



**Public Works Department
Government of Manipur**

RFP No. SE/NHC/RFP/NEC/2014-15/01

Dated, 11th June, 2014

Design consultancy services i/c soil survey and investigation for preparation of Detailed Project Report for RCC Bridges on "Improvement of Bishnupur-Nungba Road 0 - 89.52 Km" in Manipur.

**REQUEST FOR PROPOSAL
(RFP)**

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DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Public Works Department (PWD) or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by the PWD to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the PWD in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the PWD, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The PWD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The PWD, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process. The PWD also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP. The PWD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the PWD is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the PWD reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the PWD or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the PWD shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

PUBLIC WORKS DEPARTMENT
GOVERNMENT OF MANIPUR

Request for Proposal

1. Proposals are hereby invited from eligible Consultants for "**Design consultancy services i/c soil survey and investigation for preparation of Detailed Project Report for RCC Bridges on "Improvement of Bishnupur-Nungba Road 0 - 89.52 Km" in Manipur**". The Request for Proposal (RFP) can be obtained between 1100 hrs and 1600 hrs on all working days on payment of Non-refundable document fee of Rs. 10,000/- (Rupees ten thousand only) in cash or in the form of a demand draft or banker's cheque drawn on any Scheduled Bank in India and the bid security (Refundable) of Rs. 30,000/- (Rupees thirty thousand) only in the above form in favour of "Executive Engineer, North Eastern Council Division No. - II, PWD, Manipur" and payable at Imphal. The document can also be downloaded from the Official Website of the PWD (<http://www.pwdmanipur.nic.in>). In case of a downloaded form, fee for document must be furnished in a separate envelope while submitting the proposal along with the bid security.
2. The following schedule is to be followed for this assignment:

i. Sale of bid documents	:	3/07/2014(1100 hrs) to 18/08/2014 (1600 hrs)
ii. Last date of receipt of queries at PWD	:	11/07/2014 (1600 hrs)
iii. Date of submission of bids	:	24/07/2014(1400 hrs)
3. If the office happens to be closed on the above dates, the above schedule will be followed on the next working day.



(N. Noren Singh)

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PWD Complex,
Khuyathong Imphal,
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LETTER OF INVITATION (LOI)

No. SE/NHC/RFP/NEC/2014-15/

Dated: 12/06/2014

Dear Sir,

Sub: Invitation of Proposals for Design consultancy services i/c soil survey and investigation for preparation of Detailed Project Report for RCC Bridges on "Improvement of Bishnupur-Nungba Road 0 - 89.52 Km" in Manipur.

1. Introduction

- 1.1. **The Governor of Manipur acting through the Public Works Department (PWD), Government Manipur and the Ministry of Development of North Eastern Region, Government of India and represented by the Add. Chief Engineer-III is engaged in the development of roads under the NEC funding. As part of this endeavor, the PWD has decided to undertake the Construction of RCC Permanent bridge (overall 8.60 m wide) at the locations mentioned above. PWD now invites proposal for carrying out feasibility study and detailed project preparation from the empanelled list of the Ministry of Road Transport & Highways and from other consultants who had undertaken similar assignments of the ADB or other externally funded projects. *The details of the work is given in Annexure- I of Data Sheet.***
- 1.2. **A brief description of the assignment and its objectives are given in the enclosed *Terms of Reference. As a policy, Government of Manipur wants to upgrade the existing bailey bridges to RCC permanent bridges having a total width of 8.60 metres.***
- 1.3. You are hereby invited to submit proposals in the manner prescribed in the RFP. A team of key personnel has to be proposed for the packages. The envelope containing the 'Proof of Eligibility' and 'Technical Proposal' shall be marked "Envelope contains 'Proof of Eligibility' and "Technical Proposal". The financial proposal has to be submitted on a separate envelop on the same day.
The most preferred bidder would be determined on the basis of Quality and Cost (QCBS) as directed in this RFP.
- 1.4. Deleted
- 1.5. To obtain first hand information on the assignment and on the local conditions, you are encouraged to pay a visit to the client, local State PWD and the project site before submitting a proposal. ***You must fully inform yourself of local and site conditions and take them into account in preparing your proposal.***
- 1.6. Financial Proposals will be opened for all technically qualified consultants in accordance with clause 5.1 hereof. The consultancy services will be awarded to the consultants 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. No shortlisted consultant can associate with another shortlisted consultant and every full time employee of a shortlisted consultant is not eligible to participate as an associate or Sub-Consultant of another consultant shortlisted for the assignment, even if such shortlisted consultant declines to submit a proposal.
- 1.9. The proposals must be properly signed as detailed below:
 - i. by the proprietor in case of a proprietary
 - ii. *by the partner holding the Power of Attorney(on the stamp paper) in case of a firm in partnership (A certified copy of the Power of Attorney 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 shall accompany the proposal)*
 - iv. *by the authorized representative in case of Joint Venture*
 - v. *Joint Venture shall not have more than two firms.*
- 1.9.1 In case a Joint Venture/Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU), signed by all firms to the joint venture/Association 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*

- iii. *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*
 - iv. *Delineation of duties/ responsibilities and scope of work to be undertaken by each firm alongwith resources committed by each partner of the JV/Association for the proposed services;*
 - v. *An undertaking that the firms are jointly and severally liable to the Employer for the performance of the services and,*
 - vi. *The authorized representative of the joint venture/Association*
- 1.9.2 In case of Joint venture, one of the firm which preferably has 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. For a JV to be eligible for bidding, the experience of lead partner and other partner should be as indicated in data sheet.
- 1.9.3 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.

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. Any request for clarification in writing, e-mail or by tele-fax must be sent to the Client's address indicated in the Data Sheet. The Client will respond by cable, e-mail, tele-fax to such requests and copies of the response will be sent to all Consultants who have purchased the RFP document.
- 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. The amendment will be notified in writing or tele-fax to all consulting firms who have purchased the RFP document and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

3. Preparation of Proposal

You are requested to submit your proposal in following 2 separate covers:

- i. Documents in support of Proof of Eligibility & Technical Proposal.
- ii. Financial Proposal

The proposal is required to be submitted in accordance with clause 1.3 hereof.

- 3.1 Document in proof of eligibility:
- 3.1.1 Following documents must be furnished in support of proof of eligibility
- i. Firm's experience for the last 5 (five) years supported by experience certificate from the client'
 - ii. Firm's turnover for the last 3 years, certified copy of the audit report may be furnished in support of the details
 - iii. List of equipments and the details of the office and key persons employed by the firm may be furnished. (List of equipment given)
 - iv. Similar nature of works in hand
- 3.1.2 The experience certificate from clients in support of having completed detailed project report of bridges of minimum length as specified in data sheet for the project size preferably in terrain of similar nature as that of proposed project. Certificate should indicate clearly the firm's Design/DPR experience, structures like bridges. Scope of services rendered by the firm should be clearly indicated in the certificate obtained from the client.
- 3.1.3 The minimum essential requirement in respect of eligibility has been indicated in the data sheet, the proposal found deficient in any respect of these requirements will not be considered for further evaluation
- 3.1.4 Deleted.

3.2 Technical Proposal

- 3.2.1 Under the technical proposal, only the CVs of the key personnel in the prescribed format as per Appendix-II 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.

- 3.2.2 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.
- 3.2.3 During preparation of the technical proposal, you must give particular attention to the following:
- i. *Total assignment period is as indicated in the enclosed TOR. A manning schedule in respect of requirement of key personnel is also furnished in the TOR which shall be the basis of the Financial proposal. You shall make your own assessment of support personnel both technical and administrative to undertake the assignment. Additional support and administrative staff need to be provided for timely completion of the project within the total estimated cost. It is stressed that the time period for the assignment indicated in the TOR should be strictly adhered to.*
 - ii. *No alternative to key personnel may be proposed and only one CV may be submitted for each position in the format given at Appendix-II. The minimum requirements of Qualification and Experience of all key personnel are listed in Enclosure-II. The proposal not meeting the minimum requirement specified shall not be evaluated further. However, the client reserves the right to lower the minimum requirements in the interest of work without giving any notice.*
 - iii. **Team Leader, Bridge Engineer and Survey Engineer** should be available from beginning of the project.
 - iv. *The availability of key personnel must be ensured at site during the period shown in the manning schedule;*
 - v. **Age limit for key personnel is 65 years (except Sr. Survey Engineer, whose age limit is 62 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 an appropriate period decided by MoRTH/ PWD.**
 - vii. *Age limit for supporting staff to be deployed on project is 60 years as on the date of bid submission.*
 - viii. *A good working knowledge of English Language is essential for key professional staff on this assignment. Study reports must be in ENGLISH Language.*
 - ix. *Photo, contact address and phone/mobile number of key personnel should be furnished in the CV.*
 - x. **Availability of few key personnel engaged for preparation of Detailed Project**
for the envisaged project may be ensured during first 3 to 4 months after start of the civil work, at site, during the period of survey and review of DPR by the Engineers of the construction agency engaged for the work and Engineers of the clients. For this purpose, payment shall be made as per actual site deployment of the key personnel at the man month rates quoted by the firm in their financial proposal. Further in case the clients requires the services of the consultant during stage of the civil work the required key personnel shall be made available and payment shall be made as above.
 - xi. Deleted
 - xii. *It may please be noted that in case the requirement of the 'Experience' of the firm/consortium as mentioned in the "Proof of Eligibility" is met by any foreign company, their real involvement for the intended project shall be mandatory. This can be achieved either by including certain man-months input of key experts belonging to the parent foreign company, or by submitting at least the draft feasibility report and draft DPR duly reviewed by the parent firm and their paying visit to the site and interacting with PWD. In case of key personnel proposed by the foreign company, they should be on its pay roll for at least last six months (from the date of submission).*
 - xiii. *In case a firm is proposing key personnel from educational/research institutions, a 'No Objection Certificate' from the concerned institution should be closed with the CV of the proposed key personnel committing his services for the instant project.*
 - xiv. Deleted
 - xv. Deleted.
- 3.3. Your technical proposal must include the following information using but not limited to the formats attached in Appendix – II.**
- i. *The composition of the proposed Team and Task Assignment to individual personnel.*

- ii. *Original Curriculum Vitae (CV) for the package need to be recently signed in blue ink by the proposed key professional staff and also 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.*
- iii. *Proposed work programme and methodology for the execution of the services illustrated with bar charts of activities, including survey equipment and procedure, any change proposed in the methodology of services indicated in the TOR, and procedure for quality assurance.*
- iv. *Estimates of the total time effort (person x months) to be provided for the services, supported by bar diagrams showing the time proposed (person x months) for each Key Professional staff.*
- v. *The proposal should clearly identify and mention the details of Material Testing LAB FACILITIES to be used by the Consultants for the project. In this connection, the proposals of the Consultants to use in-house LAB FACILITIES upto a distance of maximum 400 m. from the project site being feasible would be accepted. For all other cases suitable nearby material Testing Laboratory shall be proposed before Contract Agreement is executed.*
- vi. *In case the consultant envisages to outsource certain specialized services (e.g. geo-technical investigation, topographical survey etc.) 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. *Comments or suggestion on the TOR, if any.*

The data obtained from the topographic surveys should be handed over to PWD after the completion of services. The data should be in a form amenable to digital terrain model (DTM) commonly used by highway design software (MOSS/MX or equivalent as is being used in PWD/NHA).

3.4 The technical proposal must not include any financial information.

3.5 Financial Proposal

3.5.1 The Financial proposal should include the costs associated with the assignment. These shall normally cover: remuneration for staff (foreign and local, in the field, office etc), accommodation, transportation, equipment, printing of documents, surveys, geo-technical investigations/SSI, i/c **vetting of the design** 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 – III. 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-III shall be considered non-responsive and is liable to be rejected.

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

3.5.3 Costs shall be expressed in Indian Rupees in case of domestic Consultant and in Indian Rupees and US Dollars in case of foreign Consultant. The payments shall be made in Indian Rupees by the Public Works Department and the Consultant themselves would be required to obtain foreign currency to the extent quoted and accepted by PWD. 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.

3.5.4 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, Technical Proposal **and Financial 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 be submitted as indicated in the data sheet.**

4.2 You must submit original proposal as indicated in the Data Sheet. Each proposal will be sealed in an outer envelope which will bear the address and information indicated in the Data Sheet. The envelope must be clearly marked:

5. Proposal Evaluation

5.1 A three-stage procedure will be adopted in evaluating the proposal. In the first stage, eligibility of the firm will be ascertained on the basis of experience certificates from client, firm's turnover and equipments available with the firm as indicated in datasheet. In the second stage, a technical evaluation will be carried out prior to opening of financial proposal. The technical proposal should score at least 70 points out of 100 to be considered for financial evaluation. In the third stage, financial proposal of all eligible firms who pass in technical evaluation shall be opened and evaluation will be carried out. Firms will be ranked using a combined Technical/Financial score, as indicated in the Date Sheet.

5.2 Evaluation of Proof of Eligibility & Technical Proposal

The evaluation committee appointed by the Client will carry out its evaluation applying the evaluation criteria specified in the Data Sheet. Each responsive proposal will be attributed a technical score.

5.3 Evaluation of Financial Proposal

5.3.1 For financial evaluation, total cost of financial proposal will be considered. This however does not include service tax which are separately reimbursable. All other taxes and duties (like income tax, import duties, value added tax, customs duties etc) would be included for financial evaluation.

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

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

(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, T and F are values of weightage for technical and financial Proposals respectively as given in the Data Sheet.

6. Availability of key Professional staff.

6.1 Having selected Consultants, among other things, on the basis of an evaluation of proposed key professional staff, the Client expects to draw, within the proposal validity period, a contract on the basis of the staff named in the proposal and, prior to contract finalisation, will require assurances that the staff will be actually available. The Client will not consider substitutions during contract finalisation 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 implementation except under exceptional circumstances. For the reason other than death/ extreme medical ground (i) for replacement upto 33% of key personnel, remuneration shall be reduced by 5% (ii) for replacement between 33% to 50%, remuneration shall be reduced by 10% (iii) for replacement between 50 % and 66 % remuneration shall be reduced by 15 % (iv) for replacement beyond 66% of the total key personnel, the Client may initiate debarment proceedings so as to debar such consultant for future projects of PWD 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.

6.2 The details related to para 3.3 (v) and 3.3 (vi) would also be finalized during contract finalisation.

6.3 The RFP will be concluded with a review of the draft form of Contract. The Client and the consultants will finalize the contract to conclude RFP.

7. Performance Security

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

Guarantee from any schedule Bank (Indian nationalized bank or by a foreign bank through a correspondent bank in India) for an amount equivalent to 10 % of the total contract value to be received by him towards Performance Security valid for a period of three years beyond the date of completion of services. The Bank Guarantee will be released by PWD upon expiry of 18 months beyond the date of completion of services provided, rectification of errors, if any, found during implementation of the contract for civil work and satisfactory report by PWD in this regard is issued.

8. Penalty

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

9. Award of Contract

9.1 The Contract will be awarded to the successful most preferred Consultant. In the most preferred consultant refuses or fail to furnish the Bank Guarantee or sign the contract. The Client may invite the 2nd most preferred Consultant for the Contract.

9.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

10. Confirmation

We would appreciate you informing us by telex/facsimile:

- i. Your receipt of the letter of invitation.*
- ii. Whether or not you will submit a proposal.*

Thanking you.

Yours sincerely,

(N. Noren Singh)
Superintending Engineer,
National Highway Circle,
Room No. 318 (2nd Floor), Public Works Department,
PWD Complex,
Khuyathong Imphal,
Manipur - 795001.
E-mail:konsam_premkumar@yahoo.com

DATA SHEET

(References to corresponding paragraphs of LOI are mentioned alongside)

1. The Name of the Assignment is **“Design consultancy services i/c soil survey and investigation for preparation of Detailed Project Report for RCC Bridges on “Improvement of Bishnupur-Nungba Road 0 - 89.52 Km” in Manipur”**.

(The Name of project for which the firm is applying should be indicated in the format given in the technical proposal).

2. **The Name of the Client is:**

**Addl. Chief Engineer-III,
Public Works Department,
PWD Complex,
Ground Floor, North Block, Khuyathong Imphal,
Manipur - 795001.**

3. **Date and Time for submitting queries**

Date : 11 / 07 / 2014

Address :

**(N. Noren Singh)
Superintending Engineer,
National Highway Circle,
Room No. 318 (2nd Floor), Public Works Department,
PWD Complex,
Khuyathong Imphal,
Manipur - 795001.**

Phone No. & Fax : +91-385-2440422 (Ref. Para 2.2)

E-mail: konsam_premkumar@yahoo.com

4. **The Documents are:**

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

5. **Deleted**

6. **Tax and Insurance (Ref. Para 3.5.2)**

- a) **The Consultants and their personnel shall pay all taxes (including service tax), 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. The Consultant will remit service tax monthly or as applicable under the law and seek reimbursement from PWD.**

- b) **Limitations of the Consultant's Liability towards the Client (Ref. para 8)**

- i. Except in case of negligence or wilful 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 the damage caused by the Consultants to the Client's property, shall not be liable to the
- ii. for any indirect or consequential loss or damage; and,
- iii. for any direct loss or damage that exceeds; (A) the 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.
- iv. The Limitation of liability shall not affect the Consultants' liability, if any, for damage to Third

Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

- c) The risks and the coverages shall be as follows:
- i. 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
 - ii. Third Party liability insurance with a minimum coverage, for Rs. 5.00 lakhs for the period of consultancy.
 - iii. (i) The Consultant shall provide to PWD 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 PWD in a joint venture or 'in association', the policy must be procured and provided to PWD 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 PWD. 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.**

7. The number of copies of the proposal required to be submitted: **2 (two) (1 original+1 copy)**
(Ref para 4.1 & 4.2)

8. The address is **– (Ref. para 4.2)**

(N. Noren Singh)
Superintending Engineer,
National Highway Circle,
Room No. 318 (2nd Floor), Public Works Department,
PWD Complex,
Khuyathong Imphal,
Manipur - 795001.
Phone No: +91-385-2440422.
E-mail: konsam_premkumar@yahoo.com

9. **The envelopes must be clearly marked:**

- i. ORIGINAL PROPOSAL or COPY OF PROPOSAL as appropriate;
- ii. DOCUMENTS IN PROOF OF ELIGIBILITY & TECHNICAL PROPOSAL or FINANCIAL 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

The proposals for Proof of Eligibility, Technical Proposal and Financial Proposal be submitted as per para 3 of LOI.

10. The date and time of proposal submission are: 5/10/2011 (upto 11:00 hrs) (Ref. Para 4.4)

11. Proposal Validity period (days, date): 120 days (Ref. Para 4.5) Evaluation criteria:
 (Ref. Para 3 & 5)

12 First stage evaluation – eligibility requirement. (Ref. Para 3.1 & 5.1)

(i) Data sheet for furnishing information on Firm's Experience

Sl. No.	Name of the Project	Name & Address of Client wit Tel. No.	Total Length	Cost of consultancy (in Rs.)	Date of Start and Completion	Brief scope of work	Name of key person Deployed
1	2	3	4	5	6	7	8

*The details of bridges having length more than 60 m must be given.

(ii) Eligibility criteria for sole applicant firm or lead partner in case of JV (ref Para 1.8.3)

Sl. No.	Minimum Experience of preparation of DPR of Highways / Bridges in the last 7 years (NH/SH/Equivalent)	Annual average turnover
1	2	3
1	Firm should have experience of preparation of Detailed Project Report of at least two bridges of 60 m length.	Annual average turnover for last 3 years of the firm from consultancy services should be equal to or more than Rs. 0.50 crore (Fifty Lakhs).

iii. In case of JV, lead partner must fulfill the requirements as at (ii) above. Other JV partner should have minimum experience of preparation of detailed project report for two lane highway projects of at least 20 km aggregate length or four lane highway projects of at least 10 km aggregate length (NH/SH or equivalent).

Note : If the applicant firm has / have prepared the DPR projects solely on its own, 100 % weightage shall be given. If the applicant firm have prepared the DPR 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. No weightage shall be given for a DPR project prepared by a firm in the capacity of an associate Consultant of another firm.

iv. List of minimum essential equipment which the firm must possess for eligibility

1	Laboratory facility Soil testing facility for atterberg limits, soil classifications, moisture content, density, CBR value, etc.
2	Survey equipment Total station with appropriate software's
3	Office equipment Computer Plotter
4	Software MX/ MOSS or equivalent AutoCAD STAD or equivalent AutoCAD STAD or equivalent

(v) Additional essential equipment

1	GPS Survey	The firm can either own this necessary equipment for this specialized services or furnish an undertaking indicating the arrangement for carrying out such services.
2	Geotechnical investigation	The firm can either own necessary equipment for these specialized services or furnish an undertaking indicating the arrangement for carrying out such services through empanelled consultant with the MORT&H or consultants who had carried out similar works under NHA, ADB & other externally funded projects.
3	Condition survey and testing of existing bridge structures	

(vi) Details regarding work in hand of the similar type must be furnished in the format given below:

Sl. No.	Name of the project.	Name & address of Client with tel. no.	Total length	Cost of consultancy (in Rs.)	Date of Start and Completion	scope of work DPR/	Name & position of the key persons deployed and their total man months & remaining man months.
1	2	3	4	5	6	7	8

12.2 Second stage technical evaluation (Refer Para 5.1 and 5.2)

The points given to evaluation criteria are:

Evaluation Criteria for Technical Proposal

Sl. No.	Description	Points	Break up details in Para 12.2.1
1	2	3	
1	Firms Relevant Experience in last 7 years	15	
2	Adequacy of Approach and Methodology	5	
3	Survey & Investigation Equipment and Software proposed to be used	10	
4	Qualification and Relevant Experience of the Proposed Key Personnel	70	
		100	

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

Weightage Points for Key Professionals

Sl. No.	Description	Points	Break up details in Para 12.2.2
1	2	3	
1	General Qualification.	25	
2	Employment with firm.	5	
3	Relevant Experience and Adequacy for the Project.	70	
	Total	100	

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

(i) Firms relevant experience in last 7 years (2005 onwards)

(a)	Specific experience of the DPR consultancy related to the Assignment for eligibility	12
(b)	DPR of Bridge having length more than 100 m	3
	Total	15

(ii) Adequacy of the proposed work plan and methodology in responding to the TOR Sub criteria:

		5	
(a)	Understanding TOR		2
(b)	Quality methodology		2
(c)	Work Programme and Manning Schedule		1
		<u>Total</u>	<u>5</u>
(iii)	Survey and investigation equipment and software proposed to be used	10	
(iv)	Qualification and competence of the key staff for adequacy of the Assignment		70

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

Sl. No.	Key-Personnel	Points
1	2	3
1	Senior Bridge Engineer cum Team Leader	25
2	Bridge Engineer	15
3	Material-cum-Geo-technical Engineer	15
4	Highway Engineer	15
5	Senior Survey Engineer	15
6	Quantity Surveyor/Documentation Expert	15
	Total Points	100

12.2.2 The number of points to be given for qualification and competence of the key staff for the assignment are:

(i) General Qualification:		25
Sub-Criteria		
(a) Educational Qualification	10
(b) Professional Experience	10
(c) Training, Publication etc.	5
	Total	25

Note: 75% points will be given for personnel having minimum qualification; for any higher qualification points shall be increased suitably.

(ii) Adequacy for the project		70
Sub-Criteria:		
(a) Experience in specific positions in similar project in Developed/Developing countries etc.....		30
(b) Experience relevant to particular assignment as mentioned in TOR.....		
		<u>40</u>
	Total	70
(iii) Employment with firm		<u>5</u>
	Total	5

Grand Total Points 100

The minimum technical score required to pass is:

75 Points

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

12.3 Third stage – Evaluation of Financial proposal (Ref. para 5.1 & 5.3)

Financial Proposals will be opened of all qualified consultants in accordance with clause 5.1 thereof. 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 thereof.

- 12.4 The weight (T) given to the Technical Proposal 70 per cent. (Ref. Para 5.4)
The weight (F) given to the Financial Proposal 30 per cent.
13. The common currency is "Indian Rupee". (Ref. Para 3.5.3)
Fixed Exchange rate for conversion (for bid evaluation purpose only):
1 US \$=Rs. 50.00
14. Commencement of Assignment (Date, Location): The Consultants shall commence the services within fifteen days of the date of effectiveness of the contract at locations as required for the project stretch stated in TOR. (Ref. Para 9.2)

Appendix-I**TERMS OF REFERENCE (TOR)****Design consultancy services i/c soil survey and investigation for preparation of Detailed Project Report for RCC Bridges on "Improvement of Bishnupur-Nungba Road 0 - 89.52 Km" in Manipur.**

1. **Background:** - The existing Bailey bridges on Bishnupur-Nungba Road Km 0.00 - km 89.52 in the state of Manipur are single lane bridge of 3.75 m width. As the road is going to be upgraded to Intermediate Double Lane (IDL) Standard having pavement width of 5.50 metres and a total formation width of 7.70 metres, the existing bridges are causing hindrance to smooth flow of traffic due to the constricted width. It is therefore, proposed to construct RCC bridges under the funding of the NEC, MDoNER. Brief details of the bridges are as follows:-

SL No.	Name of the locality or River / Stream	Location (km.) Km 0.00 at Bishnupur	Length of existing bridge in 'm' with span arrangement
1	Thongjaorok River	2.00 km	30.00 metre Bailey bridge
2	Leimatak River	30.33 km	50.00 metre Bailey bridge
3	Irang River	69.394 km	65.00 metre Bailey bridge

The bridge sites can be reached from Bishnupur which is 27.00 Km from Imphal on NH-150 (New NH-2) or from Rengpang on NH-53 (New NH-37) which is 112.00 Km from Imphal.

It is proposed to engage suitable consultant from the list of consultants empanelled by the Ministry of Road Transport & Highways, from reputed Firms who had undertaken similar assignments under MORTH, NHA or externally funded projects, who will provide consultancy services for carrying out detailed engineering for construction of bridges across above rivers including its approaches, ancillary works and river protection works replacing the existing Bailey Bridges i/c sub-soil investigation of the bridge sites.

2. **Objectives:-**

(a) The main objective of study is to carry out detailed engineering and prepare a detailed project report (DPR) for construction of this major / minor bridges, its approaches and ancillary works in the most economical manner consistent with the proposed formation width of the road 7.70 metres and requirements of safe, uninterrupted and high speed travel and to establish technical, economical and environmental viability etc. & also keeping in view of the mountainous terrain. In view of the proposed width of the road formation as 7.70 metres, the total width of the bridges is also proposed to be kept as 8.60 metres (overall width) and carriageway width as 7.50 metres. The Ministry's standard design and drawings for superstructures may also be adopted.

3. **Consultancy Services**

The consultancy work shall comprise of

- (i) Feasibility study/ preliminary Project report preparation.
- (ii) Detailed Engineering i/c SSI report and plan of construction.
- (iii) **Services of vetting of the design by a reputed Institute like the IITs.**

3.1 Feasibility study: Not required

The survey and Investigation and preparation of DPR shall be broadly governed by the guidelines laid down in IRC: SP: 19 -2001. However additional task or assignments may also be required as per the requirements of the Project.

3.2 Detailed Engineering and plan of construction shall comprise of .

- (i) Detailed reconnaissance;
- (ii) Geotechnical Engineering (SSI)
- (iii) Soil and Material Survey for the new bridge as well as available sources of Materials with their suitability as per relevant specifications of IRC and MORTH.
- (iv) Inventory and condition surveys for bridges, cross-drainage structures and drainage provisions for the approaches to the bridge;

- (v) Detailed topographic surveys using Total Stations and GPS;
- (vi) Identification of sources of construction materials;
- (vii) Detailed design for construction of bridges, cross-drainage structures, preparation of general arrangement drawing (GAD) and detailed drawings for bridges, cross drainage structures in the immediate vicinity.
- (viii) Value analysis/value engineering and Project costing
- (ix) Strip plans indicating the scheme for carriageway widening for the approaches, location of all existing utility services (both over and underground) and the scheme for their relocation, trees to be felled and planted;
- (x) Preparation of detailed project report, detailed bill of quantities (BOQ) only .

4. **Scope of consultancy services:**

The activities of consultancy service shall comprise but not limited to the following:-

- Topographical Survey
- Soil Survey & Investigation
- Cross Drainage studies in the immediate vicinity of the proposed bridge sites

4.1 **Topography Survey:**

Topography surveys shall be carried out using high precision instruments such as GPS, Total Stations, Auto-levels etc with the basic objective to capture the essential ground features along the alignment. The data from the topography surveys shall be available in (x,y,z) format for use in sophisticated digital terrain model (DIM).

i) Topography Surveys of the Proposed Bridge:

Collection of details for all features such as culverts utilities, existing roads, electric and telephone installations (both O/H as well as underground), huts, buildings, fencing and trees (with girth greater than 0.3 metre) oil and gas lines etc., falling within the extent of survey.

The preferred (i.e. selected) surveyed alignment shall be transferred on to the ground as under Reference Pillar and Bench Mark Reference pillar of size 15 cm. X 15 cm. X 45 cm. shall be cast in RCC of grade M 15 with a nail fixed in the centre of the top surface and embedded in concrete up to a depth of 30 cm. with CC M10 (5 cm. wide all around). The balance 15 cm. above ground shall be painted yellow.

- ii) Carryout Geo-technical investigation and subsoil exploration as per details given below for the bridges (proposed) as per relevant IRC standard (IRC 78):-

4.2 **Geo-technical Investigations and Sub-Soil Exploration**

The Consultants shall carry out geo-technical investigations and sub-surface explorations for the proposed Bridges, along high embankments and any other location as necessary for proper design of the works and conduct all relevant laboratory and field tests on soil and rock samples. The minimum scope of geo-technical investigations for bridge and structures shall be as under: Investigation shall be carried out to determine the nature and properties of existing soil in bed, banks and approaches with trial pits and bore hole sections showing the levels, nature and properties of various strata to a sufficient depth below the level suitable for foundations, safe intensity of pressure on the foundation soil, proneness of site to artesian conditions, seismic disturbance and other engineering properties of soil etc.

Location of Boring

- i. One on Each abutment and one in mid stream.
 1. The deviation(s), if any, by the Consultants from the scheme presented above should be got approved by PWD.
 2. However, where a study of geo-technical reports and information available from adjacent crossings over the same waterway (existing highway and railway bridges) indicates that subsurface variability is such that boring at the suggested spacing will be insufficient to adequately define the conditions for design purposes, the Consultants shall review and finalised the bore hole locations in consultation with the PWD officers.
 3. Sub-soil investigations will be done as per IRC 78-2000.
 4. The scheme for the borings locations and the depth of boring shall be prepared by the Consultants and submitted

to PWD for approval. These may be finalised in consultation with PWD.

5. The sub-soil exploration and testing should be carried out through the Geo-technical Consultants who have done Geo-technical investigation work in similar project. In case of outsourcing Geo-Technical Investigation, the firm selected by the Consultant for this purpose should also be got approved from PWD before start of such works. The soil testing reports shall be in the format prescribed in relevant IRC Codes.

44.3 Material Investigations

1. The Consultants shall identify sources (including use of fly-ash/ slag), quarry sites and borrow areas, undertake field and laboratory testing of the materials to determine their suitability for various components of the work and establish quality and quantity of various construction materials and recommend their use on the basis of techno-economic principles. The Consultants shall prepare mass haul diagram for haulage purposes giving quarry charts indicating the location of selected borrow areas, quarries and the respective estimated quantities.
2. It is to be ensured that no material shall be used from the right-of-way except by way of leveling the ground as required from the construction point of view, or for landscaping and planting of trees etc. or from the cutting of existing ground for obtaining the required formation levels.
3. Environmental restrictions, if any, and feasibility of availability of these sites to prospective civil works contractors, should be duly taken into account while selecting new quarry locations.
4. The Consultants shall make suitable recommendations regarding making good the borrow and quarry areas after the exploitation of materials for construction of works.
5. The Material Investigation aspect shall include preparation and testing of bituminous mixes for various layers and concrete mixes of different design mix grades using suitable materials (binders, aggregates, sand filler etc.) as identified during Material Investigation to conform to latest PWD specification.

4.4 Detailed Design of Road and Pavements, Bridges, Structures for Approaches.

4.0.4.1 Design Standards

1. The Consultants shall evolve Design Standards and material specifications for the Study primarily based on IRC publications, PWD Circulars and relevant recommendations of the international standards (American, Australian, British, Canadian, Japanese) for approval by PWD.
2. The Design Standards evolved for the project shall cover all aspects of detailed design including the design of geometric elements, pavement design, bridges and structures, traffic safety and materials.

4.0.4.2 Design of Embankments for Approaches.

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

4.0.4.3 Design of Bridges and Structures

The main objective of the consultancy services is to establish the aesthetic, technical, economical and financial viability of the Project and prepare Detailed Project Reports for construction of 2-lane bridge along with approach roads, at least about 2 km length on each side of the bridge. Siting of bridges, feasibility studies and project preparation shall be primarily carried out in accordance with IRC: 5 and IRC Manual for Project Preparation of bridges and other Codes and Specification and in consultation with respective Irrigation / Waterways Authorities.

In case the proposed bridge requires model study, the same shall be got done at a recognized Institution. The consultant will be responsible for identifying the Institution, supplying requisite data and coordinating the model study. The amount to be paid to the Institution shall be borne by the Employer.

Additional points

1. **4.1** Primary Tasks The scope of services shall also cover the following :
 - i. Inventory and condition surveys for existing river bank training/ protection works.
 - ii. Detailed Design of approach roads (extending at least up to approximately 2 km on each side of the bridge).

- iii. Detailed Design of Bridge, cross drainage structures, underpasses & other structures as required.
- iv. Preparation of GAD, construction drawings etc.
- v. Strip plan for bridge and approach road.
- vi. Design discharge and scour depth

2.4.7 Review of Data and Documents

The data and documents of major interest shall also include the following:

- a) Existing geological maps, catchment area maps, contour plans etc. for the project area
- b) Hydrological data, catchment area characteristics, river/channel characteristics, flood flow data and seismological data etc.
- c) Condition of existing river bank / protection works, if any.
- d) Sub surface and geotechnical data for existing nearby bridges.
- e) Detailed drawings of nearby existing bridges.

3.4.11.1 Reconnaissance and Alignment

- a) The consultant should make an in depth study of available geological maps, catchment area maps, contour plans, flood flow data and seismological data.
- b) The primary tasks to be accomplished during the reconnaissance surveys also include:
 - i. Typical physical features along the approach roads
 - ii. Possible bridge locations, land acquisition problems, nature of crossings, likely length of approaches and bridge, firmness of banks, suitability of alignment of approach roads

4.4.11.2 Topographic surveys

- a) The detailed field surveys would essentially include the topographic surveys along the proposed location of bridge and alignment of approach road.
- b) The detailed topographic surveys should be carried out along the approach roads alignment and location of bridge approved by PWD.

4.5 Longitudinal and Cross sections

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

Cross section of the channel at the site of proposed crossing and few cross sections at suitable distance both upstream and downstream, bed level upto top of banks and ground levels to a sufficient distance beyond the edges of channel, nature of existing surface soil in bed, banks & approaches, longitudinal section of channel showing site of bridge etc.

6. 4.11.4.2 Hydraulic and Hydrological Investigations

- a) The consultant shall also collect information on observed maximum depth of scour of river course through structure, afflux, extent and magnitude of flood, effect of backwater, if any, aggradations/degradation of bed, evidence of scour etc. shall be used to augment the available hydrological data. The presence of flood control/irrigation structures, if affecting the hydraulic characteristics like causing obliquity, concentration of flow, scour, silting of bed, change in flow levels, bed levels etc. shall be studied and considered in design of bridges. The details of any future planned work that may affect the river hydraulics shall be studied and considered.

4.5.1 General

1. The Consultant shall prepare General Arrangement Drawing (GAD) and Alignment Plan showing the salient features of the bridges and structures proposed to be constructed / reconstructed along the road sections covered under the Study. These salient features such as alignment, overall length, span arrangement, cross section, deck level, founding level, type of bridge components (superstructure, substructure, foundations, bearings, expansion joint, return walls etc.) shall be finalized based upon hydraulic and geo-technical studies, cost effectiveness and ease of construction. The GAD shall be supplemented by Preliminary designs. In respect of span arrangement and type of bridge a few alternatives with cost-benefit implications should be submitted to enable PWD to approve the best alternative.
2. Subsequent to the approval of the GAD and Alignment Plan by PWD, the Consultant shall prepare detailed design as per IRC and MoRTH guidelines and working drawings for all components of the bridges. The Consultant shall furnish the design and working drawings for suitable protection works and/or river training works wherever required.

3. Dismantling/ reconstruction of existing structures shall be avoided as far as possible except where considered essential in view of their poor structural conditions/ inadequacy of the provisions etc. The existing structures having inadequate carriageway width shall be widened / reconstructed in part or fully as per the latest PWD guidelines. The Consultant shall furnish the detailed design and working drawings for carrying out the above improvements.
4. The existing structures having inadequate carriageway width shall be widened/ reconstructed in part or fully as per the latest Mo SRT&H guidelines. The Consultant shall furnish the detailed design and working drawings for carrying out the above improvements.
5. Suitable repair / rehabilitation measures shall be suggested in respect of the existing structures as per IRC-SP:40 along with their specifications, drawings and cost estimate in the form of a report. The rehabilitation or reconstruction of the structures shall be suggested based on broad guidelines for rehabilitation and strengthening of existing bridges contained in IRC-SP:35 and IRC-SP:40.
6. Subsequent to the approval of the GAD and the alignment plan by PWD, detailed design shall also be carried out for the proposed underpasses, overpasses and interchanges.
7. The Consultants shall also carry out the design and make suitable recommendations for protection works for bridges and drainage structures.
8. In case land available is not adequate for embankment slope, suitable design for RCC retaining wall shall be furnished. However, RES wall may also be considered depending upon techno-economic suitability to be approved by PWD.

4.6 Environment and Social Impact Assessment:-

The project shall not have any impact on Environment. However an IEA may be done to confirm the non volatile nature of the project.

4.6.1 Social Assessment: - No social issues shall be involved in the project. However a preliminary study may be carried out for confirmation.

4.7 Phase II: Detail Project Report (D.P.R.)

The consultant shall carry out the detail project engineering study of the proposed bridge as per relevant IRC standards and manuals and submit detail project reports (DPR). Broad scope of work to be done in Phase II shall be as under:

- (a) Finalise span arrangement, type of foundation, substructure and super structure of all the bridges on the approved alignment based on Geotechnical investigation, hydrology
- (b) Prepare detail design and drawing of the bridge i/c approach alignments. Computer aided design shall be supported with manual calculations.
- (c) Prepare detailed project reports (DPR) as per IRC SP: 19 and as defined in ante and subsequent paras taking into account the above detail in particulars.

5. Sequencing of Project Preparation:

Project preparation activities will be split into the following stages:

10.1 Quality Assurance Plan (QAP) Document

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

5.1 Stage – 1 Inception Report (IR)

The consultant is required to submit an Inception Report within 15 days from the date of award of the work. The report shall cover at least the following major aspects

- i) Project appreciation
- ii) Detailed methodology and work plan (after collection/collation of necessary information) to meet the requirements of TOR indicating number of teams and their composition proposed to be deployed, scheduling of various sub- activities to be carried out for completion of different stages of the work within the stipulated time;
- iii) Task assignments and detailed work schedule/programme;
- iv) Performa for data collection;
- v) Key personnel to be employed for various activities including manning schedule;
- vi) Quality Assurance Plan. (QAP) finalised in consultation with client;
- vii) Draft design standards.

5.2:- Stage :- 2 Project Study for Preparation of Preliminary Project Report (PPR) :

The consultant shall commence the preparation of Preliminary Project Report in accordance with the accepted Inception Report and shall submit Draft PPR within 60 days from the date of commencement of services. The report shall contain at least the followings:

- i. Design standards finalized in consultation with PWD
- ii. Topography survey details ;
- iii. Cross-section of proposed approaches to the bridge ;
- iv. Details of existing & proposed bridges

The basic data obtained from the field studies and investigation shall be submitted in a separate volume as an Appendix to Preliminary Project Report.

5.3 Stage: - 3 Detailed Engineering and Detailed Project Report.

The PPR after modification as per department's suggestion/ finding shall be submitted to the PWD for approval of the proposed route and subsequent freezing of the alignment. This shall be immediately communicated to the consultant who shall proceed for preparation of the draft DPR. The consultant is required to submit Draft D.P.R. within 30 days after the approval of PPR. The draft DPR shall cover the entire scope of services as required from the consultant for detailed engineering. The report should be provided both in hard copies and Floppies / CDs compatible with MS-Office 2000 or any update version (MS-Words/MS-Excel/MS-Access).

The **draft DPR submission** shall be construction package-wise and shall consist of Main Report, Topography Survey Report, Design Report, Material Report, Environmental Report, Detailed Geo-technical and Sub-soil Exploration Report, Drawings. The Documents and Drawings shall be in the following format:

5.3.1 Volume-I,

i. Main Report :

This report will present the project background, details of surveys and investigations carried out, analysis and interpretation of survey and investigation data, traffic studies and demand forecasts, designs, cost estimation, environmental aspects, economic analysis and conclusions. The report shall include Executive Summary giving brief accounts of the findings of the study and recommendations.

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

Topographical Survey Report will give methodology used and shall include the following :

- a) Control Point Survey with GPS
- b) Continuous Traverse with Total Station

- c) Establishment of Bench Marks
- d) Surface levelling.

The report shall give coordinates and levels for all the established cardinal points / various Travers Stations / Bench Marks etc. The report shall also give “ feature codes “ compatible with software used, besides, it would contain all the details of established GPS reference pillars and BM reference pillars.

ii) Materials Report:

The Materials Report shall contain details concerning all types of proposed construction materials including the proposed quarries and possible sources of water for construction purposes.

5.3.2 Volume – II, Design Report:

This volume shall contain design calculations, supported by computer printout of calculations wherever applicable. The Report shall clearly bring out the various features of design standards adopted for the study. The design report will be in two parts. The sub-soil exploration report including the complete details of boring done, analyses and interpretation of data and the selection of design parameters shall be included as an Appendix to the Design Report.

The detailed design for all features should be carried out as per the requirements of the Design Standards for the project.

5.3.3 Volume – III, Drawings:

All plan and profile drawings will be prepared in scale 1:250 V and 1:2500H scale. In addition this volume will contain drawings for the following:

- a) Horizontal Alignment and Longitudinal Profile.
- b) The cross-section of the river bed at 100m (L/S) 100 m (D/S) and at the proposed bridge point up to 500 m length from each abutment on either side for each bridge.
- e) Detailed Working Drawings for construction of Bridges and Structure.

5.4 Final Detailed Project Report, Documents and Drawings :

The final DPR consisting of Main Report, Design report, Detail Design report, Materials Report, Vetting Report incorporating all revisions deemed relevant following receipt of the comments from the employer on the draft DPR shall be submitted within 15 days of the receipt of comments on the Draft DPR or within 180 days of commencement of services whichever is later. as per IRC SP: 19 and as defined in Ante and subsequent paras taking into account the above detail in particulars.

6. Services and Facilities to be provided by the Government:-

The Government shall not be responsible for providing any services and/or facilities to the appointed consultant during the phase of carrying out studies. The consultant will have to arrange all facilities/services required to carry out the assigned work on this project at their own cost. The financial proposal shall include all the required costs with breakups. However, introductory recommendation letters and Schedule of Rates shall be provided to the consultants on request from concerned authorities. Any additional services and facilities if required shall be made available on payments to the concerned authorities. However, Government will not be bound to provide the facilities as required by the consultant.

7. Reporting Requirements:

The consultant shall furnish to the client the following reports and documents both in hardcopies & floppies. All reports and documents shall be in English.

	<u>Type of Reports</u>	<u>Nos.</u>	<u>Time Schedule (from date of start)</u>
1	Inception report & QAP	5 Copies	15 days
2	Draft Preliminary Project Report (Phase-I)	4 Sets	45 days
3	Draft DPR (Phase – II)	4 Sets	90 days
4	Final DPR (Phase –III) with only BOQ	6 Sets	120 days

8. Payments towards Geo-Technical investigation :

Consultant is required to quote an average single rate per linear metre for bore-hole drilling through all types soils (including rock etc). For estimate purpose, a notional quantity of 180 linear metres has been considered to bring all the proposals at uniform input level to enable the client to finalise the contract value. However, the consultant shall be paid for the actual quantity of boring done by him at his accepted rate of boring.

9. Resource Input by the Consultant

9.1 Man month requirement

The consultant shall display suitable an adequate personal to ensure completion of the job strictly within the time frame specified. However, the following man months have been indicated for guidance.

<u>Sl. No.</u>	<u>Key-Personnel</u>	<u>Man-month</u>
1	Senior Bridge Engineer cum Team Leader	3
2	Bridge Engineer	4
3	Material-cum-Geo-technical Engineer	2
4	Highway Engineer	1
5	Senior Survey Engineer	2
6	Quantity Surveyor/Documentation Expert	3
	Total	18
7	Other Personnel (as per requirement assessed by the consultant supported with details)	
Note: - Minimum qualification of key personnel should be as prescribed in the TOR.		

9.2 Geo-Technical Investigation:

As mentioned earlier, the financial proposal of the Consultant shall include cost towards complete **Geo-Technical Investigation** including cost of sampling, testing and analysis etc., complete. The consultant is required to quote his average rate per linear meter of boring through all types of soils (including rock etc.). The Consultant shall predict the total quantity of bore-hole lengths and indicate in his proposals. However, the consultant shall be paid for the actual length of bore-holes drilled for the project using his quoted rate per meter for boring through all types of sub-soil strata.

9.3 Input of Others Resources :

The consultant for his own use for this project may include in his financial proposal, the cost of the other inputs such as furniture, computer facilities, cost towards transport and communication, office rent, stationery, per diem allowance, printing of documents etc. As far as possible, only rental costs should be charged/included in the financial proposal. In case there exist cost towards any other items not considered above, the same may also be included under this sub-head. Consultant should also include in his Financial Proposal the rental provision of one A.C. car for entire period of consultancy for the use of client. Beside, the consultant shall provide to the client (i) The Air Conditioner (IST) and (ii) one photocopier heavy duty. In case, if any additional cost are involved but somehow not included in the financial proposal, the same shall be deemed to have been included in other line items and nothing extra shall be paid for.

10. Performance Security

Within 10 days of the letter of acceptance, the consultant shall deliver to the employer a performance security in the form of bank guarantee for an amount equivalent to 5 % of the contract price. The bank Guarantee shall be got issued from any Scheduled bank and shall remain valid during the currency of work and shall not be less than 18 months period from the date of completion of the services.

11. Responsibility for Accuracy of Project Repots

The consultant shall be responsible for accuracy of all the data used in project preparation and estimate prepared by him as part of the project. He shall indemnify the client against any inaccuracies in the work.

12. JOB SPECIFICATION AND MINIMUM QUALIFICATION OF KEY PERSONNEL

12.1 SENIOR BRIDGE ENGINEER CUM TEAM LEADER

The position requires an Engineer, preferably with a Masters degree or equivalent in structural/Bridge engineering, with minimum 15 years experience. The candidate must have capability to design Bridges with various alternative materials and structural arrangements, He should have designed independently at least two Major Bridges (60 m length). Experience in designing and implementing Bridge construction is essential. The candidate must have the experience of planning & monitoring geometrical and hydraulic investigation for the Bridge and interpreting the findings thereof.

12.2 BRIDGE ENGINEER

He should be a Bachelor Degree in Civil Engineering, preferably with a post graduate degree in structural Engineering with memberships of Institution, with minimum 10 year experience. The candidate must possess experience in Infrastructure/ Highway work for at least six year as Bridge Engineer / Assistant Bridge Engineer (Design/ Supervision). The candidate should have project experience working on Highway Construction Project for at least 2 bridge project (costing over Rs. 150 million each) in National Highways.

Highway Engineer-cum-Pavement Engineer

i) Educational Qualification

Graduate in Civil Engineering

Essential

ii) Essential Experience

a) Total Professional Experience Min. 15 years on road construction works.

iii) Age Limit 65 years on the date of submission of proposal

12.3 MATERAIL ENGINEERING CUM GEOMETRICAL ENGINEER

This position requires an Engineer who should have done Post-graduate engineering with Soil Mechanics/Geo Technical Engineering as major field of study during Post-graduation studies. He shall have at least 12 years professional engineering experience including 8 years in supervising sub-soil investigation for Road/ Bridge foundations and testing and evaluation of highway construction materials and must be thoroughly familiar with all the standard laboratory testing procedures adopted in case of highway projects. Better qualification and experience on above lines will be considered for higher rating in evaluation.

12.4 SURVEY ENGINEER

The position requires an Diploma in Civil Engineering, preferably Bachelor Degree in Civil Engineering and Membership of Institutions with a minimum experience of 10 years for degree holder & 15 years minimum for diploma holders. The candidates should possess Experience in Infrastructure/ Highways Projects worked as Surveyor/ Assistant Survey/ Survey Engineer for minimum 6 years on highway projects of similar nature. The candidate should have project experience working on Highway Construction Project for at least 2 highway project of similar nature (costing over Rs. 150million each).

12.5 QUANTITY SURVEYOR

He should be graduate in Civil Engineering/Quality Surveying from a recognized University/Institution with at least 5 years experience as quantity Surveyor. Diploma in Civil Engineering with al least 20 years work experience at responsible position will also be acceptable. He should have expertise in quantity surveying and tender documentation. He shall be conversant with the use computer software for computing unit rates, quantities and costs.

12.6 SENIOR SURVEY EXPERT

This position is of specialist nature and the expert is expected to have through understanding for modern computer based methods of surveying like GPS, total stations, use of satellite, imagery, digital terrain model as input to highway design software (e.g. M_k, In-road, Novapoint etc.) as being practiced in project preparation during modern highway construction. The candidate is expected to contribute significantly by guiding/supervising

the surveyors in improving the quality of survey works for achieving maximum possible accuracy without any gap in survey based details. The candidate should at least be a qualified Surveyor. He should have minimum 10 years professional experience including at least 5 years in highway related projects using Total Station auto level etc.

13. Mode of Bidding:-

All the offers should be **in two envelop one cover** System

- (i) Technical Bid
- (ii) Financial Bid.

13.1 Technical Bid

The Technical Bid shall include detailed profile of the consultancy firm, records/testimonials of past experience in the field, profile of the staffs to be concerned with the Project. The Consultant should also provide a brief summary of the Methodology to be adopted, software and hardware to be used in the Project.

13.2 Financial Bid.

The Financial Bid shall cover all the aspects of the Project and shall be inclusive of all taxes and relevant charges. No alternation or addition shall be allowed in later stages. The Bid may be sub divided or sub grouped for purpose of clarity. However the total cost shall be the ruling criteria for fixing the lowest bidder. The department is not bound to accept the lowest bidder.

13.3 Selection Criteria:- The selection of the Consultant will be based on **Quality cum Performance Criteria**

14. Payment Schedule:-

Payments schedule for the work shall be as follows :-

- | | | | |
|------|--|-----|-----------------------|
| (i) | Submission of Inception Report | 15% | of the Contract Value |
| (ii) | Submission of Draft PPR & SSI report | 30% | of the Contract Value |
| (iv) | Submission of draft Phase – II report (DPR) along with the vetting report of the design & drawing | 25% | of the Contract Value |
| (v) | Approval of final DPR report | 20% | of the Contract Value |

On submission of of required project clearance from concerned agencies 10%

The eligible payment towards Geo-Technical investigation (i.e. bore logs for bridges) shall be made separately in two 2-3 monthly instalment in addition to schedule payments as described above.

Any other prepared, incomplete/inadequate or part submittal shall be deemed as invalid submittal. The adequacy of the submittal shall be determined at the sole discretion of the client.

Dated the th 2014

**Superintending Engineer
National Highways Circle
PWD, Manipur**

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

**Appendix II
(Form-I)**

TECHNICAL PROPOSAL

FROM: TO:

_____	_____
_____	_____
_____	_____
_____	_____

Sr:

Subject: Hiring of Consultancy Service for

Regarding Technical Proposal

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

_____.

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

(Authorized Representative)

(Form-II)

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

Name of Group: _____

Sl. No.	Name of Project	Consultancy Package No.	Names of Proposed Key Personnel
---------	-----------------	-------------------------	---------------------------------

1

2

3

4

(Form-III)**FIRMS 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 stated below:

Assignment Name: Country:

Location within Country : Professional Staff Provided
by your firm:

No. of Staff :

Name of Client :

No. of Staff Months :

Address :

Approx. Value of
Services : (in current USD) :

Start Date

(Month /
Year)

Completion Date

(Month / Year)

Name of Association Firm(s) if any : No. of Months of Professional
Staff provided by Associated Firm(s)

Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and
functions performed:

Narrative Description of Project :

Description of Actual Services Provided by your Staff :

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

(Form-IV)**CONSULTANT NAME:****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 ½ of a page]
- 2) Methodology for services, surveying, data collection [not more than ½ of a page]
and analysis
- 3) Quality Assurance system for consultancy assignment [not more than ½ of a page]

(Form-V)**COMMENTS/ SUGGESTIONS OF CONSULTANT****On the Terms of Reference:**

- 1.
- 2.
- 3.
- 4.
- 5.
- ..
- ..

On the Data, services and facilities to be provided by the Client indicated in the Terms of Reference.

- 1.
- 2.
- 3.
- 4.
- 5.
- ..
- ..

(Form-VI)

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

I. Technical/Managerial Staff

Sl. No. Name

Position

Task Assignment

1

2

3

4

II. Support Staff

S.No. Name

Position

Task Assignment

1

2

3

4

..

..

..

(Form-VII)**Format of Curriculum Vitae (CV) For Proposed Key Staff (Enclose photo)**

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)

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).

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

If yes, how many years :

If no, what is the employment :

Arrangement with the firm?

Certification:

1 I am willing to work on the project and I will be available for entire duration of the *project assignment and I will not*

engage himself in any other assignment during the currency of his 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, Address and mobile no.) have not left any assignment with the consultants engaged by PWD /NHAI for any continuing works of PWD/NHAI without completing my assignment. I will be available for the entire duration of the current project (named.....). If I leave this assignment in the middle of the completion of the work, PWD would be at liberty to debar me for an appropriate period to be decided by PWD. I have also no objection if my services are extended by PWD for this work in future.

(Signature of key personnel)

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 PWD /NHAI for the on Government of Manipurng projects. We understand that if the information about leaving the past assignment with PWD /NHAI without completing his assignment is known to PWD, PWD would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by PWD.

(Signature of Authorized Representative of Firm)

(Form-VIII)

WORK PROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL

MONTHS (in the Form of Bar Chart)

Sl. No. Name Position Report Due/

Months Number of

Activities

Months

1 Sub Total (1)

2 Sub Total (2)

3 Sub Total (3)

4 Sub Total (4)

...

...

Field Full : Part Time :

Reports Due:

Activities :

Duration :

(Form-IX)

A. FIELD INVESTIGATION

(1st, 2nd etc. are months from the date of assignment)

Sl. No. Item of Work / Activities Months

1

2

3

COMPLETION AND SUBMISSION OF REPORTS

Sl. No. Reports Programme (As per section 10 of TOR)

1

2

3

4

(Form – X)

Format for furnishing additional information as per clause 10.1 (1) of TOR

Sl. No. Details of activity to be carried out / prepared by

To be Checked/ Verified by (Name/Designation)

(Name/Designation)

1 Fixation of all TBM's

2 Physical surveys (give separate details for various studies)

3

4

5

(in column 2 all relevant activities since inception to the completion of feasibility study and project preparation work should be covered)

Appendix III
(Form-I)

FINANCIAL PROPOSALS

FROM:
TO:

Sir:

Subject: Hiring of Consultants' Services for

Regarding Price Proposal

I/We _____ Consultant/consultancy firm herewith
enclose *Price Proposal for selection of my/our firm/organization as Consultant for

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

(Authorized
Representative)

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

(Form-II)

Foreign Consultants

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

TOTAL COSTS (Including Service Tax)

LC* Local Currency

FC* Foreign 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.

(Form-III)

Estimate of Local Currency Costs

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

Sl. No. Position Name Rate SM Amt.

- i. Bridge Engineer
- ii. Traffic Engineer
- iii. Material-cum-Geo-technical Engineer
- iv. Senior Survey Engineer
- v. Financial Analyst

Sub-Professional Staff (To be assessed by Consultant as per requirement of assignment)

1

2

3

8

9

10

Sub-Total:

TOTAL:

II. Support Staff

No. Position Name Staff Billing Rate() Amount() Months

1

2

3

4

III. Transportation (Fixed costs)

Sl. No Description Qty. Nos. of
Rate/

Amount

months

Month

1 The vehicles provided by the

Consultants shall include the cost for rental, drivers, operation, maintenance, repairs, insurance, etc.

A. For use of consultants

Total:

IV. Office Furniture and Equipment (Rental)

No. Description Unit Quantity Rate Amount

1 Office Furniture and Equipment: LS

Total:

V. Survey and Investigation

A. Topographical Survey (Fixed Rate) Item

Kms Rate per Km (Rs.) Amount (Rs.)

Topographic Survey including hire charges for equipment (GPS, Total Station, Auto Level etc.,) and supply of survey Teams comprising of project survey filed staff etc. inclusive of cost of materials , labourer and construction of BM.

B. Investigation (Fixed cost)

No. Description

Quantity Amount (Rs.)

1 Bridge Inventory: L.S.

2 Material Survey and Investigation: L.S.

3. Any other investigations/surveys: LS

4 * Sub-Soil Investigation (Boring) Rate Qty Amount (Rs)

a) Boring in all type of soils (other than hard rock)

b) Boring in hard rock

Total :

Note: *Quantities of borings shall be taken from Financial Proposal **V(B) above** for

financial evaluation, these quantities and rates quoted by the consultant will be considered. However, Payment shall be made on the actual quantity of boring at rates quoted above by the Consultant, which may be substantially more or less than the estimated quantities.

VI. Cost of Vetting: LS (Payment shall be as per actual)

Note: The lump sum amount quoted by the contractor shall not be considered during Financial evaluation of the bids.

3. Obligations of the Consultants

3.1 General

3.1.1 Standard of Performance

3.1.2 Law Governing Services

3.2 Conflict of Interests

3.2.1 Consultants not to Benefit from Commissions, discounts etc.

3.2.2 Consultants and Affiliates not to be otherwise interested in Project

3.2.3 Prohibition of Conflicting Activities

- 3.3 Confidentiality
- 3.4 Liability of the Consultants
- 3.5 Insurance to be taken out by the Consultants
- 3.6 Accounting, Inspection and Auditing
- 3.7 Consultants' Actions requiring Client's prior Approval
- 3.8 Reporting Obligations
- 3.9 Documents prepared by the Consultants to be the Property of the Client
- 3.10 Equipment and Materials furnished by the Client

4. Consultants' Personnel

- 4.1 General
- 4.2 Description of Personnel
- 4.3 Approval of Personnel
- 4.4 Working Hours, Overtime, Leave etc.
- 4.5 Removal and/or Replacement of Personnel
- 4.6 Resident Project Manager

5. Obligations of the Client

- 5.1 Assistance and Exemptions
- 5.2 Access to Land
- 5.3 Change in the Applicable Law
- 5.4 Services, Facilities and Property of the Client
- 5.5 Payment

6. Payment to the Consultants

- 6.1 Cost Estimates; Ceiling Amount
- 6.2 Currency of Payment
- 6.3 Mode of Billing and Payment

7. Responsibility for accuracy of the project document

- 7.1 General
- 7.2 Retention money
- 7.3 Penalty
- 7.4 Action for deficiency in services

8. Fairness and Good Faith

- 8.1 Good Faith
- 8.2 Operation of the Contract

9. Settlement of Disputes

- 9.1 Amicable Settlement
- 9.2 Dispute Settlement

Appendix-IV**DRAFT CONTRACT FOR CONSULTANTS' SERVICES**

Design consultancy services i/c soil survey and investigation for preparation of Detailed Project Report for RCC Bridges on "Improvement of Bishnupur-Nungba Road 0 - 89.52 Km" in Manipur

Agreement No _____

This CONTRACT (hereinafter called the "Contract") is made on the _____ day of the month of _____2014, between, on the one hand, the Governor of Manipur acting through the Additional Chief Engineer-III, Public Works Department (PWD), Khuyathong, Imphal-795001 (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants" which expression shall include their respective successors and permitted assigns).

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (hereinafter called "GC");
 - (b) The Special Conditions of contract (hereinafter called "SC");
 - (c) The following Appendices:
 - Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements
 - Appendix B: Consultants' Sub consultants, Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various report.
 - Appendix C: Hours of work for Consultants' Personnel
 - Appendix D: Duties of the Client
 - Appendix E: Cost Estimate/Detailed bills of quantity
 - 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: Reply to Queries of the Applicants
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 Witness

(Public Works Department)

1. Signature

Name

Address

By

Authorised Representative 2. Signature

Name

Address

FOR AND ON BEHALF OF Witness

(Consultant) 1. Signature

Name

Address

By

Authorised Representative 2. Signature

Name

Address

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;
- (e) "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 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 Law Governing the Contract

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

1.4 Language

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

1.5 Heading

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

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

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

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

1.7 Location

The Services shall be performed at such locations as are specified in Letter of Acceptance to 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, 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.

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.

2.4 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.

2.5 Termination

2.5.1 By the Client

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

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;

- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.5.2 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 9 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.

2.5.3 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.

2.5.4 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.

2.5.5 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.

2.5.6 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

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

any dealings with Subconsultants or Third Parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultants, as well as the Personnel and agents of the Consultants and any Subconsultants, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

3.2 Conflict of Interests

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

3.2.2 Consultants and Affiliates not to be otherwise interested in Project The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Subconsultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their 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 Subconsultants to take out and maintain, at their (or the Subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, 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 therefor 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 hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

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

3.10 Equipment and Materials furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's 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, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause 6.1 (b) of this Contract.

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 for in Appendix B. Any taking of leave by Personnel shall be subject to the prior approval of the Client by the Consultants, who shall ensure that absence for leave purposes will not delay the progress and adequate

supervision of the Services.

4.5 Removal and/or Replacement of Personnel

(a) During an assignment, if substitution is inevitable, the consultants shall forthwith provide as a replacement a person of equivalent or better qualification and experience which would be judged on the basis of evaluation criteria specified in the Data Sheet of Letter of Invitation.

(b) 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.

(c) For the reason other than death/ extreme medical ground (i) for replacements upto 33% of key personnel, remuneration shall be reduced by 5% (ii) for replacements between 33% to 50%, remuneration shall be reduced by 10% (iii) for replacements between 50% to 66%, remuneration shall be reduced by 15% (iii) for replacements beyond 66% of the total key personnel, the Client may initiate action for debarment of such consultant for future projects of PWD for a period of 6 months to 24 months. (d) If the team leader or any other key personnel/ specialist considered pivotal to the project is replaced, the substitute may be interviewed by PWD to assess their merit and suitability.

(e) If any member of the approved team of a consultant engaged by PWD leaves that consultant before completion of the job, he should 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 PWD projects. (f) Deleted

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.

(b) PAYMENT TO THE CONSULTANTS

6.1 Cost Estimates ; Ceiling Amount

(a) An abstract of the cost of the Services payable in local currency (Indian Rupees) is set forth in **Appendix E**.

(b) Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1(c), the payments under this Contract shall not exceed the ceiling specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of the ceiling.

(c) Notwithstanding Clause 6.1(b) hereof, if pursuant to Clauses 5.4 hereof, the Parties shall agree that additional payments shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause 6.1(a) above, the ceiling set forth in Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment

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

6.3 Mode of Billing and Payment

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

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

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

Sl. No. Description Payment

- 1 On submission of Inception Report 10%
- 2 On Submission of draft feasibility report 30% including strip plan and utility relocation plan.
- 3 On Submission of Draft Detailed Project Report, 30% Bidding Documents and Land Acquisition Report
- 4 On approval of Final Detailed Project Report 20% and Bidding Documents
- 5 On submission of required project clearances 10% from the concerned agencies

Total 100%

Note: Consultants have to provide a certificate that all the key personnel as envisaged in the Contract Agreement have

been actually deployed in the projects. They have to furnish the certificate at the time of submission of their bills to PWD from time to time.

The payment shall be released by Regional Officers (ROs) of PWD of respective states.

- c) No payment shall become eligible for the next stage till the consultant completes to the satisfaction of the client the work pertaining to the preceding stage. The payment for the work of sub-soil investigation (Boring) will be as per plan approved by the client and will be paid as per actuals at the rates quoted by the consultants. The payment for the quantity given by the client for boring will be deemed to be included in the above mentioned payment schedule. Any adjustment in the payment to the consultants will be made in the final payment only. (d) The Client shall cause the payment of the Consultants in Para 6.4 (b) above as given in schedule of payment within thirty (30) days after the receipt by the Client of bills. Interests at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the fore Government of Manipur process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
- e) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

7. Responsibility for Accuracy of Project Documents

7.1 General

7.1.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.

7.1.2 The Consultant shall be fully responsible for the accuracy of design and drawings of the bridges and structures. All the designs and drawings for bridges and structures including all their components shall be fully checked by a Senior Engineer after completion of the designs. All drawings for bridges and structures shall be duly signed by the (a) Designer, (b) Senior Checking Engineer, and (c) Senior Bridge / Structure Expert. The designs and drawings not signed by the three persons mentioned above shall not be accepted. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings of the bridges and structures noticed during the construction and even thereafter and the Client shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.

7.1.3 The survey control points established by the Consultant shall be protected by the Consultants till the completion of the Consultancy Services.

7.2 Retention Money

An amount equivalent to 5% of the contract value shall be retained at the end of the contract for accuracy of design and quantities submitted and the same will be released after the completion of civil contract works

7.3 Penalty

7.3.1. Penalty for Error/Variation

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

This shall exclude any additional/deletion of items/works ordered during the execution.

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.

7.4 ACTION FOR DEFICIENCY IN SERVICES

7.4.1 Consultants liability towards the Client

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

7.4.2 Warning / Debarring

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

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 thereof.

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.

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 :

**The Additional Chief Engineer-III, PWD Complex, North Block-Ground Floor,
Khoyathong, Imphal, Manipur-795001 Manipur,**

Attention :

**N. Noren Singh (Authorized Representative of the Client)
Superintending Engineer,
National Highway Circle,
Room No. 318 (2nd Floor), Public Works Department,
PWD Complex,
Khuyathong, Imphal,
Manipur - 795001.**

For the Consultants:

Attention:

1.6.2 Notice will be deemed to be effective as follows:

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

1.8 Entity to Act as Member in charge (In case of Joint Venture of Consultants): - Not Applicable-

1.9 The Authorized Representatives are:

For the Consultant:

1.10 The Consultants and their personnel shall pay all taxes (including service tax), 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.

2.1 The effectiveness conditions are the following:

- a) The contract has been approved by the PWD.
- b) The consultant will furnish within 15 days of the issue of Letter of Acceptance, an unconditional Bank Guarantee from the Bank (Generally, by SBI or its subsidiaries or any Indian nationalized bank or IDBI or ICICI or ICICI Bank or by a foreign bank through a correspondent bank in India) for an amount equivalent to 10 % of the total contract value to be received by him towards Performance Security valid for a period of **18 months beyond the date of completion of services. The Bank Guarantee will be released by PWD upon expiry of three years beyond the date of completion of services provided, rectification of errors, if any, found during implementation of the contract of civil works and satisfactory report by PWD in this regard is issued.**

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 10 months or such other time period as the parties may agree in writing.

3.4 Limitations of the Consultant's 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 the 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 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.
- b) The 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's 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 PWD 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 in to an agreement with PWD in a joint venture or 'in association', the policy must be procured and provided to PWD 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 PWD. The insurance company may provide an undertaking in this regard.

- d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

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

4.6 The person designated as Team Leader cum Senior Highway Engineer in Appendix B shall serve in that capacity, as specified in Clause 4.6.

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

6.3 (a) No advance payment will be made.

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

9.2.1 Selection of Arbitrators

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

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the president, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

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

(c) If, in a dispute subject to Clause SC 9.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

9.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 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 9.2.1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

9.2.5 Miscellaneous

In any arbitration proceeding hereunder:

(a) Proceedings shall, unless otherwise agreed by the Parties, be held in DELHI (b) the English language shall be the official language for all purposes; and [Note: English language may be changed to any other Language, with the agreement of both the Parties.]

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

(d) The maximum amount payable per Arbitrator in Arbitration clauses shall be as under

Sl. No Particulars Maximum amount payable per Arbitrator/ per case

1. Arbitrator fee Rs 8,000/- per day subject to a maximum of Rs 2 lacs or Rs 1.5 lacs (lump sum) subject to publishing the award within 12 months.
- 1 Reading charges Rs 6,000/-
- 2 Secretarial Assistance Rs 5,000/-
- 3 Incidental charges Rs 6,000 /-(telephone, fax, postage etc)
- 4 Charges for publishing/ Maximum of Rs 10,000/- declaration of the award
- 5 Other expenses (actual Maximum ceiling against bills subject to the prescribed ceiling)
 - a) Traveling expenses Economy class (by air), First class AC (by train) and AC Car (by road)
 - Lodging and Boarding a) Rs 10,000/- per day (in metro cities)
 - b) Rs 5,000/- per day (in other cities)
 - c) Rs 2,000/- per day if any Arbitrator makes their own arrangements.
- 6 Local travel Rs 10,000/- per day
- 7 Extra charges for days other
 - Rs 2,500 /-per day than hearing/ meeting days (maximum for 2 days)

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 PWD before appointment of the Arbitrator,

- Appendix A:** Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements
- Appendix B:** Consultants' Subconsultants, Key Personnel and Sub Professional Personnel
- Appendix C:** Hours of work for Consultants' Personnel
- 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:** Format for Bank Guarantee for Performance Security
- Appendix J:** Reply to queries to the Applicants

Appendix – I

Format for Bank Guarantee for Performance Security

To

In consideration of “Governor of Manipur acting through the Public Works Department, PWD Complex, Khuyathong, Imphal-795001, represented by the Executive Engineer, NEC-II Division, PWD, Manipur,” (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, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client’s Contract Agreement no. / 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 Feasibility Study and Detailed Project Report for rehabilitation and improvement to two laning with paved shoulder configuration of(Total Length -.....) on SH/NH-....in the states ofunder – 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 towithout any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

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

We,.....(indicate the name of the bank) also undertake not to revoke this Guarantee during its currency except with previous consent of Client in writing.

(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).*