.1 Broad job-description and minimum qualification and experience requirements for key personnel mentioned above are given in **Enclosure-B**. However, higher marks shall be accorded to the Candidate with higher relevant qualification and experience in PPP projects. **The age of the Key Personnel should not be more than 65 years on the date of submission of proposal. Age Limit for the positions of Team Leader, Pavement Specialist and Quality cum Material Expert is relaxable by 5 years i.e. upto 70 years of age at the time of submission of proposal and he can continue upto 73 years, subject to production of Medical Fitness Certificate.** Consultants are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria. The bio-data of the key personnel should be signed on every sheet by the personnel concerned and the last sheet of each bio-data should also be signed by the authorized signatory for the Consultant. The key personnel shall also certify at the end of their bio-data proforma that they have not left any of the NHA works without completing of their assignment and have not accepted any other offer at the time of signing of the bio-data and as such shall be available to work with the Independent Engineer, if the Project is awarded. In case the key personnel leaves the assignment without approval of NHA, NHA would be at liberty to take any appropriate action against that key personnel including debarment.

9.2 In addition to above, the consultants are required to propose sub-professional staff as detailed in **Enclosure-A** with the minimum qualification and experience requirements as given in **Enclosure-B**.

10. PERFORMANCE SECURITY

The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 2.50% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of 38 months i.e. upto 2 (Two) Months beyond the expiry of the Contract of 36 Months. The BG shall be in the format specified in Appendix I of draft contract form and furnished from a Nationalized 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 Rs.500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the BG shall be furnished on behalf of the JV and not individually by the members.

11. AUTHORISED SIGNATORIES

The Authority shall require the Independent Engineer to designate and notify to the Authority and the Concessionaire upto 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.

DATA SHEET

(As Mentioned in Letter of Invitation to Consultants)

Sub clause No. in Letter of Invitation to Consultants

- 1.11 The proposal shall be valid for 120 days after the last date of submission.
- 2.1 Clarification may be requested 10 days prior to Pre Proposal Conference. The address for requesting clarification is: **The Regional Officer, Regional Office-, Mumbai, National Highways Authority of India, 4th Floor, MTNL Telephone Exchange Building, Sector - 11, Opp: CBD Belapur Railway Station, CBD-Belapur, Navi Mumbai- 400 614** Tele: 022 - 27564100 / 27564300 / 27568200, Email : romumbai@nhai.org
- 3.1 **The Language** of documents and correspondence will be English
- 3.3 All the personnel shall have working knowledge of English and all the reports etc. shall be written in English.
- 3.7 NHAI shall reimburse only service tax. Consultant has to assess all other taxes and should inbuilt them in their financial proposal. These taxes (other than service tax) should not be provided separately. Consultants are requested to consult Tax Consultants for details.
- 3.8 The Consultants to state local cost ONLY in INR
- 4.1 The time and last date of submission: **12:00 Hours on 5.06.2017.**
- 5.3 **The points assigned to Technical Evaluation criteria are**

S. N.	Description	Marks
1.	Relevant experience for the assignment	25
2.	Qualifications and competence of the key staff for the assignment	75
	Total	100

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

Year of Establishment of the Firm (In case of JV year of establishment of LM shall be considered) (Min 5 Years)	2
Average Annual Turnover (last 5 years) from consultancy business (Min. 2.5 crore)	2
No. of key personnel with the firm	2
Experience in DPR/Feasibility cum PPR preparation for two projects of 4/6 laning of 30% of project length each or one project of 4/6 laning of 50% of project length in last 7 years. Projects (of length 25 km of 4-laning or more) in last 7 years * (Min. 2 (two) completed projects of each category)	5
Experience as Independent Engineer/ Supervision consultants two	6

construction projects of four/six laning ** of 30% of project length each or one projects of four/six laning ** of 50% of project length in last 7 years.	
Experience as Independent Engineer/ Supervision consultants one O & M project under DBFOT/OMT of four/six laning ** of 50% of project length (minimum 50km) in last 7 years.	8

Employer's certificate should be submitted substantiating the experience claimed by the firm.

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

- (ii) Sub criteria for Adequacy of the proposed work plan and methodology in response to the ToR.

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

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

Sr. No	Staff Position	No. of Professional Staff	Marks per Staff	Total Marks.
1	Team Leader-cum-Sr. Highway Engineer	1	25	25
2	Highway Maintenance Engineer	1	16	16
3	Pavement Specialist	1	7	7
4	Quality cum Material Expert	1	7	7
5	Road Safety Expert	1	7	7
6	Bridge/Structural Engineer	1	7	7
7	Traffic & Transportation Expert	1	3	3
8	HTMS/ Toll Expert	1	3	3
	Total			75

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

General qualifications	25
Adequacy for the project	75
Employment with firm	5
Total	100

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



5.6 DELETED

5.8 The weightage given to technical proposal is 80%. The weightage given to financial proposal is 20%.

7.2 **Commencement of Assignment:**

The firm shall begin carrying out the services within 15 days of signing of the Consultancy Agreement.

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

SECTION - 3

FORMATS FOR SUBMISSION OF FIRMS CREDENTIALS

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

- (i) Year of Establishment of Firm
- (ii) Average annual turnover (last five years)

Note: The Firm shall submit Certificate of Incorporation and audited balance sheet for the last five years (FY 2012-2013 , FY 2013-2014, FY 2014-2015, FY 2015-2016 and FY 2016-2017)**. For claiming experience of Highway projects, Completion Certificate from Employer should be enclosed. The proposal should also contain the details of the key personnel viz. their name, qualification, expertise area, experience and years of association with the firm.

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

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

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

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

*Copy of Certificate of incorporation shall be submitted.

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

Sr. No.	Particulars	2016-17	2015-16	2014-15	2013-14	2012-13
i.	Annual turnover from Consulting business					
ii.	Total Assets					
iii.	Current Assets					

**a) The amount shall be stated in INR.

- b) The currency conversion rate for the respective years shall be mentioned for other international currencies.
- c) Balance Sheet/Auditor Certificate of last 5 years (2012-13, 2013-14, 2014-15, 2015-16 & 2016-17) shall be submitted as evidence of Annual Turnover”.
- d) Wherever details for Audited Balance Sheet, Financial Statement, Balance Sheet/Auditor Certificate of last 5 years are sought, the last 5 year shall be preceding the year in which Bid submission is to be made.

In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect duly certified by statutory body like Chartered Accountant or Independent Auditor who are competent to do so as recognized by the state concerned. In such a case, the Applicant shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

- (vii) Experience *** as Independent Engineer or Construction/ Maintenance Supervision of Highway Projects, separately for PPP and non-PPP Projects during the last 7 years.

Sr. No.	Projects Name/ Year	Type of Services Rendered	Description of Highway Project / Length (kms)	Client(with complete address, contact person, telephone Nos. and Fax Nos.)	Total Fee for the Consultancy Assignment (INR)	Fee received by Applicant (in case of JV/ Association)	%age Of total Fee received by the firm	Approx. Cost of Highway project	Period
1	2	3	4	5	6	7	8	9	10
		A. Completed / Substantially completed projects : 1. 2. 3. B. Projects in progress: 1. 2. 3.							

(viii) Experience *** in DPR/Feasibility Study of 4/6 laning Highway projects during the last 7 years.

Sr. No.	Projects Name/ Year	Type of Services Rendered	Length of Project (kms)	Client (with complete address, contact person, telephone Nos. and Fax Nos.)	Total Fee for The Consultancy Assignment (INR)	Fee in INR (Applicant's share in case of JV)	%age of total fee received by the firm	Period
	So le Consultant / prime consultant of JV / minor consultant of JV/ or sub-consultant / as Associate consultant (Road/ Highway projects with or without bridges							
	2	3	4	5	6	7	8	9
		A. Completed / Substantially completed projects : 1. 2. 3. . . B. Projects in progress: 1. 2. 3.						

(ix) Experience *** in Project Supervision/IE for Operation and Maintenance of Highway Projects, separately for PPP and non-PPP Projects during the last 7 years.

Sr. No.	Projects Name/ Year	Type of Services Rendered	Length of Project (kms)	Client (with complete address, contact person, telephone Nos. and Fax Nos.)	Total Fee for the Consultancy Assignment (INR)	Fee in INR (Applicant's share in case of JV)	%age of total fee received by the firm	Period
	Sole Consultant / prime consultant of JV / minor consultant of JV/ or sub-consultant / as Associate consultant (Road/ Highway projects with or without bridges							
	2	3	4	5	6	7	8	9
		A. Completed / Substantially completed projects : 1. 2. 3. . . B. Projects in progress: 1. 2. 3.						

***a) 4/6 lane as applicable for the project for which RFP is invited.

b) Only those projects, to be included in the table which are Highways Projects and for which clients certificates from the concerned Government agencies are enclosed with the proposal. The certificate should be issued by an Officer not below the rank of Executive Engineer.

- c) The weightage given for experience of a firm would depend on the role of the firm in the respective assignments. The firm's experience would get full credit if it was the sole firm in the respective assignment. Experience weightage for firms as Lead partner/JV partner/Associate shall be considered in the same proportion as payment has been received by the firm towards consultancy work in the project.
- d) For weightage of experience in any past Consultancy Assignment experience certificate from the client shall be accepted. In the absence of experience certificate from the client, proportion of payment received towards Consultancy work duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the State concerned shall be accepted. Annual turnover duly certified by Chartered Accountant shall be accepted. In case of non-availability of such documents no weightage of turnover/experience will be considered.
- (e) Assignments on hand including those for which the Letter of Acceptance from the clients received as on 7 days prior to due date for submission of proposals: The details shall be given in the following format.

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

SECTION - 4
FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

Appendix B-1	Technical proposal submission form.
Appendix B-2	Firms comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the NHAI.
Appendix B-3	Approach paper on methodology and work plan for performing the assignment.
Appendix B-4	Composition of the Team and Task(s) of each Team member.
Appendix B-5	Curriculum vitae of proposed Professional staff.
Appendix B-6	Time schedule for deployment of Professional staff.
Appendix B-7	Activity (works) schedule.
Appendix B-8	Affidavit for correctness of CVs of key personnel and experience claimed by the firm.
Appendix B-9	Draft Integrity Pact



APPENDIX B-1

Technical Proposal Submission Form:

FROM
(Name of Firm)

To,
The Chief General Manager (T) / Regional Officer
Regional Office, Mumbai
National Highways Authority of India
4th Floor, MTNL Telephone Exchange Building,
Sector -11, Opp: CBD Belapur Railway Station,
CBD-Belapur, Navi Mumbai- 400 614
Tel : 022-27564100 / 27564300 / 27568200
Email : romumbai@nhai.org

Sub : Independent Engineer services during O & M phase of 4 laned **Dhule – Pimpalgaon Km 265 – Km 380** section of NH-3 (New NH - 60) in the State of Maharashtra – Reg

* * *

Sir,

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated**2017**, and our Proposal dated while duly examining and understanding the contents of RFP. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope for the above mentioned work. We certify that all the information provided in our proposal including enclosures is true and correct and all enclosures accompanying our proposal are true copies of their respective originals.

We further certify that in the last 3 years, we or any member of our JV/Associates have neither failed to perform any contract/assignment nor have been expelled from any contract/assignment nor had any contract/assignment terminated for our breach.

If negotiations are held during the period of validity of the Proposal i.e. before _____ we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations. We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signatory
Name and Address of Firm

(Lead Member in case of JV)



APPENDIX B-2

COMMENT AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON SERVICES AND FACILITIES TO BE PROVIDED BY THE NHAI

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

- 1.
- 2.
- 3.
- 4.
-

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

- 1.
- 2.
- 3.
- 4.
-



APPENDIX B - 3
APPROACH PAPER ON METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT

(not more than six pages)

APPENDIX B - 4

COMPOSITION OF THE TEAM PERSONNEL, AND TASK(S) OF EACH TEAM MEMBER

1. Technical/Managerial Staff

SL. No	Name	Position	Task
1			
2			
3			
4			

2. Support Staff

SL. No	Name	Position	Task
1			
2			
3			
4			

APPENDIX B - 5

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED

PROFESSIONAL STAFF

Proposed Position :

Name of Firm :

Name of Staff :

Profession :

Date of Birth :

Years with Firm/Entity : Nationality :

Membership of Professional Societies :

Detailed Task Assigned :

Photograph

Summary of Qualification & Experience vis-à-vis the requirements as per TOR

SL. No	Name of Employer	Post Held	Project Name	Period		Assignment in the Project	Client of the Project	Remark
				From	To			

Education :

[Summarise college/university and other specialized education of staff member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page.]

Key Qualifications : [Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Employment Record: [Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about three-quarters of a page.]

Languages : [For English language indicate proficiency : excellent, good, fair, or poor; in speaking, reading, and writing]

Summary of Qualification & Experience vis-à-vis the requirements as per TOR

Requirements as per TOR (Enclosure-B)	Possessed by the Staff Member	Break-up of experience	
		Brief Description of Project	Man-months provided

Certification by the Candidate:

I, the undersigned, (Name and Address) undertake that this CV correctly describes myself, my qualifications and my experience and NHAI would be at liberty to debar me if any information given in the CV, in particular the Summary of Qualification & Experience vis-à-vis the requirements as per TOR is found incorrect. I further undertake that I have neither been debarred by NHAI nor left any assignment with the consultants engaged by NHAI / contracting firm (firm to be supervised now) for any continuing work of NHAI without completing my assignment. I will be available for the entire duration of the current project (named.....). If I leave this assignment in the middle of the work, NHAI would be at liberty to debar me from taking any assignment in any of the NHAI works for an appropriate period of time to be decided by NHAI. I have no objection if my services are extended by NHAI for this work in future.

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

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

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

Note : CVs of Key Personnel having intermittent inputs will be considered only if the assignments on hand as on 7 days before due date of proposal including those for which LOA has been received from the Client or for which Consultant has been declared as H1 do not exceed 3 (three) for Quality Cum Material Expert and 6 (six) for Payment Specialist, Road safety expert, Bridge/Structural Engineer traffic & Transportation Expert HTMS/Toll Expert.

Date

(Signature of Key Personnel) (Day/Month/Year)

Certification by the firm :

The undersigned on behalf of -----(name of consulting firm) certify that the qualification and experience details of Shri_____ (name of the proposed personnel and address) as described in the CV has been checked and found to be correct. It is also certified that Shri----- (name of proposed personnel) to the best of our knowledge has neither been debarred by NHAI nor left his assignment with any other consulting firm engaged by NHAI / Contracting firm (firm to be supervised now) for the ongoing projects. We understand that if the information about leaving the past assignment is known to NHAI, NHAI would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by NHAI.

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

[Signature of authorized representative of the Firm]

Note:-

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

APPENDIX B - 6

TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

A. Activity Schedule

Sl. No.	Name	Position	Month-wise Program (in form of Bar Chart) [1st, 2nd, etc. are months from the start of assignment]												Number of Months
			1th	2th	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
1															Subtotal
2															Subtotal
3															Subtotal
4															Subtotal
-															-
-															-

APPENDIX B - 7 ACTIVITY (WORKS) SCHEDULE

A. Activity Schedule

	Item of Activity (Works)	Month-wise Program (in form of Bar Chart) [1st, 2nd, etc. are months from the start of assignment]											
		1th	2th	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th
1													
2													
3													
4													
-													
-													

Completion and Submission of Reports

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



APPENDIX B - 8
AFFIDAVIT FOR CORRECTNESS OF CV OF KEY PERSONNEL
AND EXPERIENCE CLAIMED BY THE FIRMS
(To be submitted on non-judicial Stamp Paper)

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

Managing Director/Head of the
Firm/Authorized Representative of
the firm*

Address

***Lead Member in case of JV**

APPENDIX B-9

DRAFT INTEGRITY PACT

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

Maharashtra Division

Tender No.

This integrity Pact is made at on this day of2017.

Between

National Highways Authority of India (NHAI), a statutory body constituted under the National Highways Authority of India Act, 1988, which has been entrusted with the responsibility of development, maintenance and management of National Highways, having its office at G-5 & G-6, Sector-10, Dwarka, New Delhi, hereinafter referred to as “The Principal”, which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns.

and

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

Preamble

Whereas, the Principal intends to award, under laid down organizational procedure, contract for “**Independent Engineer services during Operation & Maintenance Period for Dhule – Pimpalgaon (Km 265 – Km 380) section of NH - 3 (New NH - 60) in the State of Maharashtra**” under NHDP Phase-III on Design, Build, Operate and Transfer (DBFOT) toll basis **NIT No. NHAI/RO-MUM/NSK/DP/NH-3/2017-18/02** Invitation of Request for Qualification (RFQ).The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s) / Concessionaire(s)/ Consultant(s).

And whereas in order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Principles mentioned above. And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be

read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnesseth as under:-

Article-1 Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article-2 Commitments of the Bidder(s) / Contractor(s) / Concessionaire(s) / Consultant(s).

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

- (a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or

document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- (d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign-origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- (e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- (f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article - 3 Disqualification from tender process and exclusion from future contracts.

- (1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
- (2) If the Bidder/ Contractor/ Concessionaire/ Consultant has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor/ Concessionaire/ Consultant for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor/ Concessionaire/ Consultant and the amount of the damage. The exclusion will be imposed for a minimum of 1 year.
- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that “On the basis of facts available there are no material doubts”.
- (4) The Bidder/ Contractor/ Concessionaire/ Consultant with its free consent and without any influence agrees and undertakes to respect and uphold the Principal’s absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

-
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/ Concessionaire/ Consultant shall be final and binding on the Bidder/ Contractor/ Concessionaire/ Consultant, however, the Bidder/ Contractor/ Concessionaire/ Consultant can approach IEM(s) appointed for the purposes of this Pact.
 - (6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder/ Contractor/ Concessionaire/ Consultant shall not be entitled for any compensation on this account.
 - (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder/ Contractor/ Concessionaire/ Consultant could be revoked by the Principal if the Bidder/ Contractor/Concessionaire/ Consultant can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4 Compensation for Damages.

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit / Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
- (2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and / or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article – 5 Previous Transgression

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

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

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

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

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

Article – 8 Independent External Monitor (IEM)

- (1) The Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, NHAI.
- (3) The Bidder/ Contractor/ Concessionaire/ Consultant accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Concessionaire/ Consultant. The Bidder/ Contractor/ Concessionaire/ Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Concessionaire/ Consultant /sub-contractors with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/ Contractor/ Concessionaire/ Consultant. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice any transgression as given in Article-2, he may request the Management of the Principal to take corrective action, or to take relevant action. The monitor can in this regard submit non-binding recommendations.

Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (6) The Monitor will submit a written report to the Chairman, NHAI within 8-10 weeks, from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman, NHAI, a substantiated suspicion of under relevant IPC/PC Act or any other Statutory Acts, and the Chairman, NHAI has not, within in the reasonable time taken visible action to proceed against such offence or reported it the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word “Monitor” would include both singular and plural.

Article – 9 Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Consultant 12 months after his Defect Liability period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. (In case of DBFOT Projects) It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded.

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

Article - 10 Other Provisions.

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor/Concessionaire/Consultant is a partnership or a consortium, this pact must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

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



(For & On behalf of the Principal)

(For & On behalf of the Bidder/ Contractor/ Concessionaire/ Consultant)

(Office Seal)

Place :

Date :

Witness-1 :

(Name & Address):

Witness-2 :

(Name & Address):



SECTION - 5

FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL

Appendix C-1- Financial proposal submission form

Appendix C-2 - Summary of costs

Appendix C-3 - Breakdown of local currency costs

Appendix C-4 - Breakdown of foreign currency cost

APPENDIX C-1
FINANCIAL PROPOSAL SUBMISSION FORM

FROM :
(Name of Firm)

TO :

The Chief General Manager (T) / Regional Officer
Regional Office, Mumbai
National Highways Authority of India
4th Floor, MTNL Telephone Exchange Building,
Sector -11, Opp: CBD Belapur Railway Station,
CBD-Belapur, Navi Mumbai- 400 614
Tel : 022-27564100 / 27564300 / 27568200
Email : romumbai@nhai.org

Sub : Independent Engineer Services during O & M phase of 4 laned Dhule – Pimpalgaon (Km 265 – Km 380) section of NH - 3 (New NH - 60) in the State of Maharashtra – Reg.

* * *

Sir,

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

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date].

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

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

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

.....		
.....		

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

Name of the firm Address

*Lead Member in case of JV

APPENDIX C - 2 : SUMMARY OF COSTS

No	Description	Amount (:LC)*
	Local Consultants	
I	Remuneration for Local Professional Staff	
II	Supporting Staff	
III	Transportation	
IV	Duty Travel to Site	
V	Office Rent	
VI	Office Supplies, Utilities and Communication	
VII	Office Furniture and Equipment	
VIII	Reports and Document Printing	
	Total Cost	
	Consultancy Services Tax	
	Total Costs (Including Tax)	

Note:

- (i) The remuneration shall include the cost of accommodation and all other miscellaneous personal expenses as required for carrying out the assignment.
- (ii) Payments will be made as per stipulations of the Conditions of Contract.

APPENDIX C - 3 : BREAKDOWN OF LOCAL CURRENCY COSTS

I. REMUNERATION FOR LOCAL PROFESSIONAL STAFF

No.	Position	Name	Year 1-3		
			No of man-months*	Rate	Amount
A. Key Personnel (Professional Staff):					
1.	Team Leader-Sr. Highway Engineer		36		
2.	Highway Maintenance Engineer		0		
3.	Quality cum Material Expert		3		
4.	Pavement Specialist		3		
5.	Road Safety Expert		6		
6.	Bridge/Structural Engineer		3		
7.	Traffic & Transportation Expert		3		
8.	HTMS / Toll Expert		3		
	Sub – Total = A		57		
B. Sub-professional:					
1	Survey Engineer	TBN	4		
2	Assistant Highway Maintenance Engineer	TBN	54		
3	CAD Expert	TBN	3		
4	Electrical Engineer	TBN	3		
5	Horticulture Expert	TBN	3		
6	Quantity Surveyor	TBN	3		
	Sub-Total = B		70		
	Grand Total = A+B		127		

TBN = To Be Named

*The man-month against each key personnel/sub – professional shall be same as specified in Enclosure A.

II. Support Staff

S. N	Position	Name	Staff Months	Billing Rate ()	Amount ()
1	Technical supervisor	TBN	2 x 36		
2	Laboratory Asst.	TBN	36		
3	Office Manager (1 no)	TBN	36		
4	Accountant-cum-Cashier	TBN	36		
5	Steno-Cum- Computer Operator (1no)	TBN	36		
6	Office Boy (2 nos.)	TBN	72		
	Total		180		

Note : Billing rates as indicated above shall be increased in accordance with clause 6.2(a) Special Conditions of Contract for the personnel of all categories namely (i) key Personnel; (ii) sub-Professional personnel and (iii) Support staff. The increase as above shall be payable only on the remuneration part of Key Personnel, Sub-Professional Personnel and support staff. However, for evaluation of Bid proposals, the quoted initial rate shall be multiplied by the total time input for each position on this contract, i.e. without considering the subsequent increase in the billing rates.

III. Transportation (Fixed rate on rental basis)

The vehicles provided by the Consultants shall include the cost for rental, drivers, operation, maintenance, repairs, insurance, etc. for all complete approx. 4000km/month run. (The vehicles shall not be more than 3 years old.)

S.No.	Description	Qty. (No. of vehicles-month)	Rate/ vehicle-months	Amount
1	Innova / Scorpio or equivalent (for Team Leader)	36		
2	Indica / Mahindra jeep or equivalent (for Highway Maintenance Engineer and other key staff).	72		
3	Motor Cycle for Sub professional staff	72		
	Total	180		

IV. Duty Travel to Site (Fixed Costs) : Professional and Sub-Professional Staff

Trips	Number of Trips	Rate*	Amount
Site to NHAI HQ/RO office and back for key personnel	18		
Site to NHAI HQ/RO office and back for sub-professional staff	18		

* Rate quoted includes Hotel charges(lodging & boarding), travel cost etc. complete for one person.

V. Office Rent (Fixed Costs) – Minimum 200 Sqm area of office shall be rented.

The office shall be located at appropriate place on project stretch and the office rent includes electricity and water charges, maintenance, cleaning, repairs, security etc. complete.

Nos of Months	Rate/month	Rate*	Amount
36			

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

The cost shall include of office supplies, drafting supplies, computer running cost, domestic and international communication etc. as required for office functioning.

Nos. of Months	Rate/month	Rate*	Amount
36			

VII. Office Furniture and Equipment (Rental)

The cost shall include rental charges towards all such furniture and equipment as required for proper functioning of the office. Office furniture shall include executive tables, chairs, visitor chairs, steel almirahs, computer furniture, conference table etc. Office equipment shall include as a minimum of telephone (2 external & 10 internal lines), photocopier (15ppm, 12000 copies per month with A3 & A4 input) fax machine, PCs(5 No., Intel Core 2 Duo E8300, 19" colour TFT, Cache – 6MB, RAM - 2 GB, HDD – 250 GB, DVD Writer, Key board, optical scroll mouse, MS-Windows Vista Business, pre loaded antivirus etc.), laser printers(2 no., 14 ppm, 266 MHz, 5000 pages per month, 600 x 600 dpi or better etc., Engineering Plan printer(1 no.), binding machine(1 no.), plotter A0 size, overhead projector, AC (4 no., 1.5 Ton), Water Coolers (as required) etc.

Nos. of Months	Rate/month	Rate*	Amount
36			

VIII. Reports and Document Printing

No	Description	No. of Reports	No. of Copies per Report	Total Nos. of copies	Rate per Copy (Rs.)	Amount
1	Monthly reports	36	6	216		
2	Quarterly Reports	12	6	72		
3	Various others reports as provided in the Concession Agreement	36	6	300		
	Total					

SECTION - 6

TERMS OF REFERENCE FOR INDEPENDENT ENGINEER

1.0 Scope

- 1.1 These Terms of Reference for the Independent Engineer (the “TOR”) are being specified pursuant to the Concession Agreement dated **28.09.2005** (the “**Agreement**”), which has been entered into between the Authority and **M/s Ircon Soma Tollways Pvt. Limited, New Delhi (the “Concessionaire”)** for “Four laning of **Dhule – Pimpalgaon** (Km 265 – Km 380) section of NH - 3 (New NH - 60) in the State of Maharashtra on BOT basis” and a copy of which is annexed hereto and marked as **Annex-A** to form part of this TOR.

2.0 Definitions and interpretation

- 2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- 2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.
- 2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, mutatis mutandis, to this TOR.

3. Role and functions of the Independent Engineer

- 3.1 The role and functions of the Independent Engineer shall include the following:
- (i) Review of the Drawings and Documents as set forth in Paragraph 4;
 - (ii) Determine the Project Facilities Completion Schedule;
 - (iii) Review, inspection and monitoring of Construction Works as set forth in Paragraph 5;
 - (iv) Conducting tests on completion of construction and issuing Completion Certificate as set forth in Paragraph 5;
 - (v) Review, inspection and monitoring of O&M as set forth in Paragraph 6;
 - (vi) Review, inspection and monitoring of Divestment Requirements as set forth in Paragraph 7;
 - (vii) Determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;
 - (viii) Determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
 - (ix) Assisting the Parties in resolution of disputes as set forth in Paragraph 9; and
 - (x) Undertaking all other duties and functions in accordance with the Agreement.
 - (xi) To conduct traffic sampling for the entire length, if required as & when required.

- 3.2 The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

4.0 Review of Drawings and Documents

- 4.1 The Independent Engineer shall undertake a detailed review of the Drawings to be furnished by the Concessionaire along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys and traffic surveys. The Independent Engineer shall complete such review and send its comments/observations to the Authority and the Concessionaire within 15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
- 4.2 The Independent Engineer shall review any modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.
- 4.3 The Independent Engineer shall review the Drawings sent to it by the Safety Consultant in accordance with Schedule-H and furnish its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receiving such Drawings. The Independent Engineer shall also review the Safety Report and furnish its comments thereon to the Authority within 15 (fifteen) days of receiving such report.
- 4.4 The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire and furnish its comments with 15 (fifteen) days of receipt thereof.
- 4.5 Upon reference by the Authority, the Independent Engineer shall review and comment on the EPC Contract or any other contract for operation and maintenance of the Project Highway, and furnish its comments within 7 (seven) days from receipt of such reference from the Authority.

5.0 Construction Works

- 5.1 In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments relating to the Construction Works, the provisions of Paragraph 4 shall apply, mutatis mutandis.
- 5.2 The Independent Engineer shall review the monthly progress report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.
- 5.3 The Independent Engineer shall inspect the Construction Works and the Project Highway once every month, preferably after receipt of the monthly progress report from the Concessionaire, but before the 20th(twentieth) day of each month in any case, and make out a report of such inspection (the “**Inspection Report**”) setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and

Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project Facilities. The Inspection Report shall also contain a review of the maintenance of the existing lanes in conformity with the provisions of the Agreement. The Independent Engineer shall send a copy of its Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.

- 5.4 The Independent Engineer may inspect the Project Highway more than once in a month if any lapses, defects or deficiencies require such inspections.
- 5.5 For determining that the Construction Works conform to Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance. For purpose of this Paragraph 5.5, the tests specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works issued by MoRTH (the “**Quality Control Manuals**”) or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.
- 5.6 The sample size of the tests to be specified by the Independent Engineer under Paragraph 5.5 shall comprise 10% (ten per cent) of the quantity or number of tests prescribed for each category or type of tests in the Quality Control Manuals; provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten per cent) for certain categories or types of tests.
- 5.7 The timing of tests referred to in Paragraph 5.5, and the criteria for acceptance/rejection of their results shall be determined by the Independent Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.
- 5.8 In the event that the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 5 shall apply to such tests.
- 5.9 In the event that the Concessionaire fails to achieve any of the project milestones specified in the Project Facilities Completion Schedule, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of any Project Facility is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which completion shall be achieved. Upon

receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire forthwith.

- 5.10 If at any time during the Concession Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Authority forthwith identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.
- 5.11 In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the Independent Engineer to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to the Authority forthwith recommending whether or not such suspension may be revoked by the Authority.
- 5.12 If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine the extension of dates set forth in the Project Facilities Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify the Authority and the Concessionaire of the same.
- 5.13 The Independent Engineer shall issue a Completion Certificate upon completion of each Project Facility and Major Maintenance Work, if any, specified under and in accordance with this Agreement.
- 5.14 Upon reference from the Authority, the Independent Engineer shall make a fair and reasonable assessment of the costs of providing information, works and services as set forth in Article 14 and certify the reasonableness of such costs for payment by the Authority to the Concessionaire.
- 5.15 The Independent Engineer shall aid and advise the Concessionaire in preparing the Maintenance Manual.

6.0 Operation & Maintenance

- 6.1 The Independent Engineer shall review the annual Maintenance Programme furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 15 (fifteen) days of receipt of the Maintenance Programme.
- 6.2 The Independent Engineer shall review the monthly status report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.
- 6.3 The Independent Engineer shall inspect the Project Highway once every month, preferably after receipt of the monthly status report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out an O&M Inspection Report setting forth an overview of the status, quality and safety of O&M including its conformity with the Maintenance Requirements and Safety Requirements. In a separate section of the O&M Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies

observed by it in O&M of the Project Highway. The Independent Engineer shall send a copy of its O&M Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.

- 6.4 The Independent Engineer may inspect the Project Highway more than once in a month, if any lapses, defects or deficiencies require such inspections.
- 6.5 The Independent Engineer shall in its O&M Inspection Report specify the tests, if any, that the Concessionaire shall carry out or cause to be carried out for the purpose of determining that the Project Highway is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Concessionaire in this behalf.
- 6.6 In respect of any defect or deficiency referred to in Paragraph-3 of Schedule-K, the Independent Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.
- 6.7 The Independent Engineer shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the Damages, if any payable by the Concessionaire to the Authority for such delay.
- 6.8 The Independent Engineer shall examine the request of the Concessionaire for closure of any lane(s) of the carriageway for undertaking maintenance/repair thereof, keeping in view the need to minimize disruption in traffic and the time required for completing such maintenance/repair in accordance with Good Industry Practice. It shall grant permission with such modifications, as it may deem necessary, within 3 (three) days of receiving a request from the Concessionaire. Upon expiry of the permitted period of closure, the Independent Engineer shall monitor the re-opening of such lane(s), and in case of delay, determine the Damages payable by the Concessionaire to the Authority under Clause 17.7.
- 6.9 The Independent Engineer shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth in Clause 19.4.
- 6.10 In the event that the Concessionaire notifies the Independent Engineer of any modifications that it proposes to make to the Project Highway, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire within 15 (fifteen) days of receiving the proposal.
- 6.11 The Independent Engineer shall undertake traffic sampling, as and when required by the Authority, under and in accordance with relevant Article and Schedule of Concession Agreement

7.0 Termination

- 7.1 At any time, not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Independent Engineer shall, in the presence of a representative of the Concessionaire, inspect the Project Highway for determining compliance by the Concessionaire with the Divestment Requirements set forth in Clause 30.1 and, if required, cause tests to be carried out at the Concessionaire's cost for determining such compliance. If the Independent Engineer determines that the status of the Project Highway is such that its repair and rectification would require a larger amount than the sum set forth in Clause 39.2, it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.
- 7.2 The Independent Engineer shall inspect the Project Highway once in every 15(fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Concessionaire under Article 39 in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Engineer, it shall make a report in reasonable detail and send it forthwith to the Authority and the Concessionaire.

8.0 Determination of costs and time

- 8.1 The Independent Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.
- 8.2 The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement

9.0 Assistance in Dispute resolution

- 9.1 When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.
- 9.2 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice as set forth in any provision of the Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

10.0 Other duties and functions

The Independent Engineer shall perform all other duties and functions specified in the Agreement.

11.0 Miscellaneous

- 11.1 The Independent Engineer shall notify its programme of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.

- 11.2 A copy of all communications, comments, instructions, Drawings or Documents sent by Independent Engineer to the Concessionaire pursuant to this TOR, and a copy of all the test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the Authority forthwith.
- 11.3 The Independent Engineer shall obtain, and the Concessionaire shall furnish in two copies thereof, all communications and reports required to be submitted under this Agreement by the Concessionaire to the Independent Engineer, whereupon the Independent Engineer shall send one of the copies to the Authority along with its comments thereon.
- 11.4 The Independent Engineer shall retain at least one copy each of all Drawings and Documents received by it, including „as-built“ Drawings and keep in its safe custody.
- 11.5 Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify, and obtain written receipt thereof. Two copies of the said documents shall also be furnished in micro film form or in such other medium as may be acceptable to the Authority.

Enclosure-A

MAN - MONTHS INPUT FOR KEY PROFESSIONAL STAFF

INDEPENDENT ENGINEERS

A: Key Personnel		Man-months
1	Team Leader-cum-Sr. Highway Engineer	36
2	Highway Maintenance Engineer	36
3	Pavement Specialist	12
4	Quality cum Material Expert	3
5	Road Safety Expert	6
6	Bridge/Structural Engineer	6
7	Traffic & Transportation Expert	3
8	HTMS/ Toll Expert	3
Total		105
B: Sub Professional Staff		
1	Survey Engineer	4
2	Assistant Highway Maintenance Engineer	36
3	Electrical Engineer	3
4	CAD Expert	3
5	Horticulture Expert	3
6	Quantity Surveyor	3
Total		52

Note: 1. The key personnel viz., Team Leader - Sr. Highway Engineer and Highway Maintenance Engineer shall be deployed necessarily by sole firm or JV partners. Upto 50% of the remaining key personnel and sub professional staff can be provided by the associate firm.

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

Enclosure B

MINIMUM QUALIFICATION OF KEY PERSONNEL & SUB PROFESSIONAL STAFF

QUALIFICATION OF KEY PERSONNEL

TEAM LEADER-CUM-SENIOR HIGHWAY ENGINEER:

This is the senior most position and the expert engaged as the Team Leader shall be responsible for reviewing the entire Project implementation activities of the Concessionaire. He shall check all the Designs being prepared by the Concessionaire, ensure execution of works on site as per specification and standards, and continuously interact with the NHA and the Concessionaire. He shall review and suggest modifications to the Maintenance Manual, Annual Maintenance Programme of the Concessionaire. Review of emergency response arrangements needs special attention. He shall undertake Project site visits and shall guide, supervise, coordinate and monitor the work of other experts in his team as well as those of the Concessionaire. The candidate is required to be a Highway Engineer, who should have a proven record of supervising, organizing and managing of Project preparation w.r.t construction / maintenance of highway projects as defined below, financed by international lending agencies and others.

He should have the following qualification / experience.

(1) Essential Qualifications.

- (a) Graduate in Civil Engineering from recognized university.
- (b) Total Highway Experience of 10 years.
- (c) At least 3 years experience as Team Leader/Project Manager or in similar capacity in O&M and other related activities (like Maintenance Manual, Maintenance Programmes, Lane Closures, Traffic Management, etc.) of completed 4/6 lane highway sections.

(2) Preferential Qualifications.

- (a) Post Graduate Degree in Highway Engineering.
- (b) Highway Development Projects taken up under PPP.

Note: (1) Similar Capacity includes the following positions

- i) On behalf of Consultant: Team Leader / Resident Engineer (Construction Supervision/IE)
- ii) On behalf of Contractor: Project Manager (Construction/ Construction Supervision)
- iii) In Government Organizations: Superintending Engineer (or equivalent) and above

HIGHWAY MAINTENANCE ENGINEER:

The Highway Engineer shall be responsible for undertaking routine/periodic inspection of Project Highway and supervision of construction/ O&M works. His expertise shall include pavement conditions surveys, data collection, computer aided design methods for Civil/Highway Engineering with particular reference to CAD application to the highway rehabilitation and/or upgrading projects. All CD works shall be inspected by him at least once before and after monsoon so as to see that the vent way is clear and protection works are intact. He should have the following qualification / experience.

(1) Essential Qualifications.

- (a) Graduate in Civil Engineering from a recognized University.
- (b) Professional Experience of 10 years in highway works (inspection/design/construction/maintenance).
- (c) Experience of at least 3 years in Highway Construction/Maintenance works of similar nature.
- (d) Out of 3 years as in (c) above at least one project should involve works of 4/6 laning/expressways or similar project.

(2) Preferential Qualifications.

- (a) Post Graduate Degree in Highway Engineering

PAVEMENT SPECIALIST

The expert shall be periodically monitoring the performance of the payment and ensure life cycle cost effectiveness. He shall also be responsible for ensuring complete adherence to construction/ maintenance standards during Concession period. Thus, the position requires a pavement specialist with thorough knowledge and understanding of international 'best practices' in the field of Design, Construction and maintenance of flexible/rigid type of pavements including latest codal stipulations and specifications. He shall review and suggest modifications to all pavement performance related aspects in maintenance manual/programme. He should have the following qualification / experience.

(1) Essential Qualifications

- (a) Graduate in Civil Engineering from a recognized University.
- (b) Professional Experience of 10 years in Pavement Design / Pavement Construction / Pavement Maintenance of Highways / Roads / Airfield Runways
- (c) Experience of 3 years on project of similar nature with at least 1 project involving works of 4-laning/ 6-laning/ Expressways.

2) Preferential Qualifications

- (a) Post Graduate Degree in Highway Engineering / Pavement Design
- (b) International experience in the field of Design, Construction and maintenance of flexible/rigid type of pavements.

QUALITY-CUM-MATERIAL EXPERT:

The Quality/Material Expert shall inter alia review the test results of bore holes, quarry and borrow area material to find out their strength characteristics and suitability for using them in construction/maintenance. He shall inspect the Concessionaire's field laboratories to ensure that they are adequately equipped and capable of performing all the specified testing requirements of the contract. He shall look into the quality assurance aspect of the construction/maintenance works and supervise the setting-up of the Concessionaire's pre-casting yards, rock crushers, bituminous hot mix plants, concrete batching plant, etc. to ensure that the specified requirements for such equipments are fully met. He will review all sampling undertaken to determine pavement strength/ characteristics. He shall review and suggest modifications to all Quality and Material related aspects in the Maintenance Manual/ Programme.

He should have the following qualification / experience.

(1) Essential Qualifications.

- (a) Graduate in Civil Engineering from a recognized University.
- (b) Professional Experience of 10 years in Quality/Material aspects of Highways.
- (c) Experience of at least 3 years on projects of similar nature with at least one project involving works of 4/6 laning/expressways.

2) Preferential Qualifications.

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

ROAD SAFETY EXPERT :

The Road Safety Expert shall review all the safety measures taken by the Concessionaire during the concession period at site. Conformity to the safety requirement as per detailed contract requirement shall also be checked and approved. This shall cover all the temporary/permanent structures, handling of equipments, safety of workers/road users and generating awareness /training of site staff of concessionaire. He shall also look into the causes of various accidents and review other insurance coverage taken by the Concessionaire. He shall undertake, supervise safety audit/ inspection once in every quarter and furnish a detailed report. He shall review emergency response arrangement, accident data, formats, safety provisions in O&M activities etc., as proposed by the Concessionaire.

(1) Essential Qualifications.

- (a) Graduate in Civil Engineering from a recognized University.
- (b) Professional Experience of 10 years.
- (c) Minimum 3 years experience in Road Safety works of Major Highway Projects (4 / 6 laning projects)
- (d) Experience in Road Safety Audit of at least one 4/6 lane highway / expressway project.

2) Preferential Qualifications

- (a) Post Graduate Degree in Traffic/Transportation/Safety Engineering.
- (b) Preparation of Road Safety Management Plan for inter urban Highways in PPP mode.

BRIDGE / STRUCTURAL ENGINEER:

The Bridge Engineer shall be responsible for supervising the works of existing or proposed bridges, interchanges and any other structure related to the Project Highway. He shall undertake structure condition survey once in a year and submit an exclusive report on repair and rehabilitation requirements of bridges/ structures. He shall also inspect the bridge rehabilitation and repair works which are required to be undertaken by the Concessionaire. He shall review and suggest modifications to the maintenance manual/ programme relating to his duties. He should have the following qualification / experience.

(1) Essential Qualifications.

- (a) Graduate in Civil Engineering from a recognized University.
- (b) Professional Experience of 10 years.
- (c) 3 years experience in Construction / Construction Supervision of bridge / interchange /any other Structures including rehabilitation.
- (d) At least one project should involve work of 4/6 laning/expressways or similar project.

2) Preferential Qualifications.

- (a) Post Graduate Degree in Structural Engineering.

TRAFFIC AND TRANSPORTATION EXPERT:

The Traffic and Transportation expert shall review and check the traffic surveys/analysis, projections, and assignment exercises to be carried out by the Concessionaire. He shall also review design of intersections and interchanges, traffic safety features, toll plaza layout, toll collection method and user facilities, scheme for traffic management. He shall also study and comment on safety audit report prepared by the Concessionaire and report of Safety Consultant.

He should have the following qualification / experience.

(1) Essential Qualifications.

- (a) Graduate in Civil Engineering from recognized University.
- (b) Total Professional Experience of 10 years in Highway works.
- (c) 3 years experience shall be as Traffic & Transportation aspects of Highway projects of similar nature of which at least one project should involve works of 4 / 6 laning/Expressway or similar project.
- (d) Experience of Road Safety Aspects, safety audit & studies of Highway Projects.

2) Preferential Qualifications.

- Post Graduate Degree in Traffic Engineering.

HTMS/TOLLING EXPERT :

The candidate should be a Systems Engineer having experience of at least 10 years. He should be an expert in preparation of standards for systems of toll collection and HTMS. He should be a graduate in Electronics/Computer Science or equivalent. He should have experience of international latest technology/systems in the field of HTMS and tolling. He should have work experience of at least one in establishing HTMS and one in tolling systems.

SUB PROFESSIONAL

SURVEY ENGINEER :

The candidate should be a Graduate in Civil Engineering/Survey with at least 6 years experience in the field of surveying out of which 3 years should be on highway projects with at least 1 similar highway project. Firm may field Survey Engineer with diploma in Civil Engineering/Survey having at least 10 years experience in the field of surveying out of which at least 5 years should be in highway projects with at least 2 projects of similar nature. This position requires thorough understanding of modern computer based equipment/method of surveying with total station, digital level, GPS etc.

ASSISTANT HIGHWAY MAINTENANCE ENGINEER:

The Candidate should be either Graduate in Civil Engineering with 3 years experience in highways or Diploma in Civil Engineering with 7 years experience in highways. He should have handled at least one highway project of similar nature.

ELECTRICAL ENGINEER :

The Candidate should be a Graduate in Electrical Engineering. He should have at least 6 years professional experience.

CAD EXPERT :

He should be a Graduate in Civil Engineering with adequate computer training or graduate in Computer Science having experience in computer aided design methods in highway engineering. The incumbent should have 3 years experience and should have handled at least one highway project of similar nature.

HORTICULTURE EXPERT :

The Candidate should be a Graduate in Agriculture Science with specialization in Horticulture/Arboriculture. He should have at least 6 years professional experience.

QUANTITY SURVEYOR :

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



SECTION 7

DRAFT FORM OF CONTRACT

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



CONTRACT FOR CONSULTANT'S SERVICES

Between (Name of Client)

And

(Name of Consultant)

Dated:)

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FORM OF CONTRACT

COMPLEX TIME BASED ASSIGNMENTS

This CONTRACT (hereinafter called the “Contract”) is made the day of the

Month of , _____ 2017, _____ between, on the one hand _____ (hereinafter Called the “Client) and, on the other _____ hand, “Consultants”) (hereinafter called the

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-consultants

- Appendix D: Medical Certificate
- Appendix E: Hours of Work for Key Personnel
- Appendix F: Duties of the Client
- Appendix G: Cost Estimates in Foreign Currency
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- Appendix I: Form of Performance Bank Guarantee.....
- Appendix J: Form of Bank Guarantee for Advance Payments
- Appendix K: Letter of invitation
- Appendix L: Letter of Award
- Appendix M: Minutes of pre-bid meeting
- Appendix N: Minutes of Negotiation meeting
- Appendix O: Memorandum of Understanding (in case of JV)
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular
- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultants in accordance with 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
[NAME OF THE CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF THE CONSULTANTS]

By



(Authorized Representative)

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

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

[Name of the Member]
By

(Authorized Representative)
[Name of the Member]

By

(Authorized Representative)

etc.

GENERAL CONDITIONS OF CONTRACT

1. General Provisions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country [or in such other country as may be specified in the Special Conditions of Contract (SC)], as they may be issued and in force from time to time.
- (b) “Contract means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Effective Date means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) “Foreign currency” means any currency other than the currency of the Government;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of Client’s Country; (g) „Local currency. means the Indian Rupees;
- (h) “Consultant” wherever mentioned in this Contract Agreement means the “Independent Consultant (IE)” and includes and sub-consultants or Associates engaged by the primary consultant.
- (i) “Member”, in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities;
- (j) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- (k) “Personnel” means persons hired by the Consultants or by any Sub-Consultants and or Associates as Employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside the Government’s Country, “Local Personnel” means such persons who at the time of being so hired had their domicile inside the Government’s Country; and “key personnel” means the personnel referred to in Clause GC 4.2 (a).
- (l) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to his contract, as described in Appendix A hereto. The scope of work will be strictly as given in various Clauses in TOR. The approach and methodology to be adopted by the Consultant for carrying out the assignment as Independent Engineer may be modified depending on the site requirements and work programme of the Concessionaire after mutual discussions with NHAI, the Concessionaire and the Independent Engineer. The work plan as

indicated by the Consultant may be modified accordingly to the site requirements.

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

1.2 **Relation between the Parties**

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

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

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

- 1.5 **Headings.** The headings shall not limit, alter or affect the meaning of this Contract.

1.6 **Notices**

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

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

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

1.7 **Location**

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations whether in Government's Country or elsewhere, as the Client may approve.

1.8 **Authority of Member in Charge**

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

1.9 Authorized Representatives

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

1.10 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law. NHAI shall reimburse only service tax on production of project specific proof of payment of service tax.

2.0 Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause 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 as the case may be, has been obtained. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1. Definition

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

2.7.2 No Breach of Contract

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

2.7.3 Measures to be Taken

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

2.7.4 Extension of Time

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

2.7.5 Payments

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

2.7.6 Consultation

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

2.8. Suspension

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

2.9 Termination

2.9.1 By the Client

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

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 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 GC 8 hereof;
- (d) If the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

- (g) If the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- (h) If Concessionaire represents to NHA that the Consultant is not discharging his duties in a fair, efficient and diligent manner and if the dispute remains unresolved, NHA may terminate this contract.

2.9.2 **By the Consultants**

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

2.9.3. **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 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 GC 3.3 hereof;
- (iii) The Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 (ii) hereof; and
- (iv) Any right which a Party may have under the Applicable Law

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 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 GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination

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

- (a) Remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) Reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) Except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 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 GC 2.9.1 or in Clause GC 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 GC 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.

3.0 Obligation of the Consultants

3.1 General

3.1.1. Standard of Performance

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

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub- consultants and or Associates, as well as the Personnel of the Consultants and any Sub- consultants

and or Associates, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

3.2 Conflict of Interests

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

The Remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub- consultants and or Associates, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

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

3.2.3 Consultants and Affiliates Not to engage in Certain Activities

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

3.2.4 Prohibition of Conflicting Activities

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and or Associates and their Personnel not to engage, either directly or indirectly, in any of the following activities:

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

3.5 Insurance to be Taken Out by the Consultants

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

3.6 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and 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; and (iii) shall permit the client to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors appointed by the client.

3.7 Consultants' Actions Requiring Client's Prior Approval

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

- (a) Appointing such members of the Personnel as are listed in Appendix C ("Consultants' Sub-consultants' Key Personnel") merely by title but not by name;
- (b) Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and
- (c) Any other action that may be specified in the SC

3.8 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B 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, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.10 Equipment and Materials Furnished by the Client

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

4.0 Consultants' Personnel and Sub-consultants and or Associates

4.1 General

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

4.2 Description of Personnel

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

otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract.

4.3 Approval of Personnel

The Key Personnel i.e. Professional Staff and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose, to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data and (in the case of Key personnel to be used within the country of the Government) a copy of a satisfactory medical certificate in the form attached hereto as Appendix D. If the Client does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, etc.

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

4.5 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any

reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid to any of the Key Personnel provided as a replacement shall be 90% of the remuneration which would have been payable to the Key Personnel replaced. However, for the reason other than death/extreme medical ground, (i) for total replacement above 25% upto 37.5% of Key Personnel, remuneration shall be reduced by 20% (ii) for total replacement above 37.5% upto 50%, remuneration shall be reduced by 25% and (iii) for total replacement above 50% upto 66%, remuneration shall be reduced by 30% (iv) For total replacements beyond 66% of the key personnel the client shall initiate action of higher penalty/termination/debarment up to 2 years as considered appropriate.

- (d) In order to prevent the tendency of the personnel and consulting firm to submit incorrect and inflated CV, they should sign every page of CV before submission in order to authenticate that CV furnished by them is correct. The consulting firm and the personnel through consulting firm should be informed by NHA while accepting CV of the new personnel that if CV is found in correct and inflated at a later date, the personnel accepted would be removed from his assignment and debarred from further NHA works for an appropriate period to be decided by NHA and the new proposed personnel in place of removed personnel would be paid 15% less salary than the original personnel. 15% reduction in the salary will be imposed as a penalty for submitting the incorrect information. This penalty will be imposed only once. If the same consulting firm submits incorrect information again second time, necessary action will be taken by NHA to black-list that firm.

4.6 **Resident Project Manager**

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

5. **Obligations of the Client**

5.1 **Assistance and Exemptions**

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

- (a) Provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;
- (b) Assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Government's country

- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their -eligible dependents;
- (d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (e) Assist the Consultants and the Personnel and any Sub-consultants and or Associates employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (f) Grant to the Consultants, any Sub-consultants and or Associates and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services: and
- (g) Provide to the Consultants, Sub-consultants and or Associates and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land

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

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

5.4 Services, Facilities and Property of the Client

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

5.5 **Payment**

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

5.6 **Counterpart Personnel**

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

6. **Payments to the Consultants**

Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable in foreign currency is set forth in Appendix G. An estimate of the cost of the Services payable in local currency is set forth in Appendix H.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1 (b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 **Remuneration and Reimbursable Expenditures**

- a) Subject to the ceilings specified in Clause GC 6.1 (b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.

- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.
- (c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.3(b).

6.3 Currency of Payment

- (a) Foreign currency payments shall be made in the currency or currencies specified as foreign currency or currencies in the SC, and local currency payments shall be made in the currency of the Government.
- (b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency, National Highways Authority of India Standard RFP Document for appointment.

6.4 Mode of Billing and Payment :

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

- (a) The Client shall cause to be paid to the Consultants an interest bearing advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix I hereto or in such other form as the Client shall have approved in writing.
- (b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within sixty (60) days after the receipt by the Client of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment.

Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on. such due date.

- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall 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.
- (e) All payments under this Contract shall be made to the account of the Consultants specified in the SC. 7.

7.0 Fairness and Good Faith

7.1 Good Faith

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

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

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

IX. SPECIAL CONDITIONS OF CONTRACT

GC Clause

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

1.1(a) The words "in the Government's country" are amended to read "in INDIA"

1.4 The language is: English

1.6.1 The address :

The Chief General Engineer (T) / Regional Officer
Regional Office, Mumbai
National Highways Authority of India
4th Floor, MTNL Telephone Exchange Building,
Sector -11, Opp: CBD Belapur Railway Station,
CBD-Belapur, Navi Mumbai- 400 614
Tel : 022-27564100 / 27564300 / 27568200
Email : romumbai@nhai.org

Consultant

Consultant Attention:

Cable address :

Telex :

Facsimile :

[Note : Fill in the Blanks]

1.6.2 Notice will be deemed to be effective as follows:

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

1.8 The Member in Charge is: Member M/s.....

(Note: If the Consultants consist of a joint venture of more than one entity, the name of the entity whose address is specified in SC 1.6.1 should be inserted here. If the Consultants consist of one entity, this Clause 1.8 should be deleted from the SC)

1.9 The Authorised Representative are:

For The Chief General Engineer (T) / Regional Officer
Regional Office, Mumbai
National Highways Authority of India
4th Floor, MTNL Telephone Exchange Building,
Sector -11, Opp: CBD Belapur Railway Station,
CBD-Belapur, Navi Mumbai- 400 614
Tel : 022-27564100 / 27564300 / 27568200
Email : romumbai@nhai.org

For the Consultants: _____

1.10 The Consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.1 The effectiveness conditions are the following:

i) Approval of the Contract by the client

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

2.3 The time period shall be one month or such other time period as the Parties may agree in writing.

2.4 The time period shall be 36 months

3.4 Limitation of the Consultants' Liability towards the Client

(a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client

(i) Consultant will maintain at its expenses; Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, (A) For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

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

- (iii) The policy must clearly indicate the limit of indemnity in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) and in no case should be for an amount less than stated in the contract.
 - (iv) If the Consultant enters into an agreement with NHAI in a joint venture or “in association” the policy must be procured and provided to NHAI by the joint venture/in association entity and not by the individual partners of the joint venture/association.
 - (v) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of NHAI. The insurance company may provide an undertaking in this regard.
- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.
- (c) Professional Liability Insurance may be accepted for initially one year which shall be extended annually for five years. PLI shall be uniformly taken for a period of five years.

3.5 The risks and the coverage shall be as follows :

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of consultancy.
- (b) Third Party liability insurance with a minimum coverage, of Rs. 1.0 million for the period of consultancy.
- (c) Professional liability insurance as per 3.4 (a) (ii) of SC of the consultancy, with a minimum coverage equal to estimated remuneration and reimbursable.
- (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

3.7(c) The other actions are

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

3.9 The Consultants shall not use these documents for purposes unrelated to This Contract without the prior written approval of the Client.

-
- 4.6 "The person designated as Team Leader cum Sr. Highway Engineer in Appendix C shall serve in that capacity, as specified in Clause GC 4.6."
- 6.1(b) DELETED
- 6.2(a) "Payments for remuneration made in accordance with Clause GC 6:2(a) in foreign and/or local currency shall be adjusted as follows :
- (i) DELETED
 - (ii) Remuneration paid in local currency pursuant to the rates set forth in Appendix H shall be adjusted every twelve (12) months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the contract) by 5% per annum for domestic personnel. Notwithstanding any other provisions in the agreement in this regard, this provision will prevail and over ride any other provision to the contrary in this agreement.
- 6.2(b)(i) (1) It is understood (i) that the remuneration rates shall cover (A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead, and (B) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (C) the Consultants' fee; (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.
- (2) Remuneration for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultants' home office and directly attributable to the Services (one hour being equivalent to 1/240th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).
- 6.2(b)(ii) The rates for local Personnel are set forth in Appendix H
- 6.3 (a) DELETED
- 6.3(b) (ii) DELETED
- 6.3(b) (iii) DELETED
- 1) DELETED
 - 2) DELETED
 - 3) DELETED
 - 4) The cost of the following locally procured items: local transportation, office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in

India, all if and to the extent required for the purpose of the Services, at rates specified in Appendix H;

- 5) The cost of equipment, materials and supplies to be procured locally in India as specified in Appendix H;
- 6) The local currency cost of any subcontract required for the Services and approved in writing by the Client;
- 7) Any such additional payments in local currency for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause GC 6.1(c); and
- 8) The cost of such further items as may be required by the Consultants for the purpose of the Services, as agreed in writing by the Client.

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

- 1) An advance payment. of 10% of the contract price in proportion to the quoted Indian currency (INR) & foreign currency (US dollar) in the bid shall be made within 60 days after receipt and verification of advance payment bank guarantee. The advance payment will be set off by the Client in equal instalments against the statements for the first 12 months of the Service until the advance payment has been fully set off.
- 2) The bank guarantee shall be in the amount and in the currency of the foreign and local currency portion of the advance payment.
- 3) Interest rate shall be 10% per annum (on outstanding amount) for local currency, including converted foreign component into local currency.

6.4 (c) The interest rate is 6% per annum for local currency and London Inter Bank on Landing Rate (LIBOR) plus 1% per annum on foreign currency.

6.4(e) The accounts are: -
For local currency:

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

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

8.2.1 Selection of Arbitrators

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

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

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

- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- (c) If, in a dispute subject to Clause SC 8.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

8.2.2 Rules of Procedure

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

8.2.3 Substitute Arbitrators

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

8.2.4 Qualifications of Arbitrators

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

8.2.5 Miscellaneous In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the parties, be held in Delhi.
- (b) The English language shall be the official language for all purposes; and
- (c) The decision of sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

(d) Fee structure shall be as indicated below:

Sl. No	Particulars	Maximum amount payable per Arbitrator/ per case
1	Arbitrator fee	Rs. 15,000/- per day subject to a maximum 4 lacs Or Rs 2.5 lacs (lump sum) subject to publishing the award within 12 months
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	Maximum of Rs. 20,000/-
5	Other expenses (as per actuals against bills subject to the prescribed ceiling) Traveling Expenses Lodging and Boarding	Maximum ceiling Economy class (by air), First class AC (by train) and AC car (by road) 1. Rs 15,000/- per day (in metro cities) 2. Rs 7,000/- per day (in other cities) 3. Rs 3,000/- per day, if any Arbitrator makes their own arrangements.
6	Local Travel	Rs. 1500/- 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 travelling expenses shall be allowed only for those members who are residing 100 kms. away from place of meeting. 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities.		

APPENDICES

Appendix A: Description of the Services

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

Details as per TOR



Appendix B: Reporting Requirements

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

Please refer TOR

Appendix C: Key Personnel and Sub-consultants

[List under:

- C-1 Titles [and names, if already available}, detailed job descriptions and minimum qualifications. experience of Personnel to be assigned to work in India, and staff-months for each.*
- C-2 Same information as C-1 for Key local Personnel.*
- C-3 Same as C-1 for Key foreign Personnel to be assigned to work outside India.*
- C-4 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-4)*



Appendix D: Medical Certificate

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

Appendix E: Hours of Work for Key Personnel

The Consultants Key personnel and all other Professional / Sub Professional / Support Staff / Sub-Consultancy personnel shall work 6 days (Mondays through Saturday) every week and observe the Gazetted Holidays of Government of India as Holidays. The Consultant shall work as per the work program of the concessionaire. In this context in case the work plan of the Consultant needs suitable modifications, the same shall be carried out and submitted to the client for consideration.

The Consultants hours of work normally shall match with that of Contractor's activities on the site. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of Project completion.

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

Please refer TOR

Appendix F: Duties of the Client

- a. Access to the quality control laboratory for performing various types of tests, which will be provided by the concessionaire including the testing personnel.
- b. RFQ, RFP, Concession Agreement, Bid submission, Site Data and information for field surveys and investigations
- c. Detailed Work plan and Programme for Operation and Maintenance of Project Highway from Concessionaire.
- d. Quality Assurance Plan and Quality Control Procedures from the Concessionaire.
- e. All the reports and necessary data as per the reporting obligation of concessionaire under the concession Agreement.

Please refer TOR



Appendix G: NOT APPLICABLE

Appendix H: Cost Estimates in Local Currency

List hereunder cost estimate in local currency:

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*

2. *Reimbursable/Rental/Fixed expenditures as follows:*

- a. *DELETED*
- b. *DELETED*
- c. *Cost of local transportation.*
- d. *Cost of other local services, rentals, utilities, etc.*



Appendix I: FORM OF PERFORMANCE SECURITY

(PERFORMAMANCE BANK GUARANTEE)

(Clause-20 of TOR)

To
The Chairman,
National Highways Authority of India,
G-5 & 6, Sector-10, Dwarka,
New Delhi –110 075
India

WHEREAS _____
[Name and address of Consultants]1 (hereinafter called “the consultants”) has undertaken, in
pursuance of Contract No. _____ dated
_____ to provides the services on terms and conditions set forth in this
Contract _____ [Name of contract
and brief description of works) (hereinafter called the “the Contract”).

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

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

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

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

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

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

Notwithstanding anything contained herein before, our liability under this guarantee is restricted
ToRs. _____ (Rs. _____) and
the guarantee shall remain valid till _____. Unless a claim or a demand in writing is



made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of 38 months i.e. up to 2 months beyond the expiry of contract of 36 months.

Signature and Seal of the Guarantor _____ In presence of

Name and Designation _____

1. _____
(Name, Signature & Occupation)

Name of the Bank _____

Address _____ 2.

_____ (Name & Occupation)

Date: _____

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

Appendix J: Form of Bank Guarantee for Advance Payments
(Reference Clause 6.4(a) of Contract)

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

Ref: _____ Bank Guarantee: _____

Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the "Contract") (scope of work) and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We _____ (Name of the Bank) having its Head Office at _____ (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 monies payable by the Consultant to the extent of _____ as aforesaid at any time up to _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant 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 above our liability under this guarantee is limited _____ to and it shall remain in force up to and including _____. And shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 2017 _____ at _____

WITNESS

(signature)

(Signature)

(Name)

(Name)

(Official Address)

Designation (with Bank stamp)

Attorney as per Power of

Attorney No.

Dated

Strike out, whichever is not applicable.

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee".

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



Appendix K

Letter of invitation



Appendix L

Letter of Award



Appendix M

Minutes of Negotiations



Appendix-N

DELETED



Appendix - O

Memorandum of Understanding

between

And

Whereas National Highways Authority of India (hereinafter called NHAI) has invited proposal for appointment of **Independent Engineer services for for Dhule – Pimpalgaon** (Km 265 – Km 380) section of NH - 3 (New NH - 60) **in the State of Maharashtra.**

And Whereas _____ (Lead Partner) and _____ JV partner/s have agreed to form a Joint Venture to provide the said services to NHAI as Independent Engineer; and Now, therefore, it is hereby agreed by and on behalf of the partners as follows:

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

For _____ (Name of Lead partner)

Managing Director/Head of the Firm
Address

For _____ (Name of JV partner/s)

Managing Director/Head of the Firm
Address

SECTION 8

PROCEDURE UNDER E-TENDERING

Independent Engineer services during O & M phase of 4 laned Dhule – Pimpalgaon (Km 265 – Km 380) section of NH - 3 (New NH - 60) in the State of Maharashtra.

INSTRUCTIONS TO APPLICANTS

DEFINITIONS

- a) Central Public Procurement Portal : A service provider to develop and customize the software and facilitate the process of e-tendering on Application Service Provider (ASP) model. (Refer Glossary in the RFQ).
- b) **NHAI e-Procurement Portal:** An e-tendering portal of National Highways Authority of India (“NHAI”) introduced for the process of e-tendering which can be accessed on <https://etenders.gov.in>

Words in capital and not defined in this document shall have the same meaning as in the Request for Qualification (“RFP”).

1) ACCESSING/PURCHASING OF BID DOCUMENTS:

- (i) It is mandatory for all the Applicants to have Class-III Digital Signature Certificate (with both Signing and Encryption certificate) (in the name of person who will sign the Application) from any of the licensed Certifying Agency (“CA”) [Applicants can see the list of licensed CAs from the link www.cca.gov.in] to participate in e-tendering of NHAI. The authorized signatory holding Power of Attorney shall only be the Digital signatory. In case authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive
- (ii) To participate in the submission of the Application against the RFP, it is mandatory for the Applicants to get registered their firm/Consortium with e-tendering portal <https://etenders.gov.in>.
- (iii) All profile activations will be done only during NHAI working days.
- (iv) No profile activation will take place during NHAI Holidays & Gazetted Holidays.
- (v) RFP can be viewed / downloaded, free of cost from **2.05.2017 to 04.06.2017 (up to 17:00 Hours)**

Following may be noted:

- (a) Applications can be submitted only during the validity of registration with the NHAI e-Tendering Portal being managed by **NIC/Central Public Procurement Portal** i.e. <https://etenders.gov.in>
- (b) The amendments / clarifications to the tender, if any, will be posted on the NHAI website (www.nhai.org) and NHAI e-Tendering Portal (<https://etenders.gov.in>).

- (i) To participate in bidding, bidders have to pay Application Fee (Non-refundable) as per the amount mentioned in the tender document through offline mode (in the form of DD) only. 'Application Fee' is mentioned in individual tender document as published at NHAI e-Tendering Portal (<https://etenders.gov.in>)
- (ii) For helpdesk please contact E-Tendering Cell and Help Desk Support.

2) PREPARATION AND SUBMISSION OF APPLICATIONS:

- (i) Detailed RFP may be downloaded from <https://etenders.gov.in> and the Bid may be submitted online following the instructions appearing on the screen. A Vendor manual containing the detailed guidelines for e-tendering system is also available on <https://etenders.gov.in>.
- (ii) The following documents shall be prepared & scanned and uploaded during the on line submission of proposal.
 - A. **Only Electronic Form (to be uploaded on the <https://etenders.gov.in>) [Refer to Clause 4.1 (Preparation and Submission of Application) of the RFP]**
 - (a) Technical proposal as indicated in para “B” below
 - (b) Financial proposal as per format prescribed in SECTION-5 OF RFP.
 - B. **Original (in Envelope) [Refer to Clause 4.1 (Preparation and Submission of Application) of the RFP]**
 - (I) **Technical Proposal in Hard Bound for including:**
 - (a) Power of Attorney for signing the Application
 - (b) If applicable, the Power of Attorney for Lead Member of JV;
 - (c) Copy of Memorandum of Understanding between JV partners, if applicable;
 - (d) Copy of Memorandum of Understanding with Associate, if applicable
 - (e) Firms credentials as per format prescribed in SECTION-3 OF RFP.
 - (f) Technical proposal as per format as prescribed in SECTION-4 OF RFP.
 - (II) The Bid cost (document fee) is Rs. 5000/- (Non refundable) to be payable offline in DD form issued in favour of National Highways Authority of India payable at Mumbai;
 - (III) Duly executed on plain paper “Integrity Pact” as per enclosed format [need not to be uploaded on the <https://etenders.gov.in> in electronic form].
- (iii) The Applicant shall submit the original documents specified above in point no. 2 (ii) B together with their respective enclosures and seal it in an envelope and mark the envelope as “Technical Proposal” for the Project for which proposal is submitted and name and address of the Applicant. The envelope must be clearly marked **“DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE”**. In addition, the Application due date

should be indicated on the right hand corner of the envelope. The original documents should be submitted before **12:00 Hours Indian Standard Time on 05.06.2017** at the below mentioned address in the manner and form as detailed in the RFP. A receipt thereof should be obtained from the below mentioned person.

The Chief General Manager (T) / Regional Officer
Regional Office, Mumbai
National Highways Authority of India
4th Floor, MTNL Telephone Exchange Building,
Sector -11, Opp: CBD Belapur Railway Station,
CBD-Belapur, Navi Mumbai- 400 614
Tel : 022-27564100 / 27564300 / 27568200
Email : romumbai@nhai.org

- (iv) The Applicant shall upload scanned copies of the documents as specified in point nos. 2 (ii) (A) & (B) above on the <https://etenders.gov.in> before **12:00 hours Indian Standard Time on 05.06.2017**. No hard copy of the documents as specified in point nos. 2 (ii) (A) (b) above is required to be submitted. In the event of any discrepancy between the original and the copy (in electronic form), the original shall prevail.
- (v) It may be noted that the scanned copies can be prepared in file format i.e. PDF and/or ZIP only. The Applicants can upload a single file of size of 10 MB only but can upload multiple files.

3. Modification / Substitution / Withdrawal of bids:

- (i) The Bidder may modify, substitute or withdraw its e-bid after submission, prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- (ii) Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- (iii) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload/resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.
- (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit e-bid again.

4. OPENING AND EVALUATION OF APPLICATIONS:

- (i) Opening of Proposals will be done through online for Financial Proposal and both on-line and manually for Technical Proposal.
- (ii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive. The Authority shall open Envelope containing Technical Proposal received as mentioned in point nos. **2 (ii) B** at **15:00 Hours Indian Standard Time on 5.06.2017** in the presence of the Applicants who choose to attend. This Authority will subsequently open the Technical Proposal as mentioned in point no. **2 (ii) A(a)** above and evaluate the Applications in accordance with the provisions set out in the RFP.
- (iii) The Financial Proposal **2 (ii) A (b)** will be opened online of the short listed applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later on.

DISCLAIMER

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