

**Ministry of Road Transport & Highways
(S&R Zone)**


Transport Bhawan, 1, Parliament Street, New Delhi - 110001

Dated 19th October 2023

OFFICE MEMORANDUM

Sub: Suggestion/comments on the draft amendment in the standard RFP document for DPR consultancy work.

Please find enclosed herewith draft amendment in the standard RFP document for DPR consultancy work for comments/suggestion of all the stake holders. It is requested that clause wise specific comments, if any, may be furnished to the Ministry on email id srddivisionmorth@gmail.com within 10 days.


(O.P. Shrivastava)
Chief Engineer(S&R)

To

All Stakeholders

Copy to:

NIC - It is requested to upload this note along with the copy of draft amendment in the standard RFP document on web page of the Ministry.

Proposed amendments to RFP (15.02.2019) for DPR consultants

Sl. No.	RFP Clause Reference	Existing Provision of RFP for DPR	Proposed Modification
1	First sentence of para-2 of NIT	Proposals are hereby invited from eligible Consultants for preparation of Detailed Project Report of <Project Description>.	Proposals are hereby invited from eligible consultants who meet the guidelines contained in Public Procurement (Preference to Make in India) Order, 2017 (amended on 16.09.2020) for preparation of Detailed Project Report of >Project Description<. Consultant submitting Proposal in sole capacity or as a member of joint venture or as an associate shall meet the guidelines contained in Public Procurement (Preference to Make in India) Order, 2017 (amended on 16.09.2020).
2	Fourth sentence of Para 2 of NIT	Cost of the Document ... in the form of Demand Draft favouring <Agency> and payable at <Location> must be furnished in a separate envelop while submitting the proposal.	Cost of the Document in the form of a Non-refundable document fee of Rs.5,000 (Rupees Five Thousand only) must be submitted in <Agency> account online at the time of Submission of Bid proposal, specifying the tender id and bid due date.

3	First sentence of clause 1.3 of LOI	The <Agency> invites Proposals (the “Proposals”) through e-tender (on-line bid submission) for selection of Technical Consultant (the “Consultant”) who shall prepare detailed project report (DPR).	The >Agency< invites Proposals (the “Proposals”) from eligible consultants who meet the guidelines contained in Public Procurement (Preference to Make in India) Order, 2017 (amended on 16.09.2020) through e-tender (online bid submission) for selection of Technical Consultant (the “Consultant”) who shall prepare detailed project report (DPR).
4.	Para 3.1.1(iv) of LOI	Document fee: The fee for the ... in the form of Demand Draft favouring <Agency> payable at <Location> must be furnished in a separate envelope while submitting the proposal.	Document fee: The non-refundable fee for the document amounting to Rs. 5000/- (Five thousand only) is to be submitted online in <Agency> account. The proof/ transaction receipt of depositing online fee must be furnished while submitting the proposal.
5.	Para 3.1.1(viii) of LOI	New Clause	Consultants shall comply with the provisions of Integrity Pact (IP) as given in Form T-12 and the Integrity Pact (IP) duly signed by Authorised signatory shall be submitted by the Consultant with technical Proposal & shall be part of the Contract Agreement;
6	Para 3.1.1 (ix) of LOI	New Clause	<p>A Consultant is required to submit along with its Technical Proposal, a self-certification that the services offered meets the local content requirement for ‘Class-I Local supplier’/’Class-II Local Supplier’ as the case may be. In case the Consultant has not submitted the aforesaid certification, the Consultant will be treated as ‘Non-Local supplier’.</p> <p>The definition of Class-I Local Supplier, Class-II Local Supplier, Non-Local Supplier and Local Content shall be as given in Public Procurement (Preference to Make in India) Order, 2017 (amended on 16.09.2020).</p> <p>In case of procurement of a value in excess of Rs. 10 crores, the ‘Class-I Local supplier’/’Class-II Local Supplier’ shall provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect suppliers other than companies) giving the percentage of local content.</p>
7	Clause 3.1.3 of LOI (New)	New Clause	As given in A-1
8	Para 3.2.3 (x) of LOI	<p>CVs of following 4 (four) key Personnels may be submitted only through Infracon in Form-T-10</p> <p>[Team Leader cum Senior Highways Engineers, Senior Bridge Engineer, Highway cum Pavement Engineer & Traffic / Road Signage / Marking and Safety Expert in case of Normal</p>	<p>CVs of following 4 (four) key Personnel may be submitted only through Infracon in Form-T-10</p> <p>[Team Leader cum Highways Engineer, Bridge Engineer, Highway Engineer & Traffic / Road Signage / Marking and Safety Expert in case of Normal Highway Project]</p> <p>[Team Leader cum Bridge Engineer, Highway Engineer, Bridge/Structural Engineer & Material cum Geo-Technical Engineer in</p>

		<p>Highway Project]</p> <p>[Team Leader cum Senior Bridge Engineer, Highway cum Pavement Engineer, Bridge/Structural Engineer & Material cum Geo-Technical Engineer-Geologist in case of Standalone Bridge Project]</p> <p>[Team Leader cum Senior Tunnel Expert, Tunnel Design Expert, Senior Geo-Physicist & Senior Geotechnical Engineer in case Standalone Tunnel Project].</p> <p>For remaining key personnels, the CVs need to be submitted for approval prior to signing of contract.</p>	<p>case of Standalone Bridge Project]</p> <p>[Team Leader cum Tunnel Expert, Tunnel Design Expert, Geo-Physicist/Geologist & Geotechnical Engineer in case Standalone Tunnel Project].</p> <p>For remaining key personnel, the CVs need to be submitted for approval prior to signing of contract.</p>
9	Para 3.2.3 (xi) of LOI (New)	<i>New Clause</i>	The bidders shall submit the additional details in Form-T-11 for technical proposal.
10	Clause 3.2.3 (xii) of LOI (New)	<i>New Clause</i>	Incase consultant firms experience or document such as Form E2/T3, Form E3, References (client certificate) is found to be false at any stage i.e. from bidding to completion of services, the consultancy contract shall be terminated and consultant firm shall be debarred for a period of 2 years.
11	Para 3.2.4 (i) of LOI	<p>...If any information is found incorrect, at any stage, action including termination and debarment from future <Agency> projects for a</p> <p>minimum period of 2 years may be taken by <Agency> on the personnel and the Firm</p>	The CVs of the four key personnel as mentioned in para 3.2.3(x) above in the format as per Form T-10 is to be furnished on Infracon portal. 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. The Firm shall ensure that details

			<p>furnished in the CV by the personnel are correct.</p> <p>a. If an information is found incorrect/fake/inflated in the CV, at any stage, debarment of the key personnel from future MoRTH or its Executing Agencies projects upto 2 years may be taken by MoRTH or its Executing Agencies.</p> <p>b. In case, the information contained in the CV for the duration in which the key personnel was employed by the firm, proposing his candidature is found incorrect/fake/inflated at any stage, action including termination of the consultancy agreement and debarment of the firm upto 2 years from future MoRTH or its Executing Agencies projects shall be taken by MoRTH or its Executing Agencies.</p> <p>c. In case, the information contained in the CV is found incorrect/fake/inflated at any stage, the consultancy firms shall have to refund the salary and perks drawn in respect of the person apart from other consequences.</p>
12	Para 5.1 (i) to (vii) of LOI	<p>i) The proposal is accompanied by Document fee</p> <p>ii) The Proposal is accompanied by Bid Security of required value and of validity equal or more than the minimum required validity</p> <p>iii) The firms(s) have required experience</p> <p>iv) The firms(s) have required turnover</p> <p>v) The documents are ...</p> <p>vi) The proposals have ...</p> <p>vii) In case a Joint Venture...</p>	<p>(i)The proposal is accompanied by proof /transaction receipt of depositing online document fee.</p> <p>(ii) The firms(s) have required experience</p> <p>iii) The firms(s) have required turnover</p> <p>iv) The documents are properly signed by authorized signatories and whether the proposal contains proper POA as mentioned at para 1.8.1 above.</p> <p>v) The proposals have been received on/ or before the deadline of submission.</p> <p>vi) In case a Joint Venture/Association of firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MoU) on a stamp paper of Rs. 100/- signed by all firms to the Joint Venture/Association as detailed at para 1.8.2 above.</p> <p>(vii) The determination of technical capacity of the bidding consultant shall be evaluated as per Form-T11 in Appendix-III Formats for technical proposals.</p>

13	Last sentence of Clause 5.1 of LOI	A consultant satisfying the minimum Eligibility Criteria as mentioned in the Data sheet and who had submitted the above mentioned documents shall be declared “pass” on proof of Eligibility and the Technical Proposals of only those consultants shall be opened and evaluated further.	A consultant satisfying the minimum eligibility criteria as mentioned hereinabove and more specifically in Data Sheet shall be construed as shortlisted for further evaluation of Technical Proposals.
14	Clause 5.2 of LOI	<p>In the second stage the Technical proposal shall be evaluated as per the detailed evaluation criteria given in Data Sheet.</p> <p>A proposal securing 75 points shall be declared pass in the evaluation</p> <p>Technical Proposal .The technical proposal should score at least 75 points out of 100 to be considered for financial evaluation. The CV of the proposed Team Leader should score at least 75 % marks otherwise the entire proposal shall be considered to have failed in the evaluation of Technical Proposals and shall not be considered for opening of Financial Proposals.</p>	<p>In the second stage the Technical proposal shall be evaluated as per the detailed evaluation criteria given in Data Sheet.</p> <p>A proposal securing 80 points shall be declared pass in the evaluation</p> <p>Technical Proposal: The technical proposal should score at least 80 points out of 100 to be considered for financial evaluation. The CV of the proposed Team Leader should score at least 80 % marks otherwise the entire proposal shall be considered to have failed in the evaluation of Technical Proposals and shall not be considered for opening of Financial Proposals.</p>
15	Clause 5.3.3 of LOI	For a package, the procedure as mentioned at Clauses 5.3.4, 5.4 and, 5.5 as mentioned below shall be followed for determining the “most preferred bidder (H-1 bidder)” for this package.	<p>Financial Proposal (excluding GST) of a Consultant quoting 25% below average bid price will not be considered for further evaluation and award of consultancy services except that Financial Proposal of Consultant, if any, who has scored highest marks in Technical Proposal evaluation and quoted 25% below average bid price shall be considered for further evaluation and award of consultancy services.</p> <p>5.3.3.1 For a particular package, the Financial Proposals shall be evaluated as follows for determining the most preferred bidder (H-1)</p>

		<p>bidder.</p> <p>5.3.3.2 For a package in which 2 firms are eligible for opening of Financial Proposal, the Financial Proposals will be evaluated in accordance with Clauses 5.3.4, 5.4 and, 5.5 as mentioned below for determining the “most preferred bidder (H-1 bidder)” for this package.</p> <p>5.3.3.3 For a package in which 3 or more firms are eligible for opening of Financial Proposals, average of all the opened Financial Proposals shall be determined. A Financial Proposal for a particular package shall be considered “reasonable” if it is not less than the average by 25%. However, Financial Proposal of the Consultant who has scored highest marks in Technical Evaluation but quoted 25% below average bid price shall be considered reasonable. Only reasonable Financial Proposals shall be considered for determining the “most preferred bidder (H- 1 bidder)” using the procedure as given at Clauses 5.3.4, 5.4 and 5.5 as mentioned be low.</p> <p>5.3.3.4 While determining reasonable Financial Proposals for a particular package in accordance with Clause 5.3.3.3, if the Financial Proposal of only one Consultant comes out as a reasonable Financial Proposal and all other Financial Proposals do not turn out to be reasonable Financial Proposals, the Consultant quoting the reasonable Financial Proposal shall be declared as the most preferred bidder (H-1) for that particular package.”</p>
16	Following may be added at the end of Clause 6.1 of LOI	<p>Alternatively, the Consultant may submit a single Bank Guarantee as Performance Security to cover the performance of all the consultancy assignments being undertaken by the Consultant for the Client for the amount indicated below. If any part of the Omnibus Bank Guarantee has been encashed by the Client, whether before submission of Proposal, during pendency of the Proposal evaluation or during pendency of the Contract, the Consultant shall re-equip the Omnibus Bank Guarantee within a period of 3 working days. The Consultant may initially provide the</p>

			Omnibus Bank Guarantee towards Performance Security for a period of two years provided that it shall procure the extension of the validity of the Performance Security at least one month prior to the date of expiry thereof. Once the appropriate single Bank Guarantee for Performance Security has been submitted by the Consultant, the existing BGs shall be returned. The Bank Guarantee be submitted in prescribed Proforma.					
			Performance Security					
			Cumulative Value of Consultancy Fee as per Ongoing Contracts (Rs. In Crores)				BG Value (Rs. In Crores)	
			0-10				0.20	
			10-20				0.40	
			20-30				0.50	
			30-40				0.60	
			40-60				0.8	
			60-80				1.00	
			80-100				1.20	
			100-150				1.50	
			150 - 200				1.75	
			>200 - 250				2	
17	ANNEX-1 to LOI	Details of the stretch proposed for DPR preparation. <Description of packages>	Details of the stretch proposed for DPR preparation. <Description of packages>					
						State	Pack	
			S	NH		Tentative	age	

		<table><tr><td>S No.</td><td>NH No.</td><td>Section</td><td>Tentative length (in KM)</td><td>Package No.</td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table>	S No.	NH No.	Section	Tentative length (in KM)	Package No.						<table><tr><td>No</td><td>No.</td><td>Section</td><td>length (in KM)</td><td>No.</td><td>Estimated Cost</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	No	No.	Section	length (in KM)	No.	Estimated Cost												
S No.	NH No.	Section	Tentative length (in KM)	Package No.																											
No	No.	Section	length (in KM)	No.	Estimated Cost																										
18	Para-3 of Data Sheet	Duration of the Project: 300 days	Duration of the project ____ * days. * The time period for DPR preparation may be fixed as follows: <table><tr><td>Sl. No.</td><td>Type of Project</td><td>Size (km)</td><td>Duration (months)</td></tr><tr><td rowspan="3">1</td><td rowspan="3">Widening & upgradation to 2 lanes with paved shoulders</td><td>Upto 50</td><td>10</td></tr><tr><td>50-100</td><td>12</td></tr><tr><td>>100</td><td>15</td></tr><tr><td rowspan="3">2</td><td rowspan="3">Widening & upgradation to 4/6 lanes with paved shoulders from 2L/2L+PS</td><td>Upto 50</td><td>12</td></tr><tr><td>50-100</td><td>15</td></tr><tr><td>>100</td><td>18</td></tr><tr><td rowspan="2">3</td><td rowspan="2">Widening & upgradation to 6 lanes with paved</td><td>Upto 50</td><td>10</td></tr><tr><td>50-100</td><td>12</td></tr></table>			Sl. No.	Type of Project	Size (km)	Duration (months)	1	Widening & upgradation to 2 lanes with paved shoulders	Upto 50	10	50-100	12	>100	15	2	Widening & upgradation to 4/6 lanes with paved shoulders from 2L/2L+PS	Upto 50	12	50-100	15	>100	18	3	Widening & upgradation to 6 lanes with paved	Upto 50	10	50-100	12
Sl. No.	Type of Project	Size (km)	Duration (months)																												
1	Widening & upgradation to 2 lanes with paved shoulders	Upto 50	10																												
		50-100	12																												
		>100	15																												
2	Widening & upgradation to 4/6 lanes with paved shoulders from 2L/2L+PS	Upto 50	12																												
		50-100	15																												
		>100	18																												
3	Widening & upgradation to 6 lanes with paved	Upto 50	10																												
		50-100	12																												

				shoulders from 4L+PS	>100	15
			4	Green Field Expressways	Upto 50	18
					50-100	21
					>100	24
			5	Stand alone bypass	Upto 20	10
					>20	12
			6	Stand alone bridge/tunnel	Duration to be decided for individual cases depending on size and complexity	
			In case the project is located in hilly region in more than 50% length, the time period as mentioned above shall be increased by 25%.			
			Time period may also be suitably increased in case the project has tunnel/long span bridge.			
19	Para 4 of Data Sheet	Date, Time and Venue of Pre-Proposal Conference	Date and Time of Pre-Proposal Conference Date: <Date>			
		Date: <Date>	Time: <Time>			
		Time: <Time>	Pre-proposal conference shall be held through hybrid mode i.e. physical & video conferencing.			
		Venue: <Venue>	.			

20	Table in Para 12.2 of Data Sheet	Sl. No.	Description	Points	Sl. No.	Description	Points
		1	Firm's relevant experience in last 7 years	40	1	Firm's relevant experience in last 7 years	50
		2	Material testing, survey & investigation, equipment and software proposed to be used	20	2	Material testing, survey & investigation, equipment and software proposed to be used	10
		3	Qualification and Relevant experience of key personnel	40	3	Qualification and Relevant experience of key personnel	40
			Total	100		Total	100
21	Para 12.2 A & B of Data Sheet	A. Firm's relevant..... may be accepted.			As given in A-2		

22	Table under Para 12.2 C-1 of Data sheet						
		S. No.	Key personnel	Points	S. N o.	Key personnel	Points
		1	Team Leader cum Senior Highway Engineer	12	1	Team Leader cum Highway Engineer	12
					2	Bridge Engineer	10
		2	Senior Bridge Engineer	10	3	Highway Engineer	10
		3	Highway cum Pavement Engineer	10	4	Traffic / Road Signage / Marking and Safety Expert	8
		4	Traffic / Road Signage / Marking and Safety Expert	8		Total	40

			Engineer		3	Bridge Structural Engineer	10		
		4	Material Geotechnical Engineer -Geologist cum	8		4	Material Engineer cum Geotechnical		8
		Total		40		Total			40
24	Table under Para 12.2 C-3 of Data sheet								
		S. No.	Key personnel	Points	S. No.	Key personnel		Points	
		1	Team Leader cum Senior Tunnel Expert	12					
					Team Leader cum Tunnel				

		2	Tunnel Design Expert	10		1	Expert	12	
		3	Senior Geotechnical Engineer	10		2	Tunnel Design Expert	10	
		4	Senior Geophysicist	8		3	Geotechnical Engineer	10	
			Total	40		4	Geophysicist/Geologist	8	
							Total	40	

25	Para 12.4 of Data Sheet (last sub-para)	The Factors are: The weight given to Technical Proposal (T) = 0.70. The weight given to Financial Proposal (f) = 0.30	The Factors are: The weight given to Technical Proposal (T) = 0.80. The weight given to Financial Proposal (F) = 0.20		
26	Para 3.1.4 (i) of ToR	Entire ROW (60m -70m) may be	RoW width to be acquired shall be intimated to the Consultant by the client on completion of feasibility study. No positive or negative variation to the price shall be made on this account.		
27	Para 3.1.4 (ii) of ToR	Initially 4 lane carriage-way with 4 lane structures shall be developed with additional land left in the median for future expansion.	The lane status of the highway should be decided depending on the anticipated traffic and ROW available. However, carriageway shall be placed in such a manner that additional land is left adjacent to the median for future expansion.		
28	Para 3.1.5 of ToR	All efforts shall be made to avoid any road alignment through National Parks and Wildlife Sanctuaries, even if it requires taking a longer route / bypass. However, where it becomes absolutely unavoidable and necessary to keep the alignment through such reserve forest / restricted areas, land would be acquired with RoW of not more than 30 mtrs.	All efforts shall be made to avoid any road alignment through National Parks and Wild life Sanctuaries, even if it requires taking a long route/bypass. However, where it becomes absolutely unavoidable and necessary to keep the alignment through such reserve forest / restricted areas, minimum land would be acquired such that highway can be provided except the service road so as to meet all design requirements.		
29	Para 4.11.2 3(c) of ToR	Topographic map of scale 1:1000 of ...	Topographic map of scale as per IRC SP 19 of the entire highway length and adjoining areas of interest.		

30	Para 4.11.4.4 6 of ToR	...through the Geotechnical Consultants empanelled by MORT&H. The soil testing reports.... Relevant IRC Codes	The sub-soil exploration and testing should be carried out as per IS 1892. The soil testing reports shall be in the format prescribed in relevant IRC Codes.
31	Para 4.11.4.4 7 of ToR	For the approach road.... New pavement structure	For the approach road pavement, bore holes at each major change in pavement condition or in deflection readings or at 2 km intervals whichever is less shall be carried out to a depth of at least 2 m below embankment base or to rock level and are to be fully logged. Appropriate tests to be carried out on samples collected from these bore holes in NABL accredited laboratory to determine the suitability of various materials for use in widening of embankments or in parts of new pavement structure.
32	Para 5.1.3.4 iv of ToR	Ensure an accuracy of 1mm or higher in a 1:1000 scale, as this translates into an accuracy of 1 m or higher on ground	Ensure an accuracy of 1mm or higher in a scale as per IRC SP 19
33	Para 10.5 viii of ToR (last sentence)	An accuracy of 1mm or higher in a 1:1000 scale map shall be ensured, as this translates into an accuracy of 1 m or higher on ground.	An accuracy of 1mm or higher in a map of scale as per IRC SP 19 shall be ensured.
34	Opening paragraph of Para 10.9 (3) ix of ToR	Volume-IX, Drawing Volume: All drawings forming part of this volume shall be 'good for construction' drawings. All plan and profile drawings will be prepared in scale 1:250V and 1:2500H scale to cover one km in one sheet. In addition this volume will contain 'good for construction' drawings for the following:	Volume-IX, Drawing Volume: All drawings forming part of this volume shall be drawings with details sufficient enough to be used as reference drawings for bidding purposes. All plan and profile drawings will be prepared in scale 1:250V and 1:2500H scale to cover one km in one sheet. This volume will contain drawings for the following:

35	Para 10.9 3 (x) of ToR	<i>New Clause</i>	<p>Volume X, Drainage Plan:</p> <p>DPRs should be submitted in two volumes (Main and Drainage Plan separately). The DPR should have proper drainage plan prepared on basis of contours of the area, outlet availability and discharge requirements including discharge at the outfall from drains of local bodies.</p> <p>Preferably underground drains with well sized and well-spaced manholes may be provided to take care of cleaning. Wherever possible self-cleaning cross-section of drains may be adopted.</p> <p>Drainage Plan in DPR will be checked through a joint inspection with the engineers of local body/ Development Authority etc. so that Drainage Plan is totally integrated with the local body Drainage Plan.</p> <p>The drain covers should be strong enough to withstand the weight of Light commercial vehicles, wherever required.</p> <p>Stretch of the NH passing through a town can have multiple drainage plans/ sub plans due to different contours or due to having different outlets.</p> <p>The cross-sections of drains being shown presently in Schedule-B (Typical Cross Sections) & details of drains being mentioned in Schedule-C (length</p>
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			& type of drains) shall not be mentioned in future as it will vary from location to location based on drainage plan. The scope of drains in the project shall be on the basis of Drainage Plan drawn at each location and such Drainage Plan shall be made part of Scope of Project.
36	Enclosure-II to ToR	Qualification and Experience Requirement of Key Personnel . . .	Modified “Qualification and Experience Requirement of Key Personnel” at A-3
37	Enclosure -III ‘Schedule for approval of Reports and Documents by PD after submission by Consultant.’ Footnote	<i>New Clause</i>	Note 1: Approval/comments shall be communicated by the Client to the Consultant within the time period shown in the schedule above. If no approval/comments are furnished within the indicated time period by the Client, it will be considered as deemed approval. Notwithstanding the deemed approval of submission(s), the Consultant will remain responsible for correctness of the submissions.
38	Enclosure-IV, 2 Data Products, 4, Sl. No. 2.5	1:1000 scale map 50 cm contours with roadway marked on maps	Scale of map in accordance with IRC SP 19, 50 cm contours with roadway marked on maps
39	Enclosure-IV, 2 Data Products, 4, Sl. No. 4.1	Digitized revenue map overlaid with key land marks, land size, survey number and owner ship data, min 1:1000 scale map with >1mm accuracy	Digitized revenue map overlaid with key land marks, land size, survey number and owner ship data, with >1mm accuracy on a scale in accordance with IRC SP 19

40	Appendix-II Form - E3 (2 nd column of the table)	Financial Year 2016-17 2015-16 2014-15 2013-14 2012-13	Financial Year Year preceding the year in which the proposal is invited Year preceding the year in which the proposal is invited by 2 years Year preceding the year in which the proposal is invited by 3 years Year preceding the year in which the proposal is invited by 4 years Year preceding the year in which the proposal is invited by 5 years
41	Appendix-III Form T-11	New Clause	Form T-11 at A-4
42	Appendix-III Form T-12	<i>New Clause</i>	Form T-12 at A-5
43	Appendix-IV Form III I 'Normal Highway Project' Footnote	<i>New Clause</i>	Note - For proper assessment of utility estimates and proper drainage system provisions, DPR consultant shall also engage an utility expert and drainage expert at sub-professional level, with relevant technical expertise in respective fields.
44	Appendix-IV Form III, VIII 'Reports and Document	<i>New Clause</i>	Note - In case of splitting of the project in packages after alignment is finalized, the additional payment in respect of reports and document printing shall be made on prorata basis of accepted financial proposal according to additional number of documents submitted, as mentioned

	Printing' Footnote		above.
45	Appendix-V 2. Second Stage Evaluation - Technical Evaluation (Para 12.2 of Data Sheet)	A Firm's Relevant Assumptions to be made regarding Similar Capacity for various positions.	As given in A-6
46	Clause 2.4 of CA	Unless terminated... specified in the SC	<p>Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC. The Contract shall be treated as closed under following circumstances except for projects spanning across 2 or more states or passing with wildlife sanctuary or protected areas:</p> <p>In case final DPR and 3D has been submitted and no further action is taken by the Client, the DPR shall be considered as completed after 3 year or submission of both final DPR and 3D notification, whichever is earlier.</p> <p>One year after scheduled completion period when delay is not attributable to the Consultant.</p>
47	New Clause 2.4.1 of GC	New Clause	In case the contract has expired in pursuance to Clause 2.4 of GC and later the Client desires to get the DPR completed with/without modification of original scope and the Consultant agrees to the same, the Client and the Consultant will sign a supplementary agreement to get the DPR completed. The original financial proposal of the consultant shall form the basis for payment of balance/additional services duly enhanced by indexing to WPI (all commodities). The key personnel deployment will also be firmed up in supplementary agreement keeping in view the key personnel proposed by the Consultant in its original proposal.

48	Clause 2.9.7 of CA	<i>New Clause</i>	<p>2.9.7.1 Without prejudice to any provision of this Agreement, the Client and Consultant may foreclose this Agreement by mutual consent in circumstances which does not constitute either party's default without any liability or consequential future liability for either party except as mentioned in this Clause.</p> <p>2.9.7.2 Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing. In case the contract is foreclosed on mutual consent, payment upto the completed stage will be paid as per Cl 6.3 (b) of GC and remuneration & logistics beyond completed stage will be paid as per actual using the rates quoted in Consultants' financial proposal.</p> <p>2.9.7.3 If at inception stage or feasibility stage, Client desires to foreclose the contract, the contract will be foreclosed with mutual consent up to that stage and the Consultant's consent is implied without exception.</p> <p>2.9.7.4 Any attempt or endeavour for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties from discharging their contractual obligations under this Agreement.</p> <p>2.9.7.5 For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Consultant and shall not affect the Consultant in any way if it wishes to bid in future projects of the Client.</p>
49	Clause 4.4 (c) of CA	<i>New Clause</i>	<p>All key personnel and sub professional staff of the DPR consultants shall use the Aadhar based biometric attendance /geo-tagged selfie-based attendance system for marking their daily attendance for the duration in site office. Aadhar based biometric attendance /geo-tagged selfie-based attendance system shall be marked at least once a day and any time during the day. Aadhar based biometric attendance /geo-tagged selfie-</p>

			based attendance system shall be installed by the DPR Consultants at its own cost at the site office in order to facilitate the attendance marking. A copy of Aadhar based biometric attendance /geo-tagged selfie-based attendance records shall be attached at the time of submission of their bills to the <agency> Proper justification shall be provided for cases of absence of key personal /sub-professional staff which do not have prior approval from project director of concerned stretch. If <Agency> so desires, it shall facilitate electronic linking of the Aadhar based biometric attendance /geo-tagged selfie-based attendance system with the central monitoring system of <Agency>
50	Clause 4.4 (d) of CA	<i>New Clause</i>	Consultant will intimate concerned project Director/Project In charge immediately after establishing its site office regarding installation Aadhar based Biometric attendance /Geo-tagged selfie-based attendance system and complete address of its site office.
51	To be added at the end of Clause 4.5.2		The Consultant shall make all endeavours to ensure that replacement of a Key Personnel is approved before the concerned Key Personnel leaves the consultancy assignment, in any case the Consultant shall submit replacement acceptable to Client not more than 3 weeks after the Key Personnel leaves the consultancy assignment, failing which Client may terminate the Contract in pursuance to Clause 2.9.1 (a) of GC.
52	Clause 4.5.7 of CA	<i>New Clause</i>	4.5.7 In case, person permanently employed with the firm is to be replaced, technical score of both the CVs shall be compared excluding the marks given for employment with firm. Replacement would be allowed when the Technical Score (excluding the marks given for employment with firm) of the new key person is equal or better than the existing key person's Technical Score excluding marks assigned for permanent employment with the firm. However, the remuneration of such replacement shall be reduced on proportionate basis in case the overall score of the replacement person is less than the overall score of original person.

53	Clause 6.3 (b) Sr. no. 7 Payment % of CA	10%	10% (Refer Note-2) Note-2: Payment for geotechnical investigations shall be made on submission of geotechnical investigation report by the Consultant for the amount quoted by the Consultant in its financial proposal but limited to 2.5% of ceiling amount of contract. Payment on approval of final DPR, documents and drawings will be the amount determined by subtracting the amount paid for geotechnical investigations from 10% of the contract value.
54	Clause 6.3 (b) of CA	<i>New Clause</i>	Note:3 Approval of any submission or stage will include deemed approval in accordance with Note:1 below Enclosure III to ToR "Schedule for approval of Reports and Documents by PD after submission by Consultant"
55	Clause 6.3 (h) of CA	<i>New Clause</i>	Consultants will make payment of salary to all key personnel in their respective bank accounts through electronic mode only. No cash transaction w.r.t salary will be made. Proof of salary transfer through electronic mode shall be submitted by the Authority Engineer with is bill.
56	Clause 7.2 of G.C	An amount equivalent to 10% of the contract value shall be retained at the end of the contract for accuracy of design and quantities submitted and the same will be released after the completion of civil contract works or after 3 years from completion of consultancy services, whichever is earlier. The retention money will however be released by the Client on substitution by Bank Guarantee of the same amount valid upto the period as above. Out of this 15%, 10% shall be in the form of Bank Guarantee and 5% shall be the amount retained from Consultancy fee payable to the Consultant.	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 at earlier of project COD or 3 years from start of civil work.
57	Clause 7.3.2.1 of CA	<i>New Clause</i>	7.3.2.1 Penalty for wrong information in technical proposal (a)If an information is found incorrect/fake/inflated in the CV, at any

			<p>stage, debarment of the key personnel from future MoRTH or its Executing Agencies projects upto 2 years may be taken by MoRTH or its Executing Agencies.</p> <p>(b) In case, the information contained in the CV for the duration in which the key personnel was employed by the firm, proposing his candidature is found incorrect/fake/inflated at any stage, action including termination of the consultancy agreement and debarment of the firm upto 2 years from future MoRTH or its Executing Agencies projects shall be taken by MoRTH or its Executing Agencies.</p> <p>(c) In case, the information contained in the CV is found incorrect/fake/inflated at any stage, the consultancy firms shall have to refund the salary and perks drawn in respect of the person apart from other consequences.</p> <p>(d) In case consultant firms experience or document such as Form E2/T3, Form E3, References (client certificate) is found to be false at any stage i.e. from bidding to completion of services, the consultancy contract shall be terminated and consultant firm shall be debarred for a period of 2 years</p> <p>(e) In case ownership document of equipment of Consultancy/Associate Firm is found to be false, the consultancy/ Associate firm, as the case may be, shall be put on holiday listing (temporary debarment) for a period upto 12 months.</p>
58	Clause 7.3.3 of G.C	Total amount of recovery from all penalties shall be limited to 15% of the Consultancy Fee.	Total amount of recovery from all penalties shall be limited to 8% of the Consultancy Fee.
59	Clause 7.4.2 of CA	In case of major deficiencies in the Detailed Project Report involving time and cost overrun and adverse effect on reputation of <Agency>, the firm shall be declared as non-performing and the firm will not be eligible for participating in future projects of the Ministry (including	In case of major deficiencies in the Detailed Project Report involving time and cost overrun and adverse effect on reputation of <Agency>, the firm shall be declared as non-performing and the firm will not be eligible for participating in future projects of the Ministry (including NHAI, NHIDCL, BRO, etc.) for a period of 5 years. Decision as to major deficiencies by Client shall be final and binding. However, the Consultant will be given an opportunity to present its case before it is declared non-performer by the

		NHAI, NHIDCL, BRO, etc.) for a period of 5 years.	Client.
60	Clause 9 of GC	<p>9. SETTLEMENT OF DISPUTES</p> <p>9.1 Amicable Settlement</p> <p>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.</p> <p>9.2 Dispute Resolution</p> <p>9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.</p> <p>9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non - privileged records, information and data pertaining to any dispute.</p> <p>9.3 Conciliation</p> <p>In the event of any Dispute between the</p>	<p>9. SETTLEMENT OF DISPUTES</p> <p>9.1 Amicable Settlement</p> <p>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.</p> <p>9.2 Dispute Resolution</p> <p>9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.</p> <p>9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non - privileged records, information and data pertaining to any dispute.</p> <p>9.3 Conciliation</p> <p>In the event of any Dispute between the Parties, either Party may call upon [Chairman of <Agency>] and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10(ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10(ten) day period or the Dispute is not amicably settled within 15(fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to</p>

	<p>Parties, either Party may call upon [Chairman of <Agency>] and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10(ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10(ten) day period or the Dispute is not amicably settled within 15(fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the Provisions of Clause 9.4.</p> <p>9.4 Arbitration</p> <p>9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 as amended. The venue of such arbitration shall be *****</p>	<p>arbitration in accordance with the Provisions of Clause 9.4.</p> <p>9.4 Arbitration</p> <p>9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by a Sole Arbitrator appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended. The venue of such arbitration shall be ***** and the language of arbitration proceedings shall be English.</p> <p>9.4.2 Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator to be appointed as per the procedure below</p> <p>a) Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty(30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be 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.</p> <p>9.4.3 Substitute Arbitrator 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.</p> <p>9.4.4 The Arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without</p>
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	<p>and the language of arbitration proceedings shall be English.</p> <p>9.4.2 Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator to be appointed as per the procedure below</p> <p>a) Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty(30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be 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.</p> <p>9.4.3 Substitute Arbitrator If for any reason an arbitrator is unable to perform his function, a substitute</p> <p>shall be appointed in the same manner as the original arbitrator.</p>	delay.														
		9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.														
		9.4.8 The schedule of Expenses and Fee payable to the Arbitrator shall be as under:														
		<table><tr><td>Sum in dispute</td><td>Model fee</td></tr><tr><td>Up to Rs.5,00,000(Five Lakh)</td><td>Rs. 45,000</td></tr><tr><td>Above Rs 5,00,000(Five Lakh) and upto Rs 20,00,000(Twenty Lakh)</td><td>Rs 45,000 plus 3.5 per cent of the claim amount over and above Rs 5,00,000 (Five Lakh)</td></tr><tr><td>Above Rs 20,00,000(twenty Lakh) and upto Rs 1,00,00,000 (One Crore)</td><td>Rs 97,500 plus 3 percent of the claim amount over and above Rs 20,00,000 (Twenty Lakh)</td></tr><tr><td>Above Rs 1,00,00,000 (One Crore) and up to Rs 10,00,00,000(Ten Crore)</td><td>Rs 3,37,500 plus 1 percent of the claim amount over and above Rs 1,00,00,000(One Crore)</td></tr><tr><td>Above 10,00,00,000 (Ten Crore) and up to Rs 20,00,00,000 (Twenty Crore)</td><td>Rs 12,37,500 plus 0.75 per cent of the claim amount over and above Rs 10,00,00,000 (Ten Crore)</td></tr><tr><td>Above Rs 20,00,00,000 (Twenty Crore)</td><td>Rs 19,87,500 plus 0.5 per cent of the claim amount over and above Rs 20,00,00,000(Twenty Crore) with a ceiling of Rs 30,00,000 (Thirty Lakh)</td></tr></table>	Sum in dispute	Model fee	Up to Rs.5,00,000(Five Lakh)	Rs. 45,000	Above Rs 5,00,000(Five Lakh) and upto Rs 20,00,000(Twenty Lakh)	Rs 45,000 plus 3.5 per cent of the claim amount over and above Rs 5,00,000 (Five Lakh)	Above Rs 20,00,000(twenty Lakh) and upto Rs 1,00,00,000 (One Crore)	Rs 97,500 plus 3 percent of the claim amount over and above Rs 20,00,000 (Twenty Lakh)	Above Rs 1,00,00,000 (One Crore) and up to Rs 10,00,00,000(Ten Crore)	Rs 3,37,500 plus 1 percent of the claim amount over and above Rs 1,00,00,000(One Crore)	Above 10,00,00,000 (Ten Crore) and up to Rs 20,00,00,000 (Twenty Crore)	Rs 12,37,500 plus 0.75 per cent of the claim amount over and above Rs 10,00,00,000 (Ten Crore)	Above Rs 20,00,00,000 (Twenty Crore)	Rs 19,87,500 plus 0.5 per cent of the claim amount over and above Rs 20,00,00,000(Twenty Crore) with a ceiling of Rs 30,00,000 (Thirty Lakh)
		Sum in dispute	Model fee													
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Note:																
Being sole arbitrator, an additional amount of twenty five per cent on the fee set out above shall be paid.																
The above fee is to be shared equally by both the parties to the																

	<p>9.4.4 Qualifications of Arbitrator</p> <p>The sole arbitrator selected pursuant to Clause 8.2.1 hereof shall be expert with extensive experience in relation to the matter in dispute.</p> <p>9.4.5 The Arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.</p> <p>9.4.6 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.</p> <p>9.4.7. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder</p> <p>9.4.8 Miscellaneous In any arbitration proceeding hereunder:</p> <p>(a) Proceedings shall, unless otherwise agreed by the parties be held in Delhi.</p> <p>(b) The English language shall be the official language for all purposes;</p> <p>(c) The decision of sole arbitrator shall be final and binding and shall be enforceable in any court of competent</p>	<p>arbitration i.e. claimant and respondent, which is inclusive of fee of arbitrator for claim and counter claims i.e. total "Sum in Dispute", reading charges, declaration/publishing of award.</p> <p>The expenses, such as stay and travelling charges will be paid as per Client's guidelines.</p>
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		<p>jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement; and</p> <p>(d) The schedule of Expenses and Fee payable to the Arbitrator shall be as under :</p> <p>.....</p> <p>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 <Agency> before appointment of the Arbitrator,</p>	
61	Clause 10 of GC	<p>The change of Scope on account of variation of total length as well as 4 laned length of project Highway from the indicative length as given at Annex-1 of Letter of Invitation of the RFP shall be dealt as follows</p> <p>.....</p>	<p>10. Change of Scope on account of variation in length of project highway, change from brown field to green field, change in lane configuration etc. shall be dealt as follows:</p> <p>10.1 During the course of consultancy services in case it is considered necessary to increase/decrease the scope of services (of total length as compared to indicative length as given in the Annex-1 of Letter of Invitation of the RFP) or change from brown field to green field by the Client the same shall be notified by Change of Scope notice. Similarly, if the Consultant determines that change of scope is needed, it will inform the same to the Client. The Client will examine and shall either reject the proposal or issue change of scope notice.</p> <p>10.1.1 The Consultancy fee shall be revised on account of change of length as below:</p> <p>i) In case there is increase/ decrease in total length of project compared</p>

			<p>to the indicative length as given in the Annex-1 to Letter of Invitation of the RFP, the consultancy fee shall be increased/ decreased in the same proportion in which the length of the project road is increased/ decreased, if the increase/decrease in length is upto 25% of original length. Beyond 25% of the original length, revised consultancy fee shall be mutually decided by the Consultant and the Client.</p> <p>ii) Increase/decrease in length on account of realignment/bypasses shall not be considered as change of scope. However, the total length of the project highway (including bypasses and realignment) along the finally approved alignment shall be compared with the indicative length in the Annex-1 to Letter of Invitation of the RFP for the purpose of calculation of enhancement of consultancy fee.</p> <p>10.1.2 In case the project highway or part of it is proposed to be designed as green field project whereas it is not so specifically mentioned in the Annex-1 to Letter of Invitation of the RFP, the consultancy fee applicable for the affected part of the project highway shall be enhanced by 5%.</p> <p>10.2 In case of increase in configuration of lanes in the project after the submission of Final Project Report, the original consultancy fee shall be enhanced by 10%.</p> <p>10.3 In case there is change of mode of delivery i. e. EPC/HAM/BOT (Toll) etc.is done after submission of Final Project Report, the original consultancy fee shall be enhanced by 2.5%.</p> <p>10.4 In case of revision of DPR is done after submission of Final Project Report due to revision in standards/guidelines of Indian Roads Congress/MoRTH, the original consultancy fee shall be enhanced by 2.5%.”</p>
62	New Clause 11 of Draft CA	New Clause	<p>The Consultant shall be evaluated based on its performance in this consultancy services as per rating system given in Appendix IX and the said rating of the Consultant will be utilised in subsequent proposal evaluation.</p>

63	Clause 2.1 (b) of Special Conditions of Contract	<p>The consultant will furnish within 15 days of the issue of letter of acceptance, an unconditional Bank Guarantee an amount equivalent to 10% of the total contract value to be received by him from a Nationalized Bank, IDBI or ICICI/ICICI Bank/Foreign Bank/EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the BG shall be furnished on behalf of the JV or lead partner of JV for an amount equivalent to 10 % of the total contract value to be received by him towards Performance Security valid for a period of three years beyond the date of completion of services.</p>	<p>The consultant will furnish within 15 days of the issue of letter of acceptance, an unconditional Bank Guarantee an amount equivalent to 3% of the total contract value to be received by him from a Nationalized Bank, IDBI or ICICI/ICICI Bank/Foreign Bank/EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the BG shall be furnished on behalf of the JV or lead partner of JV for an amount equivalent to 3 % 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.</p>
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Criteria for rating of DPR Consultants performance in individual NH Projects

PROJECT NAME:

Name of Consultant:

STATE:

Names of JV partners/associates with % of Shareholding:

Sl. No.	KPI	DESCRIPTION	Total Marks	Marks Obtained	Supporting Documents to be submitted by the consultant
Category I: Quality of DPR					
	Change of scope and descoping	Cumulative sum of change of scope (net of positive and negative) and descoping (Positive value of each CoS order and descoping to be summed up)	20		
		Percentage of contract price			
		0			
		>0%?5%			
		>5%?10%			
		>10%?15%			
	Traffic accuracy	Percentage variation of projected traffic in the year of commencement of construction with actual IHMCL data, data from adjacent toll plaza or any other source choosen by the client.	5		
		Percentage variation			
		>0%?3%			
		>3%?5%			
		>5%?10%			
		>10%			
	RoW variation	Percentage area variation of acquired land (Private land) during construction.	4		
		Percentage variation			
		0%			
		>0%?5%			
		>5%?10%			
		>10%			
	Utility shifting	Percentage variation in utility shifting cost during execution.	4		
		Percentage variation			
		0%			
		>0%?5%			
		>5%?10%			
		>10%			

Sl. No.	KPI	DESCRIPTION	Total Marks	Marks Obtained	Supporting Documents to be submitted by the consultant
	Use of new material	Use of new material/waste material/new technology as a percentage of total cost.	4		i) Self certified calculations for % use of new material/waste material/new technology as a percentage of total cost. ii) Extract of relevant pages of DPR.
		Percentage variation			
		≥5%			
		≥3%<5%			
		≥1%<3%			
		<1%			
	Safety	Attention to road safety in basic design such as plan & profile, typical cross sections, intersections etc.	4		i) Self certified statement showing roadsafety considerations in basic design such as plan & profile, typical cross sections, intersections etc. ii) Extract of relevant pages of DPR.
		Grading			
		Excellent			
		Very good			
		Good			
		Poor			
	Functional utility of provisions	Appreciation of functional utility of provisions like service road, footpath, underpass, median opening, bus-bay, truck lay-bye etc.	4		
		Grading			
		Excellent			
		Very good			
		Good			
		Poor			
	Cost optimization	Variation of project cost with respect to normative cost.	5		i) Self certified calculation of cost based on normative cost.
		Percentage Excess			
		≤0%			
		>0%≤5%			
		>5%≤10%			
		>10%			
Category II: Adherence to timelines					
	Land Acquisition	% delay period in land acquisition [(Actual Date of Submission - Stipulated Submission Date) / (Stipulated Submission Date in Agreement - Date of Commencement)]*100	4		
		i) 3A			
		Delay Percentage			
		0%			
		>0%≤5%			
		>5%≤10%			
		>10%			

Sl. No.	KPI	DESCRIPTION	Total Marks	Marks Obtained	Supporting Documents to be submitted by the consultant
		ii) 3D	4		
		Delay Percentage			
		0%			
		>0%≤5%			
		>5%≤10%			
		>10%			
		iii) 3G	4		
		Delay Percentage			
		0%			
		>0%≤5%			
		>5%≤10%			
		>10%			
	Forest Clearance	% delay period [(Actual Date of Clearance - Stipulated Date of Clearance) / (Stipulated Submission Date in Agreement - Date of Commencement)] *100	6		
		Delay Percentage			
		0%			
		>0%≤10%			
		>10%≤20%			
		>20%			
	Submission of DPR	% delay period [(Actual Date of Submission - Stipulate Submission Date) / (Stipulated Submission Date in Agreement - Date of Commencement)] *100 in submission of alignment plan.	3		
		Delay Percentage			
		0%			
		>0%≤10%			
		>10%≤20%			
		>20%			
		% delay period [(Actual Date of Submission - Stipulate Submission Date) / (Stipulated Submission Date in Agreement - Date of Commencement)] *100 in submission of final feasibility report.	3		
		Delay Percentage			
		0%			
		>0%≤10%			
		>10%≤20%			
		>20%			

Sl. No.	KPI	DESCRIPTION		Total Marks	Marks Obtained	Supporting Documents to be submitted by the consultant
		% delay period [(Actual Date of Submission - Stipulate Submission Date) / (Stipulated Submission Date in Agreement - Date of Commencement)] *100 in submission of final DPR		5		
		Delay Percentage	Marks			
		0%	5			
		>0%≤10%	3.75			
		>10%≤20%	2.5			
		>20%	0			
	GAD Approval	% delay period [(Actual Date of approval - Stipulated Date of approval) / (Stipulated approval Date in Agreement - Date of Commencement)] *100		6		
		Delay Percentage	Marks			
		0%	6			
		>0%≤10%	4			
		>10%≤20%	3			
		>20%	0			
Category III: Overall Project Management						
	Adverse Notices	No of adverse notices issued to the consultant		5		
		No	Marks			
		0	5			
		01-05	3.75			
		06-10	2.5			
		>10	0			
	Key Personnel	No of times key personnel deployed in the project were changes (Except for reasons other than unforeseen circumstances e.g. reassignment on some other assignment by competent authority, health problem developed after signing of contract)		10		Self certified statement with position, dates of replacements done.
		No	Marks			
		0	10			
		01-02	7.5			
		03-04	5			
		>4	0			
				100		
			(Signature)			
			Name of Consultant's Authorized Representative			

(i) The maximum number of consultancy services to be awarded to one consultant will be governed by the following provisions:

Sl. No.	Average Annual Turnover of Firm in last 3 Financial Years (from Consultancy Services)	Upto Rs. 10 Crores	More than Rs. 10 crores but less than/equal to Rs. 30 Crores	More than Rs. 30 crores but less than/equal to Rs. 60 Crores	More than Rs. 60 Crores
1	No. of key professionals on full time employment with the consultant (minimum for last one year)	4	25	40	60
2	Max. no. of DPR/AE/IE/CSC consultancy assignments to be awarded to one particular consultant including ongoing consultancy services at a time on National Highways or centrally sponsored road works of MoRTH including its executing agencies	8	16	30	50
3	Max. no. of DPR consultancy assignments to be awarded to one particular consultant including ongoing consultancy services at a time on National Highways or centrally sponsored road works of MoRTH including its executing agencies out of the total number in	6	13	24	40

	Sl. No. 2				
4	Maximum no. of DPR consultancy assignments to be awarded in one financial year to one particular consultant including ongoing consultancy services at a time on National Highways or centrally sponsored road works of MoRTH including its executing agencies out of the total number in Sl. No. 3.	3	7	12	20

Note: (1) Both the conditions of turn over and number of key professionals on full time employment with the consultant have to be satisfied to be eligible for award of maximum no. of consultancy assignments mentioned in Sr. No. 2, 3 & 4 of the above table. In case one condition is fulfilled for higher slab but the other condition is fulfilled for lower slab, consultant will be eligible for award of maximum number of consultancy assignments corresponding to the condition meeting lower slab.

(2) (i) In case of JV bidding for the current assignment, the weighted average of turnover and key professionals of the JV will be determined considering the ratio of participation of the JV members in the current assignment. The total consultancy assignments, DPR consultancy assignments and cap on the DPR consultancy assignments that can be awarded to the JV during CFY shall be determined in accordance with the note 1 above with respect to the weighted turnover and number of key professionals. The ongoing consultancy assignments (total & DPR) shall be determined by simple summation of the respective figures of individual members.

Further, in case technical capacity of both the JV members make them ineligible for award of a single DPR consultancy assignment individually, JV will not be eligible for award of any consultancy assignment based on the weighted average of turnover and key professionals of the JV members.

(ii) The consulting firms should be encouraged to carry out a mix of DPR and Supervision Assignments like IE/AE/Construction Supervision Consultants (CSC).

(iii) The following assignments would not be counted as ongoing consultancy services for the purpose of determination of technical capacity as above.

- (a) IE/AE/CSC assignments where original assignment period + one year is lapsed or provisional completion of civil work is issued, whichever is earlier;
- (b) DPR assignments where either (i) the bids for civil works have been received; or (ii) original assignment period + one year has lapsed;
- (c) Special Projects like tunnel, stand-alone bridge, emergency landing facility, etc.; and
- (d) Assignments having less than 6 months contract period.
- (iv) For the purpose of calculation of maximum no. of consultancy assignments, the assignments awarded on the date of opening of financial proposal and in progress will be taken into consideration as utilized capacity. Projects of MoRTH and its executing agencies (awarded/ in progress) only shall be considered for the purpose. The Consultant shall provide these details and they shall be solely responsible for accuracy of such details provided.
- (v) The applicants shall submit copies of Form-26 AS in the proposal in order to certify their permanent key personnel (as given in Sr. No. 1 of above table).
- (vi) The applicants shall submit the requisite details for determination of technical capacity in the prescribed format Technical Capacity (Form T-11) enclosed.

Sample Illustration for determination of Technical Capacity is given below.

1. Illustration for Determination of Technical Capacity (Sole Applicant)

(1)	(2)	(3)	(4)	(5)	(6)	(7)
Average Annual Turnover of firm in last 3 FY (from consultancy services) of the consultant	No. of Key Professionals on full time rolls (minimum for last one year) with the consultancy firm	Max. no. of consultancy assignments to be awarded to the consultant (sole applicant) including	Maximum no. of DPR consultancy assignments to be awarded to the consultant (sole applicant) including	Total ongoing/ awarded consultancy assignments (nos.)	DPR consultancy assignments awarded in CFY (nos.)	Remaining DPR consultancy assignments that can be awarded to the consultant (nos.) in CFY

		ongoing consultancy services at a time on National Highways or centrally sponsored road works of MoRTH including its executing agencies		ongoing consultancy services at a time on National Highways or centrally sponsored road works of MoRTH including its executing agencies in one financial year					
		Total	DPR		Total	DPR	IE/AE/SC		
1	2	3A	3B	4	5A	5B	5C	6	7
10	26	8	6	3	6	1	5	1	2 *

* Compare 3B - 5B with 3A - 5A and take lower of the two and in this case, it is 2 (X). Compare 4-6 with X and take lower of the two and in this case, it is 2 (Y). Hence, Y is the remaining DPR consultancy assignments that can be awarded to the consultant during the CFY.

A-2

A. Firm's relevant experience in last 7 years (50)

For standard highways, the following is the break-up:

S. No.	Description	Maximum Points	Sub-Points
1	Specific experience of the DPR consultancy related to the assignment for eligibility	20	
1.1	Aggregate Length of DPR / Feasibility study of 2/4/ 6 lane projects	10	
1.1.1	> 1 but ≤ 2 the indicative Length of the package applied for		6
1.1.2	>2 but ≤ 3 times the indicative length of the package applied for		7
1.1.3	> 3 but ≤ 4 times the indicative length of the package applied for		8
1.1.4	> 4 but ≤ 5 times the indicative length of the package applied for		9
1.1.5	> 5 times the indicative length of the package applied for		10
1.2	DPR for 2/4/6 laning projects each equal to or more than 40 % of indicative length of a package applied for (or Feasibility Study for 2/4/6 laning projects each equal to or more than 60 % of indicative length of a package applied for)	10	
1.2.1	1 project		6
1.2.2	2 projects		7
1.2.3	3 projects		8
1.2.4	4 projects		9
1.2.5	≥ 5 projects		10

2	DPR of Bridge having length more than 200 m	5	
2.1	1 bridge		1
2.2	2 bridges		2
2.3	3 bridges		3
2.4	4 bridges		4
2.5	≥ 5 bridges		5
3	Specific experience of firms in terms of turnover	5	
3.1	Firm's Average Turnover of last 5 years > 50 crore		5
3.2	Firm Average Turnover of last 5 years 20 - 50 crore		4
3.3	Firm Average Turnover of last 5 years > 5 but < 20 crore		3
4	Highway Professionals * working with the firm	10	
4.1	<10 nos.		0
4.2	10-19 nos.		7
4.3	20-29 nos.		8
4.4	> 30 nos.		9
4.5	Additional one mark will be given if minimum 20% of the above key personnel have M.Tech in any field of civil engineering		1
*The professionals who possess degree in Civil Engineering/Transport Planning/Transport Economics/Traffic Management/Geology/Environment Science or Engineering and 8 years Experience in highway/bridge/tunnel with employment in the firm for more than one year. The current Employment Certificate shall be uploaded by Key Personnel on INFRACON.			
5	Quality of Past Performance (based on self certification)	10	
5.1	Average CoS (net of positive and negative) as percentage of contract price in last 5 DPRs prepared by the firm	2.5	

5.1.1	0		2.5
5.1.2	> 0 but ≤ 2.5		2
5.1.3	>2.5 but ≤ 5		1.5
5.1.4	>5 but ≤ 7.5		1
5.1.5	>7.5 but ≤ 10		0.5
5.1.6	>10		0
5.2	Average area variation as percentage of acquired private land as per 1 st 3D notification in last 5 DPRs prepared by the firm	2.5	
5.2.1	0		2.5
5.2.2	> 0 but ≤ 4		2
5.2.3	>4 but ≤ 8		1.5
5.2.4	>8 but ≤ 12		1
5.2.5	>12 but ≤ 16		0.5
5.2.6	>16		0
5.3	Average delay in land acquisition in last 5 DPRs prepared by the firm (delay in 90% site possession wrt contract period)	2.5	
5.3.1	≤ 3 months		2.5
5.3.2	>3 but ≤ 6 months		2
5.3.3	>6 but ≤ 9 months		1.5
5.3.4	>9 but ≤ 12 months		1
5.3.5	>12 months		0
5.4	Average use of new materials/waste materials/new technology used in last 5 DPRs prepared by the firm as percentage of total cost of civil works	2.5	

5.4.1	≤ 2.5		0
5.4.2	> 2.5 but ≤ 5		1
5.4.3	> 5 but ≤ 7.5		1.5
5.4.4	> 7.5 but ≤ 10		2
5.4.5	> 10		2.5

For special projects such as special bridges, tunnels and expressways that require specialized capabilities and skill sets, the following is the break-up:

S. No.	Description	Maximum Points	Sub-Points
1	Specific experience of the DPR consultancy related to the assignment for eligibility	15	
1.1	Aggregate Length of DPR / Feasibility study of 2/4/ 6 lane projects	8	
1.1.1	> 1 but ≤ 2 the indicative Length of the package applied for		4
1.1.2	> 2 but ≤ 3 times the indicative length of the package applied for		5
1.1.3	> 3 but ≤ 4 times the indicative length of the package applied for		6

S. No.	Description	Maximum Points	Sub-Points
1.1.4	> 4 but \leq 5 times the indicative length of the package applied for		7
1.1.5	> 5 times the indicative length of the package applied for		8
1.2	DPR for 2/4/6 laning projects each equal to or more than 40 % of indicative length of a package applied for (or Feasibility Study for 2/4/6 laning projects each equal to or more than 60 % of indicative length of a package applied for)	7	
1.2.1	1 project		3
1.2.2	2 projects		4
1.2.3	3 projects		5
1.2.4	4 projects		6
1.2.5	\geq 5 projects		7
2	DPR of Bridge having length more than 200 m	5	
2.1	1 bridge		1
2.2	2 bridges		2
2.3	3 bridges		3
2.4	4 bridges		4
2.5	\geq 5 bridges		5
3	Specific experience of firms in terms of turnover	5	
3.1	Firm's Average Turnover of last 5 years > 50 crore		5
3.2	Firm Average Turnover of last 5 years 20-50 crore		4
3.3	Firm Average Turnover of last 5 years >5 but <20 crore		3
4	Highway Professionals * working with the firm	10	
4.1	<10 nos.		0
4.2	10-19 nos.		7

S. No.	Description	Maximum Points	Sub-Points
4.3	20-29 nos.		8
4.4	≥30 nos.		9
4.5	Additional one mark will be given if minimum 20% of the above key personnel have M.Tech in any field of civil engineering		1
4	DPR for special category projects (Special bridges/ tunnels or expressways, whichever applicable). It is to be noted that either 4.1 or 4.2 shall be applicable, and not both.		
4.1	DPR of number of special bridges/ tunnels (if applicable)	5	
4.1.1	1 project		1
4.1.2	2 projects		2
4.1.3	3 projects		3
4.1.4	4 projects		4
4.1.5	≥ 5 projects		5
4.2	Aggregate length of DPR/ Feasibility study for expressways	5	
4.2.1	Upto 50 km		2
4.2.2	50km to 100 km		3
4.2.3	100km to 150 km		4
4.2.4	> 150 Km		5
5	Highway Professionals * working with the firm	10	
5.1	<10 nos.		0
5.2	10-19 nos.		7
5.3	20-29 nos.		8
5.4	> 30 nos.		9
5.5	Additional one mark will be given if minimum 20% of the above key personnel have M.Tech in any field of civil engineering		1

***The professionals who possess degree in Civil Engineering/Transport Planning/Transport Economics/Traffic Management/Geology/Environment Science or Engineering and 8 years Experience in highway/bridge/tunnel with**

S. No.	Description	Maximum Points	Sub-Points
employment in the firm for more than one year. The current Employment Certificate shall be uploaded by Key Personnel on INFRACON.			
6	Quality of Past Performance (based on self certification)	10	
6.1	Average CoS (net of positive and negative) as percentage of contract price in last 5 DPRs prepared by the firm	2.5	
6.1.1	0		2.5
6.1.2	> 0 but ≤ 2.5		2
6.1.3	>2.5 but ≤ 5		1.5
6.1.4	>5 but ≤ 7.5		1
6.1.5	>7.5 but ≤ 10		0.5
6.1.6	>10		0
6.2	Delay in completion of DPR as percentage of original contract period in last 5 DPRs prepared by the firm	2.5	
6.2.1	0		2.5
6.2.2	> 0 but ≤ 25		2
6.2.3	>25 but ≤ 50		1.5
6.2.4	>50 but ≤ 75		1
6.2.5	>75 but ≤ 100		0.5
6.2.6	>100		0
6.3	Average delay in land acquisition in last 5 DPRs prepared by the firm (delay in 90% site possession wrt contract period)	2.5	
6.3.1	≤ 3 months		2.5
6.3.2	>3 but ≤ 6 months		2
6.3.3	>6 but ≤ 9 months		1.5
6.3.4	>9 but ≤ 12 months		1
6.3.5	>12 months		0

S. No.	Description	Maximum Points	Sub-Points
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S. No.	Description	Maximum Points	Sub-Points
6.4	Average use of new materials/waste materials/new technology used in last 5 DPRs prepared by the firm as percentage of total cost of civil works	2.5	
6.4.1	≤ 2.5		0
6.4.2	> 2.5 but ≤ 5		1
6.4.3	> 5 but ≤ 7.5		1.5
6.4.4	> 7.5 but ≤ 10		2
6.4.5	> 10		2.5

Note:

A. In case feasibility study is a part of DPR services the experience shall be counted in DPR only. In case bridge is included as part of DPR of highway the experience will be (1) and (2)

B. Material testing, survey and investigation, equipment and software proposed to be used (10)

1	Availability of Material Testing Facilities with persons/resources having operational skills of the equipment	1	
1.1	Owned* (Available In House)		1.00
* Shall be ascertained through the ownership evidence uploaded on INFRACON in regard to major equipment required for testing of materials to be used for construction of Highway Project.			
2	Availability of Field Investigation Facilities with persons/resources having operational skills of the equipment	2	
2.1	Owned** (Available In House)		2.00
** Shall be ascertained through ownership evidence uploaded on INFRACON for construction of Highway Project.			
3	Availability of Office Equipment and Software with persons/resources having operational skills of the equipment	1.5	
3.1	Owned*** (Available In House)		1.50
*** Shall be ascertained through ownership evidence uploaded on INFRACON for key hardware/software required for Highway consultancy assignment.			
4	Experience in LiDAR or better technology for topographic survey (Infrastructure sector)	3.5	
4.1	1 project		1
4.2	2 projects		2
4.3	3 projects		2.5
4.4	4 projects		3
4.5	≥ 5 projects		3.5
5	Experience in using GPR and Induction Locator or better technologies for detection of sub-surface utilities (Infrastructure sector)	1	
5.1	1 project		0.25
5.2	2 projects		0.50
5.3	3 projects		0.75
5.4	≥ 4 projects		1
6	Experience in digitization of cadastral maps for land surveys	1	
6.1	Area upto 100 ha		0.5

c. AutoCAD
d. MIDAS or equivalent / better
e. Road Estimator 9.9 or better
f. AutoPlotter 10.9 or better
g. MS Project or Primavera or equivalent
h. HDM-4 or equivalent

Qualification and Experience Requirement of Key Personnel

Team Leader cum Highway Engineer

i)	Educational Qualification	
	Essential	Graduate in Civil Engineering or equivalent as approved by AICTE
	Desirable	Post graduate in Civil Engineering / Construction Management /Transportation) {AICTE Approved}
ii)	Essential Experience	
	a) Total Professional Experience	Min. 12 years
	b) Experience in Highway projects	Min. 8 years in Planning, project preparation and design of Highway projects , including 2/4/6 laning of NH/SH/ expressways. For hill roads, respective hill roads experience is required
	c) Experience in similar capacity (Either as Team Leader or in Similar capacity)	In Feasibility of two / Four/Six Laning works and DPR/IC/ Construction Supervision of Two/Four/six laning of major highway projects(NH/SH/Expressways)/ feasibility cum detailed project report of two/ four laning projects of minimum aggregate length of 80 km. For hill roads, respective hill roads experience is required.
iii)	Age Limit	65 years on the date of submission of proposal

Bridge Engineer

i)	Educational Qualification	
	Essential	Graduate in Civil Engineering or equivalent
	Desirable	Masters in Structural Engineering / Foundation Engineering/ Hydraulics
ii)	Essential Experience	
	a) Total Professional Experience	Min. 8 years
	b) Experience in Bridge projects	Min. 06 years in project preparation and design of bridge projects.
	c) Experience in similar capacity	Bridge Engineer in highway design consultancy projects (2/4/6 lane NH/SH/ Expressways) involving design of minimum two major bridges (length more than 200 m)
iii)	Age Limit	65 years on the date of submission of Proposal

QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL

Pavement Engineer

i)	Educational Qualification	
	Essential	Degree in Civil Engineering
	Desirable	Masters in Civil Engineering
ii)	Experience	
	a) Total Professional Experience	Min. 08 years
	b) Experience in Highway projects	Minimum 06 years' experience in pavement design and maintenance of highways
	c) Experience in similar capacity	Pavement design for major highway projects (2/4/6 lane NH/SH/Expressways) of minimum 2 projects
iii)	Age Limit	65 years on the date of submission of Proposal

MaterialEngineer-cum-GeotechnicalEngineer

i)	Educational Qualification	
	Essential	Graduate in Civil Engineering or M.Sc. Geology
	Desirable	Masters in Foundation Engineering / Soil Mechanics / Phd in Geology /Geo Tech Engineering
ii)	EssentialExperience	
	a)TotalProfessional Experience	Min. 8 years
	b) Experience in Highway Projects	Min. 6 years on similar projects in design and/or construction
	c) Experience in similar capacity	Material cum Geo-technical Engineer on highway projects (2/4/6 lane NH/SH/Expressways) of minimum aggregate length of 80 km.
iii)	Age Limit	65 years on the date of submission of Proposal

QUALIFICATION AND EXPERIENCE REQUIREMENT OF KEY PERSONNEL

Survey Engineer

i)	Educational Qualification	
	Essential	Graduate or equivalent in Civil Engineering or Diploma in Civil Engg or Diploma in Surveying
	Desirable	Masters in Remote Sensing/Photogrammetry or equivalent
ii)	Essential Experience	
	a) Total Professional Experience	Min. 8 years
	b) Experience in Highway projects	Min. 6 years on similar projects in project preparation and construction & thorough understanding of modern computer based methods of surveying
	c) Experience in similar capacity	Survey Engineer for projects preparation of highway project (NH/SH/Expressways) involving 2/4/6-laning of minimum aggregate length of 80 km.
iii)	Age Limit	65 years on the date of submission of Proposal

Traffic / Road Signage / Marking and Safety Expert

i)	Educational Qualification	
	Essential	Graduate in Civil Engineering
	Desirable	Masters in Traffic Engineering/Transportation Engineering / Transport Planning
ii)	Essential Experience	
	a) Total Professional Experience	Min. 06 years
	b) Experience in Highway projects	Min. 05 years on similar projects.
	c) Experience in similar capacity	Traffic Engineer in highway Projects (NH/SH/Expressways) involving 2/4/6 laning of minimum aggregate length of 80 km.
	d)	It is mandatory for the Road Safety Expert to have completed at least 15 days' certification course on Road Safety Audit from IAHE/IITs/NITs/CRRI. The CV of the proposed key personnel not having completed minimum 15 days certification course shall not be evaluated.
iii)	Age Limit	65 years on the date of submission of Proposal

Environmental Specialist

i)	Educational Qualification	
	Essential	Graduate in Civil Engineering / Environment Engineering / Masters in Environment Science
	Desirable	Post Graduate in Environmental Engineering
ii)	Essential Experience	
	a) Total Professional Experience	Min. 06 years
	b) Experience in Highway Projects	Min. 5 years in environment impact assessment and permitting of highway projects (2/4/6 laning)
	c) Experience in similar capacity	Environmental Specialist in at least two highway projects (2/4/6 laning)
iii)	Age Limit	65 years on the date of submission of bid

Quantity Surveyor

i)	Educational Qualification	
	Essential	Graduate or equivalent in Civil Engineering / Certificate course from 'Institution of Quantity Surveying'
	Desirable	
ii)	Essential Experience	
	a) Total Professional Experience	Min. 8 years
	b) Experience in Highway Projects	Min. 6 years in Preparation of Bill of Quantities, Contract documents and documentation for major highway projects involving two/ four laning
	c) Experience in similar capacity	Quantity Surveyor in highway projects (NH/SH/Expressways) involving two/four/six laning of minimum aggregate length of 80 km.
iii)	Age Limit	65 years on the date of submission of Proposal

Landacquisition expert

i)	Educational Qualification	
	Essential	Graduate or equivalent
ii)	Essential Experience	
	a) Total Professional Experience	15 years as Deputy-Tehsildar or above Desirable: Ex- revenue officers like Ex-ADM/SDM, Ex-Tehsildar, Ex-Deputy- Tehsildar etc.
	b) Role specific experience	Min 10 years in Land acquisition for government/ authority projects
iii)	Age Limit	65 years on the date of submission of bid

Utilityexpert

i)	Educational Qualification	
	Essential	Graduate or equivalent in major engineering disciplines viz. mechanical/ electrical/ civil engineering
ii)	Essential Experience	
	a) Total Professional Experience	Min 10 years Desirable: Ex- officers or engineers from utility agencies
	b) Role specific experience	Min. 8 years in Utility estimation and relocation/ erection of electric/ gas/ other utilities Desirable: Experience with utilities along the highway/road.
iii)	Age Limit	65 years on the date of submission of bid

TEAMLEADERCUMBRIDGE ENGINEER

i)	Educational Qualification	
	Essential	Graduate in Civil Engineering or equivalent as approved by AICTE
	Desirable	Post graduate in Structural Engineering/ Foundation Engineering/ Hydraulics
ii)	Essential Experience	
	a)Total Professional Experience	Min. 12 years
	b) Experience in Bridge projects	Min. 6 years in major Bridge Construction / Development Project.
	c) Experience in similar capacity (Either as Team Leader or in Similar capacity)	He should have handled as Team Leader/Project Manager or similar capacity of at least Two projects in Construction Supervision / IC involving 4 laning/6-laning/Expressway of minimum 50km length and atleast two major bridge of a length 500 mtr. (Excluding approaches).
iii)	Age Limit	65 years on the date of submission of proposal

Bridge/Structural Engineer

i)	Educational Qualification	
	Essential	Graduate in Civil Engineering or equivalent
	Desirable	Masters in Structural Engineering/ Foundation Engineering/ Hydraulics
ii)	Essential Experience	
	a) Total Professional Experience	Min. 8 years
	b) Experience in Bridge projects	Min. 05 years in project preparation and design of bridge projects.
	c) Experience in similar capacity	Bridge Engineer in highway design consultancy projects (2/4/6 lane NH/SH/ Expressways) involving design of minimum two major bridges (length more than 200 m)
iii)	Age Limit	65 years on the date of submission of Proposal

Team Leader cum Tunnel Expert

I Educational Qualification		
	Essential	Graduate in Civil Engineering/Tunnel Engineering/Mining Engineering
	Desirable	Post Graduate in Civil Engineering/Tunnel Engineering/Mining Engineering
II Essential Experience		
a)	Total Professional Experience	Min. 10 years
b)	Experience in Tunnel projects	(i) Professional experience in handling major tunnel projects (Road/Rail/Metro)
		(ii) Experience in major tunnel construction/construction supervision projects (Road/Rail/Metro)
		(iii) Experience in preparation of DPR or Feasibility report of major tunnel projects (Road/Rail/Metro)
		(iv) Experience in DPR preparation of minimum 5 km Tunnel length
		(v) Experience in construction/construction supervision/ preparation of DPR/feasibility report of major tunnel projects (Road/Rail/metro) using NATM
c)	Experience in similar capacity	(i) Experience as Team Leader or similar capacity in major tunnel construction/construction supervision projects (Road/Rail/Metro)
		(ii) Experience as Team Leader or similar capacity in preparation of DPR or Feasibility report of major tunnel projects (Road/Rail/Metro)
III Age Limit		65 years on the date of submission of proposal

Tunnel Design Expert

I Educational Qualification	
Essential	Degree in Civil/ Mining Engineering
Desirable	PostGraduationinDesign/ Structural Engineering or equivalent.
II Essential Experience	
a) Total Professional Experience	Min. 10 years
b) Experience in Tunnel projects	(i) Professional Experience in handling major tunnel projects (Road/Rail/Metro)
	(ii) Experience of major tunnel construction/construction supervision projects (Road/Rail/Metro)
	(iii) Experience in preparation of DPR or Feasibility report of major tunnel projects (Road/Rail/Metro)
c) Experience in similar capacity	(i) Professional Experience as Tunnel Design Engineer (Structural)
	(ii) Experience as Tunnel Design Engineer (Structural) of major tunnel construction/construction supervision projects (Road/Rail/Metro)
	(iii) Experience as Tunnel Design Engineer (Structural) of major tunnel for preparation of DPR projects (Road/Rail/Metro)
	(iv) Experience as Tunnel Design Engineer (Structural) in preparation of DPR/ Feasibility report of major tunnel projects (Road/Rail/Metro) using NATM
III Age Limit	65 years on the date of submission of Proposal

Geotechnical Engineer

I	Educational Qualification	
	Essential	Civil Engineering / Mining Engineering / Engineering Geology
	Desirable	Geotechnical Engineering / Foundation Engineering / Rock Mechanics / Geo science or equivalent
II	Essential Experience	
	a) Total Professional Experience	Min. 10 years
	b) Experience in Tunnel Projects	(i) Professional experience in handling major tunnel projects (Road/Rail/Metro)
		(ii) Experience in major tunnel construction/construction supervision projects (Road/Rail/Metro)
		(iii) Experience in preparation of DPR or Feasibility report of major tunnel projects (Road/Rail/Metro)
	c) Experience in similar capacity	(i) Professional Experience as Senior Geotechnical Engineer
		(ii) Experience as Senior Geotechnical Engineer or similar capacity in major tunnel construction/construction supervision projects (Road/Rail/Metro)
		(iii) Experience as Senior Geotechnical Engineer or similar capacity in preparation of DPR or Feasibility report of major tunnel projects (Road/Rail/Metro)
		(iv) Experience as Senior Geotechnical Engineer or similar capacity in preparation of DPR/Feasibility report of major tunnel projects (Road/Rail/Metro) using NATM
III	Age Limit	65 years on the date of submission of proposal

Geophysicist

I Educational Qualification		
	Essential	Graduate in Geophysics/Geo science/ Earth science or equivalent.
	Desirable	Post Graduation in Geophysics/Geo science/ Earth science or equivalent
II Essential Experience		
	a) Total Professional Experience	Min. 10 years
	b) Experience in Relevant works	(i) Professional Experience in handling tunnel/ mineral and oil exploration projects
		(ii) Experience of carrying out AEM survey for tunneling/ mineral and oil exploration or any other similar work for area of more than 2.7 sq km
		(iii) Processing, Interpreting, generating 3D resistivity model of AEM survey's raw data for tunneling/ mineral and oil exploration or any other similar work for area of more than 2.7 sq km
		(iv) Experience in carrying out AEM survey, processing, interpreting, generating 3D resistivity of AEM survey's raw data for major tunnel work (Rail/Road/Metro)
	III Age Limit	65 years on the date of submission of proposal

Geologist

i) Educational Qualification		
	Essential	Post Graduate Degree in Geology/Related field.
	Desirable	Phd in Geology/Related fields.
ii) Essential Experience		
	a) Total Professional Experience	Min. 10 years
	b) Experience in Tunnel projects	He should have a minimum 10 years of professional experience and should have involved in project preparation/ DPR/ Tunnel Design for atleast two major Tunnel projects.
	c) Experience in similar capacity	He should have experience in similar capacity per five years on Design/ Construction/ Supervision of Tunnel Projects. The minimum cost of the project handled in the similar capacity should be 2500 Millions
iii)	Age Limit	65 years on the date of submission of Proposal

E&M Expert

i) Educational Qualification		
	Essential	Degree in Electrical/Mechanical Engineering.
	Desirable	Post Graduation in Degree in Electrical/Mech Engineering.
ii) Essential Experience		
	a) Total Professional Experience	Min. 10 years
	b) Experience in Tunnel projects	10 years in Tunnel Projects and should have worked for at least five years as an E&M Expert for Tunnel Design/ Construction projects.
	c) Experience in similar capacity	He should have handled at least two tunneling projects in similar capacity.
iii)	Age Limit	65 years on the date of submission of Proposal

Material Engineer

i)	EducationalQualification	
	Essential	GraduateinCivilEngineering/Material Science and Engineering or equivalent
	Desirable	Post-graduation in Material Science and Engineering or equivalent
ii)	EssentialExperience	
	a) Total Professional Experience	Min. 12 years
	b) Experience in Highway Projects	Minimum 8 years on Tunnel projects in design and /or construction. Experience on Tunnel projects shall be preferred.
	c) Experience in similar capacity	Material Engineer on highway projects (2/4/6 lane NH/SH/Expressway) of minimum aggregate length of 80 km.
iii)	Age Limit	65 years on the date of submission of proposal

Format for Technical Capacity of Applicants

(TO BE FILLED BY THE SOLE CONSULTANT & IN CASE OF JV, SEPARATELY BY JV MEMBERS BIDDING FOR THE ASSIGNMENT)

(i) No. of Key Professionals on full time roll:

Sl. No.	Name of the Key Professional	Designation	Continuous Employment from (Date)	Nos. of Years with the firm

Note: Attach copy of Form-26AS to certify permanent key professional.

(ii) Details of all in-hand DPR projects or DPR projects awarded by MoRTH or its executing agencies for NH works and centrally sponsored road works:

Sl. No.	Project Description	Bids for Civil Works received or Original assignment period+ one year lapsed (Yes/ No)	Start Date	Scheduled Completion	Whether awarded in Current Financial Year (Yes/ No)	In case of JV, share of Contract Fee (%)
1	2	3	4	5	6	7

Format for undertaking by the firm for DPR Projects:

The undersigned on behalf of ----- (name of consulting firm) certify that the firm do not have any other in-hand/ awarded DPR project other than those listed above.

Date: (dd/mm/yyyy)

[Signature of authorized representative of the Firm]

(iii) Details of all in-hand AE/ IE/ SC projects or AE/ IE/ SC awarded by MoRTH or its executing agencies for NH works and centrally sponsored road works:

Sl. No.	Project Description	Civil works Provisionally completed or Original assignment period+ one year lapsed (Yes/ No)	Start Date	Scheduled Completion	Whether awarded in Current Financial Year (Yes/ No)	In case of JV, share of Contract Fee (%)
1	2	3	4	5	6	7

Format for undertaking by the firm for in-hand AE/ IE/ SC Projects:

The undersigned on behalf of ----- (name of consulting firm) certify that the firm do not have any other in-hand/ awarded AE/ IE/ SC project other than those listed above.

Date: (dd/mm/yyyy)

[Signature of authorized representative of the Firm]

Note 1:

The figures in Col 7 be rounded off to the nearest integer i.e. in case remaining bid-capacity comes to 0.5 or more then it will be considered as 1, in case less than 0.5 then it will be considered as 0 (Zero).

Note 2:

Clarification for technical capacity utilised in case of JV with other firm than proposed in current assignment.

In case Firm-1 proposes for new JV with other partner, then capacity utilisation will be calculated on the basis of JV share in existing assignments e.g.

JV in one project with 30% share:- One project X 0.3 = 0.3

JV in one project with 70% share :- One project X 0.7 = 0.7

JV in one project with 50% share :- One project X 0.5 = 0.5

JV in two project with 80% share :- Two projects X 0.8 = 1.6

The weighted utilisation of the capacity of Firm-1 = **3.1**

Note 3:

The Consultant shall re-submit the bid capacity details as per above format at the time of opening of Financial Bid.

INTEGRITY PACT FORMAT

(To be executed on plain paper and submitted along with Technical Bid/Tender documents for tenders having a value of Rs. 5 cr or above for Consultancy projects and 100 cr. or above for Construction projects. To be signed by the Bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the MoRTH)

This integrity Pact is made at _____ on this _____ day of _____ 2016.

BETWEEN

[President of India through Ministry of Road Transport & Highways, Government of India

represented by Director General (Road Development) & Special Secretary, Transport Bhawan,

1- Parliament Street New Delhi-110001], (hereinafter referred to as the “Principal/Owner”

which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

AND

{Name and address of the Firm/Company}, (hereinafter referred to as “The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

Whereas, the Principal has floated the Tender {NIT No.....dtd.....} (here in after referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract/s for {Name of the work} (hereinafter referred to as the “Contract”).

And Whereas the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as “Integrity Pact” or “Pact”) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties.

Now, therefore, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article-1: Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a) No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down

Rules/Regulations.

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

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

(a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal.

This applies in particular to prices, specifications, certifications, subsidiary contract, submission or nonsubmission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.

(e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.

(f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

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

(1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.

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

account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s)/Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be

imposed for a maximum of 3 years.

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

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

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

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

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

Article - 4: Compensation for Damages.

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.

(2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/Concessionaire/Consultant’s Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article - 5: Previous Transgressions

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

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

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

(1) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Concessionaires/ Consultants and subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

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

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

Article- 8: Independent External Monitor (IEM)

(1) The Principal has appointed Shri. R.S. Gujral as Independent External Monitor (herein after referred to as “Monitor”) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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

(3) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation.

The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

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

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

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

Article - 9 Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. (In case of BOT Projects) It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded. If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Director General (Road Development) & Special Secretary.

Article - 10 Other Provisions.

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

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

(3) If the Bidder/Contractor/Concessionaire/Consultant is in a partnership or a consortium Joint Venture partner, this pact must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

(6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

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

(For & On behalf of the Principal)

(Office Seal)

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

Place_____

Date_____

Witness 1 : (Name & Address):

Witness 2 : (Name & Address):

{COUNTERSIGNED and accepted by:

JV Partner}

A Firm's Relevant Experience (50)

For standard highways, the following is the break-up:

S. No.	Description	Maximum Points	Sub-Points
1	Specific experience of the DPR consultancy related to the assignment for eligibility	20	
1.1	Aggregate Length of DPR / Feasibility study of 2/4/ 6 lane projects	10	
1.1.1	> 1 but ≤ 2 the indicative Length of the package applied for		6
1.1.2	>2 but ≤ 3 times the indicative length of the package applied for		7
1.1.3	> 3 but ≤ 4 times the indicative length of the package applied for		8
1.1.4	> 4 but ≤ 5 times the indicative length of the package applied for		9
1.1.5	> 5 times the indicative length of the package applied for		10
1.2	DPR for 2/4/6 laning projects each equal to or more than 40 % of indicative length of a package applied for (or Feasibility Study for 2/4/6 laning projects each equal to or more than 60 % of indicative length of a package applied for)	10	
1.2.1	1 project		6
1.2.2	2 projects		7
1.2.3	3 projects		8
1.2.4	4 projects		9
1.2.5	≥ 5 projects		10
2	DPR of Bridge having length more than 200 m	5	
2.1	1 bridge		1
2.2	2 bridges		2
2.3	3 bridges		3

S. No.	Description	Maximum Points	Sub-Points
2.4	4 bridges		4
2.5	≥ 5 bridges		5
3	Specific experience of firms in terms of turnover	5	
3.1	Firm's Average Turnover of last 5 years > 50 crore		5
3.2	Firm Average Turnover of last 5 years 20 - 50 crore		4
3.3	Firm Average Turnover of last 5 years > 5 but < 20 crore		3
4	Highway Professionals * working with the firm	10	
4.1	<10 nos.		0
4.2	10-19 nos.		7
4.3	20-29 nos.		8
4.4	> 30 nos.		9
4.5	Additional one mark will be given if minimum 20% of the above key personnel have M.Tech in any field of civil engineering		1
*The professionals who possess degree in Civil Engineering/Transport Planning/Transport Economics/Traffic Management/Geology/Environment Science or Engineering and 8 years Experience in highway/bridge/tunnel with employment in the firm for more than one year. The current Employment Certificate shall be uploaded by Key Personnel on INFRACON.			
5	Quality of Past Performance (based on self certification)	10	
5.1	Average CoS (net of positive and negative) as percentage of contract price in last 5 DPRs prepared by the firm	2.5	
5.1.1	0		2.5
5.1.2	> 0 but ≤2.5		2
5.1.3	>2.5 but ≤5		1.5
5.1.4	>5 but ≤7.5		1
5.1.5	>7.5 but ≤10		0.5

S. No.	Description	Maximum Points	Sub-Points
5.1.6	>10		0
5.2	Average area variation as percentage of acquired private land as per 1 st 3D notification in last 5 DPRs prepared by the firm	2.5	
5.2.1	0		2.5
5.2.2	> 0 but ≤ 4		2
5.2.3	>4 but ≤ 8		1.5
5.2.4	>8 but ≤ 12		1
5.2.5	>12 but ≤ 16		0.5
5.2.6	>16		0
5.3	Average delay in land acquisition in last 5 DPRs prepared by the firm (delay in 90% site possession wrt contract period)	2.5	
5.3.1	≤ 3 months		2.5
5.3.2	>3 but ≤ 6 months		2
5.3.3	>6 but ≤ 9 months		1.5
5.3.4	>9 but ≤ 12 months		1
5.3.5	>12 months		0
5.4	Average use of new materials/waste materials/new technology used in last 5 DPRs prepared by the firm as percentage of total cost of civil works	2.5	
5.4.1	≤ 2.5		0
5.4.2	>2.5 but ≤ 5		1
5.4.3	>5 but ≤ 7.5		1.5
5.4.4	>7.5 but ≤ 10		2
5.4.5	>10		2.5

For special projects such as special bridges, tunnels and expressways that require specialized capabilities and skill sets, the following is the break-up:

S. No.	Description	Maximum Points	Sub-Points
1	Specific experience of the DPR consultancy related to the assignment for eligibility	15	
1.1	Aggregate Length of DPR / Feasibility study of 2/4/ 6 lane projects	8	
1.1.1	> 1 but ≤ 2 the indicative Length of the package applied for		4
1.1.2	>2 but ≤ 3 times the indicative length of the package applied for		5
1.1.3	> 3 but ≤ 4 times the indicative length of the package applied for		6
1.1.4	> 4 but ≤ 5 times the indicative length of the package applied for		7
1.1.5	> 5 times the indicative length of the package applied for		8
1.2	DPR for 2/4/6 laning projects each equal to or more than 40 % of indicative length of a package applied for (or Feasibility Study for 2/4/6 laning projects each equal to or more than 60 % of indicative length of a package applied for)	7	
1.2.1	1 project		3
1.2.2	2 projects		4
1.2.3	3 projects		5
1.2.4	4 projects		6
1.2.5	≥ 5 projects		7
2	DPR of Bridge having length more than 200 m	5	
2.1	1 bridge		1
2.2	2 bridges		2
2.3	3 bridges		3
2.4	4 bridges		4
2.5	≥ 5 bridges		5
3	Specific experience of firms in terms of turnover	5	

S. No.	Description	Maximum Points	Sub-Points
3.1	Firm's Average Turnover of last 5 years > 50 crore		5
3.2	Firm Average Turnover of last 5 years 20-50 crore		4
3.3	Firm Average Turnover of last 5 years >5 but <20 crore		3
4	Highway Professionals * working with the firm	10	
4.1	<10 nos.		0
4.2	10-19 nos.		7
4.3	20-29 nos.		8
4.4	≥30 nos.		9
4.5	Additional one mark will be given if minimum 20% of the above key personnel have M.Tech in any field of civil engineering		1
4	DPR for special category projects (Special bridges/ tunnels or expressways, whichever applicable). It is to be noted that either 4.1 or 4.2 shall be applicable, and not both.		
4.1	DPR of number of special bridges/ tunnels (if applicable)	5	
4.1.1	1 project		1
4.1.2	2 projects		2
4.1.3	3 projects		3
4.1.4	4 projects		4
4.1.5	≥ 5 projects		5
4.2	Aggregate length of DPR/ Feasibility study for expressways	5	
4.2.1	Upto 50 km		2
4.2.2	50km to 100 km		3
4.2.3	100km to 150 km		4
4.2.4	> 150 Km		5
5	Highway Professionals * working with the firm	10	

S. No.	Description	Maximum Points	Sub-Points
5.1	<10 nos.		0
5.2	10-19 nos.		7
5.3	20-29 nos.		8
5.4	> 30 nos.		9
5.5	Additional one mark will be given if minimum 20% of the above key personnel have M.Tech in any field of civil engineering		1
*The professionals who possess degree in Civil Engineering/Transport Planning/Transport Economics/Traffic Management/Geology/Environment Science or Engineering and 8 years Experience in highway/bridge/tunnel with employment in the firm for more than one year. The current Employment Certificate shall be uploaded by Key Personnel on INFRACON.			
6	Quality of Past Performance (based on self certification)	10	
6.1	Average CoS (net of positive and negative) as percentage of contract price in last 5 DPRs prepared by the firm	2.5	
6.1.1	0		2.5
6.1.2	> 0 but ≤ 2.5		2
6.1.3	>2.5 but ≤ 5		1.5
6.1.4	>5 but ≤ 7.5		1
6.1.5	>7.5 but ≤ 10		0.5
6.1.6	>10		0
6.2	Delay in completion of DPR as percentage of original contract period in last 5 DPRs prepared by the firm	2.5	
6.2.1	0		2.5
6.2.2	> 0 but ≤ 25		2
6.2.3	>25 but ≤ 50		1.5
6.2.4	>50 but ≤ 75		1
6.2.5	>75 but ≤ 100		0.5

S. No.	Description	Maximum Points	Sub-Points
6.2.6	>100		0
6.3	Average delay in land acquisition in last 5 DPRs prepared by the firm (delay in 90% site possession wrt contract period)	2.5	
6.3.1	≤3 months		2.5
6.3.2	>3 but ≤6 months		2
6.3.3	>6 but ≤9 months		1.5
6.3.4	>9 but ≤12 months		1
6.3.5	>12 months		0
6.4	Average use of new materials/waste materials/new technology used in last 5 DPRs prepared by the firm as percentage of total cost of civil works	2.5	
6.4.1	≤2.5		0
6.4.2	>2.5 but ≤5		1
6.4.3	>5 but ≤7.5		1.5
6.4.4	>7.5 but ≤10		2
6.4.5	>10		2.5

Note:

A. In case feasibility study is a part of DPR services the experience shall be counted in DPR only. In case bridge is included as part of DPR of highway the experience will be (1) and (2)

B. Similar project means 2/4/6 lane as applicable for the project for which RFP is invited. For 2-lane projects experience of 4/6 lane also to be considered with a multiplication factor of 1.5. Experience of 4/6 lane shall be considered interchangeably for 4/6 laning projects. For 4/6 laning projects, experience of 2 lane will be considered with a multiplication factor of 0.4, but only for those 2 lane projects whose cost of consultancy services was more than Rs.1.0 crore

Note: (i) Weightage to be given when experience by a Firm as Sole Firm/Lead Partner in a JV/Other Partner in a JV/As Associate

No.	Status of the firm in carrying out DPR/ Feasibility Study	Weightage for experience
1	Sole firm	100 %
2	Lead partner in a JV	75%
3	Other partner in a JV	50 %
4	As Associate	25%

(ii) The experience of a firm in preparation of DPR for a private Concessionaire/contractor shall not be considered.

B Material testing, survey and investigation, equipment and software proposed to be used (10)

S. No.	Description	Maximum Points	Sub-Points
1	Availability of Material Testing Facilities with persons/resources having operational skills of the equipment	1	
1.1	Owned* (Available In House)		1.00
* Shall be ascertained through the ownership evidence uploaded on INFRACON in regard to major equipment required for testing of materials to be used for construction of Highway Project.			
2	Availability of Field Investigation Facilities with persons/resources having	2	

S. No.	Description	Maximum Points	Sub-Points
	operational skills of the equipment		
2.1	Owned** (Available In House)		2.00
** Shall be ascertained through ownership evidence uploaded on INFRACON for construction of Highway Project.			
3	Availability of Office Equipment and Software with persons/resources having operational skills of the equipment	1.5	
3.1	Owned*** (Available In House)		1.50
*** Shall be ascertained through ownership evidence uploaded on INFRACON for key hardware/software required for Highway consultancy assignment.			
4	Experience in LiDAR or better technology for topographic survey (Infrastructure sector)	3.5	
4.1	1 project		1
4.2	2 projects		2
4.3	3 projects		2.5
4.4	4 projects		3
4.5	≥ 5 projects		3.5
5	Experience in using GPR and Induction Locator or better technologies for detection of sub-surface utilities (Infrastructure sector)	1	
5.1	1 project		0.25
5.2	2 projects		0.50
5.3	3 projects		0.75
5.4	≥ 4 projects		1
6	Experience in digitization of cadastral maps for land surveys	1	
6.1	Area upto 100 ha		0.5
6.2	Area between 100-500 ha		0.75
6.3	Area > 500 ha		1

Note: The experience of firm in Lidar or equivalent technology, GPR and Induction Locator or equivalent technologies and Experience in digitization of cadastral maps for land acquisition shall be supported by experience certificate. The experience of a firm in Lidar or equivalent technology, GPR and Induction Locator or equivalent technologies and Experience in digitization of cadastral maps for land acquisition for a private concessionaire/contractor shall not be considered.

2.4. Qualification and Competency of Key Personnel for adequacy of the assignment.

(Para 12.2 of Data Sheet and Enclosure II of TOR)

2.4.1 TEAM LEADER cum HIGHWAY ENGINEER

S.No.	Description		Max. Points
I	General Qualification		25
i)	Degree in Civil Engineering or equivalent [AICTE Approved]		20
ii)	Post Graduation in Civil Engg./ Construction Management/ Transportation [AICTE Approved]		5
II	Relevant Experience & Adequacy for the Project		70
a)	Total Professional Experience		15
	<12 years	0	
	≥12 but <14 years	11	
	≥14 but <16 years	12	
	≥16 but < 18 years	13	
	≥18 but <20 years	14	
	≥ 20 years	15	
(b)	Experience in Highway Projects- Experience in Planning, project preparation and design of Highway Projects (2/4/6 laning of NH / SH / Expressways)		25
	<8 years	0	

	≥8 but <10 years	17	
	≥10 but <12 years	19	
	≥12 but < 14 years	21	
	≥14 but <16 years	23	
	≥ 16 years	25	
c)	Experience in Similar Capacity		30
(i)	In Feasibility of 2/4/6 laning works or DPR/IC/Construction Supervision of major highway projects i.e. 2/4/6 laning of NH/SH/Expressways in Similar Capacity (Minimum Aggregate length of 80 km)		20
	< 80km	0	
	≥80 km but <100km	15	
	≥100km but <150km	17	
	≥ 150km but <200 km	18	
	≥200 km but < 250 km	19	
	≥250 km	20	
(ii)	In Feasibility of 2/4/6 laning works or DPR/IC/Construction Supervision of major highway projects i.e. 2/4/6 laning of NH/SH/Expressways in Similar Capacity- Number of Projects		10
	< 2 projects	0	
	2 projects	6	
	3 projects	7	
	4 projects	8	
	5 projects	9	
	➤ 5 projects	10	

III	Employment with Firm		5
	> 1 Year	0	
	1 year	3	
S. No.	Description		Max. Points
	Add 0.5 marks for each subsequent year subject to maximum of 2 marks		
	Total		100

2.4.2 Highway Engineer

S. No.	Description		Max. Points
I	General Qualification		25
i)	Degree in Civil Engineering or equivalent [AICTE Approved]		20
ii)	Post graduation in Civil Engg [AICTE Approved]		5
II	Relevant Experience & Adequacy for the Project		70
a)	Total Professional Experience		15
	<8years	0	
	≥8 but <10 years	11	
	≥10 but <12 years	12	
	≥12 but < 14 years	13	
	≥16 but <16 years	14	
	≥ 16 years	15	

(b)	Experience in Highway Projects - Experience in Design/ Pavement Design of Highway Projects (2/4/6 laning of NH/SH/Expressways)	25
	<6 years	0
	≥6 but <8 years	17
	≥8 but <10 years	19
	≥10 but < 12 years	21
	≥12 but <14 years	23
	≥ 14 years	25
c)	Experience in Similar Capacity	30
	In Design/ Pavement Design of Highway Projects (2/4/6 laning of NH/SH/Expressways) in Similar Capacity	30
	<2 projects	0
	2 projects	18
	3 projects	21
	4 projects	24
	5 projects	27
	>5 projects	30
III	Employment with Firm	5
	Less than 1 Year	0
	1 year	3
	Add 0.5 marks for each subsequent year subject to maximum of 2 marks	
	Total	100

2.4.3 Bridge Engineer

S. No.	Description		Max. Points
I	General Qualification		25
i)	Degree in Civil Engineering or equivalent[AICTE Approved]		20
ii)	Post Graduation in Structural Engineering/ Foundation Engineering/Hydraulics[AICTE Approved]		5
II	Relevant Experience & Adequacy for the Project		70
a)	Total Professional Experience		15
	<8 years	0	
	≥8 but <10 years	11	
	≥10 but <12 years	12	
	≥12 but < 14 years	13	
	≥14 but <16 years	14	
	≥ 16 years	15	
b)	Experience in Bridge Projects		25
(i)	Experience in project preparation and design of bridge projects		20
	< 6 years	0	
	≥6 but <8 years	17	
	≥8 but <10 years	19	
	≥10 but < 12 years	21	
	≥12 but <14 years	23	

	≥ 14 years	25	
(ii)	Experience of 2/4 lane configuration bridges		5
	<2 Projects	0	
	2 projects	3	
	3 projects	3.5	
	4 projects	4	
	5 projects	4.5	
	➤ 5 projects	5	
c)	Experience as Senior Bridge Engineer or Similar Capacity in Highway Design Consultancy Projects (2/4/6 laning of NH/SH/Expressways) involving design of Major Bridges (minimum 2 nos. of length more than 200m)		30
	<2 numbers	0	
	3 numbers	18	
	4 numbers	21	
	5 numbers	24	
	6 numbers	27	
	> 6 numbers	30	
III	Employment with Firm		5
	Less than 1 Year	0	
	1 year	3	
	Add 0.5 marks for each subsequent year subject to maximum of 2 marks		
	Total		100

2.4.4 Traffic/Road Signage/Marking & safety Expert

S. No.	Description		Max. Points
I	General Qualification		25
i)	Degree in Civil Engineering[AICTE Approved]		20
ii)	Post graduation in Traffic Engineering /Transportation Engineering / Transportation Planning[AICTE Approved]		5
II	Relevant Experience & Adequacy for the Project		70
a)	Total Professional Experience		15
	<6 years	0	
	≥6 but <8 years	11	
	≥8 but <10 years	12	
	≥10 but < 12 years	13	
	≥12 but <14 years	14	
	≥ 14 years	15	
b)	Experience in Highway Projects - Experience on Similar Projects (2/4/6 laning of NH/SH/ Expressways)		20
	<5 years	0	
	≥5 but <7 years	13	
	≥7 but <9 years	15	
	≥9 but < 11 years	17	
	≥11 but <13 years	19	

	≥ 13 years	20	
c)	Experience as Traffic and Safety Expert / Traffic Engineer or in Similar Capacity in Highway Projects (2/4/6 laning of NH/SH/Expressways) (Minimum aggregate length 80 km)	25	
	<80km	0	
	≥80 km but <100km	17	
	≥100km but <150km	19	
	≥ 150km but <200 km	21	
	≥200 km but < 250 km	23	
	≥250km	25	
d)	15 days' certification course on Road Safety Audit from IAHE/IITs/NITs/CRR	10	
	No	0	
	Yes	10	
III	Employment with Firm		5
	Less than 1 Year	0	
	1 year	3	
	Add 0.5 marks for each subsequent year subject to maximum of 2 marks		
	Total		100

2.4.5 MATERIAL ENGINEER cum GEOTECHNICAL ENGINEER

S. No.	Description		Max. Points
I	General Qualification		25

i)	Degree in Civil Engineering /M. Sc. in Geology[AICTE Approved]	20
ii)	Post graduation in Foundation Engineering / Soil Mechanics / Geo Tech Engineering or Phd in Geology[AICTE Approved]	5
II	Relevant Experience & Adequacy for the Project	70
a)	Total Professional Experience	15
	<8 years	0
	8-10 years	11
	>10-13 years	13
	>13 years	15
b)	Experience in Highway Projects - In Similar Projects (2/4/6 laning of NH/SH/Expressways) in design and or Construction/ Construction Supervision	25
	<6 years	0
	6-9 years	19
	>9 -11 years	22
	>11 years	25
c)	Experience as Material cum Geo-technical Engineer or in Similar capacity on Highway Projects (2/4/6 laning of NH/SH/Expressways) (Minimum aggregate length 80 km)	30
	<80km	0
	80km-150km	24
	>150km - 250km	27
	>250km	30
III	Employment with Firm	5

	Less than 1 Year	0	
	1 year	3	
	Add 0.5 marks for each subsequent year subject to maximum of 2 marks		
	Total		100

2.4.6 Survey Engineer

S. No.	Description		Max. Points
I	General Qualification		25
i)	Degree or equivalent in Civil Engineering / Diploma in Civil Engineering / Diploma in Surveying[AICTE Approved]		20
ii)	Post Graduation in Remote Sensing/Photogrammetry or equivalent [AICTE Approved]		5
II	Relevant Experience & Adequacy for the Project		70
a)	Total Professional Experience		15
	<8 years	0	
	8-10 years	11	
	>10-13 years	13	
	>13 years	15	
b)	Experience in Highway Projects		25
i)	Experience in Similar Projects (2/4/6 laning of NH / SH / Expressways) in project preparation/ Construction / Construction Supervision		20
	<6 years	0	
	6 -8 years	15	
	>8-10 years	17	
	>10 years	20	
ii)	Knowledge and understanding of modern Computer based method of Surveying		5
	Yes	5	

	No	0	
c)	Experience as Survey Engineer or in Similar Capacity for project preparation of highway project (2/4/6 laning of NH/SH/Expressways) (Minimum Aggregate Length of to 80km)	30	
	<80km	0	
	80km-150km	24	
	>150km-250km	27	
	>250km	30	
III	Employment with Firm		5
	Less than 1 Year	0	
	1 year	3	
	Add 0.5 marks for each subsequent year subject to maximum of 2 marks		
	Total		100

2.4.7 Environmental Specialist

S. No.	Description		Max. Points
I	General Qualification		25
i)	Degree in Civil Engineering / Environmental Engineering or Post Graduate in Environmental Sciences[AICTE Approved]		20
ii)	Post-Graduation in Environmental Engineering [AICTE Approved]		5
II	Relevant Experience & Adequacy for the Project		70
a)	Total Professional Experience		15

	<6 years	0	
	6-8 years	11	
	>8-10 years	13	
	>10 years	15	
b)	Experience in Highway Projects- Experience in Environment impact assessment of Highway Projects (2/4/6 laning of NH/SH/Expressways)		25
	<5 years	0	
	5 -7 years	19	
	>7-10 years	22	
	>10 years	25	
c)	Experience as Environmental Specialist or in Similar Capacity in Highway Projects(2/4/6 laning of NH/SH/Expressways)		30
	<2 projects	0	
	2- 4 projects	24	
	5-7 projects	27	
	>7 projects	30	
III	Employment with Firm		5
	Less than 1 Year	0	
	1 year	3	
	Add 0.5 marks for each subsequent year subject to maximum of 2 marks		
	Total		100

2.4.8 Quantity Surveyor

S. No.	Description		Max. Points
I	General Qualification		25
i)	Graduation or equivalent in Civil Engineering / Certificate course from 'Institution of Quantity Surveying'[AICTE Approved]		20
ii)	Graduation Approved] or equivalent in Civil Engineering [AICTE		5
II	Relevant Experience & Adequacy for the Project		70
a)	Total Professional Experience		15
	<8 years	0	
	8-10 years	11	
	>10-13 years	13	
	>13 years	15	
b)	Experience in Highway Projects- Experience in preparation of Bill of Quantities, Contract documents and documentation for major highway projects (2/4/6 laning of NH/SH/Expressways)		25
	<6 years	0	
	6 -8 years	19	
	>8-10 years	22	
	>10 years	25	
c)	Experience as Quantity Surveyor / Documentation Expert or in Similar Capacity in Highway Projects (2/4/6 laning of NH/SH/Expressways) (Minimum Aggregate length of 80km)		30
	<80km	0	
	80km-150km	24	

	>150km - 250km	27	
	>250km	30	
III	Employment with Firm		5
	Less than 1 Year	0	
	1 year	3	
	Add 0.5 marks for each subsequent year subject to maximum of 2 marks		
	Total		100

2.4.9 Land Acquisition Expert

S. No.	Description		Max. Points
I	General Qualification		25
i)	Graduation or equivalent		20
ii)	Post Graduation		5
II	Relevant Experience & Adequacy for the Project		70
a)	Total Professional Experience		15
	<15 years	0	
	15-17 years	11	
	>17-20 years	13	
	>20 years	15	
b)	Experience in Land Acquisition works of Government/Authority		20
	<10 years	0	
	10 -12 years	15	
	>12-15 years	17	
	>15 years	20	
c)	Experience in Land Acquisition works in Highway/road sector		25
	Nil project	0	
	1 project	19	
	2 projects	22	

	3 projects	25	
d)	Retired Revenue officer at the level of ADM/SDM / Tehsildar		10
III	Employment with Firm		5
	Less than 1 Year	0	
	1 year	3	
	Add 0.5 marks for each subsequent year subject to maximum of 2 marks		
	Total		100

2.4.10 Utility Expert

S. No.	Description		Max. Points
I	General Qualification		25
i)	Graduation or equivalent		20
ii)	Post Graduation		5
II	Relevant Experience & Adequacy for the Project		70
a)	Total Professional Experience		15
	<10 years	0	
	10-12 years	11	
	>12-15 years	13	
	>15 years	15	

b)	Experience in Utility estimation and its laying/erection	30
	<8 years	0
	8 -10 years	24
	>10-12 years	27
	>12 years	30
c)	Experience in Utility shifting estimation and its laying/erection along Highway/ roads	25
	Nil project	0
	1 project	19
	2 projects	22
	3 projects	25
III	Employment with Firm	5
	Less than 1 Year	0
	1 year	3
	Add 0.5 marks for each subsequent year subject to maximum of 2 marks	
	Total	100

2.4.11 Team Leader cum Bridge Engineer

S. No.	Description	Max. Points
I	General Qualification	25

i)	Degree in Civil Engineering or equivalent [AICTE Approved]	20
ii)	Post Graduation in Structural Engineering, Degree/Diploma/Certificate in Construction Management	5
II	Relevant Experience & Adequacy for the Project	70
a)	Total Professional Experience	15
	<12 years	0
	≥12 but <14 years	11
	≥14 but <16 years	12
	≥16 but < 18 years	13
	≥18 but <20 years	14
	≥ 20 years	15
(b)	Experience in Bridge Project - Experience in major Bridge Construction / Development Project	25
	< 8 years	0
	≥8 but <10 years	17
	≥10 but <12 years	19
	≥12 but < 14 years	21
	≥14 but <16 years	23
	≥ 16 years	25
c)	Experience in Similar Capacity	30

(i)	As Team Leader/Project Manager or similar capacity of at least Two projects in Construction Supervision / IC involving 4 laning/6-laning/ Expressway of minimum 50km length and atleast two major bridge of a length 500 mtr. (Excluding approaches).	20
	< 80km	0
	≥80 km but <100km	15
	≥100km but <150km	17
	≥ 150km but <200 km	18
	≥200 km but < 250 km	19
	≥250 km	20
(ii)	In Feasibility of 2/4/6 laning works or DPR/IC/Construction Supervision of major highway projects i.e. 2/4/6 laning of NH/SH/Expressways in Similar Capacity- Number of Projects	10
	< 2 projects	0
	2 projects	6
	3 projects	7
	4 projects	8
	5 projects	9
	5 projects	10
III	Employment with Firm	5
	> 1 Year	0
	1 year	3
	Add 0.5 marks for each subsequent year subject to maximum of 2 marks	

	Total		100
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2.4.12. Bridge/Structural Engineer

S. No.	Description		Max. Points
I	General Qualification		25
i)	Degree in Civil Engineering or equivalent[AICTE Approved]		20
ii)	Post Graduation in Structural Engineering/ Bridge Engineering[AICTE Approved]		5
II	Relevant Experience & Adequacy for the Project		70
a)	Total Professional Experience		15
	<8 years	0	
	≥8 but <10 years	11	
	≥10 but <12 years	12	
	≥12 but < 14 years	13	
	≥14 but <16 years	14	
	≥ 16 years	15	
b)	Experience in Bridge Projects		25
(i)	Experience in project preparation and design of bridge projects		25
	<5 years	0	
	≥5 but <7 years	17	
	≥7 but <9 years	19	

	≥9 but < 11 years	21	
	≥11 but <13 years	23	
	≥ 13 years	25	
c)	Experience as Senior Bridge Engineer or Similar Capacity in Highway Design Consultancy Projects (2/4/6 laning of NH/SH/Expressways involving design of Major Bridges (minimum 2 nos. of length more than 200m)	30	
	<2 numbers	0	
	2 projects	18	
	3 projects	21	
	4 projects	24	
	5 projects	27	
	5 projects	30	
III	Employment with Firm		5
	Less than 1 Year	0	
	1 year	3	
	Add 0.5 marks for each subsequent year subject to maximum of 2 marks		
	Total		100

2.4.13. Team Leader cum Tunnel Expert

S.No.	Description	Max. Points
I	General Qualification	25
i)	Degree in Civil Engineering/Tunnel Engineering / Mining Engineering	20
ii)	Post Graduation in Civil Engineering /Tunnel Engineering/Mining Engineering	5
II	Relevant Experience & Adequacy for the Project	65
a)	Total Professional Experience	10
	<10 years	0
	≥10 but <12 years	6
	≥12 but <14 years	7
	≥14 but < 16 years	8
	≥16 but <18 years	9
	≥ 18 years	10
(b)	Experience in Tunnel Projects	40
	(i) Professional experience in handling major tunnel projects(Road/Rail/Metro)	8
	<8 years	0
	≥8 but <9 years	4
	≥9 but <10 years	5
	≥10 but < 11 years	6
	≥11 but <12 years	7
	≥ 12 years	8
	(ii) Experience in major tunnel construction/construction supervision projects (Road/Rail/Metro)	8

	<8 years	0	
	≥8 but <9 years	4	
	≥9 but <10 years	5	
	≥10 but < 11 years	6	
	≥11 but <12 years	7	
	≥ 12 years	8	
	(iii)Experience in preparation of DPR or Feasibility report of major tunnel projects (Road/Rail/Metro)		8
	<8 years	0	
	≥8 but <9 years	4	
	≥9 but <10 years	5	
	≥10 but < 11 years	6	
	≥11 but <12 years	7	
	≥ 12 years	8	
	(iv) Experience in DPR preparation of minimum 5 km Tunnel length		8
	< 3 projects	0	
	3 projects	5	
	4 projects	6	
	5 projects	7	
	>5 projects	8	
(d)	Experience in construction/construction supervision/ preparation of DPR/feasibility report of major tunnel projects (Road/Rail/metro) using NATM		8
	<8 years	0	

	≥8 but <9 years	4	
	≥9 but <10 years	5	
	≥10 but < 11 years	6	
	≥11 but <12 years	7	
	≥ 12 years	8	
c)	Experience in Similar Capacity		15
	(i) Experience as Team Leader or similar capacity in major tunnel		7

S. No.	Description	Max. Points
	construction/construction supervision projects (Road/Rail/Metro)	
	2 projects	5
	3 projects	5
	4 projects	6
	>4 projects	7
	(ii) Experience as Team Leader or similar capacity in preparation of DPR or Feasibility report of major tunnel projects (Road/Rail/Metro)	8
	2 projects	4
	3 projects	5
	4 projects	6
	5 projects	7
	>5 projects	8
III	Employment with Firm	10

	Less than 1 Year	0	
	1-2 years	7.5	
	Add 0.5 marks for each subsequent year subject to maximum of 2.5 marks		
	Total		100

2.4.14 Tunnel Design Expert

Sr. No.	Description	Max. Points
I	General Qualification	25
i)	Degree in Civil/ Mining Engineering	20
ii)	Post Graduation in Design/Structural Engineering or equivalent	5
II	Relevant Experience & Adequacy for the Project	65
a)	Total Professional Experience	10
	<10 years	0
	≥10 but <12 years	6
	≥12 but <14 years	7
	≥14 but < 16 years	8
	≥16 but <18 years	9
	≥ 18 years	10
b)	Experience in Tunnel Projects	24
	(i) Professional Experience in handling major tunnel projects (Road/Rail/Metro)	8
	<8 years	0
	≥8 but <9 years	4
	≥9 but <10 years	5
	≥10 but < 11 years	6
	≥11 but <12 years	7
	≥ 12 years	8

	(ii) Experience of major tunnel construction/construction supervision projects (Road/Rail/Metro)	8
	<8 years	0
	≥8 but <9 years	4
	≥9 but <10 years	5
	≥10 but < 11 years	6
	≥11 but <12 years	7
	≥ 12 years	8
	(iii) Experience in preparation of DPR or Feasibility report of major tunnel projects (Road/Rail/Metro)	8
	<8 years	0
	≥8 but <9 years	4
	≥9 but <10 years	5
	≥10 but < 11 years	6
	≥11 but <12 years	7
	≥ 12 years	8
c)	Experience in Similar Capacity	31
	(i) Professional Experience as Tunnel Design Engineer (Structural)	8
	<5 years	0
	≥5 but <6 years	4
	≥6 but <7 years	5
	≥7 but < 8 years	6
	≥8 but <9 years	7

	≥ 9 years	8	
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Sr. No.	Description	Max. Points
	(ii) Experience as Tunnel Design Engineer (Structural) of major tunnel construction/construction supervision projects (Road/Rail/Metro)	8
	<5 years	0
	≥5 but <7 years	4
	≥7 but <9 years	5
	≥9 but < 11 years	6
	≥11 but <13 years	7
	≥ 13 years	8
	(iii) Experience as Tunnel Design Engineer (Structural) of major tunnel for preparation of DPR projects (Road/Rail/Metro)	8
	<5 years	0
	≥5 but <7 years	4
	≥7 but <9 years	5
	≥9 but < 11 years	6
	≥11 but <13 years	7
	≥ 13 years	8
	(iv) Experience as Tunnel Design Engineer (Structural) in preparation of DPR/ Feasibility report of major tunnel projects (Road/Rail/Metro) using NATM	7
	< 3 projects	0
	3 projects	4
	4 projects	5

	5 projects	6	
	>5 projects	7	
III	Employment with Firm		10
	Less than 1 Year	0	
	1-2 years	7.5	
	Add 0.5 marks for each subsequent year subject to maximum of 2.5 marks		
	Total		100

2.4.15 Geotechnical Engineer

S.No.	Description	Max. Points
I	General Qualification	25
i)	Degree in Civil Engineering/Mining Engineering / Engineering Geology	20
ii)	Post Graduation in Geotechnical Engineering /Foundation Engineering/Rock Mechanics/Geo science or equivalent	5
II	Relevant Experience & Adequacy for the Project	65
a)	Total Professional Experience	10
	<10 years	0
	≥10 but <12 years	6
	≥12 but <14 years	7
	≥14 but < 16 years	8
	≥16 but <18 years	9
	≥ 18 years	10
(b)	Experience in Tunnel Projects	24

	(i) Professional experience in handling major tunnel projects (Road/Rail/Metro)	8	
	<8 years	0	
	≥8 but <10 years	4	
	≥10 but <12 years	5	
	≥12 but < 14 years	6	
	≥14 but <16 years	7	
	≥ 16 years	8	
	(ii) Experience in major tunnel construction/construction supervision projects (Road/Rail/Metro)	8	
	<8 years	0	
	≥8 but <10 years	4	
	≥10 but <12 years	5	
	≥12 but < 14 years	6	
	≥14 but <16 years	7	
	≥ 16 years	8	
	(iii) Experience in preparation of DPR or Feasibility report of major tunnel projects (Road/Rail/Metro)	8	
	<8 years	0	
	≥8 but <10 years	4	
	≥10 but <12 years	5	
	≥12 but < 14 years	6	
	≥14 but <16 years	7	
	≥ 16 years	8	

c)	Experience in Similar Capacity		31
	(i) Professional Experience as Tunnel Design Engineer (Structural)		8
	<5 years	0	
	≥5 but <7 years	4	
	≥7 but <9 years	5	
	≥9 but < 11 years	6	
	≥11 but <13 years	7	
	≥ 13 years	8	
S. No.	Description		Max. Points
	(ii) Experience as Senior Geotechnical Engineer or similar capacity in major tunnel construction/construction supervision projects (Road/Rail/Metro)		8
	<5 years	0	
	≥5 but <7 years	4	
	≥7 but <9 years	5	
	≥9 but < 11 years	6	
	≥11 but <13 years	7	
	≥ 13 years	8	
	(iii) Experience as Senior Geotechnical Engineer or similar capacity in preparation of DPR or Feasibility report of major tunnel projects (Road/Rail/Metro)		8
	<5 years	0	
	≥5 but <7 years	4	

	≥7 but <9 years	5	
	≥9 but < 11 years	6	
	≥11 but <13 years	7	
	≥ 13 years	8	
	(iv) Experience in construction/construction supervision/ preparation of DPR/feasibility report of major tunnel projects (Road/Rail/metro) using NATM	7	
	<5 years	0	
	≥5 but <7 years	4	
	≥7 but <9 years	5	
	≥9 but < 11 years	6	
	≥11 but <13 years	7	
	≥ 13 years	8	
III	Employment with Firm		10
	Less than 1 Year	0	
	1-2 years	7.5	
	Add 0.5 marks for each subsequent year subject to maximum of 2.5 marks		
	Total		100

2.4.16 Geophysicist

Sr. No.	Description		Max. Points
I	General Qualification		25
i)	Graduate in Geophysics/Geo science/ Earth science or equivalent		20
ii)	Post Graduation in Geophysics/Geo science/ Earth Science or equivalent		5
II	Relevant Experience & Adequacy for the Project		65
a)	Total Professional Experience		15
	<10 years	0	
	≥10 but <12 years	8	
	≥12 but <14 years	9	
	≥14 but < 16 years	11	
	≥16 but <18 years	13	
	≥ 18 years	15	
b)	Experience in Relevant works		50
	(i) Professional Experience in handling tunnel/ mineral and oil exploration projects		12
	<8 years	0	
	≥8 but <10 years	7	
	≥10 but <12 years	9	
	≥12 but < 14 years	10	
	≥14 but <16 years	11	
	≥ 16 years	12	

	(ii) Experience of carrying out AEM survey for tunneling/ mineral and oil exploration or any other similar work for area of more than 2.7 sq km	12
	< 2 projects	0
	2 projects	8
	3 projects	9
	4 projects	10
	5 projects	11
	>5 projects	12
	(iii) Processing, Interpreting, generating 3D resistivity model of AEM survey's raw data for tunneling/ mineral and oil exploration or any other similar work for area of more than 2.7 sq km	12
	< 2 projects	0
	2 projects	8
	3 projects	9
	4 projects	10
	5 projects	11
	>5 projects	12
	(iv) Experience in carrying out AEM survey, processing, interpreting, generating 3D resistivity of AEM survey's raw data for major tunnel work (Rail/Road/Metro)	14
	< 3 projects	0
	3 projects	8
	4 projects	9
	5 projects	10

	6 projects	12	
	>6 projects	14	
Sr. No.	Description		Max. Points
II	Employment with Firm		10
	Less than 1 Year	0	
	1-2 years	7.5	
	Add 0.5 marks for each subsequent year subject to maximum of 2.5 marks		
	Total		100

Assumptions to be made regarding Similar Capacity for various positions.

Note

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Different formulation

Comments on “amendments to RFP for DPR consultancy (QCBS)” documents -

Sl. No. of RFP Documents	RFP Clause Reference	Existing Provision of RFP	Proposed amendments to RFP for DPR consultancy (QCBS)
8.	Clause 5.3.3 of LOI	For a package, the procedure as mentioned at Clauses 5.3.4, 5.4 and, 5.5 as mentioned below shall be followed for determining the "most preferred bidder (H- 1 bidder)" for this package.	<p>5.3.3.1 Financial Proposal (excluding GST) of a Consultant quoting beyond $\pm 10\%$ above / below of normative cost*of DPR Consultancy Services (i.e. either more than Rs. [#] crore, or less than Rs. [@] crore for the instant project) will not be considered for further evaluation for award of consultancy services provided the Consultancy firm has scored highest marks in Technical Proposal evaluation.</p> <p>5.3.3.2 Only reasonable Financial Proposals shall be considered for determining the "most preferred bidder (H- 1 bidder)" using the procedure as given at Clauses 5.3.4, 5.4 and 5.5 as mentioned below.</p> <p>5.3.3.3 While determining reasonable Financial Proposals for a particular package in accordance with Clause 5.3.3.1, if the Financial Proposal of only one Consultant comes out as a reasonable Financial Proposal and all other Financial Proposals do not turn out to be reasonable Financial Proposals, the Consultant quoting the reasonable Financial Proposal shall be declared as the most preferred bidder (H-1) for that particular package.</p>

* - The normative cost for Consultancy Services per km may be worked out in the Ministry for different terrain conditions / lane configurations / ranges of representative project length based on the detailed analysis rather than calculating it on the basis of average L1 bids prices received over the years so as to have a realistic assessment of estimated cost.

- $1.1 \times \text{normative cost (Rs. Cr. / km)} \times \text{length (km)}$ for the specific project.

@ - $0.9 \times \text{normative cost (Rs. Cr. / km)} \times \text{length (km)}$ for the specific project.

Comments on Annexure - II & Annexure-III -

It would be desirable to get all back up details and supporting documents as part of the RFP from bidders, especially for “Quality of Past Performance” instead of allowing marking on the basis of self-certification by the bidders (Reference- Sl. No. 5 & 6 under Part-A of Annexure-II; Sl. No. 5 & 6 under Part-A of Annexure-III).