

**RAJASTHAN STATE ROAD DEVELOPMENT &
CONSTRUCTION CORPORATION LIMITED,
JAIPUR**

REQUEST FOR PROPOSAL

FOR APPOINTMENT OF
TECHNICAL CONSULTANT

FOR

A FEASIBILITY REPORT

FOR DEVELOPMENT OF SUKET TO
BHAWANI MANDI VIA RAMGANJ MANDI
ROAD PROJECT

DISCLAIMER

The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

GLOSSARY

Additional Costs	As in Item H of Form-2 of Appendix-II
Agreement	As defined in Form of Agreement
Applicant	As defined in Clause 2.1.1
Associate	As defined in Clause 2.3.3 (i)
Authorised Representative	As defined in Clause 2.13.3 (iii)
Authority	As defined in Clause 1.1.1
Bid Security	As defined in Clause 2.20.1
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
Consultancy	As defined in Clause 1.2
Consultancy Team	As defined in Clause 8 of Schedule-1
Consultant	As defined in Clause 1.2
CV	Curriculum Vitae
DBFOT	Design, Build, Finance, Operate and Transfer
Documents	As defined in Clause 2.12
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Assignments	As defined in Clause 3.1.4
Expatriate Personnel	As defined in Clause 1.1.1(i) of Schedule-2
Form of Agreement	Form of Agreement as in Schedule -2
Feasibility Report or FR	As specified in Clause 4(G) of Schedule-1
Financial Proposal	As defined in Clause 2.15.1
INR, Re, Rs.	Indian Rupee(s)
Inception Report	As specified in Clause 4(A) of Schedule-1
Key Date or KD	As defined in Clause 6.2 of Schedule-1
Key Personnel	As defined in Clause 2.1.4
Lead Member	As defined in Clause 2.1.1
LOA	Letter of Award
MCA	As defined in Clause 1.1.3
Member	As defined in Clause 2.3.3 (i)
Official Website	As defined in Clause 1.11.2
Personnel	As defined in Clause 1.1.1(m) of Schedule-2
Project	As defined in Clause 1.1.1

Project Manager	As defined in Clause 4.6 of Schedule-2
Professional Personnel	As defined in Clause 2.14.6
Prohibited Practices	As defined in Clause 4.1
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clause 1.8
Resident Personnel	As defined in Clause 1.1.1(o) of Schedule-2
RFP	As defined in Disclaimer
Services	As defined in Clause 1.1.1(p) of Schedule -2
Selection Process	As defined in Clause 1.6
Selected Applicant	As defined in Clause 2.24.1
Sole Firm	As defined in Clause 2.1.1
Statement of Expenses	As defined in Note 13, Form-2 of Appendix- II
Statutory Auditor	An Auditor appointed under Applicable Laws
Sub - Consultant	As defined in Clause 1.1.1(r) of Schedule-2
Support Personnel	As defined in Clause 2.14.6
Team Leader	As defined in Clause 2.1.4
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in Clause 1.1.3
US\$	United States Dollar

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein.

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1. INTRODUCTION

1.1 Background

- 1.1.1 The Rajasthan State Road Development & Construction Corporation Limited acting for and on behalf of the Government of Rajasthan (the “**Authority**”) is engaged in the development of state highways and other state roads and as part of this endeavour, the Authority has decided to undertake Two-laning of the section from Suket to Bhawani Mandi via Ramganj Mandi Road (the “**Project**”) through public- private partnership on Design, Build, Finance, Operate and Transfer (the “**DBFOT**”) basis. The indicative cost of the Project is Rs. 63.00 cr. (Rupees Sixty Three crore) .
- 1.1.2 With a view to inviting bids for the Project, the Authority has decided to conduct a feasibility study for determining the technical feasibility and financial viability of the Project. If found technically feasible and financially viable, the Project may be awarded on DBFOT basis to a private entity (the “**Concessionaire**”) through a competitive bidding process. The Project would be implemented in accordance with the terms and conditions stated in the concession agreement to be entered into between the Authority and the Concessionaire (the “**Concession Agreement**”).
- 1.1.3 In pursuance of the above, the Authority has decided to carry out the process for selection of a Technical Consultant, a Financial Consultant and a Legal Adviser for preparing the Feasibility Report and bid documents. The Financial Consultant will develop the revenue model and assist the Authority in the bidding process. The Legal Adviser will review the draft concession agreement based on the Model Concession Agreement for Two laning of highways through Public Private Partnership (the “**MCA**”) read with the Manual of Standards and Specifications. The Technical Consultant shall prepare the Feasibility Report in accordance with the Terms of Reference specified at Schedule-1 (the “**TOR**”).

1.2 Request for Proposal

The Authority invites Proposals (the “**Proposals**”) for selection of a Technical Consultant (the “**Consultant**”) who shall prepare a Feasibility Report for development of the Project. The Feasibility Report shall include traffic and engineering surveys, alignment review, land plans and preliminary design of

geometrics, pavement, structures, safety devices, toll plazas, project facilities in conformity with the TOR (collectively the “**Consultancy**”).

The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.4 Sale of RFP Document

RFP document can be obtained between 1100 hrs and 1600 hrs on all working days on payment of a fee of Rs. 1,000 (Rupees one thousand only) in the form of a demand draft or cheque drawn on any Scheduled Bank in India in favour of Rajasthan State Road Development & Construction Corporation Limited, Jaipur and payable at Jaipur. The document can also be downloaded from the Official Website of the Authority. In case of a downloaded form, the Applicant need not deposit the aforesaid fee.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the “**PDD**”).

1.6 Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the “**Selection Process**”) in evaluating the Proposals comprising of technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected for negotiation (the “**Selected Applicant**”) while the second ranked Applicant will be kept in reserve.

1.7 Currency conversion rate and payment

1.7.1 For the purposes of technical evaluation of Applicants, Rs. 40 per US \$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert Rupees into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

Event Description	Estimated Date
1. Last date for receiving queries/clarifications	25.03.2009
2. Pre-Proposal Conference	31.03.2009
3. Authority response to queries	06.04.2009
4. Proposal Due Date or PDD	20.04.2009
5. Opening of Proposals	On Proposal Due Date
6. Letter of Award (LOA)	Within 15 days of PDD
7. Signing of Agreement	Within 10 days of LOA
8. Validity of Applications	90 days of Proposal Due Date

1.9 Pre-Proposal visit to the Site and inspection of data

Prospective applicants may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

Sh. Anil Kumar Gupta General Manager

Rajasthan State Road Development & Construction Corporation Limited, Setu Bhawan, opp. Jhalana Doongri
Jaipur-Agra Bypass
Jaipur – 302004

Phone: 0141-2709884 Mobile: 98280-22142 Email: gm@rsrdc.com

However, for the convenience of the Applicants, a pre-Proposal visit to the Site has been arranged on 30.03.2009, at 1000 hrs. The Applicants who desire to avail themselves of this facility may visit at office of Rajasthan State Road Development & Construction Corporation Limited, Jaipur on the date and time mentioned above.

1.10 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

Date: 31.03.09

Time: 1100 hrs

Venue: R.S.R.D.C. Head Office, Setu Bhawan, opp. Jhalana Doongri, Jaipur-Agra Bypass, Jaipur - 302004.

1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed to:

SH. ANIL KUMAR GUPTA General Manager

Rajasthan State Road Development & Construction Corporation Limited,
Setu Bhawan, opp. Jhalana Doongri

Jaipur-Agra Bypass

Jaipur – 302004

Phone: 0141-2709884 Fax: 0141-2711178

Email: gm@rsrdc.com

1.11.2 The **Official Website** of the Authority is:

<http://pwd.rajasthan.gov.in> / www.rsrdc.com

1.11.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP FOR DEVELOPMENT OF SUKET TO BHAWANI MANDI VIA RAMGANJ MANDI ROAD PROJECT

FEASIBILITY REPORT

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “**Sole Firm**”) or as lead member of a consortium of firms (the “**Lead Member**”) in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

2.1.4 Key Personnel

The Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below:

Key Personnel

Responsibilities

Senior Highway Engineer cum - Team Leader (the “Team Leader”)

He will lead, co-ordinate and supervise the multidisciplinary team for preparation of the Feasibility Report. He shall spend at least 30

(thirty) days at the Project site.

Bridge Engineer

He will be responsible for suggesting options for retention of existing bridges or their replacement and provision of bridges and other structures. He shall spend at least 20 (twenty) days at the Project site.

Traffic – cum – Safety Expert

He will be responsible for assessment of traffic forecast on the project highway and suggesting broad lay out of intersections, interchanges, grade separators and safety devices. He shall spend at least 20 (twenty) days at the Project site.

Surveyor

He will be responsible for quick traverse survey of the alignment and preparing land plans of the project highway. He shall spend at least 40 (forty) days at the Project site.

Financial Analyst

He will be responsible for financial analysis and modeling of the proposed Project. He shall spend at least 2(two) days at the Project site.

Environmental Expert

He will be responsible for Environmental Impact Assessment of the Project. He shall spend at least 7 (seven) days at the Project site.

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

- (A) **Technical Capacity:** The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments as specified in Clause 3.1.4.
- (B) **Financial Capacity:** The Applicant shall have received a minimum income of **Rs.1.00 crore** (Rs. one crore) or US \$ 0.5 million per annum from professional fees during each of the three financial years preceding the Proposal Due Date.

For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients.

(C) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (D) below.

(D) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfil the Conditions of Eligibility¹ specified below:

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
Senior Highway Engineer- cum- Team leader	Graduate in Civil Engineering	10 years	He should have led the feasibility study teams for two Eligible Assignments.
Bridge Engineer	Graduate in Civil Engineering	7 years	He should have worked as a Bridge Engineer for two Eligible Assignments.
Traffic- cum- Safety Expert	Post Graduate in Traffic and/ or Transportation Engineering/ Planning	7 years	He should have worked as a Traffic/ Transportation Engineer/ Planner for two Eligible Assignments.
Surveyor	Diploma in Surveying or Graduate/Diploma in Civil Engineering	7 years	He should have worked as Surveyor for two Eligible Assignments.
Financial Analyst	Post Graduate in Commerce/ Chartered Accountant or equivalent	7 years	He should have undertaken financial analysis and modeling for two Eligible Assignments
Environmental Expert	Masters/ Bachelor in Environmental Science or equivalent	7 years	He should have led the environmental impact assessment teams or worked as a sole expert for two Eligible

Assignments.

- 2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors[§] stating its revenues from professional fees during the past three financial years and the payments received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual account of the Applicant.
- 2.2.4 The Applicant should submit a Power of Attorney as per the format at Form - 4 of Appendix-I.
- 2.2.5 Any entity which has been barred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal.
- 2.2.6 An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.
- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including

[§] No separate annual financial statements should be submitted.

consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own corporate interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest that affects the Selection Process, if:

- (i) the Applicant, its consortium member (the "**Member**") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of the Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five percent) of the paid up and subscribed share capital of such Applicant, its consortium member or Associate; provided further that this disqualification shall not apply to a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act 1956; or
- (ii) a constituent of such Applicant is also a constituent of another Applicant; or
- (iii) such Applicant receives or has received any direct or indirect subsidy from any other Applicant; or
- (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

- (v) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Applicant; or
- (vi) if there is a conflict among this and other consulting assignments of the Consultant (including its personnel and sub-Consultant) and any subsidiaries or entities controlled by such Consultant or having common controlling shareholders. The duties of the Consultant depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (vii) a firm which has been engaged by the Authority to provide goods or works for a project, and its Associates, will be disqualified from providing consulting services for the same project; conversely, a firm hired to provide consulting services for the preparation of implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (viii) the Applicant, its Member or Associate (or any constituent thereof) and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of the Applicant, Member or Associate, as the case may be) in the Concessionaire or its contractor(s) or sub-contractor(s) is less than 5% (five percent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act 1956.

For purposes of this RFP, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the

common control with such Applicant/ Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.

2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, as well as any of its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same Project and any breach of this obligation shall be construed as Conflict of Interest.

2.4 Number of Proposals

An Applicant is eligible to submit only one Application for the Consultancy. An Applicant applying individually or as a member of a consortium shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority, applicable laws and regulations or any other matter considered relevant by them. Visits shall be organised for the benefit of prospective Applicants on dates, time and venue as specified in Clause 1.9.

2.7 Acknowledgement by Applicant

- 2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:
- (a) made a complete and careful examination of the RFP;
 - (b) received all relevant information requested from the Authority;
 - (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
 - (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
 - (e) acknowledged that it does not have a Conflict of Interest; and
 - (f) agreed to be bound by the undertaking provided by it under and in terms hereof.
- 2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

- 2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.8.2 The Authority reserves the right to reject any Proposal if:
- (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Such misrepresentation/ improper response may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification /

rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

Schedule

- 1 **Terms of Reference**
- 2 **Form of Agreement**
 - Annex-1: Terms of Reference
 - Annex-2: Deployment of Personnel
 - Annex-3: Estimate of Personnel Costs
 - Annex-4: Approved Sub-Consultant(s)
 - Annex-5: Cost of Services
 - Annex-6: Payment Schedule
 - Annex-7: Bank Guarantee for Performance Security

3 **Guidance Note on Conflict of Interest**

Appendices

Appendix-I: Technical Proposal

Form 1: Letter of Proposal

Form 2: Particulars of the Applicant

Form 3: Statement of Legal Capacity

Form 4: Power of Attorney

Form 5: Financial Capacity of Applicant

Form 6: Particulars of Key Personnel

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Form 12: CV of Professional Personnel

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Form 14: Survey and Field Investigations

Form 15: Proposal for Sub-Consultant(s)

Appendix – II: Financial Proposal

Form 1: Covering Letter

Form 2: Financial Proposal

Form 3: Estimate of Personnel Costs

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

"Queries/Request for Additional Information concerning RFP"

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 days prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail.

2.11.2 All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in

English Language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 2 (two) copies of the Proposal, alongwith Documents, marked “COPY”. In the event of any discrepancy between the originals and the copies, the original shall prevail.

2.13.3 The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed as detailed below:

- (i) by the proprietor, in case of a proprietary firm;
- (ii) by the partner holding the Power of Attorney, in case of a partnership firm;
- (iii) by a duly authorised person holding the Power of Attorney (the “**Authorised Representative**”), in case of a Limited Company or a corporation; or
- (iv) by the Authorised Representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Applicants are reminded that no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

2.14 Technical Proposal

2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”).

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) The Bid-Security is provided;
- (b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) power of attorney is executed as per applicable laws;
- (d) CVs of all Professional Personnel have been submitted;
- (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
- (f) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (g) the CVs have been recently signed in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;

- (h) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- (i) Professional Personnel proposed have good working knowledge of English language;
- (j) Key Personnel would be available for the period indicated in the TOR;
- (k) no Key Personnel should have attained the age of 75 years at the time of submitting the proposal; and
- (l) the proposal is responsive in terms of Clause 2.21.3.

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.4 If an individual Key Personnel makes an averment regarding his qualification, experience or other particulars and it turns out to be false, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be debarred for any future assignment of the Authority for a period of five years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.14.6 The proposed team shall be composed of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.3 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each Professional Personnel should also be submitted in the format at Form-12 of Appendix-I.

2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such firms should be submitted in Form-15 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15 Financial Proposal

2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy (Item G of Form-2 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant’s authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall be taken into account.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc),

accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- (iii) Costs (including break down of costs) shall be expressed in INR.

2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed by the Authorized Representative of the Applicant. In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Consultancy name as indicated at Clause 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following:

“Do not open, except in presence of the Authorised Person of the Authority”

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked ‘**Technical Proposal**’ and the other clearly marked ‘**Financial Proposal**’. The envelope marked “Technical Proposal” shall contain:

- (i) Application in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 15 of Appendix-I and supporting documents;
- (ii) copy of Memorandum and Articles of Association, if the Applicant/ Consortium Member is a corporate body, and if a partnership then a copy of its partnership deed;
- (iii) copies of Applicant's duly audited balance sheet for the preceding three years; and
- (iv) Bid security as specified in Clause No. 2.20.1

The envelope marked "Financial Proposal" shall contain the financial proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II).

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.

2.16.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the Feasibility Report by the Authority and discharge of all obligations of the Consultant under the Agreement.

2.17 Proposal Due Date

2.17.1 Proposal should be submitted before 1100 hrs on the Proposal Due Date specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/ substitution/ withdrawal of Proposals

2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.

2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Bid Security

2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs.25,000 (Rs. twenty five thousand) in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the Rajasthan State Road Development & Construction Corporation Limited, Jaipur payable at Jaipur (the “**Bid Security**”), returnable not later than 30 days from PDD except in case of the two highest ranked Applicants as required in Clause 2.24.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.29, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 days from PDD. The Selected Applicant’s Bid Security shall be returned, upon the Applicant signing the Agreement and completing the deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.

2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

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

- (a) If an Applicant submits a non-responsive Proposal;
- (b) If an Applicant engages in any of the Prohibited Practices specified in Clause 4 of this RFP;
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiation as required vide Clause 2.24.1;
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clause 2.28 and 2.29 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

2.21.1 The Authority shall open the Proposals at 1130 hours on the Proposal Due Date, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

2.21.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.21.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- (a) it is received in the form specified at Appendix-I (Technical Proposal);
- (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
- (c) it is accompanied by the Bid Security as specified in Clause 2.20.1.
- (d) it is signed, sealed, hard bound and marked as stipulated in Clause 2.13 and 2.16;
- (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- (f) it contains all the information (complete in all respects) as requested in the RFP;
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

2.21.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.21.5 The Authority would subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.21.6 After the technical evaluation, the Authority would prepare a list of pre-qualified Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection

Process. The financial evaluation and final ranking of the Proposals would be carried out in terms of Clause 3.3 and 3.4.

2.21.7 Applicants are advised that Selection will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

2.21.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to, or matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

2.23 Clarifications

2.23.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.23.2 If an Applicant does not provide clarifications sought under Sub-Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF CONSULTANT

2.24 Negotiations

2.24.1 The first ranked Applicant (the “**Selected Applicant**”) may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.24.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.24.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.25 Substitution of Key Personnel

2.25.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel during negotiations as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.25.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal

to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent). Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

2.25.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.26 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for any direct loss or damage that is caused due to any deficiency in services.

2.27 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next eligible Applicant may be considered.

2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.29 Commencement of Assignment

The Consultant shall commence the Services at the Project site within seven days of the date of effectiveness of the Agreement. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first

ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.30 Proprietary data

All documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

- 3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (S_T).
- 3.1.2 Each Key Personnel must score a minimum of 70% marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 70% marks or any two of the remaining Key Personnel score less than 70% marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 70% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 70% or above.
- 3.1.3 The scoring criteria to be used for evaluation shall be as follows.

Item Code	Parameter	Maximum Marks	Criteria
1.	Firm's Relevant Experience	25	30% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant firm. The remaining 70% shall be awarded for the comparative size and quality of Eligible Assignments.
2.	Proposed Methodology and Work Plan	5	Evaluation will be based on the quality of submissions.
3.	Relevant Experience of the Key Personnel	70	30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The remaining 70% shall be awarded for the comparative size and quality

of Eligible Assignments.

3(a)	Senior Highway Engineer cum Team Leader	20
3(b)	Bridge Engineer	12.5
3(c)	Traffic - cum- Safety Expert	12.5
3(d)	Surveyor	10
3(e)	Financial Analyst	10
3(f)	Environmental Expert	5
	Grand Total	100

While awarding marks for the number of Eligible Projects, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score.

3.1.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, consultancy assignments in respect of preparation of feasibility report and/or detailed project report including engineering surveys and social and environmental impact assessment, for the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”):

- (i) Two- laning of a national or state highway having an estimated capital cost (excluding land) of at least Rs. 25 crore (Rs.twenty five crore) in case of a project in India, and US \$ 12.5 million (US \$ twelve point five million) for projects elsewhere; or
- (ii) Any project involving construction and having an estimated capital cost (excluding land) of at least Rs. 60 crore (Rs sixty crore) in case of a project in India, and US \$ 30 million (US \$ thirty million) for projects elsewhere.

Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs. 6 lakh (Rs. six lakh) for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD.

Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs. 12 lakh (Rs. twelve lakh).

3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, not more than five shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 70 points even if such Applicant(s) do(es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

3.3 Evaluation of Financial Proposal

- 3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S_F).
- 3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, excluding Additional Costs, will be considered. Additional Costs shall include items specified as such in Form -2 of Appendix-II.
- 3.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal)

3.4 Combined and Final Evaluation

3.4.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.

3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clause 2.24, 2.28 and 2.29, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner

whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-PROPOSAL CONFERENCE

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants who have purchased the RFP document or downloaded the same from the Official Website for the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Jaipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

SCHEDULE

Consultancy for a Feasibility Report for
Two-laning
of **DEVELOPMENT OF SUKET TO BHAWANI
MANDI VIA RAMGANJ MANDI Road**

Terms of Reference (TOR)
for Technical Consultant

**Consultancy for a
Feasibility Report for Two-laning of Development of Suket to
Bhawani Mandi via Ramgasnj Mandi Road**

Terms of Reference (TOR)

1. General

- 1.1 The Authority seeks the services of qualified firms for preparing a Feasibility Report for Two-laning, with paved shoulders, of the Project Highway on DBFOT basis. The Feasibility Report shall also include a pre-feasibility study for an option of Four-laning in the second phase of the concession. The Project Highway starts from Suket and ends at Bhawani Mandi via Ramganj Mandi Road , and is approximately 52.00 km long. The Terms of Reference (the “**TOR**”) for this assignment are specified below.
- 1.2 The Consultant shall be guided in its assignment by the Model Concession Agreement and the Manual of Specifications and Standards for Two-laning of highways through public-private partnership published by the Indian Roads Congress (IRC:SP:73-2007) (the “**Manual**”) and the Manual of Specifications and Standards for Four-laning of highways through public-private partnership published by Planning Commission (the “**Four-Laning Manual**”).
- 1.3 The Consultant shall be responsible for preparing the Schedules A, B, C, D and H of the Concession Agreement and for bringing out any special feature or requirement of the Project Highway referred to in the Concession Agreement or the Manual. The details and particulars to be specified in the Schedules shall be duly addressed and incorporated therein, in accordance with the provisions of the Manual (Refer to Appendix I of the Manual).
- 1.4 The Consultant shall assist the Authority and its Financial Consultant and the Legal Adviser by furnishing clarifications as required for the financial appraisal and legal scrutiny of the Project Highway and Bid Documents.
- 1.5 The Consultant shall also participate in the pre-bid conference with the Bidders of the Project Highway and assist the Authority in clarifying the technical aspects arising from the Bid Documents including the Feasibility Report.

2. Objective

The objective of this consultancy (the “**Objective**”) is to undertake feasibility studies and prepare a Feasibility Report of the Project Highway for the purpose of firming up the Authority’s requirements in respect of development and construction of the Project Highway and Project Facilities and enabling the prospective bidders to assess the Authority’s requirements in a clear and predictable manner with a view to ensuring:

- (i) enhanced safety and level of service for the road users;
- (ii) superior operation and maintenance enabling enhanced operational efficiency of the Project Highway;
- (iii) minimal adverse impact on the local population and road users due to road construction;
- (iv) minimal adverse impact on environment;
- (v) minimal additional acquisition of land; and
- (vi) phased development of the Project Highway for improving its financial viability consistent with the need to minimise frequent inconvenience to traffic that may be caused if additional works are undertaken within a period of seven years from the commencement of construction of the Project Highway.

3. Scope of Services

3.1 The scope of services shall comprise of:

- (i) Traffic surveys and demand assessment
- (ii) Engineering surveys and investigations
- (iii) Location and layout of toll plazas
- (iv) Location and layout of truck laybys
- (v) Location and layout of bus bays and bus shelters
- (vi) Social impact assessment
- (vii) Environment impact assessment
- (viii) Preliminary Designs of road, bridges, structures, etc.

- (ix) Preparation of Land Plan Schedules and Utility Relocation Plans
- (x) Preparation of indicative BOQ and rough Cost Estimates
- (xi) Preparation of Schedules A, B, C, D and H of the Concession Agreement.

These services are briefly explained hereunder:

3.2 Traffic surveys and demand assessment

3.2.1 The types of traffic surveys and the minimum number of survey stations shall be as under:

S. No.	Description of Activity	Number of Survey Stations
1.	Classified Traffic Volume Count	One station each close to the proposed location of each Toll Plaza and one station for every 20 km of Project Highway.
2.	Intersection Volume Count	All major intersections (All locations where the Project Highway intersects or meets a NH/SH/MDR).
3.	Pedestrian/Cattle crossing traffic count	At all locations of settlements/habitations along the Project Highway
4.	Axle Load Spectrum	One station each close to the proposed location of each Toll Plaza

The Consultant shall, upon award of the Consultancy, submit its proposal regarding the locations of traffic survey stations for each of the above activities along with an index plan giving the rationale of its proposal. Care shall be taken in proposing the locations in a manner that they capture the traffic in different sections. This proposal shall form part of the Inception Report. The Authority may, within one week of receiving the Inception Report, modify the locations of traffic survey stations in accordance with the provisions of this TOR and the Consultant shall comply with the same.

3.2.2 Classified traffic volume count

For conducting the traffic volume count, the Consultant shall comply with the following:

- (a) The classified traffic volume counts shall be carried out twice for 7 continuous days at the selected survey stations as per IRC guidelines on the subject (IRC: 9-1972). The timing for such counts shall be

- (i) within five weeks of the commencement of services, and
- (ii) during the thirteenth week of commencement of services.

The following classes of vehicles shall be captured separately.

	Motorised vehicles		Non-motorised vehicles
1.	Cars (include jeeps, vans)	1.	Bicycles
2.	Light commercial vehicles including mini buses	2.	Cycle Rickshaws
3.	Buses	3.	Animal Drawn Carts
4.	Two axle trucks	4.	Handcarts
5.	Three axle trucks	5.	Any other non-motorised vehicles
6.	Four or more axle trucks		
7.	Tractors		
8.	Ambulance, fire tender, funeral vans		
9.	Three wheelers		
10.	Two wheelers		

- (b) The traffic count data would be analysed to depict hourly and daily variations. The Abstract of traffic data would also be provided for each survey station.

3.2.3 *Traffic demand assessment*

- (a) The Consultant shall make an assessment of the traffic demand for the Project Highway for a period of 10 years, 15 years and 20 years respectively based on analysis of traffic counts, trend growth and growth in the influence area of the Project Highway. Normally, an annual growth rate of 5 percent shall be assumed. Any variation would have to be justified with reasons, including analysis of past trends.
- (b) Based on the assessment of the traffic demand on the various sections of the Project Highway, the Consultant shall discuss the options of Two-laning or Two-laning with paved shoulders in the first stage. Depending upon the present traffic volume and projected growth, due consideration shall be given to provision initially of Two-lane carriageway and paving of shoulders in the second stage. The Consultant shall also provide a broad assessment of the year in which four-laning may be required. The Consultant shall also provide sensitivity analysis due to change in assumption of traffic projections.

3.2.4 *Intersection volume count and design*

(a) Volume count

For conducting the intersection volume count, the turning movement traffic surveys shall be carried out as per IRC: SP:41-1994 at all locations where the Project Highway intersects/meets the NH, SH or MDR. The turning movement surveys will be undertaken from 08:00 to 12:00 hours in the morning and 16:00 to 20:00 hours in the evening.

(b) Design

(i) The data at each location shall be presented and analysed to identify suitable treatment viz. at-grade intersection, grade separator without ramps or interchange with ramps in the light of warrants and criteria specified in the Manual. The type and layout proposed by the Consultant for each location shall be furnished alongwith the analysis supporting the same. Where an interchange with ramp is indicated by the analysis, its type should be determined keeping in view the site conditions.

(ii) The amount of additional land required, if any, at each of the intersection on the Project Highway shall be clearly stated and brought out.

(iii) For all cases where grade separators without ramps or interchanges with ramps are proposed, the possibility of their provision on the Project Highway in a phased manner shall be duly examined and a report on the cost-effectiveness of the Consultant's proposal submitted for consideration of the Authority to enable it to specify such requirements in the relevant Schedules of the Concession Agreement.

3.2.5 *Pedestrian/Cattle crossing demand assessment*

For assessing the requirements of Pedestrian/Cattle crossings, the traffic counts for two continuous days between 08.00 hours and 20.00 hours shall be carried out at the locations close to all habitations/settlements along the Project Highway. The data so collected shall be analysed to determine whether any pedestrian/cattle crossing by way of underpass/overpass is justified. If so, the locations and broad layout shall be proposed.

3.2.6 *Axle load spectrum surveys*

Axle load spectrum surveys shall be carried out at each proposed location of toll plaza on the Project Highway. The axle load survey shall capture buses, trucks and tractors with trailers in the traffic stream. The survey shall be for both directions. Sample size shall not be less than 10 per cent of the buses, trucks and tractors with trailers in the traffic stream and based on standard statistical techniques. The vehicle damage factor shall be calculated as per the equivalency factors given in IRC: 37.

3.3 *Engineering surveys and investigations*

3.3.1 The engineering surveys and investigations shall be divided into the following components:

- Topographic, alignment and land use survey
- Road inventory survey
- Road condition survey
- Bridge condition survey
- Soil, geo-technical, material, hydrology and drainage surveys

3.3.2 *Topographic, alignment and land use survey*

The activities and deliverables forming part of the topographic, alignment and land use survey are described below (see also Attachment A to the TOR):

- (a) Divide the Project Highway into various stretches as per terrain classification
- (b) Identify sections of Project Highway which fall within marine environment (Condition of severe marine environment: alternate wetting and drying due to sea spray; alternate wetting and drying combined with freezing; buried in soil having corrosive effect; members of structures in contact with water where the velocity of flow and the bed material are likely to cause erosion of concrete. Moderate marine environment would be other than severe).
- (c) Identify sections of Project Highway which fall within urban limits and need four laning in accordance with the Manual (see para 3.4).

- (d) Identify sections of Project Highway which require raising. Such sections will be identified with attention being paid to the previous history of submergence and the extent to which the subgrade is likely to be affected by the capillary action if the section is not raised.
- (e) As far as possible, the existing alignment would be retained subject to the following requirements:
 - (i) Identify stretches which do not meet the criterion of ruling design speed, i.e. where radii of horizontal curves are less than desirable minimum. Prepare realignment plans for improving geometrics in such stretches.
 - (ii) Identify stretches out of (i) above, which meet the criterion of minimum design speed, i.e. where the radii of horizontal curves are more than the absolute minimum (This will enable the Authority to take a view on whether to include such stretches for improving geometrics in the initial stage or these can be postponed by a few years and in the meantime steps can be taken to acquire the necessary land for the ROW).
 - (iii) Identify stretches where stopping sight distance is not available. Work out possible improvement plan to increase the sight distance to provide overtaking sight distance. Also work out option to increase the sight distance to provide at least the intermediate sight distance.
 - (iv) Identify stretches, other than those in (iii) above, where intermediate sight distance is not available. Work out possible improvement plan to increase the sight distance to provide overtaking sight distance. Also work out possible improvement plan to increase the sight distance to provide at least the intermediate sight distance.
 - (v) Identify stretches where the gradients are steeper than the ruling gradient for the relevant terrain condition. Work out and prepare an improvement plan for the vertical alignment in such stretches.

Divide improvement plans of such stretches into the following two parts:

- Stretches where gradient is more than the limiting gradient

- Stretches where gradient is more than the ruling gradient but less than the limiting gradient. (The Authority can take a view on whether improvements of stretches in this category shall be taken up or not.)
- (vi) Identify stretches where extra width of roadway and carriageway at curves is required.
- (f) Identify stretches involving construction of new bridges and other grade separated structures including those requiring reconstruction and their approaches. Work out proposal for location of such structures and alignment of approaches.
- (g) Based on the improvement plans of horizontal and vertical alignment worked out as a result of tasks in (d), (e) and (f), prepare alignment plans, L-Sections and cross-sections of the entire Project Highway. Scale of drawings shall be as per IRC:SP:19. Proposed improvements shall be marked on the plans. Such improvements will include raising of road, widening of roadway, widening of existing carriageway, provision of shoulders – both paved and granular, new structures, underpasses, grade separators, service roads, additional road signs, road furniture, safety devices, relocation of utilities, removal of trees, etc.
- (h) Also prepare a separate Land Plan of the Project Highway showing the existing ROW (alongwith all the existing assets within the ROW e.g. structures, drains, service roads, trees, utilities and safety devices) and proposed additional land required in various stretches for improvement of geometrics, construction of new structures, provision of intersections, interchanges, service roads, toll plazas, project facilities, etc. The Land Plan should also show encroachments, if any. A list of such encroachments alongwith their brief description shall also be prepared and included in the Feasibility Report.
- (i) For additional land proposed to be acquired as per final alignment plan of the Project Highway, the Land Plans shall be marked on duly certified village maps showing khasra numbers and shall be furnished along with a report which will include detailed schedules in respect of the proposed acquisition of land holdings as per revenue records in a format that would enable the Authority to initiate land acquisition proceedings.

- (j) A set of cross-sections of the existing road including urban sections at one km intervals for each homogeneous section in plain/rolling terrain and at 100 m intervals in mountainous/steep terrain shall be provided by the Consultant. In plain/rolling terrain, additional cross-sections shall be provided for curves at the start, at the middle and at the end. These cross-sections along with proposed improvement plan and preliminary design shall form the basis of preparation of indicative BOQ for the Project Highway.

3.3.3 *Road inventory survey*

Deliverables under this component shall include:

- (a) An inventory of road, culverts, bridges and other structures like railway over/underbridges, flyovers (grade separated structures), underpasses and overpasses.

The proformae for road, culverts and bridges or other structures have been provided at Proforma – 1, 2 and 3 respectively .

- (b) Identification of stretches of the Project Highway which -
 - (i) are affected by frequent flooding;
 - (ii) are subjected to water logging;
 - (iii) pass through black cotton soil area;
 - (iv) pass through marshy area; or
 - (v) pass through weak soil stratum
- (c) Typical cross-sections of the existing road showing the crust composition of pavement, shoulders and drains (one cross-section for every five km of the road).
- (d) Identification of sections in cutting.
- (e) Identification of culverts requiring:
 - (i) Reconstruction (all culverts which are structurally distressed shall be reconstructed as new structures).
 - (ii) Widening (all existing culverts which are not to be reconstructed shall be widened equal to the roadway width).

(iii) Repairs and/or rehabilitation alongwith preliminary proposals.

(iv) New construction

3.3.4 *Road condition survey*

The Consultant shall undertake a survey of the visual condition of the pavement and shoulders of the Project Highway and provide its report as per Proforma - 4. The Consultant should also report if distresses are observed in the pavement and shoulders. It will also identify sections requiring reconstruction.

3.3.5 *Bridge condition survey*

The activities and deliverables forming part of bridge condition survey are specified below:

- (a) The Consultant shall carry out a detailed inspection of every bridge and other structures such as railway over/under bridges, overpasses, underpasses and grade separators including flyovers. (For guidance, see IRC:SP:35 and IRC: SP:52).
- (b) For each structure, the Consultant shall indicate the distresses observed, if any, in respect of various components of the structures e.g. bearings, expansion joints, wearing coat, railings/crash-barriers, foundations, substructures (abutments, piers, pier caps), superstructure (Proforma - 5). On the basis of the distresses observed, the Consultant shall divide the structures into the following categories:
 - (i) structures requiring reconstruction immediately as part of first stage development (all such structures shall be provided as new structures);
 - (ii) structures where distresses are not so severe and reconstruction can be postponed to a subsequent stage say for a period of 7 to 8 years; if any major repairs are required in the meantime, these shall be so indicated for each such location;
 - (iii) structures requiring repairs and/or rehabilitation (for such structures indicate preliminary proposals for repairs and/or rehabilitation);
 - (iv) structures requiring widening (for such structures indicate widening methodology);

- (v) structures that shall be retained.

3.3.6 *Soil, geotechnical, material, hydrology and drainage surveys*

The activities and deliverables forming part of the soil, geotechnical, material, hydrology and drainage surveys are described below:

- (a) The characteristics of the existing soil, two samples from every five km of the Project Highway or closer where change in soil type is encountered.
- (b) The determination of subgrade CBR (soaked) every three km of the Project Highway or closer where change in soil type is encountered.
- (c) Benkleman Beam Deflection measurements on the Project Highway – one set of ten readings in 250 m for every three km of the Project Highway.
- (d) Investigations of the subsoil strata (one trial bore and/or test pit at embankment and one in river bed at locations where new bridges or other structures are proposed. The depth of trial bore/ test pit shall be as per IRC standards).
- (e) Preliminary hydraulic data for bridges, design discharge, HFL, LWL, etc. with a view to checking adequacy of existing waterway.
- (f) A broad assessment of the drainage condition and requirement of the Project Highway.

3.4 *Proposal for Sections passing through urban areas*

The task at 3.3.2(c) would identify the stretches of the Project Highway which pass through the urban areas. For each of these stretches, the Consultant shall prepare an improvement plan of the stretch to provide a four-lane divided carriageway with footpaths, covered drains, etc. Possibility of providing service roads shall also be explored and indicated. If there is any constraint due to available ROW or additional land to be acquired, the same shall be brought to the attention of the Authority on immediate basis. In such situations, a bypass may be needed to avoid the urban area. The surveys and investigations for the alignment and other features of the bypass are a part of this Consultancy.

3.5 *ROBs/RUBs*

The Consultant shall identify all locations of the existing railway level crossings on the Project Highway. Data regarding number of closures per day shall be provided. Normally, all level crossings are to be replaced with ROBs/RUBs. However, the Consultant may propose retention of such railway crossings which are on sidings etc. where it would not be cost-effective to replace them with ROBs/RUBs. The Consultant shall prepare and submit indicative GADs of the proposed ROBs/RUBs including viaduct portion in the approaches based on preliminary consultation with the railway authorities concerned. (The GAD of ROBs/RUBs existing or under construction in the vicinity of the Project Highway could also be kept in view).

3.6 ***Protective works in hill sections, retaining walls, breast walls, etc.***

For the stretches passing through hills, the Consultant shall identify the broad requirements of retaining walls, breastwalls, etc. for the purposes of preparing rough cost estimates.

3.7 ***Road signs, safety devices***

(a) The Consultant shall propose provision of Road Signs, Pavement Markings, Safety Barriers, Railings, Delineators, Chevron Markings, Traffic Attenuators, Road Boundary Stones, Km Stones, 200 m Stones. It shall also include Crash Barriers for existing bridges.

(b) The Consultant shall propose overhead signs on the Project Highway and provide an outline of the same giving size and location.

3.8 ***Toll Plazas***

The Consultant shall investigate and propose suitable location(s) for the Toll Plaza(s), within a range of 1000 m, keeping in view the requirements laid down in the Toll Rules, Model Concession Agreement and the Manual. It shall provide a typical layout plan for each Toll Plaza and indicate the additional land required keeping in view the requirements laid down in the Manual.

3.9 ***Truck laybys***

The Consultant shall undertake field surveys and identify suitable locations for provision of truck laybys on the Project Highway. Truck laybys shall, in general, be located near check-barriers, interstate borders, places of conventional stops of the truck operators etc. The length of each such truck laybye shall also be indicated.

3.10 *Bus bays and bus shelters*

The Consultant shall undertake field surveys and identify suitable locations for provision of bus bays and bus shelters on the Project Highway. As far as possible, bus bays shall not be located on horizontal curves, summit of vertical curves and bridges. Good visibility must be ensured. Further, the bus bays should not be too close to major intersections. The length of each such bus bay shall also be indicated.

The Consultant shall also indicate the locations of bus stands/bus stops provided by the concerned State Transport Authorities on the Project Highway.

3.11 *Social Impact Assessment*

The Consultant shall undertake social impact assessment due to the improvements proposed on the Project Highway, especially the persons affected due to the Project and requiring resettlement and rehabilitation. The extant policies and guidelines of the government would be kept in view while undertaking the assessment. He shall prepare a plan for involuntary resettlement and land acquisition, which shall include the following:

- (a) Prepare in accordance with guidelines of the Government, a draft Resettlement and Land Acquisition Plan.
- (b) Prepare area specific social assessments to support development of a locally relevant approach to resettlement which provides benefits to people in the Project's area of influence, which include socioeconomic conditions, social service infrastructure, and social institutions and organization, in accordance with the Government policies and guidelines.
- (c) These social assessments should include gender and local ethnic aspects.
- (d) Provide recommendations and action plan for the Concessionaire to undertake, at the detailed design stage, a full census and inventory of lost assets (households, shops and agricultural and other lands, or access to current income-generating activities, including impacts caused by permanent or temporary acquisition) of affected people and a baseline socioeconomic survey of the affected population. Determine the scope and magnitude of likely resettlement and land acquisition effects, and list likely losses of households, agricultural lands, business and income opportunities, as well as affected communal assets and public buildings.

- (e) In consultation with local stakeholders, government and the Authority, develop an entitlement matrix, on the basis of the consultations, socio-economic surveys, and inventories of losses that will determine the amount of compensation in accordance with the guidelines and policies of the Government.
- (f) Prepare the plans with full stakeholder participation, including the Government and the Authority. Consult with affected persons and community-based organizations to ensure that all affected persons have been fully informed of their entitlements through the consultative processes initiated by the Government and the Authority. Ensure that communities and displaced persons understand the project, its impacts, and the responsibilities of the parties.
- (g) Analyse and confirm the following aspects that will apply to land acquisition and resettlement in the project area: (i) laws and regulations, including local practices; (ii) budgetary processes for involuntary resettlement and land acquisition; (iii) schedules for these activities that are coordinated with the construction schedule; and (iv) administrative arrangements and requirements.

3.12 *Environment Impact Assessment*

- (a) The Consultant shall undertake environment impact assessment of the Project Highway as per provisions of the Applicable Laws on environment protection and identify a package of measures to reduce/eliminate the adverse impact identified during the assessment. An environmental impact assessment report and environmental management plan shall be prepared based on such assessment. The management plan shall include project specific mitigation and monitoring measures for identified impacts as well as management and monitoring plans to address them.
- (b) The Consultant shall also assist the Authority in conducting public hearings and addressing the comments and suggestions received during the EIA process with a view to getting environmental clearance from the competent authority.

3.13 *Preliminary Designs*

The Consultant shall arrive at the preliminary designs of various components of the Project Highway keeping in view the requirements of the Manual and the scope of services described in this TOR. It shall be responsible for the accuracy of the physical details such as alignment, right of way, abutting land use, assets within the right of way including safety devices, utilities, trees, service roads, cross drainage structures, etc. The layout and preliminary

designs shall be supplemented with explanatory drawings, statements, charts, notes as necessary.

3.14 ***Project Cost***

The Consultant shall work out indicative BOQ of various components and prepare rough cost estimates of the Project Highway with a break up of cost for each component separately. To the construction cost so arrived at, the Consultant may add 25% thereof as a lumpsum provision for physical and price contingencies, interest during construction and other financing costs, pre-construction expenses etc.

3.15 ***Financial Analysis and Bid Process***

3.15.1 Detailed financial analysis is not required to be undertaken by the Consultant. However, the Consultant shall provide the estimated construction costs, operation and maintenance costs, traffic forecast, toll revenues etc. as part of its preliminary financial analysis and appraisal of the Project. The Consultant shall, also provide a preliminary assessment of the financial viability of the Project with a view to estimating the likely IRR over a concession period of 10 years, 15 years, 20 years and 25 years respectively. It shall also provide assistance during the Bid Process for selection of the Concessionaire.

3.15.2 While undertaking the financial analysis and projecting the IRR, the following assumptions shall be adopted:

- (a) Capital cost shall be adopted as per estimates of construction cost to which 25% shall be added for physical and price contingencies, interest during construction, other financing costs etc;
- (b) debt equity ratio may be assumed as 70:30;
- (c) O&M costs may be assumed as per norms of the Authority;
- (d) the concession period may be fixed by reference to the year in which the projected traffic would exceed the design capacity of the Project Highway; and
- (e) growth rate of traffic may be assumed at 5% per annum.

3.15.3 The Consultant shall:

- (a) calculate the NPV and EIRR for the Project. It will undertake sensitivity analysis by identifying the most critical factors and determine their impact on the EIRR, including varying project costs and benefits, implementation period, and combinations of these factors; and
- (b) conduct a risk analysis (using the Monte Carlo method) by considering the possible values for key variables based on records, and their occurrence probability.

3.15.4 If the IRR of the Project, based on the aforesaid calculations is less than 12%, an effort should be made to reduce the capital costs in consultation with the Authority. This may be done either by omitting/ modifying some of the proposed structures or by phasing them after a period of seven years or more, such that the IRR reaches a minimum of 12%.

4. Deliverables

The Consultant shall deliver the following during the course of this Consultancy. The deliverables shall be so drafted that they could be given to the prospective bidders for guidance in preparation of their bids. Twenty hard copies and two soft copies in CDs of all the final reports, drawings, etc. shall be submitted to the Authority. For draft reports only five hard copies and one soft copy in CD shall be submitted to the Authority. The size of drawings shall be A-3 (maximum).

A. Inception Report

On commencement of the Consultancy, the Consultant shall prepare and submit an Inception Report. The Inception Report shall be a further elaboration of the Consultant's submissions towards understanding of the RFP and the Work Plan. The Inception Report shall also include the Consultant's proposal regarding the proposed locations of toll plazas and traffic survey stations (refer paras 3.2.1 and 3.8).

Within a period of four weeks of submission of the Inception Report, the Consultant shall submit a Supplementary Inception Report where it must

clearly spell out the broad strategy for structuring the project in a manner that would restrict the likely viability gap funding to a level not exceeding 20% of the capital cost of the project assuming an IRR of 12%. In making this assessment, the Consultant shall follow the assumptions specified in paragraph 3.15 above. In particular, the Consultant must make realistic assumptions about the traffic projections and the resulting revenue streams with a view to making an assessment of the capital cost that can be sustained by such revenues. For this purpose, the Consultant shall undertake a 7-day classified traffic volume count and a topographic survey to identify geometric improvements, new bridges etc. The project components should be so formulated as to make the project viable.

In determining its aforesaid strategy, the Consultant shall also seek the advice of the Authority. In the event that a viable project does not seem feasible, the Consultant shall not proceed with the Consultancy and the same shall stand terminated. The Consultant shall be entitled to a payment of 10% of the Agreement Value upon such termination.

B. Report on Alignment and First Traffic Survey

- (a) The Consultant shall undertake topographic survey of the Project Highway, identify geometric deficiencies and construction of new bridges and other grade separated structures (refer para 3.3.2) and submit a Report on the alignment together with proposed geometric improvements. The Consultant shall finalise the alignment after taking into account the comments of the Authority on the Report on Alignment. The work of preparing cross-sections and Land Plans, etc. shall be undertaken based on the finalised alignment.
- (b) The Consultant shall submit a Report on the first 7-day classified traffic volume count giving an analysis of hourly and daily variations. (Refer para 3.2.2).

C. Land Plan Schedules

- (a) Land Plan schedules for acquisition of additional land where required for widening of road, geometric improvements, new bridges and other grade separated structures, inter-sections, inter-changes, service roads etc. and land required for facilities such as toll plazas, truck laybys, bus bays, etc. (Refer para 3.3.2i)

- (b) Another plan of the Project Highway showing the existing ROW (along with all the existing assets within the ROW) and encroachments, if any, together with a list of such encroachments along with their brief description (Refer para 3.3.2h).
- (c) Land Plan Schedules shall be provided separately for Two-laning and Four-laning respectively. The alignment for Four-laning shall, to the extent possible, follow an eccentric approach to widening of the Project Highway.

D. Utility Relocation Plans

Utility – wise preliminary plans together with approximate costs for shifting/relocation shall be provided for Two-laning. Indicative Plans shall also be provided for Four-laning.

E. Reports on Environment and Social Impact Assessment

The Consultant shall submit reports on social impact assessment (Refer para 3.11) and environment impact assessment (Refer para 3.12).

F. Report on Indicative GAD of Structures

The Consultant shall submit report on indicative GAD of bridges, ROBs/RUBs and grade separators (Refer paras 3.2.4, 3.2.5, 3.3.5 and 3.5).

G. Feasibility Report

The Feasibility Report of the Project shall include the following:

- (1) *Sets of Drawings*
 - (a) An Index Plan of the Project Highway
 - (b) Plans, L-sections, and typical cross-sections showing the existing features within the ROW (e.g. carriageway, structures, drains, crash barriers, service roads, utilities, adjoining land use, intersecting roads/access roads, road side developments etc.) with the proposed improvements marked thereon (e.g. raising of embankment, widening of embankment, geometric improvements, widening or reconstruction of structures, new subways/underpasses/grade separators, service roads, arrangements for merging/diverging, traffic circulation, relocation of utilities, etc.) (Refer para 3.3.2).

(2) *Investigation Reports*

- (a) Report on traffic survey and demand assessment (Refer para 3.2).
- (b) Inventory survey report (Refer para 3.3.3).
- (c) Road and bridge condition survey report (Refer paras 3.3.4 and 3.3.5).
- (d) Soil, geotechnical and drainage report (Refer para 3.3.6).

(3) *Preliminary Designs*

Preliminary designs of the Project Highway including service roads, consistent with the existing facility and the additional requirements including:

- (a) Traffic and toll forecasting for 10, 15, 20 and 25 years.
- (b) Preliminary pavement design for new carriageway and strengthening of existing carriageway along with typical cross-sections.
- (c) Options for retention of existing bridges and other structures or their replacement by new structures together with preliminary design. For new bridges, the length from abutment to abutment shall not be less than the length of the existing bridge and foundations need not be above the existing foundations unless soil conditions justify otherwise.
- (d) Preliminary drainage assessment.
- (e) Preliminary layout of inter-sections, grade separators and interchanges with ramps.

(4) *Preliminary Costing*

- (a) Indicative BOQ.
- (b) Preliminary Cost Estimate for construction of Project Highway.
- (c) Total Project Cost (Refer paras 3.14 and 3.15).

(5) *Implementation Schedule*

- (a) Construction period.
- (b) Likely delays, if any, on account of land acquisition.

H. Schedules of Concession Agreement

The Consultant shall separately provide Schedules A, B, C, D and H of the Concession Agreement for the Project Highway with all supporting documentation relating to these Schedules. (See Appendix I of the Manual). Explanation of the specific requirements for the Project Highway is given in para 5 below.

I Financial Analysis

A preliminary financial assessment of the Project indicating the likely IRR for a 10 year, 15 year, 20 year and 25 year concession period respectively (Refer para 3.15).

The Consultant shall, based on the assumptions specified in paragraph 3.15, indicate the likely viability gap funding for the project. In case the viability gap funding projected in the Feasibility Report exceeds the projection in the Inception Report by more than 10% of the capital costs, a deduction of 10% of the Agreement Value shall be made from the payment due to the Consultant. Such deduction shall be deemed to be mutually agreed genuine pre-estimated compensation and damages suffered by the Authority on account of inaccurate projections leading to higher costs.

J. Assistance during Bid Process

The Consultant shall provide the required assistance to the financial consultant and the legal adviser in preparation of bid documents. The Consultant shall also participate in Pre-bid Conferences and assist in preparation of answers to the Bidders' queries on technical aspects of the Project Highway and Bid Documents.

5. Specific requirements for the Project Highway

For preparing Schedules A, B, C, D and H of the Concession Agreement and other specific requirements (Refer Appendix-I of the Manual), the Consultant shall:

- (a) Based on the Consultant's assessment of the time period until which Two-laning with paved shoulders of the Project Highway may not be required, the Consultant shall identify and indicate the list of stretches/sections where Two-laning and Two-laning with paved shoulders need to be provided by the Concessionaire (Refer paras 1.14 of Manual).
- (b) Provide a list of stretches where roadway is proposed to be different from that provided in the Manual (Refer para 2.6.1 of Manual).
- (c) Provide a list of stretches of the Project Highway passing through urban limits and indicate the cross-section to be provided for each of these stretches including the requirement of footpaths if any. Also indicate if a bypass is necessary to avoid any specific urban stretch. If the TOR for the consultant obligates him to provide a feasibility report for the bypass, the same shall also be prepared and form part of the deliverables (Refer para 2.1(ii) and 2.5.2 of Manual).
- (d) Provide a linear Plan showing the land width across various stretches of the Project Highway. This should include details of any additional land being acquired or proposed to be acquired for improvement of geometrics, provision of intersections, grade separators, interchanges, service roads, toll plazas and project facilities. (Refer paras 2.1(v), 2.2.3, 2.3, 2.13, 3.1, 3.2, 3.3, 3.4, 10.2, 10.3, 13.1, 13.4.1, 13.5.1 of Manual). The possibility of undertaking geometric improvements shall be examined and a report on cost-effectiveness of such proposals included.
- (e) Provide a list indicating locations of encroachments on the Project Highway alongwith a brief description thereof.
- (f) Provide a list of stretches where service roads are proposed together with their merging or otherwise at bridge locations. The Consultant shall also indicate the design traffic for determining the pavement composition of the service road if the forecast design traffic is more than one msa (Refer para 2.13 of Manual).
- (g) Provide a list of intersections, grade separators, interchanges, cattle and pedestrian under/over passes together with their locations, broad lay out, length of viaduct openings, and traffic circulation plan (Refer para 2.14.1, 2.14.2, 2.14.3, 3.1, 3.2, 3.3, 3.4 of Manual). The possibility of providing grade separators and interchanges with ramps in the second phase shall be examined and a report on cost-effectiveness of such a proposal included.

- (h) Provide a list of stretches identified for raising of embankment (Refer para 4.2.2 of Manual).
- (i) Provide a list of stretches on the Project Highway where:
 - (i) cement concrete pavement is to be provided (Refer para 5.1.2 of Manual);
 - (ii) reconstruction is proposed. Specify if pavement is proposed to be of cement concrete in such stretches. (Refer para 5.9.7 of Manual); and
 - (iii) width of paved shoulder proposed is different from 1.5 m (Refer para 5.9.9 of Manual). Specify width of paved shoulders in such stretches.
- (j) Prepare an addendum to Schedule K of the Concession Agreement indicating the minimum performance and maintenance requirements for cement concrete pavements if these are proposed (Refer para 5.1.2 of Manual).
- (k) Specify overall width of structures more than 60 m in length (Refer para 7.1(ii) of Manual).
- (l) Provide a list of new structures where footpaths need to be provided (Refer para 7.1(iii) of Manual).
- (m) Normally all bridges are required to be high-level bridges. However, there may be situations where an existing bridge is in a sound condition but may not be satisfying the requirement of a high-level bridge. Such structures shall be examined with a view to stipulating whether they need to be upgraded as high level bridges, together with reasons therefor. In such cases, construction of high-level bridges can also be phased out after seven years. (Refer para 7.1(ii) of Manual).
- (n) Provide a list of utility services which are required to be carried over structures (Refer para 7.1(viii) of Manual).
- (o) Provide a list of culverts to be reconstructed and/or widened (Refer para 7.3.1 of Manual).

- (p) Provide a list of bridge structures including existing ROB/RUBs to be reconstructed and/or widened (Refer para 7.3.2 of Manual). The possibility of postponing reconstruction of any bridge for a period of say 7 to 8 years shall be explored and indicated.
- (q) Specifically bring out the requirements of any special structures for any particular bridge on the Project Highway (Refer para 7.4(iv) of Manual).
- (r) Provide a list of stretches where reinforced earth wall is proposed together with maximum height of earth wall. Where the height of wall proposed is more than 6 m, reasons for the same may also be given. (Refer para 7.16.1 of Manual).
- (s) Provide a list of existing bridges where railings on them are proposed to be replaced by crash barriers (Refer para 7.18(iv) of Manual). The Consultant shall check the safety of the structure due to such replacement and provide a report to that effect.
- (t) Provide a list of existing bridges/culverts where parapets/railings are proposed to be repaired or replaced (Refer para 7.18(v) of Manual).
- (u) Provide a list of railway level crossings which need not be replaced with ROB/RUB (Refer para 7.19 of Manual).
- (v) Provide a list of structures under marine environment (Refer para 7.22 of Manual).
- (w) Provide a list of existing bridges/culverts where repairs/strengthening is proposed together with nature and extent of repairs (Refer para 7.23(i) of Manual).
- (x) Indicate specifications for reflecting sheeting for road signs whether High Intensity Grade with encapsulated lens or Microprismatic retro-reflective element material (Refer para 9.3.1. of Manual).
- (y) Indicate proposed location of toll plazas on the Project Highway (Refer paras 10.2 and 10.3 of Manual).
- (z) Provide a list of locations on the Project Highway where overhead traffic signs are proposed together with proposed size (Refer para 11.5.5 of Manual).

- (aa) Provide an estimate of the number of trees to be planted as compensatory afforestation (Refer para 12.1 of Manual).
- (ab) Provide a list of situations/locations where lighting shall be provided and maintained by the Concessionaire on the Project Highway (Refer para 13.3.3 of Manual).
- (ac) Provide a list of locations where truck laybys are proposed on the Project Highway (Refer para 13.4 of Manual).
- (ad) Provide a list of locations where busbays and bus shelters are proposed on the Project Highway (Refer para 13.5 of Manual).
- (ae) For the Project Highway passing through hills or ghats, provide a list of stretches where climbing lane is proposed for ease of movement of commercial vehicles (Refer para 14.5 of Manual).
- (af) Provide a list of sections/locations where tunnels may be required. (Refer para 14.8 of Manual).
- (ag) Provide a list of existing retaining walls requiring repairs, strengthening or reconstruction (Refer para 14.10.2 of Manual).
- (ah) Provide a list of drawings that the Authority may require the Concessionaire to provide to the Independent Engineer as per Schedule H of the Concession Agreement. (Indicative list at Attachment B of the TOR for reference).
- (ai) Provide utility wise indicative plans for shifting of existing utilities and construction of new utilities along or across the Project Highway in the first stage (see paragraph 4D).

6. Time and Payment Schedule

- 6.1 The total duration for preparation of the Feasibility Report and Schedules to the Concession Agreement shall be 18 weeks, excluding the time taken by the Authority in conveying its comments on the Draft Feasibility Report. The Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed. Intermittent services will be required beyond the 18th week and until the end of 52 weeks or two months after the signing of the Concession

Agreement, whichever is earlier. The man-days required for the intermittent services shall be provided by the Consultant as per the Agreement.

6.2 Time schedule for important deliverables (the “**Key Dates**”) of the Consultancy and the payment schedule linked to the specified deliverables is given below:

Key Date No.	Description of Deliverables	Week No[£].	Payment
KD1	Inception Report	2	--
KD 2	Report on Alignment (including proposed geometric improvements) and first traffic survey	8	15%
KD3	Report on Land Plan Schedules and Utility Relocation	12	10%
KD4	Report on Indicative GAD of structures (bridges, grade separators, ROB/RUBs)	13	10%
KD5	Report on Environment and Social Impact Assessment	14	10%
KD6	Draft Feasibility Report and Schedules to the Concession Agreement	16	25%
KD7	Final Feasibility Report	18 ^{\$}	20%
KD8	Completion of Services including assistance during Bid Process	52	10%
	Total		100

£ The time schedule may be suitably extended for highways exceeding 125 km.

\$ Excludes the time taken by the Authority in providing its comments on Draft Reports. The Consultant shall get one week for submission of the Final Feasibility Report after comments of the Authority are provided.

6.3 The TOR for the Consultant envisages assistance in the process of public hearings, etc. in respect of the Environment Impact Assessment (EIA) of the Project Highway specified in para 3.12. In the event that the process cannot be completed within the period specified herein for completion of Final Feasibility Report, the EIA Report may be completed and submitted to the Authority within an extended period of 6 (six) weeks after submission of the Feasibility Report. A sum equal to 5% (five percent) of the total payment due shall be withheld and paid to the Consultant upon submission of the EIA Report and environment management plan.

6.4 Mobilization Advance upto 10% of the total Agreement Value shall be paid on request against Bank Guarantee of a Scheduled Bank. This shall attract 10% simple interest per annum and shall be adjusted against the first four bills in

four equal installments and the accrued interest shall be recovered from the fifth bill.

7. Meetings

The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held in Jaipur at the Authority's office. Further, the Consultant may be required to attend meetings and conferences with pre-qualified bidders or the selected bidder. The expenses towards attending such meetings during the period of Consultancy, including travel costs and per diem, shall be reimbursed in accordance with the Financial Proposal contained in Form – 2 of Appendix - II of the RFP. The days required to be spent in Jaipur shall be computed at the rate of 8 man hours a day in case of an outstation Consultant. For a Consultant having its office in Jaipur, the time spent during meetings shall be calculated as per actuals. No travel time shall be payable except in case of an expatriate Consultant who will be entitled to claim actual travel time, subject to a maximum of 10 man hours for a return journey.

8 Consultancy Team

The Consultant shall form a multi-disciplinary team (the “**Consultancy Team**”) for undertaking this assignment. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal. Other expertise such as that required for financial analysis, pavement design, material investigation characterisation, quantity survey, social impact assessment etc. for the Project Highway shall be included in the Team either through the Key Personnel specified below or through other Professional Personnel, as necessary.

(a) Senior Highway Engineer-cum-Team Leader

Educational Qualifications	Graduate in Civil Engineering
Essential Experience	10 years in planning, project preparation and design of highway projects.
Job responsibilities	He will lead, coordinate and supervise the multi-disciplinary team. It will be his responsibility to guide the team in arriving at solutions within the constraints specified in the TOR.
Minimum time required on site	30 days

(b) Bridge Engineer

Educational Qualifications	Graduate in Civil Engineering
Essential Experience	7 years in analysis of condition of existing bridges and design of major highway bridges, flyovers, road over bridges
Job responsibilities	He will be responsible for suggesting options for retention of existing bridges or their replacement and propose preliminary design solutions under the constraints described in the TOR.
Minimum time required at site	20 days

(c) Traffic-cum-Safety Expert

Educational Qualifications	Post Graduate in Traffic and/or Transportation Engineering or Planning
Essential Experience	7 years in traffic surveys and studies, traffic safety facilities, etc. on highway projects.
Job responsibilities	He will be responsible for suggesting the broad lay out of intersections, interchanges, grade separators and assessment of traffic forecast on the Project Highway, road safety devices etc.
Minimum time required at site	20 days

(d) Surveyor

Educational Qualifications	Graduate in Civil Engineering or Diploma in Civil Engineering or Diploma in Surveying
Essential Experience	7 years experience in surveying on highway projects
Job responsibilities	He will be responsible for quick traverse survey of the alignment, cross section, 1-section, strip plan, land-use, etc. of the Project Highway.
Minimum time required at site	40 days

(e) Financial Analyst

Educational Qualifications	Post Graduate in Commerce/ Chartered Accountant or equivalent.
Essential Experience	7 years in financial analysis and modeling of infrastructure projects.
Job responsibilities	He will be responsible for financial analysis and modeling of the Project.
Minimum time required at site	2 days

(f) Environmental Expert

Educational Qualifications	Masters/Bachelor in Environmental Science or equivalent
Essential Experience	7 years in environmental studies
Job responsibilities	He will conduct the environmental impact assessment of the Project
Minimum time required at site	7 days

9. Reporting

- 9.1 The Consultant will work closely with the Authority. The Authority has established a Working Group (the “WG”) to enable conduct of this assignment. A designated Project Director of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant’s outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- 9.2 The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.
- 9.3 The Consultant will make a presentation on the inception report for discussion with the WG at a meeting. This will be a working document. The Consultant is required to prepare and submit a monthly report that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultants’ work on the TOR tasks should continue while the report is under consideration and is being discussed.
- 9.4 Regular communication with the WG and the Project Director is required in addition to all key communications. This may take the form of telephone/teleconferencing, emails, faxes, and occasional meetings.
- 9.5 The deliverables will be submitted as per schedule provided in this RFP.

10. Data and Software to be made available by the Authority

The Authority shall provide to the Consultant the following:

- (a) A copy of the Manual of Specifications and Standards for Two-laning of highways.
- (b) A copy of the Manual of Specifications and Standards for Four-laning of highways.
- (c) A copy of the Model Concession Agreement.

- (d) A copy of the Toll Rules

11. Completion of Services

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Authority in soft form apart from the reports indicated in the Deliverables (Para 4). The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy services shall stand completed on acceptance by the Authority of all the deliverables of the Consultant and issue of a certificate by the Authority to that effect.

Topographic Survey

1. The field surveys would be sufficiently detailed to meet the following objectives:
 - (i) Finalising the alignment including location of new bridges and other grade separated structures.
 - (ii) Preliminary layout of intersections and grade separators.
 - (iii) Preparation of Land Plans for acquisition of additional land where necessary.
 - (iv) Plans for shifting and relocation of utilities.

2. The field surveys shall be carried out using high precision instruments, i.e. total stations and would cover the following activities:
 - (i) Running a continuous open traverse along the existing road and realignments, wherever required to improve geometrics.
 - (ii) Collection of details for all features such as structures (bridges, culverts, etc.) utilities, existing roads, electric and telephone installations (both O/H as well as underground), huts, buildings, fencing, trees, oil and gas lines, etc. falling within the extent of survey.

3. The width of survey corridor shall be as under:
 - (i) The topographic surveys shall cover sufficient width beyond the centre line of the carriageway considering height of the embankment. The width of the survey corridor shall take into account the existing land width, realignments, service roads, if any, layout of intersections, extent of embankment and cut slopes and the general ground profile.
 - (ii) In case need for bypassing the congested locations is felt and the feasibility study for the bypass is included in the TOR, preliminary survey would be carried out along the possible alignments in order to identify and select the most suitable alignment for the bypass. The final alignment shall be got approved by the Authority. Further surveys shall be carried out along the final alignment.
 - (iii) Where existing roads cross the alignment, the survey shall extend to a minimum of 100 m on either side of the road centre line and shall be for sufficient width to allow improvements, including at grade intersection.

4. The important features of the survey conducted and the reference points taken in consideration like GPS bench mark, temporary and permanent bench marks, etc. shall be listed in appropriate formats.

Indicative List of Drawings for Schedule H of the Concession Agreement

1. Drawings of horizontal alignment, vertical profile and cross sections.
2. Drawings of cross drainage works.
3. Drawings of major intersections, interchanges, grade separators, underpasses and ROB/RUBs.
4. Drawings of toll plaza layout, toll collection systems and roadway approaching and exiting toll plaza.
5. Drawings of bus-bays and bus shelters with furniture and drainage system.
6. Drawings of truck lay byes with furniture and drainage system.
7. Drawings of road furniture items including traffic signs, pavement markings, safety barriers, etc.
8. Drawings of traffic diversion plans and traffic control measures in construction zones.
9. Drawings of road drainage measures.
10. Drawings of typical details for slope protection measures.
11. Drawings of landscaping and horticulture.
12. Drawings of pedestrian and cattle crossings.
13. Drawings of street lighting.
14. General arrangement of Base camp and Administrative Block.

Proforma - 1
ROAD INVENTORY

Date of Survey :

Section: km _____ to km _____

Chainage	Type of Terrain	Land Use @	Right of Way (m)	Roadway Width (m)	Carriageway		Shoulder		Average height of Embankment or depth of cutting (m)	Road side drain		Service Roads, if any	Remarks
					Type #	Width (m)	Type #	Width (m)		Exists (F/NF)*	Does not exist**		
1	2	3	4	5	6	7	8	9	10	11	12	13	14
km ____ to km ____													

@ Land use, indicate built-up, agriculture, barren, industrial, forest etc.

For type of carriageway/shoulder, indicate CC/BT/Metalled/Gravel/Earth

* F= Functional; NF = Non-functional

** If side drain does not exist, put a X mark.

Remarks: Indicate history of submergence or any other information of significance.
Indicate sections in built up area, sections requiring raising.

Proforma - 2

INVENTORY AND CONDITION SURVEY FOR CULVERTS

Date of Survey :

Section: km _____ to km _____

S.No.	Location (chainage)	Type of structure (RCC Box/ Slab/Pipe/ Masonry Arch)	Length (m)	Span arrangement		Width of culvert		Height above Bed level		Condition Assessment*			
				Number of Spans	Width of span (m)	Total (m)	Carriageway (m)	u/s side (m)	d/s side (m)	Box, slab, pipe, arch	Head wall	Wing wall	Return wall
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Condition Assessment		Whether waterway adequate (Yes/No)	Remarks
Parapet/ Handrail	Recommendation on widening / reconstruction etc		
15	16	17	18

* Distressed requiring reconstruction

* Not distressed, only widening required

* No widening or reconstruction required

Remarks : Indicate presence of protection works, scour etc.

A detailed note should be furnished separately for each culvert proposed for reconstruction, and/or addition of span (waterway).

Proforma - 3

**INVENTORY OF STRUCTURES
(Bridges and other Structures)**

Date of Survey :

Section: km _____ to km _____

Location (Chainage)	Year of Construction	Type of Structure			Type of Bearing	Type of Expansion Joint	Type of Wearing Coat	Whether High level Yes/No	Length (m)*	Span or viaduct arrangement		Average vertical clearance** (m)	Width of carriageway between kerbs (m)
		Super structure	Sub structure	Foundation						Number of Spans	Length of span (m)		
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Width of Footpath (m)	Whether water way adequate (Yes/No)	High flood level (HFL)	Low Water Level (LWL)	Design Discharge (cumecs)	Maximum Design velocity (m/sec)	Protection work		Remarks
						Bed	Approaches	
15	16	17	18	19	20	21	22	23

* face to face of dirt wall

** Below bottom of girder/soffit

Remarks : Indicate any other feature considered important

Proforma - 4

ROAD CONDITION SURVEY

Date of Survey :

Section: km _____ to km _____

Chainage	Visual condition of pavement (Good/Fair/ Poor)	Visual condition of shoulders (Good/Fair/ Poor)	Visual condition of roadside drains (Good/Fair/ Poor)	Visual condition of side slopes and embankment (Good/Fair/ Poor)	Length affected with shoulder drop more than 50 mm		Remarks
					LHS (m)	RHS (m)	
1	2	3	4	5	6	7	8
km 0.000 to km 1.000 km 1.000 to km 2.000							

Notes: (1) Information will be given in block of one km each, i.e. from km 0.000 to 1.000 km, 1.000 to 2.000, etc.

(2) Shoulder drop will be counted when it is more than 50 mm in depth.

Proforma - 5

**BRIDGE CONDITION SURVEY
(Bridges and other Structures)**

Date of Survey :

Section: km _____ to km _____

Location (chainage)	Type of structure	Flooding history	Condition of												Remarks*
			Bearings	Expansion joints	Wearing coat	Parapets/ Railings/crash barriers	Foundations	Abutments	Piers	Super Structure	Approach slabs	Guide bunds	Other protective works	Other items (specify)	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

- Indicate whether the structure requires widening, reconstruction, repairs and/or rehabilitation, addition of span (waterway)
- A detailed report should be furnished for each structure proposed for reconstruction and /or addition of span (increase in length).

SCHEDULE – 2
(See Clause 2.1.3)

AGREEMENT

FOR

PREPARATION OF FEASIBILITY REPORT FOR

**TWO LANING OF SUKET TO BHAWANI MANDI VIA
RAMGANJ MANDI ROADHIGHWAY**

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- Annex 1: Terms of Reference
- Annex 2: Deployment of Personnel
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AGREEMENT

Preparation of Feasibility Report for Two laning of Suket to Bhawani Mandi via Ramganj Mandi Road

AGREEMENT No. _____

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the _____ day of the month of _____ 2009, between, on the one hand, the Governor of Rajasthan acting through Rajasthan State Road Development & Construction Corporation Limited, Jaipur (hereinafter called the “**the Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, _____ (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal for Preparation of Feasibility Report (hereinafter called the “**Consultancy**”) for two laning of Suket to Bhawani Mandi via Ramganj Mandi Road highway (hereinafter called the “**Project**”);
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated _____ (the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

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

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) “Agreement” means this Agreement, together with all the Annexes;
- (c) “Agreement Value” shall have the meaning set forth in Clause 6.1.2;
- (d) “Additional Costs” shall have the meaning set forth in Clause 6.1.2;
- (e) “Confidential Information” shall have the meaning set forth in Clause 3.3;
- (f) “Conflict of Interest” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (g) “Dispute” shall have the meaning set forth in Clause 9.2.1;
- (h) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) “Expatriate Personnel” means such persons who at the time of being so hired had their domicile outside India;
- (j) “Government” means the Government of Rajasthan;
- (k) “ INR, Re. or Rs.” means Indian Rupees;
- (l) “Member”, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all of these entities;
- (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (n) “Party” means the Authority or the Consultant, as the case may be, and Parties means both of them;

- (o) “Resident Personnel” means such persons who at the time of being so hired had their domicile inside India;
- (p) “Services” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (q) “RFP” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (r) “Sub-Consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (s) “Third Party” means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award

1.2 Relation between the Parties

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

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement; in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Jaipur shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

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

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Jaipur may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the Consultant may from time to time designate by notice to the Authority;

- (b) in the case of the Authority, be given by facsimile and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Jaipur it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorised representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

General Manager

Rajasthan State Road Development and Construction Corporation Ltd.

Setu Bhawan, opp. Jhalana Doongri

Jaipur-Agra Bypass

Jaipur - 302004

Tel: 0141-2709884 Fax: 0141-2711178

1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Tel: -----

Fax: -----

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clause 2.9 hereof, this Agreement shall expire when the Services have been completed and a period of 90 (ninety)

days has elapsed after all payments due under this Agreement, have been made.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed as part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

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

2.7.3 Measures to be taken

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

2.7.4 Extension of time

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

2.7.5 Payments

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

2.7.6 Consultation

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

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than thirty (30) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in Clause 3.6 (ii) hereof, and any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

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

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

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

3.1.2 Terms of Reference

The scope of Services to be performed by the Consultant are specified in the Terms of Reference (the “**TOR**”) at Annex-1 of this Agreement. The Consultant shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

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

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and have not engaged in and shall not hereafter engage in any corrupt practice,

fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “**corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in

respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement

("Confidential Information"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 Consultant's liability towards the Authority

The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

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

3.5 Insurance to be taken out by the Consultant

- 3.5.1 (a) The Consultant shall take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as shall be specified in the Agreement and in accordance with good industry practice.
- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- (c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.

- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws.
- (b) Third Party liability insurance with a minimum coverage of Rs. 1.20 crore. (Rs. one crore twenty lakh) for the period of this Agreement.
- (c) The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.
- (d) Employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start no later than the date of commencement of Services and remain effective as per relevant requirements of the Agreement.

3.6 Accounting, inspection and auditing

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant’s costs and charges); and

- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7 Consultant's actions requiring the Authority's prior approval

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

- (a) appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that may be specified in this Agreement.

3.8 Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the Authority

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

3.9.2 The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.10 Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's any such official shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records for his satisfaction.

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4 CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-

2 of this Agreement. The estimate of Personnel costs and manday rates are specified in Annex-3 of this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to the Authority, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty percent) or one week, whichever is greater, and (ii) that the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.

4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-12) of the RFP. the Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within fourteen (14) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling

circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty percent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction would be equal to 50% (fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the mandays of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Resident Team Leader and Project Manager

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the "**Project Manager**") who shall be responsible for day to day performance of the Services.

4.7 Sub-Consultants

Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

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

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

- 6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement.
- 6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. (Rs.), which does not include the Additional Costs specified in Annex-5 (the “**Additional Costs**”).
- 6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

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

- (a) A Mobilisation Advance for an amount upto 10% (ten percent) of the Agreement Value shall be paid to the Consultant on request and against a Bank Guarantee from a Scheduled Bank in India in an amount equal to such advance, such Bank Guarantee to remain effective until the advance payment has been fully set off as provided herein. The advance outstanding shall attract simple interest @ 10% (ten per cent) per annum and shall be adjusted in four equal instalments from the first four stage payments due and payable to the Consultant, and the accrued interest shall be recovered from the fifth instalment due and payable thereafter.
- (b) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following conditions:

- (i) No payment shall be due for the next stage till the Consultant completes to the satisfaction of the Authority the work pertaining to the preceding stage.
 - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (c) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “Due Date”).
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final report and final statement shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final report and final statement by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services, the final report or final statement, as the case may be. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated.
- (e) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report and a final statement in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten percent) per annum.
- (f) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 The Authority shall retain by way of performance security (the “**Performance Security**”), 5% (five percent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of three months after the expiration of this Agreement pursuant to Clause 2.4 hereof.

7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

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

9.2 Dispute resolution

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.

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.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Principal Secretary, Public Works Department, Government of Rajasthan and the Chairman of the Board of Directors of the Consultant 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.

9.4 Arbitration

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 Board of Arbitrators 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. The venue of such arbitration shall be Jaipur and the language of arbitration proceedings shall be English.

9.4.2 There shall be a {Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators the appointment} {sole arbitrator[§] whose appointment} shall be made in accordance with the Rules.

[§] In case the Agreement Value specified in Clause 6.1.2 of this Agreement does not exceed Rs. 1 crore, a sole arbitrator shall be appointed. In case the Agreement Value specified in Clause 6.1.2 of this

9.4.3 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.

9.4.4 The Consultant and the Government agree that an Award may be enforced against the Consultant and/or the Government, as the case may be, and their respective assets wherever situated.

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.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
Consultant:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of
Government of Rajasthan

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)

In the presence of:

1.

2.

Agreement is more than Rs. 1 crore, a Board shall be appointed. Depending upon the Agreement Value, one of the two curly parentheses shall be deleted from Clause 9.4.2.

Annex -1

Terms of Reference

(Refer Clause 3.1.2)

(Reproduce Schedule-1 of RFP)

Annex - 2

Deployment of Personnel

(Refer Clause 4.2)

(Reproduce as per Form - 13 of Appendix-I)

Annex-3

Estimate of Personnel Costs

(Refer Clause 4.2)

(Reproduce as per Form-3 of Appendix-II)

Annex-4

Approved Sub-Consultant(s)

(Refer Clause 4.7.1)

(Reproduce as per Form-15 of Appendix-I)

Annex-5

Cost of Services

(Refer Clause 6.1)

(Reproduce as per Form-2 of Appendix-II)

Annex-6

Payment Schedule

(Refer Clause 6.3)

Key Date No.	Description of Deliverables	Week No.	Payment
KD1	Inception Report	2	--
KD2	Report on Alignment and first Traffic Survey	8	15%
KD3	Report on Land Plan Schedules and Utility Relocation	12	10%
KD4	Report on Indicative GAD of structures (bridges, grade separators, ROBs and RUBs)	13	10%
KD5	Report on Environment and Social Impact Assessment	14	10%
KD6	Draft Feasibility Report including Schedules to the Concession Agreement	16	25%
KD7	Final Feasibility Report	18	20%
KD8	Completion of Services including assistance during Bid Process	52	10%
	Total		100%

Notes:

1. *The above payments shall be made to the Consultant provided that the payments to be made at any time shall not exceed the amount certified by the Consultant in its Statement of Expenses.*
2. *All Reports shall first be submitted as draft reports for comments of the Authority. The Authority shall provide its comments no later than three weeks from the date of receiving a draft report and in case no comments are provided within such three weeks, the Consultant shall finalise its report. Provided, however, that the Authority may take upto four weeks in providing its comments on the Draft Feasibility Report.*
3. *Feasibility Report shall be completed in 18 weeks excluding the time taken by the Authority in providing its comments on the Draft Feasibility Report. The Consultant may take one week for submitting its Final Feasibility Report after receipt of comments from the Authority.*

4. Final payment of 10% (ten percent) shall be released upon completion of Services in their entirety, including submission of the Environmental Impact Assessment Report.

5. Mobilisation Advance upto 10% (ten percent) of the total Agreement Value shall be paid on request against Bank Guarantee of a Scheduled Bank. This shall attract 10% (ten percent) simple interest per annum and shall be adjusted against the first four bills in four equal installments and the accrued interest will be recovered from the fifth bill.

Annex- 7

Bank Guarantee for Performance Security

(Refer Clause 7.1.2)

To

Governor of Rajasthan acting through General Manager, Rajasthan State Road Development & Construction Corporation Limited, Jaipur

In consideration of General Manager, Rajasthan State Road Development & Construction Corporation Limited, Jaipur acting on behalf of the Governor of Rajasthan (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the “Agreement”) a Consultancy Services for two laning of Suket to Bhawani Mandi via Ramganj Mandi Road highway, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement.

Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees ***** crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before *** (indicate date falling 180 days after the date of this Guarantee).

Dated, the day of 20

For

(Name of Bank)

(Signature, Name and Designation of the Authorised Signatory)

Seal of the Bank:

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SCHEDULE-3

(See Clause 2.3.3)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and consultants:
 - (i) Potential consultant should not be privy to information from the Authority which is not available to others.
 - (ii) Potential consultant should not have defined the project when earlier working for the Authority.
 - (iii) Potential consultant should not have recently worked for the Authority overseeing the project.
 - (b) Consultants and concessionaires/contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or relationship with a potential concessionaire/ contractor.
 - (ii) No consultant should be involved in owning or operating entities resulting from the project.
 - (iii) No consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach to avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for

identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

APPENDIX-I

(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,
The General Manager
Rajasthan State Road Development and Construction Corporation Ltd.
Setu Bhawan, opp. Jhalana Doongri
Jaipur-Agra Bypass
Jaipur - 302004

Sub: Appointment of Consultant for preparation of Feasibility Report

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for two laning of Suket to Bhawani Mandi via Ramganj Mandi Road highway. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we/ any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or

adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of Rajasthan in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Bid Security of Rs. 25,000 (Rupees twenty five thousand) in the form of a Demand Draft is attached, in accordance with the RFP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 90(ninety) days from the Proposal Due Date specified in the RFP.
17. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
18. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly setforth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the

Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
- 21 I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

(Name and seal of the Applicant / Lead Member)

APPENDIX-I

Form-2

Particulars of the Applicant

1.1	Title of Consultancy: PREPARATION OF FEASIBILITY REPORT
1.2	Title of Project: Two laning of Suket to Bhawani Mandi via Ramganj Mandi Road highway
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
1.4	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of Authorised Signatory of the Applicant: Name: Designation: Company: Address:

	<p>Phone No.:</p> <p>Fax No.:</p> <p>E-mail address:</p>
1.5	<p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business.</p>
1.6	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non Indian company, does the company have business presence in India?</p> <p style="text-align: right;">Yes/No</p> <p>If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>

1.7	<p>Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity.</p> <p style="text-align: right;">Yes/No</p>
1.8	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?</p> <p style="text-align: right;">Yes/No</p> <p style="text-align: center;">(Signature, name and designation of the Authorised Signatory)</p> <p style="text-align: center;">For and on behalf of_____</p>

APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

The General Manager,
Rajasthan State Road Development and Construction Corporation Ltd.
Setu Bhawan, opp. Jhalana Doongri
Jaipur-Agra Bypass

Jaipur – 302004

Dear Sir,

Sub: RFP for Consultant: Two laning of Suket to Bhawani Mandi via Ramganj Mandi Road highway

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal*), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

For and on behalf of

**Please strike out whichever is not applicable*

APPENDIX-I

Form-4

Power of Attorney

Know all men by these presents, we, (name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Preparation of Feasibility Report for two laning of Suket to Bhawani Mandi via Ramganj Mandi Road highway, proposed to be developed by the Government of Rajasthan through Rajasthan State Road Development & Construction Corporation Limited, Jaipur (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2009

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 50 and duly notarised by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX-I

Form-5

Financial Capacity of the Applicant

(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Annual Revenue (Rs./US \$ in million)
1.		
2.		
3.		

Certificate from the Statutory Auditor

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

Name of Authorised Signatory:

Designation:

Name of the Audit firm:

(Signature of the Authorised Signatory of the Statutory Auditor)

Seal of the Firm

Note:

1. Please do not attach any printed Annual Financial Statement.
2. In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

APPENDIX-I

Form-6

Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments [#]
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Senior Highway Engineer cum Team Leader						
2.	Bridge Engineer						
3.	Traffic cum Safety Expert						
4.	Surveyor						
5.	Financial Analyst						
6.	Environmental Expert						

[#]Refer Form 9 of Appendix I Experience of Key Personnel

APPENDIX-I

Form-7

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than three pages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

Note: Marks will be deducted for writing lengthy and out of context responses.

APPENDIX-I

Form-8

Experience of the Applicant[#]

(Refer Clause 3.1)

S.No	Name of Project	Estimated capital cost of Project (in Rs cr./ US\$ million)	Payment ^{##} of professional fees received by the Applicant (in Rs million)
(1)	(2)	(3)	(4)
1			
2			
3			
4			
5			
6			

The Applicant should provide details of only those projects that have been undertaken by it under its own name.

Exchange rate should be taken as Rs. 40 per US \$ for converting to Rupees.

* The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

Certificate from the Statutory Auditor

This is to certify that the information contained in Column 4 above is correct as per the Accounts of the Applicant.

Name of the Authorised Signatory:

Designation:

Name of the Audit firm:

(Signature for the Authorised
Signatory of the Statutory Auditor)

Seal of the Firm

Note:

1. In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

APPENDIX-I

Form-9

Experience of Key Personnel[@]

(Refer Clause 3.1)

Name of Key Personnel:

Designation:

S.No	Name of Project	Estimated capital cost of project (in Rs cr./ US\$ million)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the project	Date of completion of project assignment	Mandays spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

@ Use separate Form for each Key Personnel.

APPENDIX-I

Form-10

Eligible Assignments of Applicant

(Refer Clause 3.1.4)

Name of Applicant:	
Name of the Project:	
Length in km or other particulars	
Description of services performed by the Applicant firm:	
Name of client and Address: (Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs cr. or US\$ million):	
Payment received by the Applicant (in Rs. million):	
Start date and finish date of the services (month/ year):	
Brief description of the project:	

Notes:

Use separate sheet for each Eligible Project.

Attach a single page summary containing the brief particulars of each project.

Exchange rate should be taken as Rs.40 per US \$ for converting to Rupees.

APPENDIX-I

Form-11

Eligible Assignments of Key Personnel

(Refer Clause 3.1.4)

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Length in km or other particulars	
Name of Consulting Firm where employed:	
Description of services performed by the Key Personnel (including designation):	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (in Rs cr. or US\$ million):	
Start date and finish date of the services (month/ year):	
Brief description of the project:	

Notes:

Use separate sheet for each Eligible Project.

Attach a single page summary containing the brief particulars of each project.

Exchange rate should be taken as Rs. 40 per US \$ for converting in Indian Rupees.

APPENDIX-I

Form -12

Curriculum Vitae (CV) of Professional Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)

7. List of projects on which the Personnel has worked

Project Name	Description of assignment performed
--------------	-------------------------------------

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

(Signature and name of the Professional)

Place.....

(Signature and name of the Authorised Signatory of the Applicant)

Notes:Use separate form for each Professional Personnel

Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-I

Form - 13

Deployment of Personnel

S.No.	Designation	Name	Man-Days (MD)		Week Numbers																			
			At Project site	Away from Project site (specify)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1.																								
2.																								
3.																								
4.																								
5.																								
6.																								
7.																								
8.																								
9.																								
10.																								
11.																								
Total Mandays																								

APPENDIX-I

Form - 14

Survey and Field Investigations

Item of Work/ Activity	To be carried out/ prepared by		Week																		
	Name	Designation.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19

APPENDIX-I

Form - 15

Proposal for Sub-Consultant

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Sub- Consultant Name: Designation: Telephone No: Email:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1.				
2.				
3.				

(Signature and name of the Authorised Signatory)

Note:

The Proposal for Sub-Consultant shall be accompanied by the details specified in Forms 12 and 13 of Appendix –I.

Use separate form for each Sub-Consultant

APPENDIX-II

FINANCIAL PROPOSAL

Form - 1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

The General Manager
Rajasthan State Road Development and Construction Corporation Ltd.
Setu Bhawan, opp. Jhalana Doongri
Jaipur-Agra Bypass

Jaipur – 302004

Dear Sir,

Subject: Appointment of Consultant for Preparation of Feasibility Report for two laning of Suket to Bhawani Mandi via Ramganj Mandi Road highway

I/We, _____ (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II

(See Clause 2.1.3)

Form - 2

Financial Proposal

Item No.	Description	Amount (Rs.)
A.	RESIDENT PERSONNEL AND LOCAL COSTS	
I	Remuneration for Resident Professional Personnel (inclusive of all personal allowances)	
II	Remuneration for Resident Support Personnel (inclusive of all personal allowances)	
III	Office Rent	
IV	Office Consumables like stationery, communication etc.	
V	Office Furniture and Equipment (Rental)	
VI	Reports and Document Printing	
VII	Surveys & Investigations	
VIII	Miscellaneous Expenses	
	Sub-total Resident Personnel and Local Costs (A):	
B.	EXPATRIATE PERSONNEL	
I	Remuneration for Expatriate Personnel (inclusive of all personal allowances)	
	Subtotal Expatriate Personnel (B):	
	Total Cost of Personnel and Local Costs (A+B):	
C.	POST REPORT CONSULTATIONS	
	2 man days each of:	
I	Senior Highway Engineer –cum-Team Leader	
II	Bridge Engineer	
III	Traffic - cum-Safety Expert	
IV	Surveyor	
V	Financial Analyst	
VI	Environmental Expert	

	Subtotal Post Report Consultations (C):	
D	SUBTOTAL OF A+B+C	
E	OVERHEAD EXPENSES @----- % of (D)	
F	SERVICE TAX	
G	TOTAL (including taxes) (D+E+F) (in Rs.) In Indian Rupees in figures in words_____	
H	ADDITIONAL COSTS (not included in evaluation)	
I	Domestic travel from firm's office to the Project Office (restricted to three return economy class air fares for each Personnel)	
II	International travel from firm's office to the Project Office (restricted to two return full fare economy class air fares for each Expatriate Personnel)	
III	Return journeys from Project Office to Authority's office to attend meetings held by the Authority (provide indicative amount for three return fares)	
	Total of Additional Costs (H)	
J	TOTAL COST OF THE CONSULTANCY (G+H) In Indian Rupees in Figures In Words_____	

Note:

1. The financial evaluation shall be based on the above Financial Proposal, excluding Additional Costs. The total in Item G shall, therefore, be the amount for purposes of evaluation. Additional Costs in Item H shall not be reckoned for purposes of financial evaluation.
2. Estimate of Costs for Item A I, A II and B I shall be as per Form- 3.
3. Miscellaneous Expenses in Item A VIII shall not exceed 15% (fifteen percent) of the total amount in Item D.
4. Domestic Air Fare in Item H I shall not be payable to the Consultant's Personnel who are normally stationed in Rajasthan.

5. All costs shall be reimbursed on production of a Statement of Expenses, duly certified by the Authorised Representative. However, no details of expenditures would be sought for overhead expenses, which will be reimbursed in proportion to the total expenses under Item D.
6. The reimbursement of expenses shall be limited to the amounts indicated above.
7. Savings of upto 20% (twenty percent) under any head of expenditure specified in the summary of Financial Proposal may be reappropriated by the Consultant and added to any other head of expenditure, subject to a ceiling of 10% (ten percent) in respect of the recipient head of expenditure. Upon Notification of such reappropriation to the Authority, the Financial Proposal shall be deemed to be amended, and payment shall be made accordingly.
8. No escalation on any account will be payable on the above amounts.
9. Insurance and any other charges not shown here are considered included in the man day rate/ overhead/ miscellaneous expenses.
10. The Authority may require the Key Personnel to visit the Project/ the Authority's offices for further consultations after their Report has been accepted. The cost (remuneration including personal allowances) of 2 man days of each Key Personnel is included in the Financial Proposal. The Authority may require upto 12 extra days of consultation with any or all Key Personnel on payment of additional charges. For any increase as compared to the aforesaid 2 days, payment shall be computed solely on the basis of relevant man day rates specified in the financial proposal. In all cases, return full fare economy class airfare shall be reimbursed in addition, as per actuals.
11. The Authority may require Professional Personnel to visit the Project/the Authority's offices for further consultations or undertake desk work after the report has been accepted. The additional costs on this account shall be paid to the Consultant as per agreed man day rates and economy return airfare as per actuals shall also be reimbursed. However, the total number of additional mandays requisitioned hereunder shall not exceed 120.
12. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
13. For the purposes hereof "**Statement of Expenses**" means a statement of the expenses incurred on each of the heads indicated in the Financial Proposal; provided that in relation to expenses on Personnel, the Statement of Expenses shall be accompanied by the particulars of Personnel and the mandays spent on the Consultancy.

APPENDIX-II

Form - 3

Estimate of Personnel Costs

ID No.	Position	Name	Manday Rate (Rs.)	Total Man Days	Amount (Rs.)
A I. Remuneration for Resident Professional Personnel (including all personal allowances)					
Total					
A II. Remuneration for Resident Support Personnel (including all personal allowances)					
Total					
B I. Remuneration for Expatriate Personnel (including all personal allowances)					
Total:					

