



**Ministry of Road Transport & Highways  
Government of India**

**CONSULTANCY SERVICES FOR DEVELOPMENT OF STANDARD DESIGNS AND  
PLANS FOR VARIOUS TYPES OF BRIDGE SUPERSTRUCTURES BASED ON LIMIT  
STATE METHOD (PACKAGE-1 & 3)**

***REQUEST FOR PROPOSAL  
(RFP)***

**Jan, 2019**

**S&R (Pavements & Bridges) Zone, Ministry  
of Road Transport and Highways, Transport  
Bhawan, 1, Parliament Street,  
New Delhi-110001**



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**MINISTRY OF ROAD TRANSPORT & HIGHWAYS**  
**GOVERNMENT OF INDIA**

**NOTICE INVITING TENDER**

RW/NH-34049/3/2008-S&R (B)

Dated: 31<sup>st</sup> Jan, 2019

The Employer i.e. Ministry of Road Transport & Highways (MoRT&H), New Delhi invites bids through e-procurement for appointment of consultants for development of standard designs and plans for following types of bridge superstructures based on Limit State Method from Government academic/ research institutions and Consultants.

<b>DESIGN CONSULTANCY PACKAGES</b>				
<b>S. No.</b>	<b>Type of Super-structure</b>	<b>Effective Spans</b>	<b>Skew &amp; Right angle</b>	<b>Package Nos.</b>
1	RCC Solid slab	3 to 12 m at the interval of 1 m	Right angle and skew angles of 15 <sup>0</sup> , 20 <sup>0</sup> , 30 <sup>0</sup> , 40 <sup>0</sup> , and 45 <sup>0</sup> .	<b>Package No. 1</b>
2	RCC voided slab	10 to 24 m at the interval of 2 m	Right angle and skew angles of 15 <sup>0</sup> , 20 <sup>0</sup> , 30 <sup>0</sup> , 40 <sup>0</sup> , and 45 <sup>0</sup> .	
3	PSC voided slab	18 to 36 m. at the interval of 2 m	Right angle and skew angles of 15 <sup>0</sup> , 20 <sup>0</sup> , 30 <sup>0</sup> , 40 <sup>0</sup> , and 45 <sup>0</sup> .	
4	Box culvert with and without earth cushion	All combinations of Single cell box culverts ranging from 2mx2m to 8mx7m, double cell box culverts ranging from 2mx2m to 3mx3m and triple cell box culverts ranging from 2mx2m to 3mx3m	Right angle and skew angle of 15 <sup>0</sup> , 20 <sup>0</sup> , 30 <sup>0</sup> , 40 <sup>0</sup> , and 45 <sup>0</sup> .	
5	Steel Plate/ Steel Box girder and RCC deck slab/ other material slab.	20 to 44 m at an interval of 4 m for plate girder option and 32 to 60 m at an interval of 4 m for box girder option.	Right angle and skew angles of 15 <sup>0</sup> , 20 <sup>0</sup> , 30 <sup>0</sup> , 40 <sup>0</sup> , and 45 <sup>0</sup> .	<b>Package No. 3</b>

2. To participate in the aforesaid process, the applicants shall have to pay Rs. 5,000 towards the fee for RFP document (non-refundable) in the form of Demand Draft issued from the scheduled commercial bank in India in favour of 'Pay and Account Officer, MoRT&H', payable at New Delhi and necessary cost inclusive of all taxes towards tender processing fees to e-procurement agency.

3. RFP document can be viewed/downloaded free of cost from Central public procurement portal (CPPP) (<https://eprocure.gov.in>) from **31-01-2019 to 18-03-2019 (upto 11.00 hrs IST)** and tender may be submitted online following the instruction appearing on the screen. The RFP Document will also be available free of cost on MoRT&H website (<http://www.morth.nic.in>) with effect from **31-01-2019**.

4. **The RFP has also been uploaded on "INFRACON"** ([www.infracon.nic.in](http://www.infracon.nic.in)). As such before submitting the proposal the Consultant shall mandatorily register and enlist themselves (the firm and all key personnel), on the MoRTH portal "INFRACON" and furnish registration details along with its RFP.

5. All the bidders registered on Infracon shall form a Team on Infracon and which would be assigned unique Infracon Team ID. Bidders while submitting the proposal shall quote the Infracon Team ID.

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

i) Application Documents available on website	<b>31-01-2019 (15:30Hrs) to 18-03-2019 (13:00 Hrs)</b>
ii) Last date of receipt of queries at MoRT&H :	<b>14-02-2019 (11:00 hrs)</b>
iii) Last date of submission of bids (online and hard copy) :	<b>18-03-2019 (13:00 hrs)</b>
iv) Date of opening of bids:	<b>19-03-2019 (15:00 hrs)</b>

Chief Engineer Standards & Research (Pavements & Bridges)  
Ministry of Road Transport & Highways,  
Room No. 341, 1, Parliament Street  
Transport Bhawan, New Delhi-110001.  
Email: Sanjeev.kumar69@nic.in

## **Letter of Invitation (LOI)**

RW/NH-34049/3/2008-S&R (B)

Dated: 31<sup>st</sup> Jan 2019

Dear Sir,

**Sub: Consultancy Services for Development of Standard Designs and Plans for various types of Bridge Superstructures based on Limit State Method (Package-1 & package-3)**

### **1. Introduction**

- 1.1 The Ministry of Road Transport & Highways (MORT&H), New Delhi is responsible for the development, maintenance and management of National Highways and for matters connected or incidental thereto. Proposals are invited by MORT&H for standard designs and plans for various types of bridge superstructures based on Limit State Method (Package-1 & 3). The Government academic/Government research institutions may also participate in the bidding process.
- 1.2 A brief description of the assignment and its objectives are given in the Appendix-I, “*Terms of Reference*”.
- 1.3 The MORT&H invites Proposals (the “**Proposals**”) *through e-tender* (on-line bid submission) for selection of Technical Consultant (the “**Consultant**”) who shall prepare Standard Designs and Plans for various types of bridge superstructures (please refer package list in **Annex-I**). Consultant or academic/research institution (henceforth both to be referred as “consultant” unless mentioned specifically) with “a different Team” may submit proposals for more than one package. However, the consultant is not allowed to bid for both packages with one team. ***In case of two separate team the consultant may be awarded both the packages, if the consultant is preferred H-1 bidder in both packages.*** Ministry will invite separate proposals for appointment of proof consultants for development of standard designs and plans for various types of bridge superstructures. Further, the packages for design consultancy shall be opened first and once a consultant individually or as JV is awarded work for design consultant, their financial bids for same package as proof consultant will not be opened. The proposal shall comprise “proof of eligibility (Part 1)” , “Technical Proposal (Part II)” & Financial proposal. Financial proposal is to be submitted separately. Financial proposal are only to be submitted online and no hard copy of the financial proposal should be submitted.
- 1.4 The consultants shall submit proposals either in sole capacity or in JV or in Association. Joint Venture/Association shall not have more than two firms. Any entity which has been barred by the Ministry of Road Transport and Highways (MORTH) or its implementing agencies for the works of Expressways, National Highways, ISC and EI Works and the bar subsists as on the date of application, would not be eligible to submit the bid, either individually or as a member of a Joint Venture.
- 1.5 Deleted.
- 1.6 Financial Proposals will be opened only for the firms found to be eligible and scoring qualifying marks in accordance with Para 5 hereof. The consultancy services will be awarded

to the highest ranking consultant on the basis of Quality and Cost.

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

- 1.8 The proposals must be properly signed as detailed below:

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

- 1.8.2 In case a Joint Venture/Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100, signed by all firms to the joint venture confirming the following therein:

- i. *Date and place of signing*
- ii. *Purpose of Joint Venture/Association (must include the details of contract works for which the joint venture has been invited to bid)*
- iii. *A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment. Name of Lead Firm and other partner of JV should be clearly defined in the MOU*
- iv. *Delineation of duties/ responsibilities and scope of work to be undertaken by each firm along with resources committed by each partner of the JV/Association for the proposed services*
- v. *An undertaking that the JV firms are jointly and severally liable to the Employer for the performance of the services*
- vi. *The authorized representative of the joint venture/Association*

*The Association firm shall give a Letter of Association, MOU as in i) to vi above except v, letter of Authorization, copies of GPA/SPA for the person signing the documents and a certificate of incorporation.*

- 1.8.3 In case of Joint venture, one of the firms which preferably have relatively higher experience, will act as the lead firm representing the Joint Venture. The duties, responsibilities and powers of such lead firm shall be specifically included in the MOU /agreement. It is expected that the lead partner would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Joint Venture. Payment to be made to the JV can also be made to the account of the JV.
- 1.8.4 A firm can bid for a project either as a sole consultant or in the form of joint venture with other consultant or in association with any other consultant. However, alternative proposals i.e. one as sole or in JV with other consultant and another in association / JV with any other consultant for the same package will be summarily rejected. In such cases, all the involved

proposals shall be rejected.

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

#### **1.10 Bid Security**

1.10.1 The applicant shall furnish as part of its Proposal, a Bid Security of Rs 2,00,000 ( Rupees two lakhs only) in the form of a Bank Guarantee issued by one of the Nationalized/Scheduled Commercial Banks in India in favour of the Pay and Account Officer, MORT&H payable at New Delhi (the “Bid Security”) **valid for a minimum period of 150 days (i.e.30 days beyond the validity of the bid) from the last date of submission of proposals.** This Bid Security is returnable not later than 30 (thirty) days from the date of Opening of the Financial proposals except in case of the two highest ranked Applicants. Bid Security of the Selected Applicant and the Second ranked Team shall be returned, upon the Selected Applicant signing the Agreement.

1.10.2 Any Bid not accompanied by the Bid Security of the required value and minimum required validity shall be rejected by the Authority as non-responsive.

1.10.3 The MORT&H shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

1.10.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the MORT&H any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia* the time, cost and effort of the MORT&H in regard to RFP including the consideration and evaluation of the Proposal under the following conditions:

(a) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time

(b) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Para 6

(c) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement

## **2 Documents**

2.1 To enable you to prepare a proposal, please find and use the attached documents listed in the Data Sheet.

2.2 Consultants requiring a clarification of the documents must notify the Client, in writing, by **14-02-2019 at 11.00 hrs (IST)**. Any request for clarification in writing or by tele- fax/e- mail must be sent to the Client’s address indicated in the Data Sheet. The Client will upload replies to pre-bid queries on its website.

2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify



the Documents by amendment or corrigendum. The amendment will be uploaded on MORT&H website. The Client may at its discretion extend the deadline for the submission of proposals and the same shall also be uploaded on MORT&H website.

### 3. Preparation of Proposal

The proposal must be prepared in three parts viz.,

Part 1: Proof of Eligibility

Part 2: Technical Proposal

Part 3: Financial Proposal

- 3.1.1 The minimum essential requirement in respect of eligibility has been mentioned in the RFP that only Government Academic/ Research institutions and Consultants need only apply. The following documents must be furnished in support of proof of eligibility as per Formats given in Appendix-II:

- (i) **Forwarding letter for Proof of Eligibility in the Form-E1.**
- (ii) **Firm's relevant experience and performance for the last 5 years:** Project sheets in support of relevant experience as per Form-E2/T3 supported by the experience certificates from clients in support of experience as specified in data sheet for the project size preferably in terrain of similar nature as that of proposed project shall be submitted. Certificate should indicate clearly the firm's Design experience in bridges. Scope of services rendered by the firm should be clearly indicated in the certificate obtained from the client. The information given in Form E2/T3 shall also be considered as part of Technical Proposal and shall be evaluated accordingly. The Consultants are therefore advised to see carefully the evaluation criteria for Technical Proposal and submit the Project Sheets accordingly.
- (iii) **Firm's turnover for the last 5 years:** A tabular statement as in Form E3 showing the turnover of the applicant firm(s) for the last five years beginning with the last financial year certified by the Chartered Account along with certified copies of the audit reports shall be submitted in support of the turnover.
- (iv) **Document fee:** The fee for the document amounting to Rs. 5,000 (Rupees Five Thousand only) in the form of Demand Draft in favour of the Pay and Account Officer, **MORT&H** payable at New Delhi must be furnished in a separate envelope while submitting the proposal.
- (v) **Bid Security:** Bank Guarantee in support of bid security for an amount specified in Data Sheet and having validity for a minimum period of 150 days (i.e.30 days beyond the validity of the bid), from the last date of submission of proposals in the Form E4.
- (vi) Power of Attorney on a stamp paper of Rs.100 and duly notarized authorizing to submit the proposal

- (vii) In case a Joint Venture/Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100, signed by all firms to the joint venture/Association as detailed at para 1.8.2 above

3.1.2 The proposal found deficient in any respect of these requirements will not be considered for further evaluation.

### **3.2 Technical Proposal**

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

**3.2.2 Total assignment period is as indicated in the enclosed TOR (Appendix I). It is stressed that the time period for the assignment indicated in the TOR should be strictly adhered to.**

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

- i) Forwarding letter for Technical proposal duly signed by the authorized person on behalf of the bidder, as in Form-T-1
- ii) Details of projects for which Technical and Financial Proposals have been submitted by a Consultant with a particular Team as in Form-T-2
- iii) Firm's references - Relevant Services carried out in the last five years as per Form- E2/T-3. This information submitted as part of Proof of Eligibility shall be evaluated and need not be submitted again as a part of the Technical proposal
- iv) Comments on Terms of Reference: limited to two A4 size pages in 1.5 space and 12 font (Form-T-5).
- v) The composition of the proposed Team and Task Assignment to individual personnel: Maximum three pages (Form-T-6).
- vi) Proposed methodology for the execution of the services illustrated with bar charts of activities, including any change proposed in the methodology of services indicated in the TOR, and procedure for quality assurance: Maximum 4 pages (Form-T-7). In case the consultant envisages outsourcing any or all of the above services to the expert agencies, the details of the same indicating the arrangement made with the agencies need to be furnished. These agencies would however, be subject to approval of the client to ensure quality input by such agencies during technical negotiation before award of the work. For out-sourced services, proposed firms/consultants should have such experience on similar projects.
- vii) Details of office equipment and software owned by the firm in Form-T10
- viii) CVs of Key Personnel in Form-T11.

### 3.2.4 CVs of Key Persons:

- i) *The CVs of the key personnel in the format as per Form T-11 is to be furnished. It may please be ensured that the format is strictly followed and the information furnished therein is true and correct. The CV must indicate the work in hand and the duration till which the person will be required to be engaged in that assignment. Experience certificates shall also be submitted. If any information is found incorrect, at any stage, action including termination and debarment from future MORT&H projects upto 2 years may be taken by MORT&H on the personnel and the Firm.*
- ii. *No alternative to key personnel may be proposed and only one CV may be submitted for each position. The minimum requirements of Qualification and Experience of all key personnel are listed in Para 6 of TOR (**Appendix-I**). CV of a person who does not meet the minimum experience requirement as given at para 6 of TOR shall be evaluated and the marks obtained shall be taken into consideration during evaluation of Technical Proposal (except Team leader). However if a firm with such key personnel is declared the “most preferred bidder” for a particular package, such key personnel should be replaced at the time of Contract Negotiations with a person meeting requirements of Qualification and Experience as given at para 6 of TOR and whose CV secures 75 % marks and above. If a proposed key personnel does not possess the minimum (essential) educational qualification as given at 6 of TOR, Zero marks shall be assigned to such CV and such CV shall not be evaluated further. **The CV of the proposed Team Leader should score at least 75 % marks otherwise the entire proposal shall be considered to have failed in the evaluation of Technical Proposals and shall not be considered for opening of Financial Proposals.***
- iii. *All key personnel should be available from beginning of the project. **If same CV is submitted by two or more firms, zero marks shall be given for such CV for all the firms.***
- iv. *The availability of key personnel must be ensured for the duration of the project as per proposed work programme. If a firm claims that a key personnel proposed by them is a permanent employee of the firm ( the personnel should have worked in the firm continuously for a period of at least 1 year) , a certificate to the effect along with **pay slips are required to be submitted.***
- v. *The age limit for all key personnel is 70 years as on the date of bid submission. The proof of age and qualification of the key personnel must be furnished in the technical proposal.*
- vi. *An undertaking from the key personnel must be furnished that he/she will be available for entire duration of the project assignment and will not engage himself/herself in any other assignment during the currency of his/her assignment on the project. After the award of work, in case of non-availability of key personnel in spite of his/her declaration, he/she shall be debarred for a period of two years for all projects of MORT&H*
- vii. *Age limit for supporting staff to be deployed on project is 65 years as on the date of bid submission.*

- viii. *A good working knowledge of English Language is essential for key professional staff on this assignment. Study reports must be in English Language.*
- ix. *Photo, contact address and phone/mobile number of key personnel should be furnished in the CV.*
- xii. *In case a firm is proposing key personnel from educational/research institutions, a ‘**No Objection Certificate**’ from the concerned institution should be enclosed with the CV of the proposed key personnel committing his services for the instant project.*
- xiii) *Original Curriculum Vitae (CV) and photocopies of certificates shall be recently signed in blue ink by the proposed key professional staff on each page and also initialed by an authorized official of the Firm and each page of the CV must be signed. The key information shall be as per the format. Photocopy of the CVs will not be accepted. Unsigned copies of CVs shall be rejected.*

3.2.5 The technical proposal must not include any financial information.

### **3.3 Financial Proposal**

**3.3.1** The Financial proposal should include the costs associated with the assignment. These shall normally cover: remuneration for staff (foreign and local), equipment, printing of documents, etc. This cost should be broken down into foreign and local costs. Your financial proposal should be prepared strictly using, the formats attached in **Appendix –**

**IV.** Your financial proposal should clearly indicate the amount asked for by you without any assumptions of conditions attached to such amounts. Conditional offer or the proposal not furnished in the format attached in *Appendix-IV* shall be considered non- responsive and is liable to be rejected.

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

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

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

## **4 Submission of Proposals**

4.1 The Applicants shall submit the proposal (Proof of Eligibility and Technical Proposal) in hard bound form with all pages numbered serially and by giving an index of submissions. Applications submitted in other forms like spiral bound form; loose form etc. shall be rejected. Copies of Applications shall not be submitted and considered. A consultant can apply for a particular package with one team only. The packages for which a consultant with “a Particular Team” applies should be clearly mentioned in their proposal. The proposal

shall comprise “proof of eligibility (Part 1)” ,“Technical Proposal (Part II)” & Financial proposal. Financial proposal is to be submitted separately. Financial proposal are only to be submitted online and no hard copy of the financial proposal should be submitted.

- 4.2 You must submit original proposal as indicated in the Data Sheet. “Proof of Eligibility” in original and hard bound should be enclosed in an envelope which should be marked as “Part-I – Proof of Eligibility”. Similarly, “Technical Proposal” in original and hard bound should be enclosed in an envelope which should be marked as “Part-II –Technical Proposal” The proposal will be sealed in an outer envelope which will bear the address and information indicated in the Data Sheet and shall be submitted to MORT&H on or before the deadline for submission of bids. The envelope must be clearly marked:

**Consultancy Package Nos. .... Project Name .....**

**Do not open, except in presence of the evaluation committee**

- 4.2.1 This outer envelope will contain three separate envelopes. The first envelope containing “Proof of Eligibility” (which should be clearly marked), the second envelope containing “Technical Proposal” (which should be clearly marked) and the third envelope containing a demand draft of Rs. 5,000/- (cost of RFP) and Bid Security of required amount and validity as mentioned in the RFP. Separate DD @ Rs. 5000/- & Bid security @ 2,00,000/- shall be submitted for each packages, if applied in both the packages
- 4.2.2 The proposal must be prepared in indelible ink and must be signed by the authorized representative of the consultants. The letter of authorization must be confirmed by a written power of attorney accompanying the proposals. All pages of the Proof of Eligibility and Technical Proposal must be initialed by the person or persons signing the proposal.
- 4.3 The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.
- 4.4 Your completed Proof of eligibility and Technical proposal (in hard copy) must be delivered on or before the time and date at the address stated in Data Sheet. Proof of Eligibility, Technical Proposal and Financial Proposal for each package shall have to be submitted online also on or before the time and date at the address stated in Data Sheet
- 4.5 Your proposal must be valid for the number of days stated in the Data Sheet from the closing date of submission of proposal.

## **5 Proposal Evaluation**

- 5.1 The proposals would be evaluated by a Committee constituted by MORT&H. A three- stage procedure will be adopted in evaluating the proposal. In the first stage- Proof of Eligibility, it will be examined as to whether:

i) The proposal is accompanied by Document fee

- ii) The Proposal is accompanied by Bid Security of required value and of validity equal or more than the minimum required validity
- iii) The firms(s) have required experience
- iv) The firms(s) have required turnover
- v) The documents in support of Eligibility criteria is furnished
- vi) The documents are properly signed by the authorized signatories and whether the proposal contains proper POA as mentioned at para 1.8.1 above
- vii) The proposals have been received on or before the dead line of submission.
- viii) In case a Joint Venture/Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) on a stamp paper of Rs.100, signed by all firms to the joint venture/Association as detailed at para 1.8.2 above

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

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

- 5.2 In the second stage the Technical proposal shall be evaluated as per the detailed evaluation criteria given in Data Sheet.

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

### 5.3 Evaluation of Financial Proposal

- 5.3.1 In case for a particular package, only one firm is eligible for opening of Financial Proposals, the decision of opening of financial proposal and further the evaluation & award or otherwise would be taken by the MoRT&H. For financial evaluation, total cost of financial proposal excluding Service Tax/ GST shall be considered. Service Tax/GST shall be payable extra.
- 5.3.2 The Evaluation Committee will determine whether the submitted Financial Proposal is complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Consultant shall, however, be required to carry out such obligations without any additional compensation.) and without computational error. In case under such

circumstances, if Client feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.

5.3.3 Deleted.

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

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

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

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

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

Where,

S= Combined Score,

ST= Technical Score out of 100

SF= Financial Score out of 100

T and f are values of weightage for technical and financial proposals respectively as given in the Data Sheet.

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

5.6 Deleted.

## **6 Negotiations**

6.1 Prior to the expiration period of proposal validity, the Client will notify the most preferred Consultant/Bidder i.e. the highest ranking consultant in writing by registered letter, e-mail, or facsimile and invite him to negotiate the Contract.

**6.2 Before the start of negotiations, the most preferred Consultant/Bidder (H-1) shall be asked to give justification for the cost quoted by them to the full satisfaction of MORT&H.**

Each key personnel of the preferred consultant shall be called for interview at the time of negotiation at the cost of consultant before the award of work.

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

- 6.4 Negotiations will commence with discussion on technical proposal, the proposed methodology (work plan), staffing and any suggestions made to improve the TOR, the staffing and bar charts, which will indicate activities, periods in the field and in the home office, staff months, logistics and reporting. The financial proposal is subject to rationalization. Special attention will be paid to optimize the required outputs from the Consultants within the available budget and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 6.5 Changes agreed upon will then be reflected in the financial proposal using proposed unit rates.
- 6.6 Having selected Consultants, among other things, on the basis of an evaluation of proposed key professional staff, the Client expects to negotiate, within the proposal validity period, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurances that the staff will be actually available. **The Client may ask to give a replacement for the key professional who has scored less than 75% marks by a person of at least 75% score. No reduction in remuneration would be made on account of above change.**

The Client will not consider substitutions during contract negotiations except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The client will not consider substitutions during contract negotiations/ contract implementation except under exceptional circumstances. For the reason other than death/ extreme medical ground, where replacement is proposed by the Consultant due to non availability of the originally proposed key personnel or in cases where

replacement has become necessary as a key personnel proposed by the Consultant has been found to be unsuitable for the project by MORT&H during contract negotiations / contract implementation , the following shall apply (i) for total replacement upto 33% of key personnel, remuneration shall be reduced by 5% (ii) for total replacement between 33% to 50%, remuneration shall be reduced by 10% (iii) for total replacement beyond 50% and 66% remuneration shall be reduced by 15% (iv) for total replacement beyond 66% of the total key personnel, the Client may initiate action for debarment of such consultant for future projects of MORT&H for a period of 6 months to 24 months. **If for any reason beyond the reasonable control of the consultants, it becomes necessary to replace any of the personnel, the consultants shall forthwith provide as a replacement a person of equivalent or better qualification and experience.**

- 6.7 The negotiations will be concluded with a review of the draft Contract Agreement attached at Appendix-V. The Client and the Consultants will finalize the contract to conclude negotiations.
- 6.8 If a Consultant fails to conclude the negotiations with MORT&H or in case a consultant withdraws without starting / completing the negotiations with MORT&H, it shall attract penalty – encashment of Bid Security submitted by the Consultant

## **7 Performance Security**

The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an



unconditional Bank Guarantee from a Nationalised Bank, IDBI or ICICI/ICICI Bank/Foreign Bank/EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalised Bank in India. In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JVs for an amount equivalent to **10 %** of the total contract value to be received by him towards Performance Security valid for a period of **three years** beyond the date of completion of services, or end of civil works contract, whichever earlier. **The Bank Guarantee will be released by MORT&H upon expiry of 3 years beyond the date of completion of services, or end of civil works contract, whichever earlier, provided rectification of errors if any, found during implementation of the contract for civil work and satisfactory report by MORT&H in this regard is issued.** If a Consultant fails to submit the Performance Security (as specified above), it shall attract penalty – encashment of Bid Security submitted by the Consultant

## **8. Penalty**

The consultant will indemnify for any direct loss or damage that accrue due to deficiency in services in preparation of Ministry's standard design and plans. Penalty shall be imposed on the consultants for poor performance/deficiency in service as expected from the consultant and as stated in General Conditions of Contract.

## **9. Award of Contract**

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

## **10. Signing of Contract Agreement**

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

- 11.** The Client shall keep the bidders informed during the entire bidding process and shall host the following information on its website:

- i) Notice Inviting Tender (NIT)
- ii) Request For Proposal (RFP)
- iii) Replies to pre-bid queries, if any

- iv) Amendments / corrigendum to RFP
- v) List of bidders who submitted the bids up to the deadline of submission
- vi) List of bidders who did not pass the eligibility requirements, stating the broad deficiencies
- vii) List of bidders who did not pass the Technical Evaluation stating the reasons.
- viii) List of bidders along with the technical score, who qualified for opening the financial bid
- ix) Final Score of qualified bidders
- x) Name of the bidders who is awarded the Contract

## **12. Confirmation**

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

Thanking you.

**Encl. as above**

Yours sincerely,

Shri Sanjeev Kumar  
Chief Engineer, S&R (Pavements & Bridges)  
Ministry of Road Transport and Highways  
1, Parliament Street, Transport Bhavan,  
New Delhi.

## **DATA SHEET**

(References to corresponding paragraphs of LOI are mentioned alongside)

- 1. The Name of the Assignment and description of project as mentioned in Annex-I**  
(Ref. Para 1.1 & 1.2)

(The Name of project and Package No. should be indicated in the format given in the technical proposal)

- 2. The name of the Client is :** Chief Engineer, S&R (Pavements & Bridges), MORT&H

- 3. Duration of the Project –** 9 months

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

**Date:** 14-02-2019

**Time:** 11.00 AM

**Venue:** Room No. 341, Transport Bhawan, 1  
Parliament Street,  
New Delhi -110001 (Ref. Para 1.9)

- 5. The Documents are:**

i. Appendix-I:	Terms of Reference (TOR)	
ii) Appendix-II	Formats for Proof of Eligibility	
iii. Appendix-III:	Formats for Technical Proposal	
iv. Appendix-IV:	Formats for Financial Proposal	
v. Appendix -VI	Draft Contract Agreement	(Ref. Para 2.1)

- 6. Bid Security: Rs 2.0 Lakhs** (Ref Para 1.10)

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

(i). The Consultants and their personnel shall pay all taxes (including service tax/ GST), custom duties, fees, levies and other impositions levied under the laws prevailing seven days before the last date of submission of the bids. The effects of any increase / decrease of any type of taxes levied by the Government shall be borne by the Client / Consultant, as appropriate.

(ii). Limitations of the Consultant's Liability towards the Client shall be as per Clause 3.4 of Draft Contract Agreement

(iii). The risk and coverage shall be as per Clause 3.5 of Draft Contract Agreement.

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

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

Chief Engineer, S&R (Pavements & Bridges),  
Ministry of Road Transport and Highways,  
Transport Bhawan, 1 Parliament Street, New  
Delhi – 110001.

The envelopes must be clearly marked:

- i. Original Proposal;
- ii. Documents in proof of eligibility and technical proposal as appropriate; and,
- iii. Do not open, except in presence of the evaluation committee on the outer envelope.
- iv. Consultancy Package No. :-----
- v. Project Name: -----
- vi. Name and Address of Consultant

**10.** The date, time and Address of proposal submission are

<b>Date</b>	<b>18-03-2019</b>
<b>Time</b>	<b>13.00 PM</b>
<b>Address</b>	<b>Chief Engineer, S&amp;R (Pavements &amp; Bridges), Transport Bhawan, 1 Parliament Street, New Delhi – 110001.</b>

(Ref. Para 4.4)

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

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

- 12.1 First stage evaluation** – eligibility requirement – Only Government Academic/Research Institutions and Consultants need only apply. The additional minimum eligibility requirements for Consultants are provided in **Table 1**.

(Ref. Para 3.1 & 5.1)

**Table-1: Minimum Eligibility Requirements for consultants and academic/research institutions**

S.No.	Minimum experience and performance of Preparation of DPR of Highways / Bridges in the last 5 years(NH/SH/Equivalent) (for past performance attach undertaking for any litigation history/ and arbitration).	Annual average turnover
1	<p>A Firm applying for a package should have an Experience of preparation of at least one Detailed Project having length of 50 km and at least two major bridge having span of 40 m.</p> <p><b>Note: The experience of a firm in preparation DPR for a private concessionaire/contractor not be considered</b></p>	<p>Annual average turnover for last 5 years of the firm should be equal to or more than <b>Rs. 1.00 Crore.</b></p>
2	A research /academic institution applying for a package should have minimum of one Professor or equivalent as Team Leader cum Bridge Engineer and one Professor or equivalent as Senior Bridge Engineer	The turnover criteria for academic/research institutions is NIL

- i) The sole applicant shall fulfill all the requirements given in Table-1.
- (ii) In case of JV, the Lead Partner should fulfill at least 75% of all eligibility requirements and the other partner shall fulfill at least 50% of all eligibility requirements.
- (iii) If the applicant firm has / have prepared the DPR/FS projects solely on its own, 100% weightage shall be given. If the applicant firm has prepared the DPR/FS projects as a lead partner in a JV, 75% weightage shall be given. If the applicant firm have prepared the DPR projects as the other partner (not lead partner) in a JV 50% weightage shall be given. If the applicant firm have prepared the DPR/FS projects as an associate, 25% weightage shall be given.

## 12.2 Second stage technical evaluation (Refer 5.2)

The technical bids will be evaluated as per the criteria given below:

- (a) Firm's relevant experience 24 marks
- (b) Approach and methodology 6 marks
- (c) Qualification and relevant experience 65 marks  
of key personnel with break up as under
  - (a) Team leader cum bridge engineer - 30 marks
  - (b) Senior Bridge Engineer - 20 marks
  - (c) Bridge Engineer - 15 marks
- (d) Office facilities required  
For completion of services 05 marks

Evaluation Criteria & Point system for evaluation of Technical Proposals.

The number of points assigned to each of the evaluation criteria are:

### (a) Sub criteria for Specific Experience of the firm related to the assignment (Total 24 Marks):

S.No.	Description	Max Marks
1	<p>(a) Experience in preparation of Ministry's or any other equivalent organization's Standard Drawings and Plans for RCC/PSC/ Steel etc. bridges for different span length. (6 marks per organization with minimum at least 10 different span, maximum marks 12)</p> <p><b>AND/OR</b></p> <p>Experience in preparation of Design, Drawings and Plans for RCC/PSC/ Steel etc. bridges with overall length greater than 60m and at least one span of 40m. (2 Marks/ assignment) (maximum 12 marks)</p> <p>(b) Experience in preparation of Detailed Project preparation for all types of bridges with innovative design such as cable stayed suspension bridge, extra dosed etc. (3 Marks/ assignment) (maximum 6 marks)</p>	<p>12</p> <p>6</p>
2	Experience in proof checking number of major bridge works and at least one span greater than 40m (2 mark per assignment)	6
	<b>Total</b>	<b>24</b>

**Note:**

1. One assignment/ work completed by the bidder will be considered only once for evaluation.
2. Works completed in last 5 year will only be considered for evaluation.

**(b) Sub-Criteria for approach and methodology (Total 6 Marks):**

S. No.	Description	Marks
1	Comments /Suggestions on TOR	2
2	Quality of Approach and Methodology.	4
	<b>Total</b>	<b>6</b>

**(c) Sub-criteria for Qualifications and competence of the key staff for the Assignment. The weightage for various key personnel (Total 65 Marks) :**

S. No.	Key Personnel	Marks
1	Team Leader cum bridge engineer	30
2	Senior Bridge Engineer ( 1nos)	20
3	Bridge Engineer (1 Nos)	15
	<b>Total</b>	<b>65</b>

**(I) Sub-criteria for qualification of key staff\* is as mentioned below:**

S. No.	Description	Marks (%)
1	General Qualification	25
2	Adequacy for the Assignment.	70
3	Period of regular employment with the firm.	5
	<b>Total (%)</b>	<b>100</b>

**(a) Sub Criteria for General Qualification**

S. No	Qualification	Marks
1	Educational Qualification	10
2	Professional Experience	10
3	Training, publication etc.	5
	<b>Total</b>	<b>25</b>

(a)(i) Sub-criteria for Educational Qualification is as mentioned below:

Staff Position	Qualification	Mark
Team Leader cum bridge engineer	BE/BTech in Civil Engineering	7
	MTech/ME in Structural Engineering or equivalent	10
Senior Bridge Engineer-	BE/BTech in Civil Engineering	7
	MTech/ME in Structural Engineering or equivalent	10
Bridge Engineer-	BE/BTech in Civil Engineering	7
	MTech/ME in Structural Engineering or equivalent	10

(a)(ii) Sub-criteria for Professional Experience is as mentioned below:

S. No	Staff Position	Professional Experience (years)	Marks
1	Team Leader cum bridge engineer (with minimum experience of 15 years)	>20	10
		17-20	9
		15-17	8
		<15	0
2	Senior Bridge Engineer (with minimum experience of 12 years)	>16	10
		14-16	9
		12-14	8
		<12	0
3	Bridge Engineer (with minimum experience of 10 years)	>14	10
		12-14	9
		10-12	8
		<10	0

(a)(iii) Sub Criteria for Training, publication etc.- (Maximum 5 Mark):-

Key professional who served at least for minimum three years as a member in the technical committees/sub-committees of the Indian Roads Congress/other equivalent International body in formulation of bridge codes or whose technical article has been published (assigning two marks for each paper/publication/ Committee) will be given 5 marks.



(b) Sub-criteria for **Adequacy for the Assignment** is as mentioned below:

**Package (I)**

**1. Team Leader cum Senior Bridge Engineer**

S.No.	Description of Experience	Essential requirements	Max. marks
1	Experience in preparation of Design, Drawings and Plans for RCC/PSC/Steel etc. bridges with overall length greater than 60m and at least one span of 40m in specific position of Team leader.	6 marks for each completed bridge structure	30
2	Experience in structural analysis and design of bridge structures of similar type bridge (PSC voided slab/RCC voided slab) of any span either in isolation or as a part of highway project	5 marks for each completed bridge structure	20
3	Experience in preparation of Detailed Project preparation for all types of bridges with innovative design such as cable stayed suspension bridge, extra dosed etc.	10 marks for each completed bridge structure	20
Total			70

**2. Senior Bridge Engineer/Bridge Engineer**

S.No.	Description of Experience	Essential requirements	Max. marks
1	Experience in preparation of Design, Drawings and Plans for RCC/PSC/Steel etc. bridges with overall length greater than 60m and at least one span of 40m in similar position.	6 marks for each completed bridge structure	30
2	Experience in structural analysis and design of bridge structures of similar type bridge (PSC voided slab/RCC voided slab) of any span either in isolation or as a part of highway project	4 marks for each completed bridge structure	20
3	Experience in preparation of Detailed Project preparation for all types of bridges with innovative design such as cable stayed suspension bridge, extra dosed etc.	10 marks for each completed bridge structure	20
Total			70

**Package (III)****1. Team Leader cum Senior Bridge Engineer**

<b>S.No.</b>	<b>Description of Experience</b>	<b>Essential requirements</b>	<b>Max. marks</b>
1	Experience in preparation of Design, Drawings and Plans for RCC/PSC/ Steel etc. bridges with overall length greater than 60m and at least one span of 40m in specific position of Team leader.	6 marks for each completed bridge structure	30
2	Experience in structural analysis and design of Steel plate/ steel Box girder bridge of span greater than or equal to 40m span either in isolation or as a part of highway project	5 marks for each completed bridge structure	20
3	Experience in preparation of Detailed Project preparation for all types of bridges with innovative design such as cable stayed suspension bridge, extra dosed etc.	10 marks for each completed bridge structure	20
Total			70

**2. Senior Bridge Engineer/Bridge Engineer**

<b>S.No.</b>	<b>Description of Experience</b>	<b>Essential requirements</b>	<b>Max. marks</b>
1	Experience in preparation of Design, Drawings and Plans for RCC/PSC/ Steel etc. bridges with overall length greater than 60m and at least one span of 40m in similar position.	6 marks for each completed bridge structure	30
2	Experience in structural analysis and design of Steel plate/ steel Box girder bridge of span greater than or equal to 40m span either in isolation or as a part of highway project	4 marks for each completed bridge structure	20
3	Experience in preparation of Detailed Project preparation for all types of bridges with innovative design such as cable stayed suspension bridge, extra dosed etc.	10 marks for each completed bridge structure	20
Total			70

(c) Sub-criteria for Employment with the firm is as mentioned below:

Criteria	Marks
Employed for more than 3 years	5
Employed for 1 to 3 years	3
Employed for less than one year	1

(d) Sub-Criteria for Office facilities required for completion of services

Criteria	Marks
Availability of one Bridge Design Software (STAAD Pro, SAP, RM etc) including Computer and printer	5
Note: The bidder shall submit Undertaking regarding Availability of Bridge Design Software (STAAD Pro, SAP, RM etc) including Computer and	

**12.3 The Consultant should carryout self-evaluation based on the evaluation criteria mentioned above. While submitting the self-evaluation along with bid, Consultant shall make references to the documents submitted in their proposal which have been relied upon in self-evaluation. Result of technical evaluation shall be made available on the website giving opportunity to the bidders to respond within 7 days in case they have any objection**

#### **12.4 Third stage – Evaluation of Financial proposal**

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

The consultancy services will be awarded to the consultant scoring highest marks in combined evaluation of Technical and Financial proposals in accordance with clause 1.3 and 5.4 hereof. The Factors are:

The weight given to Technical Proposal (T) = **0.80**

The weight given to Financial Proposal (f) = **0.20**

13. The common currency is **“Indian Rupee”**. (Ref. Para 3.3.3)

**Consultant have to quote in Rupees both for domestic Consultant as well as Foreign Consultants**

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

**Details of Packages**

<b>DESIGN CONSULTANCY PACKAGES</b>				
<b>S. No.</b>	<b>Type of Super-structure</b>	<b>Effective Spans</b>	<b>Skew &amp; Right angle</b>	<b>Package Nos.</b>
1	RCC Solid slab	3 to 12 m at the interval of 1 m	Right angle and skew angles of 15 <sup>0</sup> , 20 <sup>0</sup> , 30 <sup>0</sup> , 40 <sup>0</sup> , and 45 <sup>0</sup> .	<b>Package No. 1</b>
2	RCC voided slab	10 to 24 m at the interval of 2 m	Right angle and skew angles of 15 <sup>0</sup> , 20 <sup>0</sup> , 30 <sup>0</sup> , 40 <sup>0</sup> , and 45 <sup>0</sup> .	
3	PSC voided slab	18 to 36 m. at the interval of 2 m	Right angle and skew angles of 15 <sup>0</sup> , 20 <sup>0</sup> , 30 <sup>0</sup> , 40 <sup>0</sup> , and 45 <sup>0</sup> .	
4	Box culvert with and without earth cushion	All combinations of Single cell box culverts ranging from 2mx2m to 8mx7m, double cell box culverts ranging from 2mx2m to 3mx3m and triple cell box culverts ranging from 2mx2m to 3mx3m	Right angle and skew angle of 15 <sup>0</sup> , 20 <sup>0</sup> , 30 <sup>0</sup> , 40 <sup>0</sup> , and 45 <sup>0</sup> .	
5	Steel Plate/ Steel Box girder and RCC deck slab/ other material slab.	20 to 44 m at an interval of 4 m for plate girder option and 32 to 60 m at an interval of 4 m for box girder option.	Right angle and skew angles of 15 <sup>0</sup> , 20 <sup>0</sup> , 30 <sup>0</sup> , 40 <sup>0</sup> , and 45 <sup>0</sup> .	<b>Package No. 3</b>

## **APPENDIX I**

### **TERMS OF REFERENCE (TOR)**

**Consultancy Services for Development of Standard Designs and Plans for various types of Bridge Superstructures based on Limit State Method**

## **TERMS OF REFERENCE FOR ENGAGEMENT OF DESIGN CONSULTANT**

- 1 Ministry of Road Transport & Highways has decided to revise the existing standard designs and plans as well as to evolve new standard designs and plans for various types of bridge superstructures for highways as listed in RFP document.

- 2 **Introduction:**

Ministry of Road Transport & Highways (MORT&H) (hereafter referred as Ministry) has decided to evolve Ministry's standard designs and plans for various types of bridge superstructures for two lane, four/six/eight lanes with divided carriageway on highways, as outlined under paragraph 4. Ministry's standard designs and plans for superstructure for highways need be developed in order to provide structurally optimized solution after catering the site-specific needs and thus, economize the overall project cost. These designs and plans should account the changes in the Ministry's policy guidelines in respect of width of bridges on National Highways and revision of IRC Codes from time to time keeping in view of following broad aspects:

- 2.1. Standard Drawing and Plans for bridges shall be prepared for plain/rolling highways having two lane, four/six/eight lane with divided carriageway and two lane hill roads.
- 2.2. Structural Design shall be done for 100 years service life as per Limit State Method based on latest IRC-5, IRC-6, IRC:78 and IRC:112 after following all other applicable latest Ministry/IRC/IS guidelines till last date of bid submission date.
- 2.3. The clear width of bridge will be equal to the carriageway width of adjacent approaches with overall deck width of bridge equal to roadway width of approaches subject to conformity of applicable Ministry/IRC guidelines or as decided by the Ministry.
- 2.4. Standard Drawing and Plans shall be prepared for 2 lane dual traffic direction with camber in both directions for two lane bridges and 2/3/4 lanes with unidirectional camber for 4/6/8 lane bridges.
- 2.5. All Standard Drawing and Plans shall be designed with footpath and without footpath condition.
- 2.6. Standard Drawing and Plans shall also contain structural modeling, design philosophy and design calculations (in excel form) amenable for hand calculations.
- 2.7. Design details for each type of superstructure in excel sheets, considering typical substructure and shallow/deep foundations, elaborating complete step by step design procedure should be submitted.

- 3 **Objective:**

The objective of this consultancy is to evolve Ministry's standard designs and plans for various types of bridge superstructures for two lane, four/six/eight lanes with divided carriageway as outlined under paragraph 4 in tune with the latest IRC code provisions/guidelines/manual and technical circulars issued by the Ministry, international design and construction practices, further development in technology in highway sector as applicable to the prevailing conditions in the country as broadly indicated in paragraph 2 and paragraph 4.

- 4 **Scope of work:**

The work of development of Ministry's standard designs and plans for highway bridges

consists of the following packages required to be designed for National Highways or any other highways in country in plain, rolling and hilly terrain. It includes inter-alia at least the following minimum technical parameters:

<b>DESIGN CONSULTANCY PACKAGES</b>				
<b>S. No.</b>	<b>Type of Super-structure</b>	<b>Effective Spans</b>	<b>Skew &amp; Right angle</b>	<b>Package Nos.</b>
1	RCC Solid slab	3 to 12 m at the interval of 1 m	Right angle and skew angles of 15 <sup>0</sup> , 20 <sup>0</sup> , 30 <sup>0</sup> , 40 <sup>0</sup> , and 45 <sup>0</sup> .	<b>Package No. 1</b>
2	RCC voided slab	10 to 24 m at the interval of 2 m	Right angle and skew angles of 15 <sup>0</sup> , 20 <sup>0</sup> , 30 <sup>0</sup> , 40 <sup>0</sup> , and 45 <sup>0</sup> .	
3	PSC voided slab	18 to 36 m. at the interval of 2 m	Right angle and skew angles of 15 <sup>0</sup> , 20 <sup>0</sup> , 30 <sup>0</sup> , 40 <sup>0</sup> , and 45 <sup>0</sup> .	
4	Box culvert with and without earth cushion	All combinations of Single cell box culverts ranging from 2mx2m to 8mx7m, double cell box culverts ranging from 2mx2m to 3mx3m and triple cell box culverts ranging from 2mx2m to 3mx3m	Right angle and skew angle of 15 <sup>0</sup> , 20 <sup>0</sup> , 30 <sup>0</sup> , 40 <sup>0</sup> , and 45 <sup>0</sup> .	
5	Steel Plate/ Steel Box girder and RCC deck slab/ other material slab.	20 to 44 m at an interval of 4 m for plate girder option and 32 to 60 m at an interval of 4 m for box girder option.	Right angle and skew angles of 15 <sup>0</sup> , 20 <sup>0</sup> , 30 <sup>0</sup> , 40 <sup>0</sup> , and 45 <sup>0</sup> .	<b>Package No. 3</b>

- 4.1. Ministry's standard designs and plans for bridges shall be prepared for plain/rolling highways having two lane, four/six/eight lanes with divided carriageway and two lane hill roads.
- 4.2. Structural Design shall be done for 100 years service life as per Limit State Method based on latest IRC-5, IRC-6, IRC:78 and IRC:112 after following all other applicable latest Ministry/IRC/IS guidelines till last date of bid submission date. Wherever, there is a variation between the Ministry's circulars and IRC Codes, Ministry's circular shall govern.

#### **4.3. Overall width of bridges:**

- 4.3.1. For bridges on 2 lane National Highways:** For two lane highway, the clear width of bridge will be equal to the carriageway width of approach road subject to the condition that the overall width of the bridge should not less than roadway width of the approaches as well as specified in IRC:SP:73. In all cases, the clear carriageway width will be taken 11.0 m. Thus, for two lane bridge in plain/rolling and hill terrain, the overall bridge width should be taken after duly considering the variation in the width of safety kerbs, crash barrier, bridge railing, footpath etc. as applicable for without and with footpaths condition, respectively and decided by Ministry
- 4.3.2. For bridges on National Highways having four lane or more:** The bridge width will be governed in general by IRC:84 for 4 lanning and IRC:87 for six lanning subject to any variation as approved by Ministry including cases for eight lans . In all cases, the clear carriageway width will be taken equal to number of lanes x 3.50 m + 3.00 m.
- 4.3.3.** Provision of crash barriers, safety kerbs and bridge railings shall be made as per extent guidelines of Ministry/IRC for all bridges or as decided by Ministry.
- 4.4.** All Standard Drawing and Plans shall be designed both for ‘with footpath’ and ‘without footpath condition’ for seismic zone III. All relevant changes in the structural design and detailings for seismic zones IV and V will also be tabulated in the standard drawing.
- 4.5.** Standard Drawing and Plans shall have different schedule of reinforcement steel for Fe 500, Fe 550 and Fe 600 as per IS:1786 as well as different concrete grades upto 4 higher grades from minimum prescribed concrete grade as applicable to that particular superstructure system type and exposure condition. Further, the grade for structural steel used for package-3 should be E350, E410, E550 and E650 as per IS-2062: 2011.
- 4.6.** All PSC Standard Drawing and Plans shall be designed for both one end prestressing and both end prestressing after duly considering the all applicable types of construction methodology and construction sequences
- 4.7.** Standard Drawing and Plans shall be designed for different durability conditions having same cross section but different schedule of reinforcement or materials for catering different durability condition i.e moderate, severe and very severe conditions.
- 4.8.** Complete details of structural modeling based on grillage analogy (3D) and finite element method (3D with appropriate element) shall be given for each type of superstructure along with their merits and de-merits.
- 4.9.** Standard Drawing and Plans shall also contain design philosophy, all design forces as required for all constituent superstructure elements and design calculations (in excel sheet). Analysis will be carried out accordingly for all approaches of construction methodology and construction sequences.
- 4.10.** Deleted.
- 4.11.** Standard Drawing and Plans should have options for different type of bearings, expansion joints, seismic devices, crash barrier (steel/RCC), bridge railing (steel/RCC), safety kerbs, footpath etc. appropriate for the superstructure type. Location of jacking points and details of approach slab need to be shown in the drawings.
- 4.12.** Preparation of relevant technical specifications for materials, construction and maintenances.
- 4.13.** Preparation of schedule of reinforcements, general notes, schedule of construction activities and precautionary measures etc.



- 4.14.** Preparation of maintenance manual for ensuring durability of bridge superstructures and design life of 100 years.
- 4.15.** Submission of list of quality control test required at field level along with acceptance criterion for finished products.
- 4.16.** Submission of list of quality control test required at field level along with test certificates required from steel section suppliers and fabricators for certification of works as required for package 3. Welding specification will also be submitted.
- 4.17.** Preparation of analysis of rates, Bill of Quantities and contract conditions etc.
- 4.18.** Estimation of all design forces coming from superstructure required for design of sub-structure and foundations.
- 4.19.** Notwithstanding the minimum details given above, the type of cross sections including the carriageway width, concrete grade, reinforcement steel grade, other technical parameters and design philosophy shall be decided by the Ministry on receipt of the detailed proposals from the Design Consultants and Proof Consultants.
- 4.20.** Complete design details for each type of superstructure, bearings, expansion joints, seismic devices, crash barrier (steel/RCC), railing (steel/RCC), safety kerbs, footpath etc. appropriate for each type of superstructure after considering typical substructure and shallow/deep foundations, elaborating complete step by step design procedure and all design forces as required for each constituent superstructure element should be submitted.
- 4.21.** Standard Working Drawings and Plans shall be prepared for the following structural superstructure element keeping in view the aesthetics of the element in particular and superstructure as a whole as per the design philosophy and methodology approved by Ministry.
- (i) Main superstructure,
  - (ii) Expansion joints,
  - (iii) Seismic measures/devices,
  - (iv) Bearings and pedestals,
  - (v) Crash barriers (Steel and RCC)
  - (vi) Bridge Railings (Steel and RCC),
  - (vii) Safety kerbs,
  - (viii) Wearing coat system (Bituminous and RCC)
  - (ix) Footpaths,
  - (x) Drainage spouts,
  - (xi) Approach slab,
  - (xii) Immediate approach/road connection etc.
  - (xiii) Prestressing system
  - (xiv) Cable anchorages/supporting systems
  - (xv) Utilities
- 4.22.** Wearing coat, expansion joint, bearings, seismic devices, railing, crash barriers, safety kerbs,

footpaths, drainage spouts and arrangement for approach slab, etc. shall be deemed as part of main superstructure.

**4.23.** Modifications in the designs and plans as per the inputs by the proof consultant and comments of the Ministry.

**4.24.** Submission of final designs and plans as approved by the Proof Consultant /Ministry in complete shape.

**4.25. Design Software**

**4.25.1.** The consultant shall submit the details/soft copies of input and output data file used for structural design, detailing, bill of quantities, reactions/forces etc., as finally approved by the Ministry.

**4.25.2.** All excel sheets (design software) so evolved for structural design of constituent elements specified under para 4.21 should be user friendly as well as they should be amenable to hand calculations /excel sheets to satisfy the proof consultants and the Ministry.

**4.25.3.** The computer program, excel sheets and all technical literatures so developed under the scope of the work shall become property of the Ministry.

**4.26. Submission of Report**

For each submission (intermediate or final) one hard copy and one soft copy to the proof consultant and two hard copies and two soft copies to the Ministry shall be submitted by the consultant. In addition, 12 hardbound copies and three soft copies of the finally approved drawings shall be supplied by the consultant. The consultant will also submit the finally approved tracing of drawings to the Ministry. The work of printing, publication and sale of hardbound copies of standard drawings will be done by the IRC.

**4.27.** The responsibility for safety and accuracy in the designs and drawings will be jointly of the design consultant and proof consultants.

**5 Methodology to be followed**

**5.1.** An interactive approach will have to be evolved and adopted by the finally engaged design consultants and proof consultants. For this purpose, Ministry will constitute a committee of experts dealing with Bridges. The design consultants shall be required to interact with this expert committee and proof consultant for fine-tuning of the methodology to be adopted.

**5.2. Design data**

**5.2.1.** The structural designs shall be based on the latest versions of IRC codes along with amendments, Ministry's Specifications and circulars in vogue at the time of award of work.

**5.2.2.** In case details are not available in IRC Codes and Ministry's Specifications/circulars reference shall be made to other codes such as BIS, AASHTO, EURO, DIN, BS, model code, etc. with prior approval of the Ministry.

**5.2.3.** Units: SI system of units shall be adopted.

- 5.3.** The facts mentioned in Para 5.1 and 5.2 above are merely indicative and not exhaustive. These are mentioned to broadly suggest the emphasis, which the consultant has to take into consideration in evolving the designs and plans of the bridge superstructures.
- 5.4.** The consultants will have to attend the meetings convened by Ministry in connection with the work and carry out any number of modifications/revisions. Expenditure for attending the meeting should be inbuilt in the quotation and no extra amount will be payable over and above the fee quoted.

## **6 Key Personnel**

- 6.1.** The list of key personnel to be deployed with minimum qualification is as follows:

<b>Sl. No.</b>	<b>Personnel</b>	<b>Essential Qualification</b>
1	Team Leader cum bridge engineer	Minimum 15 years of experience in the design/ construction of bridges of bridges or a Professor or equivalent in case of academic/ research institution.
2	Senior Bridge Engineer	Minimum 12 years of experience in the design/ construction of bridges of bridges or a Reader or equivalent in case of academic/ research institution.
3	Bridge Engineer	Minimum 10 years of experience in the design/ construction of bridges of bridges or a Lecturer or equivalent in case of academic/ research institution.

- 6.2.** The consultants shall propose the key personnel for different positions. The consultants should furnish the designations, address, date of birth, telephone nos., academic qualifications, willingness to work for the scheme, etc. of the key personnel who will be actually executing the work. The consultants should also give details of the projects completed and being executed relevant to the scheme by the proposed key personnel as per the format given in RFP document. The personnel to be deployed shall be design engineers of repute, keeping in view the expected level of knowledge involved in the work. The personnel to be deployed should be a combination that ensures a suitable blend of theoretical knowledge with an in-depth practical experience.
- 6.3.** It may please be noted that the experts to be deployed by the consultants must have the capability and preferably, previous experience of undertaking similar nature of works. For this purpose, the consultants may have a joint venture with other firms, may even hire suitable personnel with their consent (consent letter to be enclosed with the proposal) to augment their capability. The Key personnel, proposed to be deployed, should have thorough

knowledge of the various IRC Codes, Manuals, Special publications, Ministry's Specifications, Guidelines for bridge works, etc.

- 6.4. The consultants shall exercise freedom in fixing the man month requirements of different experts along with the list of experts and their deployment schedule. Consultants shall also make their own assessment about the requirement of sub-professionals.
- 6.5. The firms having expertise in the field may jointly submit the offer for the work. In such case, one firm (Lead Partner) shall coordinate the work involved for each JV. Moreover, for the purpose of operation of contract, each firm will be responsible for the obligations specified in the scope of work.

## **7. Reports**

- 7.1. All reports and supporting software, records or materials compiled or prepared in the course of the services shall be confidential and shall be the absolute property of the Ministry. The selected consultants shall agree to deliver all these materials including technical literature purchased for the purpose to the Ministry upon completion of this work. The selected consultants may however, retain a copy of such data but the same shall not be used for purpose unrelated to this work or in any technical paper involved in the studies without prior written approval of the Ministry. The consultants will have no right to sell the design or copies thereof and shall not issue any clarifications on these without the consent of the Ministry. The Ministry would provide the text for foreword & preface for the standard drawings.
- 7.2. The Team Leader/experts of the selected consultants will maintain close liaison with the Ministry at each stage of the work, provide any clarification, carryout modifications as suggested by the Ministry.
- 7.3. The consultants who intend to submit the proposal should be in a position to commence the services as soon as possible but not later than 15 days from the date of issue of letter of acceptance of the offer of the selected consultants by the Ministry.
- 7.4. The selected consultants will proceed with the work in a systematic manner and submission shall be in stages as indicated in the offer and as agreed to by the Ministry. The Ministry shall be kept informed regularly of the progress made by the design as well as proof consultants.
- 7.5. The selected design and proof consultants will work in close liaison with each other so that work is completed as per schedule at each stage. The Team Leaders of the design and proof consultants shall attend all meetings convened by the Ministry. Delay in approval of the draft submissions beyond the specified period may entitle the selected consultants for extension of time at no extra cost. The decision of Ministry in this regard will be final and binding. In case of disagreement between the consultants and proof consultants, Ministry's decision will be final and binding on both the consultants.

## **8 Time of Completion**

The total time period of 9 months for each package is envisaged for satisfactory completion. Each package shall be completed as per schedule indicated in Para 11. The consultants shall augment the inputs as are necessary to expedite the progress to adhere to the agreed time schedule and shall not be entitled for any additional payment for taking such steps.

- 9 The selected consultants will have to sign a contract agreement with the Ministry on award of the work. A copy of the sample agreements is given in RFP document.

## **10 Acceptance of work:**

Work under this scheme shall be carried out to the entire satisfaction of Ministry.

## **11 Activity and payment schedule:**

The selected consultant is required to complete the following activities within the time frame given below and shall be paid the fee on stage payment basis for each stage unless otherwise agreed during negotiations and indicated in the acceptance letter.

### ***ACTIVITY AND PAYMENT SCHEDULE***

S.No	Activity	Time of completion (from the commencement of services)	Cumulative payment (Percentage of cost of package)
1.	Commencement of services	Actual date of commencement of services and signing of contract agreement (within 15 days after the issue of letter of acceptance of the offer by the Ministry)	5%
2.	Submission of general features, structural modeling, analysis and design philosophy based on the parameters decided in consultation with the Proof Consultant	30 days (one months)	10%
3.	Approval of the structural modeling, analysis and design philosophy by the Ministry	60 days (two months)	20%
4.	Submission of detailed designs and preliminary drawings supported with detailed calculation after concurrence of the Proof Consultant	120 days (four months)	40%
5	Approval of detailed designs and preliminary drawings by Ministry	150 days (five months)	60%
6.	Submission of complete design examples for each superstructure	180 days (six months)	70%

	type and all its components as mentioned in para 4.20 in excel sheets, working drawings, schedule of reinforcement, general notes, schedule of construction activities and Bill of Quantities duly checked and certified by the Proof Consultant.		
7	Acceptance of complete design details for each superstructure type in excel sheets, working drawings and the structural components, schedule of reinforcement, general notes, schedule of construction activities and Bill of Quantities by Ministry	210 days (7 months)	80%
8.	Submission of copies of complete set of analysis, design, detailing, estimation of quantities, reactions and drawings as accepted by the Ministry. Submission shall be in 12 hard bound copies and 3 copies of the CDs.	240 days (eight months)	90%
9.	Receipt of final payment from Ministry	270 days (nine months) likely	100%

**12** Ministry reserves its right to award or reject any or all offers without assigning any reason, whatsoever, and one will not be entitled for any compensation or reimbursement of cost for the preparation of proposals and submission of the same.

13. Any other additional information can be obtained from

Chief Engineer S&R (Pavements & bridges),  
Ministry of Road Transport & Highways,  
Transport Bhawan,  
1, Parliament Street,  
New Delhi-110001

## APPENDIX-II

(Date and Reference)

To, \*\*\*\*\*

\*\*\*\*\*

\*\*\*\*\*

## **Proof of Eligibility**

### Form-E1

Letter of Proposal (On Applicant's letter head)

Sub: Appointment of Consultant for preparation of Detailed Project Report for .....

Dear Sir,

With reference to your RFP Document dated ....., I/we i.e M/s-----  
----- (Name of Bidder) having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 1.7 of the RFP document.
8. I/We declare that we/any member of the consortium, are/is not a Member of any other Consortium applying for Selection as a Consultant.
9. I/We certify that in regard to matters other than security and integrity of the country, we or



any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. The Bid Security of Rs. 2,00,000 (Rupees Two Lakhs Only) in the form of a Bank Guarantee is attached, in accordance with the RFP document.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this valid for 120 (One hundred and twenty) days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
17. In the event of my/our firm/consortium being selected as the Consultant, I/we agree to enter into any Agreement in accordance with the form Appendix V of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of and documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

19. The Proof of Eligibility and Technical proposal are being submitted in separate covers in hard copy and they are being submitted online also. Financial Proposal is being submitted online only. This Proof of Eligibility read with Technical Proposal and Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

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

**FIRM'S REFERENCES**

Relevant Services Carried out in the Last Seven Years  
Which Best Illustrate Qualifications

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

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

**Signature of Authorised Representative**

**(Certificate from Employer regarding experience should be furnished)**

APPENDIX-II

Form- E3

**Financial Capacity of the Applicant**

Name of Applicant:

S.No.	Financial Year	Annual Revenue (Rs/US \$ in million)
1	2017-18	
2	2016-17	
3	2015-16	
4	2014-15	
5	2013-14	

**Certificate from the Statutory Auditor<sup>\$</sup>**

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

Name of the audit firm Seal of the  
audit firm Date

(Signature, name and designation of the authorized signatory)

<sup>\$</sup>In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual account of the Applicant.

**Note:**

Please do not attach any printed Annual Financial Statement.

## APPENDIX-II

### Form- E4

#### BANK GUARANTEE FORMAT FOR BID SECURITY

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

Ref.: **Tender No.** \_\_\_\_\_, **dated** \_\_\_\_\_

Bank Guarantee:

Date:

WHEREAS, \_\_\_\_\_ (Name of Bidder) \_\_\_\_\_ (hereinafter called "the bidder") has submitted his bid dated \_\_\_\_\_ (date) for the **Tender No.** \_\_\_\_\_, dated \_\_\_\_\_ (hereinafter called "the Bid". KNOW ALL MEN by these presents that We, \_\_\_\_\_ [Name of Bank] of \_\_\_\_\_ [Name of Country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ [name of employer] (hereinafter called "the Employer") in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Lakhs only) for which payment will and truly to be made to the said employer the bank binds himself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or
2. If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity,
  - a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - b. fails or refuses to furnish the Performance Security, in accordance with the letter of invitation, we undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 150 (one hundred and fifty) days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

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

Unless a claim or a demand in writing is made upon us on or before \_\_\_\_\_ all our liability under this guarantee shall cease

DATE \_\_\_\_\_

SIGNATURE OF THE BANK \_\_\_\_\_

SEAL OF THE BANK \_\_\_\_\_

SIGNATURE OF THE WITNESS \_\_\_\_\_

Name and Address of the Witness \_\_\_\_\_

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

(Form-T1)

**TECHNICAL PROPOSAL**

FROM:

TO:

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Sir:

Subject Consultancy Service for

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**Regarding Technical Proposal**

I/We\_\_\_\_\_ (name of  
Bidder) Consultant/ Consultancy firm herewith enclose Technical Proposal for selection of  
my/our firm/organization as Consultant for\_\_\_\_\_.

Yours faithfully,

Signature

Full Name

Designation

Address

**(Authorized Representative)**

(Form-T-2)

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

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

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

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

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

**Signature of Authorized Representative**

**(Certificate from Employer regarding experience should be furnished)**



**SITE APPRECIATION**

**Deleted.**

***COMMENTS/ SUGGESTIONS OF CONSULTANT ON THE TERMS OF REFERENCE***

1.

2.

3.

4.

5.

....

....

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

I. Technical/Managerial Staff

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

II. Support Staff

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

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

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

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

**Details of Material Testing Facility**

DELETED.

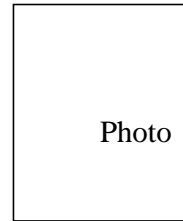
**Facility for Field investigation and Testing**

DELETED.

**Office Equipment and software**

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

**Form- T11**



**Format of Curriculum Vitae (CV) For Proposed Key Staff**

1. Proposed Position:
2. Name of Staff:
3. Date of Birth: **(Please furnish proof of age)**
4. Nationality:
5. Educational Qualification:  
*(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained). (Please furnish proof of qualification)*  
Contact Address with Phone and mobile numbers:
6. Membership of Professional Societies:
7. Publication:  
(List of details of major technical reports/papers published in recognized national and international journals)
8. **Employment Record:**  
(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience *period of specific assignment must be clearly mentioned*, also give client references, where appropriate).



9. Summary of the CV

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

A) Education:

- i) Field of graduation and year
- ii) Field of post-graduation and year
- iii) Any other specific qualification

B) Experience

- i) Total experience in highways: \_\_\_\_\_ Yrs.
- ii) Responsibilities held: a) \_\_\_\_\_ Yrs.  
b) \_\_\_\_\_ Yrs.  
c) \_\_\_\_\_ Yrs.
- iii) Relevant experience: \_\_\_\_\_ Yrs.

C) Permanent Employment with the firm: \_\_\_\_\_ Yrs.

If yes, how many years:

If no, what is the employment:

Arrangement with the firm?

Certification:

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

**Signature of the Candidate** \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

**Signature of the Authorized Representative of the firm** \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

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

### **UNDERTAKING FROM THE PROFESSIONAL**

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

### **UNDERTAKING FROM CONSULTING FIRM**

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

**(Form-I)**

**FINANCIAL PROPOSALS**

FROM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO: Chief Engineer, S&R (Pavements &  
Bridges) Ministry of Road Transport &  
Highways Transport Bhawan, 1  
Parliament Street New Delhi-110001

\_\_\_\_\_

Sir:

Subject: Consultants' Services for

\_\_\_\_\_  
\_\_\_\_\_

Regarding Price Proposal

I/We \_\_\_\_\_ Consultant/consultancy firm herewith enclose

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

Yours faithfully,

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

(Authorized Representative)

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

(Form-II)

**Format of Financial Proposal**  
**Summary of Cost in Local Currency**

No.	Description	Amount (LC)* (INR)
I	<b><u>Local Consultants</u></b> Remuneration for Local Staff (inclusive of per diem allowance)	
II	Support Staff (inclusive of per diem allowance)	
III	Office Supplies, Utilities and Communication	
IV	Office Equipment (Rental)	
V	Reports and Document Printing	
	<b>Subtotal Local Consultants :</b>	
	<b><u>Foreign Consultants</u></b>	
F-I	Remuneration for Expatriate Staff	
F-II	Mobilization and Demobilization	
	Total Cost Net of Tax :	
Taxes and Duties	I. Income Tax (Expatriate) II. Import duties III. Value added tax	
	Total cost net of service tax**	
	Service Tax	
	<b>TOTAL COSTS (Including Service Tax)</b>	

LC\* Local Currency

\*\* Total Cost Net of Service Tax shall be considered for financial evaluation

Note: No escalation will be payable during the services

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

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

(Form-III)

**Estimate of Local Currency Costs**

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

**I(a) -<Details of Packages>**

S.No.	Position	Name	Rate (INR)	SM	Amt.(INR)
	Professional Staff				
1	Team Leader cum Bridge Engineer			9	
2	Senior Bridge Engineer			9	
3	Bridge Engineer			9	
	Sub-Total:				
	Sub-Professional Staff	(To be assessed by Consultant as per requirement of assignment)			
1					
2					
3					
4					
5					
	Sub-Total:				
	TOTAL				

**II.Support Staff**

No.	Position	Name	Staff Months	Billing Rate( INR)	Amount ( INR)
1	Office Manager				
2	Typist				
3	Office Boy				
				<b>Total :</b>	

**III. Office Supplies, Utilities and Communication (Fixed Costs)**

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

TOTAL : -----

**IV. Office Equipment (Rental)**

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

**V. Reports and Document Printing**

<b>No.</b>	<b>Description</b>	<b>No. of Copies</b>	<b>Rate per Copy</b>	<b>Amount (INR.)</b>
1	Submission of general features, structural modeling, analysis and design philosophy based on the parameters decided in consultation with the Proof Consultant	3		
2	Submission of detailed designs and preliminary drawings supported with detailed calculation after concurrence of the Proof Consultant	3		
3	Submission of complete design examples for each superstructure type and all its components as mentioned in excel sheets and hard copy, working drawings, schedule of reinforcement, general notes, schedule of construction activities and Bill of Quantities duly checked and certified by the Proof Consultant.	3		
4	Submission of copies of complete set of analysis, design, detailing, estimation of quantities, reactions and drawings as accepted by the Ministry. Submission shall be in 12 hard bound copies and 3 copies of the CDs.	12		
			<b>Total</b>	

(Form-IV)

**Estimate of Costs for Expatriate Consultants (in Indian Rupees)**

I. Remuneration of Expatriate Staff including per diem allowances

No.	Positions	Name	Rate ( )	SM	Amount ( )
			<b>Total :</b>		

***II. Mobilization and Demobilization***

1. International Airfares (Fixed costs)

Position	Round Trips	Rate	Amount
		<b>Total</b>	

2. Inland Travel in Home Country (Fixed Costs)

Lump Sum .....

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

Lump Sum .....



***DRAFT CONTRACT  
AGREEMENT***

## Between

**<Agency, Address>**

**and**

M/s .....in **JV** **with**  
M/s..... **and**  
**in Association with M/s.....**

**For**

## **Consultancy Services for preparation of development of standard designs and plans for various types of bridge superstructures based on Limit State Method**

(Package No. and Description\_\_\_\_\_)

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## DRAFT CONTRACT FOR CONSULTANT'S SERVICES

**INDIA**

**CONTRACT FOR CONSULTANTS' SERVICES**

**Consultancy Services for Development of Standard Designs and Plans for Various Types of Bridge Superstructures based on Limit State Method**

(Package No. ....)

This CONTRACT (hereinafter called the "Contract") is made on the ----- day of the month of -----2019 , between, on the one hand, MORT&H (hereinafter called the "Client") and, on the other hand, M/s ----- in JV with ----- and in Association with ----- (hereinafter called the "Consultants").

**WHEREAS**

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

**NOW THEREFORE** the parties hereto hereby agree as follows:

- 1 The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (hereinafter called "GC");
- (b) The Special Conditions of contract (hereinafter called "SC");
- (c) The following Appendices:

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

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

Appendix C: Hours of work for Consultants' Personnel

Appendix D: Duties of the Client

Appendix E: Cost Estimate

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

Appendix G: Copy of letter of invitation

Appendix H: Copy of letter of acceptance

Appendix I: Copy of Bank Guarantee for Performance Security

Appendix-J: Minutes of the pre-bid meeting

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

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

FOR AND ON BEHALF OF  
(MORT&H)

By  
Authorized Representative

Witness

1      Signature  
         Name  
         Address

2.      Signature  
         Name  
         Address

FOR AND ON BEHALF OF  
(Consultant)

By  
Authorised Representative

Witness

1.      Signature  
         Name  
         Address

2.      Signature  
         Name  
         Address

## GENERAL CONDITIONS OF CONTRACT



## GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

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

Consultants or a Sub consultant.

## **1.2 Relation between the Parties**

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

## **1.3 Governing Law and Jurisdiction**

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

## **1.4 Language**

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

## **1.5 Table of Contents and Headings**

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

## **1.6 Notices**

*1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this*

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

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

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

## **1.7 Location**

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

## **1.8 Authority of Member in Charge**

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

## **1.9 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be

executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

**1.10 Taxes and Duties**

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

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract**

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

**2.2 Termination of Contract for Failure to Become Effective**

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

**2.3 Commencement of Services**

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

**2.4 Expiration of Contract**

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

**2.5 Entire Agreement**

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

**2.6 Modification**

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

**2.7 Force Majeure**

**2.7.1 Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations

hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's 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 (f) of this Clause 2.9.1, terminate this Contract:

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

### **2.9.2 By the Consultants**

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

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

- portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

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

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

### **2.9.4 Cessation of Services**

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

### **2.9.5 Payment upon Termination**

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

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

### **2.9.6 Disputes about Events of Termination**

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

## **3. OBLIGATIONS OF THE CONSULTANTS**

### **3.1 General**

### **3.1.1 Standard of Performance**

The Consultants shall perform the Services and carry out their obligations here under 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, as well as the Personnel and agents of the Consultants and any Sub consultants, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

## **3.2 Conflict of Interests**

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

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

### **3.2.2 Consultants and Affiliates not to be otherwise interested in Project**

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

### **3.2.3 Prohibition of Conflicting Activities**

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

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

## **3.3 Confidentiality**

The Consultants, their 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 relation to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

### **3.4 Liability of the Consultants**

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

### **3.5 Insurance to be taken out by the Consultants**

The Consultants (i) shall take out and maintain, and shall cause any 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 coverage, as shall be specified in the Special Conditions (SC), and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

### **3.6 Accounting, Inspection and Auditing**

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

### **3.7 Consultants' Actions requiring Client's prior Approval**

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

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

### **3.8 Reporting Obligations**

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

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



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

### **3.10 Equipment and Materials furnished by the Client**

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

## **4. CONSULTANTS' PERSONNEL**

### **4.1 General**

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

### **4.2 Description of Personnel**

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

### **4.3 Approval of Personnel**

The Key Personnel and Sub consultants listed by title as well as by name in Appendix B are hereby approved by the Client. In respect of other Key Personnel which the Consultants

propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

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

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

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

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

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

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

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

circumstances, where it becomes absolutely essential the remunerations of the

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

**4.5.3 Replacement after original contract period is over:**

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

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

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

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

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

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

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

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

It will be ensured that the new proposed personnel should score at least 75% of the marks of

the originally approved key personnel. Both the Consulting firm and the proposed personnel should give the undertaking in the format available in Form VII of Appendix II along with the replacement CV.

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

#### **4.6 Resident Project Manager**

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

### **5. OBLIGATION OF THE CLIENT**

#### **5.1 Assistance and Exemptions**

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

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

#### **5.2 Access to Land**

Deleted.

#### **5.3 Change in the Applicable Law**

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

made to the ceiling amounts specified in Clause 6.1(b),

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

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

#### **5.5 Payment**

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

### **6. PAYMENT TO THE CONSULTANTS**

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

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

#### **6.2 Currency of Payment**

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

#### **6.3 Mode of Billing and Payment**

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

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

**form as the Client shall have approved in writing.**

**(b) Payment Schedule**

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

S.No	Activity	Time of completion (from the commencement of services)	Cumulative payment (Percentage of cost of package)
1.	Commencement of services	Actual date of commencement of services and signing of contract agreement (within 15 days after the issue of letter of acceptance of the offer by the Ministry)	5%
2.	Submission of general features, structural modeling, analysis and design philosophy based on the parameters decided in consultation with the Proof Consultant	30 days (one months)	10%
3.	Approval of the structural modeling, analysis and design philosophy by the Ministry	60 days (two months)	20%
4.	Submission of detailed designs and preliminary drawings supported with detailed calculation after concurrence of the Proof Consultant	120 days (four months)	40%
5	Approval of detailed designs and preliminary drawings by Ministry	150 days (five months)	60%
6.	Submission of complete design examples for each superstructure type and all its components as mentioned in para 4.20 in excel sheets, working drawings, schedule of reinforcement, general notes, schedule of construction activities and Bill of Quantities duly checked and certified by the Proof Consultant.	180 days (six months)	70%

7	Acceptance of typical design examples for each superstructure type, working drawings and the structural components, schedule of reinforcement, general notes, schedule of construction activities and Bill of Quantities by Ministry	210 days (7 months)	80%
8.	Submission of copies of complete set of analysis, design, detailing, estimation of quantities, reactions and drawings as accepted by the Ministry. Submission shall be in 12 hard bound copies and 3 copies of the CDs.	240 days (eight months)	90%
9.	Receipt of final payment from Ministry	270 days (nine months) likely	100%

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

- (c) No payment shall become eligible for the next stage till the consultant completes to the satisfaction of the client the work pertaining to the preceding stage. Any adjustment in the payment to the consultants will be made in the final payment only.
- (d) The Client shall cause the payment of the Consultants in Para 6.4 (b) above as given in schedule of payment within thirty (30) days after the receipt by the Client of bills. Interests at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (e) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory one hundred and eighty (180) calendar days after receipt of the final report and final statement by the Client unless the Client, within ninety(90) day period, gives written notice to the Consultants specifying in detailed deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any



necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

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

## **7. Responsibility for Accuracy of Project Documents**

### **7.1 General**

- 7.1.1 The Consultant shall be responsible for accuracy of the designs, drawings/plans, analysis done by him directly or procured from other agencies/authorities all other details prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during the use of these designs and drawings. The Consultant will also be responsible for correcting, at his own cost and risk, the design and drawings if required during the execution of the Services.
- 7.1.2 The Consultant shall be fully responsible for the accuracy of design and drawings of the bridges and structures. All the designs and drawings for bridges and structures including all their components shall be fully checked by a Team Leader cum Bridge Engineer after completion of the designs. All drawings for bridges and structures shall be duly signed by the (a) Team Leader cum Bridge Engineer, (b) Senior Bridge Engineer, and (c) Bridge Engineer. The designs and drawings not signed by the three persons mentioned above shall not be accepted. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings of the bridges and structures noticed during the use of these designs and plans and even thereafter and the Client shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.
- 7.1.3 The analysis and design data generated through the software or otherwise by the Consultant shall be protected by the Consultants till the completion of the Consultancy Services.

### **7.2. Retention Money**

An amount equivalent to 10% of the contract value shall be retained at the end of the contract for accuracy of designs and drawings submitted and the same will be released after the completion of civil contract works or after 3 years from completion of consultancy services, whichever is earlier. The retention money will however be released by the Client on substitution by Bank Guarantee of the same amount valid up to the period as above.

### **7.3. Penalty**

#### **7.3.1. Penalty for Error/Variation**

- i) If variation in any of the main quantities of work total concrete quantities and reinforcing

steel in bridge works or overall project cost, found during execution is more than +/- 15%, the penalty equivalent to 5% of the contract value shall be imposed. For this purpose retention money equivalent to 5% of the contract value will be forfeited. This shall exclude any additional/deletion of items/works ordered during the execution

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

S.No.	Item	Penalty (%age of contract value)
1	Inaccuracy in Structural Modeling	0.5 to 1.0
2	Inaccuracy in Calculation of Forces, Moments and Stresses	0.5 to 1.0
3	Incomplete or erroneous drawings with dimensioning and reinforcement detailing	0.5 to 1.0
4	Inaccuracy in Bill of Quantities	0.5 to 1.0
5	Structural design found to be unsafe or grossly over safe	1.0 to 2.0

### **7.3.2 Penalty for delay**

In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 5% of the contract value will be imposed and shall be recovered from payments due/performance security. However in case of delay due to reasons beyond the control of the consultant, suitable extension of time will be granted.

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

## **7.4 ACTION FOR DEFICIENCY IN SERVICES**

### **7.4.1 Consultants liability towards the Client**

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

### **7.4.2 Warning / Debarring**

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

## **8. FAIRNESS AND GOOD FAITH**

### **8.1 Good Faith**

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

### **8.2 Operation of the Contract**

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

## **9. SETTLEMENT OF DISPUTES**

### **9.1 Amicable Settlement**

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

### **9.2 Dispute Settlement**

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

## **10. Change of Scope**

The Client reserves the right to make changes within the scope of the Contract Agreement at any point of time.

## **SPECIAL CONDITIONS OF CONTRACT**

**Number of**  
GC Clause

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

1.1(a) The words “**in the Government’s country**” are amended to read “**in INDIA**”

1.4 The language is: **English**

1.6.1 The addresses are:

**For the Client :**           <Agency, Address>

**Attention :**               **Chief Engineer, S&R (Pavements&Bridges), Ministry of  
Road Transport and Highways, Transport  
Bhawan, 1 Parliament Street, New Delhi.**

Phone-011-23736455; Fax: 011-.....

E-mail: [sanjeev.kumar69@nic.in](mailto:sanjeev.kumar69@nic.in)

**For the Consultants:**

**Attention:     Name  
                  Designation  
                  Address  
                  Tel:**

**Fax:**

**E-mail address**

1.6.2 Notice will be deemed to be effective as follows:

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

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

- .....

1.9 The Authorized Representatives are:

**For the Client :**

Chief Engineer, SR&T(Bridges) ( -- )

For the Consultant:     Name  
                                  Designation

1.10 The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws (prevailing 7 days before the last date of submission of bids) during life of this contract and the Client shall perform such

duties in regard to the deduction of such tax as may be lawfully imposed.

**2.1 The effectiveness conditions are the following:**

- a) The contract has been approved by **MORT&H**.
- b) The consultant will furnish within 15 days of the issue of letter of acceptance, an unconditional Bank Guarantee from a Nationalised Bank, IDBI or ICICI/ICICI Bank/Foreign Bank/EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a network of not less than 500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the network in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalised Bank in India. In case of JV, the BG shall be furnished on behalf of the JV or lead partner of JV for an amount equivalent to **10 %** of the total contract value to be received by him towards Performance Security valid for a period of **three years** beyond the date of completion of services.

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

**2.3** The time period shall be “fifteen days” or such other time period as the Parties may agree in writing.

**2.4** The time period shall be nine months or such other time period as the parties may agree in writing.

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

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

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (A) the total payments for Professional

Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

**3.5 The risks and the coverage shall be as follows:**

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.

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

6.1 (b) The ceiling amount in local currency is **Rs. .... Excluding**

#### **Service Tax)**

- 6.3 (a) No advance payment will be made.
- 6.3 (e) The interest rate is : @ 12% per annum
- 6.3 (f) **The account is :**

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

**9.2.1 Selection of Arbitrators**

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

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

**9.2.2 Rules of Procedure**

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 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.

**9.2.3 Substitute Arbitrators**

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

**9.2.4 Qualifications of Arbitrators**

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

### 9.2.5 Miscellaneous

In any arbitration proceeding hereunder:

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

S.No	Particulars	Maximum amount payable per Arbitrator/ per case
1	Arbitrator fee	Rs 15,000/- per day subject to a maximum of Rs 4 lacs or Rs 2.5 lacs (lump sum) subject to publishing the award within 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	Rs 20,000/-
5	Other expenses (As per actual against bills subject to maximum of the prescribed ceiling given below)	
	Traveling expenses Lodging and Boarding	Economy class (by air), First class AC (by train) and AC Car (by road) a) Rs 15,000/- per day (in metro cities) b) Rs 7,000/- per day (in other cities) c) Rs 3,000/- per day if any Arbitrator makes their own arrangements.
6	Local travel	Rs 1,500/- per day
7	Extra charges for days other than hearing/ meeting days (maximum for 2 days)	Rs 3,500/- per day
Note:-	1. Lodging boarding and traveling expenses shall be allowed only for those members who are residing 100 kms. Away from place of meeting. 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities.	

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



## **Appendix A**

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

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## **Appendix B**

### **Consultants' Subconsultants, Key Personnel and Sub Professional Personnel**

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## **Appendix C**

### **Hours of work for Consultants' Personnel**

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

## **Appendix D**

### **Duties of the Client**

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## **Appendix E**

### **Cost Estimate**

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## **Appendix F**

### **Minutes of Financial/ Contract Negotiations with the Consultant**

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## **Appendix G: Copy of letter of invitation**

## **Appendix H: Copy of letter of acceptance**



**Format for Bank Guarantee for Performance Security (For individual work)**  
**BANK GUARANTEE FOR PERFORMANCE SECURITY**

To,  
<Agency, Address>

In consideration of “MORT&H” (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....having its office at ..... (Hereinafter referred to as the “Consultant” which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client’s Contract Agreement no. / Letter of Acceptance No. .... dated ..... and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs...../- (Rupees.....) excluding service tax for **“Consultancy Services for preparation of Detailed Project Report of <Project Description> .....(Total Length -.....) on NH-.....**in the states of .....under – Contract Package No. .... (Hereinafter called the “Contract”), and the Consultant having agreed to furnish a Bank Guarantee to the Client as “Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs...../- (Rupees.....).

We, .....having registered office at ....., a body registered/constituted under the .....(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all money payable by the Consultant to the extent of Rs. ....(Rupees.....) as aforesaid at any time up 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 or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the consultant and to exercise the same at any time in any

manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

Notwithstanding anything contained herein,

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

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)

**NOTE:**

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

## **Appendix J : Reply to Queries of the Bidder**