CHAPTER 1

INTRODUCTION

Invitation of Proposal for providing Project Management Consultancy Services for the work of "Construction of Service road, Treatment to Existing service road, Providing C. C. Parapet wall along with additional earthwork of the Miyagam and Vadodara Br Canal

Date: ______ May. 2016.

To,

___________________________

___________________________

Selection of a Consultant for Providing Project Management Consultancy Services to SSNNL for the work of – "Construction of Service road, Treatment to Existing service road, Providing C. C. Parapet wall along with additional earthwork of the Miyagam and Vadodara Br Canal

1. Sardar Sarovar Project:

1.1. The Sardar Sarovar (Narmada) Project is a multipurpose river valley project on the west flowing river Narmada in Gujarat State located along the west coast of India.

The project is expected to provide irrigation benefits to a gross area of about 3.43 million hectares, and has hydropower of 1450 MW (installed capacity) and also provides partial flood control. The project is estimated to cost about Rs. 39240 Crores as of 2008-2009. The key features of the Project are as under:

<table>
<thead>
<tr>
<th>Dam</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Length of main concrete gravity dam</td>
<td>1210.00 m</td>
</tr>
<tr>
<td>2</td>
<td>Maximum height above deepest foundation level</td>
<td>163.00 m</td>
</tr>
</tbody>
</table>
### Dam

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Top R.L. of dam.</td>
<td>146.50 m</td>
</tr>
<tr>
<td>4</td>
<td>Catchments area of river above dam site</td>
<td>88,000 Sq. km</td>
</tr>
<tr>
<td>5</td>
<td>Live storage capacity 0.58M.Ha.m</td>
<td>(4.7 MAF)</td>
</tr>
<tr>
<td>6</td>
<td>Length of reservoir</td>
<td>214.00 km</td>
</tr>
<tr>
<td></td>
<td>Maximum width</td>
<td>16.10 km</td>
</tr>
<tr>
<td></td>
<td>Average Width</td>
<td>1.77 km</td>
</tr>
<tr>
<td>7</td>
<td>Spillway gates</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Chute Spillway</td>
<td>7 Nos. 60' x 60'</td>
</tr>
<tr>
<td></td>
<td>Service Spillway</td>
<td>23 Nos. 60' x 55'</td>
</tr>
<tr>
<td>8</td>
<td>Spillway Capacity</td>
<td>84949.25 cumecs (30 lakh cusecs)</td>
</tr>
</tbody>
</table>

### Power Houses

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>River bed power house</td>
<td>1200 MW</td>
</tr>
<tr>
<td>2</td>
<td>Canal head power house</td>
<td>250 MW</td>
</tr>
</tbody>
</table>

### Canal System

#### Main Canal

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Full supply level (F.S.L.) at H.R.</td>
<td>91.44 m (300 ft)</td>
</tr>
<tr>
<td>2</td>
<td>Length up to Gujarat - Rajasthan border</td>
<td>458.00 km</td>
</tr>
<tr>
<td>3</td>
<td>Base width in head reach</td>
<td>73.01 m</td>
</tr>
<tr>
<td>4</td>
<td>Full supply depth (F.S.D.) in head reach</td>
<td>7.60 m</td>
</tr>
<tr>
<td>5</td>
<td>Design discharge capacity</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(1) In head reach</td>
<td>1133 cumecs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(40,000 cusecs)</td>
</tr>
<tr>
<td></td>
<td>(2) At Gujarat-Rajasthan border</td>
<td>71 cumecs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(2,500 cusecs)</td>
</tr>
</tbody>
</table>

### Distribution System

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Numbers of Branches</td>
<td>38</td>
</tr>
<tr>
<td>Dam</td>
<td>Length of distribution system network</td>
<td>66000 km</td>
</tr>
<tr>
<td>-----</td>
<td>--------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td></td>
<td>Culturable Command Area</td>
<td>18.45 lakh hectares</td>
</tr>
</tbody>
</table>

1.2. **Schematic map showing the canal network:**

![Schematic map showing the canal network](image)

1.3. **Details of Phase-1:**

- Phase-1 of Narmada Project covers 4,46,609 ha between rivers Narmada and Mahi. This area is divided into 52 Blocks. Total CCA 4,46,609 ha covers five districts i.e. Narmada, Bharuch, Chhotaudepur, Vadodara and Panchmahal covering 1201 villages.

- The Phase-1 covers 14 Branch Canals off taking from Narmada Main Canal from Ch 0km to 144.5 km and 11 Sub Branch Canal off takes from Branch Canal. The Total length of 25 Branch canals is 656.91 km. The works of
Branch canals are completed in 2002-03. The expenditure incurred is Rs. 297.74 Crore

- 201 Nos of distributory offtakes from Branch Canals having length of 1101.50 km. The works of distributories are completed in upto 2008-09. The expenditure incurred is Rs. 292.37 Crore

- 1235 Nos of minors off takes from Distributories and Branch Canals having length of 4321 km. The works of Minors having length of 4289 km are completed and remaining 32 km will be completed by March-17. The expenditure incurred is Rs. 427 Crore

The Irrigation is started since 2002-03 in completed Branch, Distry and Minors.

2. **Objective of the Assignment:**

Sardar Sarovar Narmada Nigam Limited (SSNNL), the implementing agency of Sardar Sarovar Project is a wholly owned Govt. of Gujarat Undertaking.

SSNNL has decided to undertake the work of Construction of Service road, Treatment to Existing service road, Providing C. C. Parapet wall along with additional earthwork (Miyagam Branch Canal from ch 0.0 km to 62.50 km) with O & M for five years under SSP phase-1 and work of Construction of Service road, Treatment to Existing service road, Providing C. C. Parapet wall along with additional earthwork (Vadodara Branch Canal from ch 0.0 km to 67.44 km) with O & M for five years under SSP phase-1.

Whole work has been divided into 2 slices, under the jurisdiction of the the Executive Engineers, N P Canal Dn. No.5 Karjan and Executive Engineers N P Canal Dn. No.10 Vadodara having their offices located in Vadodara, and Karjan in Gujarat.

The contractors for all the above packages have been selected through a competitive bidding process and the work would be implemented in accordance with the terms and conditions of the Item Rate tender.
In pursuance of above, and with a view to ensure quality assurance, timely completion of the work within the determined costs and without any time and cost overrun, SSNNL has decided to outsource the Project Management Consultancy to the qualified, technically competent and experienced firms who have proven track record in the field of highway projects.

3. **Request for Proposal:**

SSNNL invites Proposals for selection of a Project Management Consultant who shall provide consultancy services to SSNNL for quality-efficient and time bound implementation of the work. The consultancy work shall broadly include construction supervision, quality assurance in accordance with the Terms of Reference (the “TOR”) specified at Schedule – 1.

SSNNL intends to select the Consultant through [an open competitive bidding / limited tender enquiry process] in accordance with the procedure set out herein.

4. **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 Work site, sending written queries to the employer, and attending a Pre-proposal conference on the date and time specified in clause 1.10.

5. **Sale of RFP Document:**

5.1 The RFP document is available in electronic form 26.05.2016 on the web site www.ssnnl.nprocure.com. Interested bidder can view this bid document online. Bidders who are interested in bidding for the work can view this bid document online. Bidders who are interested in bidding for the works can download the documents from the said web site up to
18:00 Hrs on 23.06.2016. Those bidders who wish to have the hard copy (Printed Version) of the Bidding Documents can download the same and take the printout of the same for their use.

5.2 Bidder who wish to submit their offer shall pay INR 10,000/- (Ten Thousand) nonrefundable in the form of Account Payee Demand Draft in favour of ‘Sardar Sarovar Narmada Nigam Ltd., Gandhinagar payable at Gandhinagar drawn on any schedule bank listed by the Reserve Bank of India including the cooperative bank approved by the Finance Department of Government of Gujarat and SSNNL.

6. **Validity of the Proposal:**
The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (extended if any) (the “PDD”)

7. **Preparation of Technical & Financial Proposals:**

7.1 The Techno-Financial Proposal must be submitted online on website [www.ssnl.nprocure.com](http://www.ssnl.nprocure.com) not later than the submission date shown in the data sheet given in Chapter 2. Instructions for preparation of Proposal are provided in detail in Chapter 2. The Criteria and sub-criteria to be applied by the Sardar Sarovar Narmada Nigam Limited for evaluation of technical and financial proposals are mentioned in Chapter 3. The necessary Forms for submission of Proposal are provided at Appendix-I and Appendix-II.

7.2

8. **Brief description of the Selection Process**

SSNNL has adopted a two stage selection process in evaluating the Proposals comprising technical and financial bids to be submitted online. In the first stage, a technical evaluation will be carried out as specified in clause 3.1. Based on this 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 on Quality and Cost Based Selection (QCBS).**
9. **Pre-Proposal Site-visit:**

Prospective applicants may visit the site and review the available data at any time prior to PDD. All communications for such purpose may be addressed to the nodal officer specified below:

- For Construction of Service road, Treatment to Existing service road, Providing C. C. Parapet wall along with additional earthwork (Miyagam Branch Canal from ch 0.0 km to 62.50 km) with O & M for five years under SSP phase-1
  Executive Engineer, N.P.Canal Dn No-5 Karjan.
- For Construction of Service road, Treatment to Existing service road, Providing C. C. Parapet wall along with additional earthwork (Vadodara Branch Canal from ch 0.0 km to 67.44 km) with O & M for five years under SSP phase-1
  Executive Engineer, N.P.Canal Dn No-10 Vadodara.

10. **Address for Communication and Submission:**

All communications including the submission of Proposal should be addressed as given hereunder. You are requested to ensure that the **Technical Proposal** is to be submitted online before PDD as well as physically on the next day of PDD and **Financial Proposal** is to be submitted online before PDD. You should submit **two hard copies and two CD-ROMs of the Technical Proposal “Official Documents”** with the RFP Notice No., Name of the Consultancy/Project and clear identification of the contents on the envelope and submit on the next working day of the last date of bid submission online, between 11.00 hrs to 18.00 hrs to:

The Chief Engineer (CPC)
Sardar Sarovar Narmada Nigam Limited,
Block No. 12, 6th Floor, New Sachivalaya Complex,
Gandhinagar (Gujarat) – 382 010
Phone: +91 79 23252734 Fax: +91 79 23223056
e-mail: eecpc3@gmail.com, cecpcssnsl@gmail.com,
11. **Mode of physical Submission:**

The technical and financial proposal shall be submitted online. One hard copy of the Technical Bid only along with supporting documents shall be submitted at the time of submission of EMD, Tender fee etc. to the office of Executive Engineer (CPC – 3), Floor No.-6, New Sachivalaya Complex, Gandhinagar-382010, (Ph. No.-079-23252734) from 11:00 to 18:00 Hrs on 24.06.2016.

**Purchase of Demand Draft for Tender Fee** shall be made on or before the date of online submission of bids.

12. **Schedule of Selection Process:**

SSNNL would endeavor to adhere to the following schedule:

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Event Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Last Date for receiving queries / clarifications</td>
<td>09-06-2016 up to 18.00 hrs</td>
</tr>
<tr>
<td>2.</td>
<td>Pre-proposal conference</td>
<td>10-06-2016 at 12.00 hrs</td>
</tr>
<tr>
<td>3.</td>
<td>SSNNL response to queries</td>
<td>15-06-2016</td>
</tr>
<tr>
<td>4.</td>
<td>Proposal Due Date (PDD)</td>
<td>23-06-2016 up to 18.00 hrs</td>
</tr>
<tr>
<td>5.</td>
<td>Expected date for opening of Technical Proposal</td>
<td>27-06-2016 at 11.00 hrs</td>
</tr>
<tr>
<td>6.</td>
<td>Expected date for public opening of Financial Proposal</td>
<td>05-07-2016 at 11.00 hrs</td>
</tr>
<tr>
<td>7.</td>
<td>Validity of Proposals</td>
<td>180 days from PDD(Extended if any)</td>
</tr>
</tbody>
</table>

13. **Consultancy Contract:**

Selected consultant will have to sign the Consultancy Agreement/Contract with Sardar Sarovar Narmada Nigam Limited (SSNNL) as contained in this document.

14. **Professional Team:**

Consultants shall propose separate and dedicated professional team as per the TOR. No restructuring will be allowed except with the written permission of the SSNNL.
15 **Award of Contract:**

The competent authority of SSNNL reserves its absolute and unquestionable authority to award the work or cancel the bid process.

16 **Clarifications:**

After the issuance of this Letter of invitation and before submission date of proposals, the SSNNL may, if necessary, reply to your written request for clarifications concerning the proposed services and copy of the same reply to all short listed firms. However, any delay caused by seeking such clarification will not be considered a reason for extending the submission date for your proposal.

It should be clearly understood that the SSNNL will not reimburse any cost incurred by the consultants for the preparation of proposals, site visit, collection of information, or on selection for contract negotiations.

17 **Pre-Proposal Conference:**

A Pre-proposal conference is scheduled on dt.10-06-2016 at 12.00 hrs. at the Committee Room of Sardar Sarovar Narmada Nigam Limited, Block No. 12, 3rd Floor, New Sachivalaya Complex, Gandhinagar. The short listed consultants desirous of participating in the pre-bid conference may kindly confirm their participation to the contact officer mentioned hereinabove.

18 **Extension of Assignment:**

The Item rate contracts for which Project Management Consultancy (PMC) is to be assigned will have a performance period as listed in deployment schedule(Table-1). These contracts may get extended on bona fide grounds. Such extension of time will be at the discretion of SSNNL. In such a case, the PMC assignment will also be extended on mutual agreement. During the extended period, the consultant shall provide the services and deploy his staff as per mutual agreement. During this period,
the PMC consultant’s total lump-sum price will be increased by adding 8% (eight percent) per annum of the total lump-sum price as per the accepted financial proposal.

19 Consultants are requested to acknowledge receipt of this letter within five days of receipt to officer nominated hereinabove by email or facsimile with clear indication whether consultant intends to submit a proposal or not.

Chief Engineer (CPC), SSNNL
# CHAPTER – 2

**INSTRUCTION ON PREPARATION OF PROPOSAL**

## 1. **DATA SHEET**

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name of Employer</strong></td>
<td>Sardar Sarovar Narmada Nigam Limited (SSNNL), Gandhinagar</td>
</tr>
<tr>
<td><strong>Name of Assignment/Consultancy</strong></td>
<td>Selection of a Consultant for Providing Project Management Consultancy Services to SSNNL for the work of – &quot;Construction of Service road, Treatment to Existing service road, Providing C. C. Parapet wall along with additional earthwork of the Miyagam and Vadodara Br Canal&quot;</td>
</tr>
<tr>
<td><strong>Type of Proposal Submission and method of Selection</strong></td>
<td>Submission of Financial Proposal is to be Online and Technical Proposal is online as well as physically. <strong>Quality &amp; Cost Based Selection (QCBS)</strong></td>
</tr>
<tr>
<td><strong>Pre-Proposal Conference</strong></td>
<td>A pre-proposal conference will be held on Date: 10-06-2016 Time: 12.00 hrs Venue: Committee Room of Sardar Sarovar Narmada Nigam Limited, Block No. 12, 3rd Floor, New Sachivalaya Complex, Gandhinagar</td>
</tr>
<tr>
<td><strong>Language of Proposal</strong></td>
<td>Proposals shall be submitted in English language</td>
</tr>
<tr>
<td><strong>Amount of Bid security/Earnest Money Deposit</strong></td>
<td>Rs. One (1) lakh (Rs. 100,000) Payable in favour of &quot;<em>Sardar Sarovar Narmada Nigam Ltd</em>&quot;</td>
</tr>
<tr>
<td><strong>Submission Date of Technical &amp; Financial Proposal</strong></td>
<td>Proposals must upload online not later than Date: 23-06-2016 up to 18.00 hrs.</td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Expected date of opening of Technical Proposal</strong></td>
<td>Date: 27-06-2016 @12.00 hrs.</td>
</tr>
<tr>
<td><strong>Expected date for public opening of Financial Proposal</strong></td>
<td>Date: 05-07-2016 on 12.00 hrs.</td>
</tr>
<tr>
<td><strong>Expected date and address for contract negotiations</strong></td>
<td>Date:</td>
</tr>
<tr>
<td><strong>Expected date for commencement of consulting services</strong></td>
<td>Date:</td>
</tr>
<tr>
<td><strong>Representative / Contact Person &amp; Address of the Implementing Agency</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Inputs to be provided by the Sardar Sarovar Narmada Nigam Limited (SSNNL)</strong></td>
<td></td>
</tr>
</tbody>
</table>
| – Certified copies of all the works contracts along with the technical bid, price bid, general conditions of contract, work specifications, terms of payment and all other relevant data relating to the item rate contracts awarded by SSNNL to the contractor for the applicable packages.  
– Detailed engineering designs, drawings provided to the works contractor |
| **Validity of Proposal** | Proposal must remain valid for a period of 180 days from the Proposal Due Date (PDD). |
| **Clarifications on RFP** | The consultants may request for clarifications on the RFP and the TOR to the contact person nominated hereinabove not later than 26-10-2016. |
| **Minimum technical score required for technical qualification** | Applicant firm must score a minimum technical score \((S_t)\) of 200 marks out of 250 |
Formulas for determining the Financial scores

\[ S_f = 100 \times \frac{F_m}{F}, \]

where \( S_f \) is the financial score, \( F_m \) is the lowest price and \( F \) the quoted price of proposal under consideration. The weights given to Technical and Financial proposals are: \( T_p = 0.70 \) and \( F_p = 0.30 \)

**Association of short listed consultant with other short listed consultants – whether permitted?**

Not Permitted

**Amounts payable by the SSNNL to the consultant under the contract – whether subject to local taxation?**

Yes – SSNNL will reimburse service tax as per GOI guideline. Other taxes shall be borne by the Consultant.

### Contract Package: Bid Package-1

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Slice</th>
<th>Name of Work</th>
<th>Estimated Tender amount Rs. In Lacs</th>
<th>Name of Division</th>
<th>Contract Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1.</td>
<td><strong>Slice-1</strong> Construction of Service road, Treatment to Existing service road, Providing C. C. Parapet wall along with additional earthwork (Miyagam Branch Canal from ch 0.0 km to 62.50 km) with O &amp; M for five years under SSP phase-1</td>
<td>3841.1</td>
<td>N P Canal Dn. No.5 Karjan</td>
<td>9 Months</td>
</tr>
<tr>
<td>2</td>
<td>2.</td>
<td><strong>Slice-2</strong> Construction of Service road, Treatment to Existing service road, Providing C. C. Parapet wall along with additional earthwork (Vadodara Branch Canal from ch 0.0 km to 67.44 km) with O &amp; M for five years under SSP phase-1</td>
<td>4064.56</td>
<td>N P Canal Dn. No.10 Vadodara</td>
<td>9 Months</td>
</tr>
</tbody>
</table>
2. **INSTRUCTIONS TO APPLICANT CONSULTANTS**

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 Consultant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process. The term Applicant Consultant (the “Applicant Consultant”) means the Sole Firm / Company, 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 Applicant Consultants are advised that the selection of Consultant shall be on the basis of an evaluation by the SSNNL through the Selection Process specified in this RFP. Applicant Consultants 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 SSNNL’s decisions are without any right of appeal whatsoever.

2.1.3 The Applicant Consultant 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-1 at Appendix-I and the Financial Proposal shall be submitted in the Form-1 at Appendix-II. Upon selection, the Applicant Consultant shall be required to enter into an agreement with the SSNNL in the form specified at Schedule - II.

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:
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Designation</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Team Leader Cum Contract Administrator</td>
<td>He will lead, co-ordinate and supervise the multi-disciplinary team involved in providing Project Management Services. He will interact and coordinate with the construction contractors as well as the SSNNL’s Engineer-in-charge and will be responsible for the overall performance and administration of the Consultant’s team for successful management of the project. He will be responsible for interpreting the clauses of Contracts and resolving disputes if any due to difference in interpretations, contract correspondence etc.</td>
</tr>
<tr>
<td>2</td>
<td>Resident Engineer</td>
<td>He will be responsible to supervise all the activities at the site and assist team leader with review of Contractors’ activities, work programme, strictly monitor the progress of work for timely completion of work in consultation with the SSNNL’s Engineer-in-charge. He will also be responsible for maintaining complete record of quantities of materials procured and used in the work.</td>
</tr>
<tr>
<td>3</td>
<td>Field Engineer (Quality)</td>
<td>He will be responsible for total quality control and quality assurance of all the components of the project as per work specifications contained in the construction contract, relevant Bureau of Indian standard codes of practices, standard engineering practices.</td>
</tr>
<tr>
<td>4</td>
<td>Field Engineer (Works)</td>
<td>He will be responsible to the team leader and the Resident Engineer for supervision and monitoring of construction work for all the activities at the site in consultation with the SSNNL’s Engineer-in-charge.</td>
</tr>
</tbody>
</table>
2.2 Conditions of Eligibility of Applicant Consultants

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

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

(A) **Technical Capacity**: The Applicant Consultant shall have, over the past 5 (five) years preceding Proposal Due Date (PDD), completed a minimum of 1 (one) Eligible Assignment as specified in Clause 3.1.4.

(B) **Financial Capacity**: The Applicant Consultant shall have received a minimum income of Rs. 20 (twenty) crore per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant Consultant 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. All the key personnel should not have age more than 62 yrs.

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Key Personnel</th>
<th>Educational Qualification</th>
<th>Length of professional Experience</th>
<th>Experience on eligible assignments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Team Leader</td>
<td>Graduate in Civil Engineering from a recognized university/institute</td>
<td>15 years</td>
<td>He should have led a project management consultancy</td>
</tr>
<tr>
<td>Sr. No.</td>
<td>Key Personnel</td>
<td>Educational Qualification</td>
<td>Length of professional Experience</td>
<td>Experience on eligible assignments</td>
</tr>
<tr>
<td>---------</td>
<td>----------------</td>
<td>---------------------------</td>
<td>----------------------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>2</td>
<td>Resident Engineer</td>
<td>Graduate in Civil Engineering from a recognized university/institute</td>
<td>7 years</td>
<td>He should have worked as a Project Engineer/Resident Engineer on minimum one Eligible Assignment.</td>
</tr>
<tr>
<td>3</td>
<td>Field Engineer (Quality)</td>
<td>Graduate / Diploma in Civil Engineering from a recognized university/institute</td>
<td>5 years for Graduate Engineer and 10 years for Diploma Engineer</td>
<td>He should have worked as a quality control engineer on minimum one Eligible Assignment.</td>
</tr>
<tr>
<td>4</td>
<td>Field Engineer (Works)</td>
<td>Graduate / Diploma in Civil Engineering from a recognized university/institute</td>
<td>5 years for Graduate Engineer and 10 years for Diploma Engineer</td>
<td>He should have worked as a site/field engineer on minimum one Eligible Assignment.</td>
</tr>
</tbody>
</table>

2.2.3 The Applicant Consultant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant Consultant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant Consultant.

2.2.4 The Applicant Consultant should submit a Power of Attorney as per the
format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant Consultant, in case the Applicant Consultant is a partnership firm or limited liability partnership.

2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory SSNNL or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.2.6 An Applicant Consultant or its Associate 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, SSNNL or a judicial pronouncement or arbitration award against the Applicant Consultant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant Consultant or its Associate.

2.2.7 While submitting a Proposal, the Applicant Consultant 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, Applicant Consultants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

SSNNL policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the SSNNL’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

2.3.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below.

a) A firm that has been engaged by the SSNNL to provide
goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm’s consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

b) A Consultant (including its Personnel and Sub Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

The Consultant shall be aware of its obligations under the Contract to

i) notify the SSNNL of any Personnel including Sub consultant’s Personnel assigned to provide the Services under the Contract who is a former SSNNL staff member and to warrant that the said former SSNNL staff member is not subject to any work restrictions by virtue of such former employment with the SSNNL. For purposes of this clause, SSNNL staff members are defined as current and retired SSNNL employees, and individuals that have worked for the SSNNL with at least one of the following types of appointments: Short Term Consultant (STC), Short Term Temporary (STT), Extended Term Consultant (ETC), Extended Term Temporary (ETT) or Junior Professional Associate (JPA);
ii) use its best efforts not to assign any Personnel (including Sub consultant’s Personnel) to the Contract who are relatives of current SSNNL staff, and in the event that the SSNNL or Consultant discovers that any Personnel is a close relative of a current SSNNL staff member, to promptly replace the said Personnel at no cost to the SSNNL with an individual having equivalent skills. For purposes of this clause, a relative is defined as (including those related by adoption and/or step or half relationships): Mother, Father, Sister, Brother, Son, Daughter, Aunt, Uncle, Niece and Nephew, and

iii) confirm, at the time of signing the Contract, that the Consultant is not knowingly advising any “outside party,” defined to mean an individual or firm (A) with which the SSNNL is engaged in a formal dispute (i.e., the outside Party is suing or has been sued by the SSNNL), (B) who is being investigated by the SSNNL for fraud or corruption, or is ineligible to be awarded a SSNNL-financed contract because of fraud or corruption, or (C) whose complaint against a procurement decision is under review by the SSNNL.

2.3.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the SSNNL, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

2.3.3 No agency or current employees of SSNNL shall work as Consultants under their own departments or agencies. Recruiting former government employees or SSNNL retired officers to work for SSNNL is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without
pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the SSNNL by the Consultant as part of his technical proposal.

2.3.4 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the SSNNL shall make available to all the Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

2.4 **Number of Proposals**

No Applicant Consultant or its Associate shall submit more than one Application for the Consultancy services to be provided for one Package. An Applicant Consultant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be for the same Package.

2.5 **Cost of Proposal**

The Applicant Consultants 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 SSNNL, Project site etc. The SSNNL 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**

Applicant Consultants 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 SSNNL, Applicable Laws and regulations or any other matter considered relevant by them. Visits shall be organized for the benefit of prospective Applicant Consultants on dates, time and venue as specified in Clause 1.9.

2.7 **Acknowledgement by Applicant Consultant**
2.7.1 It shall be deemed that by submitting the Proposal, the Applicant Consultant has:

(a) made a complete and careful examination of the RFP;
(b) received all relevant information requested from the SSNNL;
(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 SSNNL 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 there under;
(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 SSNNL shall not be liable for any omission, mistake or error on the part of the Applicant Consultant 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 SSNNL.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the SSNNL 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 Without prejudice to the generality of Clause 2.8.1, the SSNNL reserves the right to reject any Proposal if:

(a) at any time, a material misrepresentation is made or discovered, or
(b) the Applicant Consultant does not provide, within the time specified by the SSNNL, the supplemental information sought by the SSNNL for evaluation of the Proposal.
Misrepresentation/ improper response by the Applicant Consultant may lead to the disqualification of the Applicant Consultant. If the Applicant Consultant 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 Consultant gets disqualified / rejected, then the SSNNL reserves the right to consider the next best Applicant Consultant, or take any other measure as may be deemed fit in the sole discretion of the SSNNL, 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  Invitation of Proposal
2  Instructions to Applicant Consultants
3  Criteria for Evaluation
4  Fraud and corrupt practices
5  Pre-Proposal Conference
6  Miscellaneous

Schedules
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: Cost of Services
   ANNEX 5: Payment Schedule
   ANNEX 6: Bank Guarantee for Performance Security
Appendix-I: Technical Proposal

Form - 1: Technical Proposal Submission Form
Form - 2: Particulars of the Applicant
Form - 3: Statement of Legal Capacity
Form - 4: Power of Attorney
Form - 5: Financial Capacity of the Applicant
Form - 6: Particulars of Key Personnel
Form - 7: Proposed Methodology and Work Plan
Form - 8: Abstract of Eligible Assignments of the Applicant
Form - 9: Abstract of Eligible Assignments of Key Personnel
Form - 10: Eligible Assignments of Applicant
Form - 11: Eligible Assignments of Key Personnel
Form - 12: CV of Key Personnel
Form - 13: Deployment of Personnel

Appendix-II: Financial Proposal

Form FIN - 1 – Covering Letter
Form FIN - 2 – Total Lump-sum Cost
Form FIN - 3 – Cost of Services
Form FIN - 4 – Estimate of Personnel Costs

2.10 Clarifications

2.10.1 Applicant Consultants requiring any clarification on the RFP may send their queries to the SSNNL in writing before the date mentioned in the Schedule of Selection Process at Para 7 of Chapter 1. The envelopes shall clearly bear the following identification: “Queries/Request for Additional Information concerning RFP for.” The SSNNL shall endeavor to respond to the queries within the period specified therein but not later than 15 (fifteen) days prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The SSNNL will post the reply to all such queries on the Official Website and copies
thereof will also be circulated to all Applicant Consultants who have purchased the RFP document without identifying the source of queries.

2.10.2 The SSNNL reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the SSNNL 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 SSNNL may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant Consultant, 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 Applicant Consultants (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 Applicant Consultants 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 Applicant Consultants.

2.11.3 In order to afford the Applicant Consultants a reasonable time for taking an amendment into account, or for any other reason, the SSNNL 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 Consultant shall provide all the information sought under this RFP. The SSNNL would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Applicant Consultant 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 Consultant shall submit 2 (two) copies of the Proposal, along with Documents, marked “COPY”. In the event of any discrepancy between the original and its copies, the original shall prevail.

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

a) by the proprietor, in case of a proprietary firm; or
b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
d) by the authorized 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 Consultant and notarized by a notary public in the Form-4 at Appendix-I shall accompany the Proposal.
2.13.4 The Proposal and its copy shall be typed or written in indelible ink and Applicant Consultants should note the Proposal Due Date, as specified in Chapter 1, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the SSNNL, 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. Applicant Consultants 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 SSNNL reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

2.14 **Technical Proposal**

2.14.1 Applicant Consultants shall submit the technical proposal in the Proforma 1 at Appendix-I (the “**Technical Proposal**”).

2.14.2 While submitting the Technical Proposal, the Applicant Consultant 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, if applicable, is executed as per Applicable Laws;
(d) CVs of all Professional Personnel have been included;
(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 and dated in blue ink by the respective Personnel and countersigned by the Applicant Consultant. 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 62 (sixty two) 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 shall make the Proposal liable to be rejected.

2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the SSNNL for a period of 5 (five) years. The award of this Consultancy to the Applicant Consultant 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 2.1.4 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 such Professional Personnel, if any, should also be submitted in the Form-12 at Appendix-I.
2.14.7 Sub-Consultants will not be permitted in any case.

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

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 Consultant or the Applicant Consultant has made material misrepresentation or has given any materially incorrect or false information, the Applicant Consultant 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 Selected Applicant Consultant 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 SSNNL without the SSNNL being liable in any manner whatsoever to the Applicant Consultant or Consultant, as the case may be.

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

**2.15 Financial Proposal**

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

2.15.1 Applicant Consultants shall submit the financial proposal in the Form FIN-1 to Form FIN - 4 of Appendix-II (the “Financial Proposal”) clearly
indicating the total lump-sum cost of the Consultancy (Form FIN-2 of Appendix-II) only online on ssnnl.nprocure.com. No financial proposal shall be submitted in physical form.

2.15.2 Financial Proposal shall be read in conjunction with the TOR (Scope of Services) and RFP, Clarifications, set forth applicable to the respective Packages/Slices.

2.15.3 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.

2.15.4 The lump sum prices and other rates of the PMC Bidder set forth herein shall be inclusive of all costs, risk and expense, head office and site office overheads, profit and/or fee related to the satisfactory performance and completion of the work and all taxes and duties (excluding service tax).

2.15.5 The lump-sum prices and other rates shall include but not limited to any and all costs related to Project Management, day to day supervision on 24X7 basis, attendance at all meetings with the SSNNL and Item Rate Contractors (whether at SSNNL’s premises, SSNNL’s nominated location or the PMC’s Premises and Item Rate Contractor’s Site / Campus, inspection, witnessing 100% tests carried out by the Item Rate Contractors as per construction contract, additional 10% Conformity Testing and quality assurance/quality control as Third Party Quality Inspection Agency, contract administration, project scheduling, controlling and monitoring, progress monitoring, project financial monitoring, witnessing and approving Performance Tests and Commissioning Tests as more particularly described in the construction contract documents, TOR, and elsewhere in the RFP as per the requirement of the respective construction contract documents.
2.15.6 The quoted price of the bidder shall include, but not limited to the following:

1. Wages / Salaries, benefits, payroll, incentives, all the allowances, bonus, medical expenses, overtime, charges for working on holidays and all other costs or expenses of any type or kind whatsoever which directly or indirectly relate to accomplishing the work and complying in full with the provisions of the construction contract of the respective Packages/Slices and which are not otherwise set forth or referred to in the contract as a reimbursable expenses under Form FIN-2 of the Financial Proposal.

2. Head Office and Site Office / Project Office overhead costs and profit shall not be reimbursed as an extra / additional to the Project Management Consultant. It is deemed to be included in the lump-sum price under Form FIN-3 set forth under the Financial Proposal.

3. All the costs and expenses towards equipment rental, communication equipment, communications charges, general administrative costs of the PMC’s operation (including travel, lodging, boarding, transport facility, camp sites, offices).

4. Usage of all existing and / or new office and field laboratory facilities and electricity charges.

5. Usage of all existing and/ or new computers, hardware, required office administration, management, engineering and application software, statistics and CAD software, planning, scheduling and monitoring and control software etc.

6. All printing, black & white / colour plotting, reproduction, internal and long-distance communications and courier costs.

7. Fees paid to any other agency, company, organization, consultant / specialists, techno-legal experts, technology experts, scheduling expert, soil engineering and geo-technical experts etc. for use of the PMC.
8. Any additional efforts due to re-engineering / re-routing, changes in the technical specifications, revision in drawings or execution methodology etc., if required and decided by the SSNNL for the respective packages/Slices.

9. All the costs and expenses towards third party equipment rental, communication equipment, communications charges, general administrative costs of the PMC’s operation (including travel, lodging, boarding, transport facility, camp sites, offices).

10. All the insurance requirements.

11. All downtime due to weather, communication and mechanical breakdown shall be to the PMC’s account and is deemed to be included in the lump sum prices quoted under Form FIN-3.

12. Income Tax and any other taxes payable in the PMC’s country or payable in India (except Service Tax).

2.15.7 PMC APPLICANTS TO NOTE

1. SSNNL shall not pay any expenses / fees in addition to the Agreed Contract Price to the PMC as additional fees, financial claim and/or compensation due to increase in the combined Bid Price of the Construction Contractors for respective Package because of change in the scope of work, excess / extra work, claims, compensation, price escalation of the respective Packages for Item Rate Tenders. However, if the combined bid price of the Package increases beyond thirty percent (30%) specifically on account of excess/extra works, then the PMC Consultant shall be paid additional amount proportionately towards only such additional works carried out by the construction contractors which exceed thirty percent (30%) in totality for the whole Package.

2. The PMC Applicant shall not be allowed to share and use any or all the resources proposed to be deployed at a Package for which he has been awarded the consultancy in another / adjoining Package which in case also
awarded to him. PMC shall inform the EIC in writing about all the resources (man, material, equipment, systems, testing facilities, infrastructure, and vehicles etc.) deployed in accordance with the agreed Contract Agreement regularly.

3. All the Testing Charges towards additional 10% Field Conformity Tests at site shall be administered, managed and borne by the PMC Applicant.

4. Actual Testing Charges for Additional 10% Conformity Tests to be carried out in the SSNNL approved Material Testing Laboratory or GERI / Polytechnic / Engineering Colleges / Govt Laboratories shall be borne by the SSNNL. However, all the expenses towards handling, re-handling, administration, management, communication, expediting, conveyance, witnessing etc. shall be borne by the PMC Applicant for such Additional 10% Conformity Tests carried out in the SSNNL approved Material Testing Laboratory or GERI / Polytechnic / Engineering Colleges / Govt Laboratories.

5. The lump-sum price as quoted in Form FIN-2 only shall be considered as the final bid price for financial evaluation.

6. During negotiation, SSNNL shall reserve an express right to ask the PMC to justify the reasonableness of the Lump-sum Prices quoted for all the items (Under Forms FIN-3 to FIN-4). SSNNL may reject the unreasonable and unbalanced Financial Proposal if justification made by the PMC Bidder is not acceptable to the SSNNL.

7. PMC applicant who will be finally awarded the consultancy assignment shall have to deploy various resources including support staff which are commensurate with the requirement as seem to be adequate and necessary by EIC in achieving effective and time bound completion/implementation of the work.

8. The Consultants are advised to refer the Detailed Tender Documents of Item rate Contracts of Construction Contract. These will be available on the web site www.ssnnl.nprocure.com. If not available or in case of any clarification
thereon, the Chief Engineer (Vadodara) / Chief Engineer (CPC) / respective EIC may be contacted for the same.

2.16 Submission of Proposal

2.16.1 The Techno-Financial Proposal must be submitted online on website www.ssnnl.nprocure.com not later than the submission date shown in the data sheet given in Chapter 2. The Applicant Consultants shall also 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 initialed by the Authorized Representative of the Applicant Consultant as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant Consultant shall be responsible for its accuracy and correctness as per the version uploaded by the SSNNL 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 SSNNL, the latter shall prevail.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Employer, RFP Notice number, Consultancy name with Package No. as indicated in Clause 10.0 of Chapter 1 and the name and address of the Applicant Consultant. It shall bear on top, the following:

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

If the envelope is not sealed and marked as instructed above, the SSNNL assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant Consultant.

2.16.3 The aforesaid outer envelope will contain sealed envelope; clearly marked ‘Technical Proposal’ The envelope marked “Technical Proposal” shall contain:
(a) Application in the prescribed Form-1 of Appendix-I along with Forms 2 to 13 of Appendix-I and supporting documents; and
(ii) Bid security as specified in Clause 2.20.1
(iii) Tender (RFP document) fee in the form as specified in Chapter – 1 for downloaded version of document from official website of SSNNL

2.16.4 The Technical Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant Consultant. All pages of the original Technical 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 up to and including acceptance of the Feasibility Report by the SSNNL and discharge of all obligations of the Consultant under the Agreement.

2.17 Proposal Due Date
2.17.1 Proposal should be submitted at or before 18:00 hrs on the Proposal Due Date specified in Chapter 1 at the address provided therein, 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 SSNNL may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicant Consultants.

2.18 Late Proposals
Proposals received by the SSNNL 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 Consultant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the SSNNL prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant Consultant 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 SSNNL, shall be disregarded.

2.20 Bid Security (EMD):

Consultant has to furnish, as part of its proposal, Bid Security/Earnest Money Deposit amounting to Rs. 1,00,000/- (i.e. Rupees One Lakh only). The Bid Security (EMD) shall be given in favour of the “Sardar Sarovar Narmada Nigam Limited for the valid period of not less than 180 (One hundred eighty) days and shall be in any one of the following form:

(a) Bank Guarantee issued by any scheduled bank listed with the Reserve Bank of India including co-operative banks and approved by the Finance Department in the Government of Gujarat/SSNNL in the form prescribed in Annexure-IV operable at its Branch in Gujarat Region only (As per SSNNL Circular. Attached herewith).

(b) A Fixed Deposit Receipt (FDR) issued by a scheduled bank within Gujarat Region only and pledged in the name of the “Sardar Sarovar Narmada Nigam Limited”

Notes:
1. Cheques /Demand Drafts shall not be accepted.
2. Proposal without submission of EMD shall be rejected and treated as
3. EMD shall be forfeited if, (a) if they fail to furnish security of performance, (b) if the consultant fails to sign the agreement within ten days from the award, and (c) if the consultant withdraws or modifies his proposal before the expiry of the validity (180 days) of offer.

The Selected Applicant Consultant’s Bid Security shall be returned, upon the Applicant Consultant 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.

2.20.1 Any Bid not accompanied by the Bid Security shall be rejected by the SSNNL as non-responsive.

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

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

(a) If an Applicant Consultant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
(b) If an Applicant Consultant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant Consultant from time to time;
(c) In the case of the Selected Applicant Consultant, if the Applicant Consultant fails to reconfirm its commitments during negotiations as required vide Clause 2.24.1;
(d) In the case of a Selected Applicant Consultant, if the Applicant Consultant fails to sign the Agreement or commence the
assignment as specified in Clauses 2.28 and 2.29 respectively; or
(e) If the Applicant Consultant 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 SSNNL shall open the Proposals at 11:30 hours probably on the next working day of Proposal Due Date, at the place specified and in the presence of the Applicant Consultants who choose to attend. The envelopes marked “Technical Proposal” shall be opened first. The “Financial Proposal” shall be opened online 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 SSNNL will determine whether each Proposal is responsive to the requirements of the RFP. The SSNNL may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if
(a) the Technical Proposal is received in the form specified at Appendix-I;
(b) it is received by the PDD including any extension thereof pursuant to Clause 2.17;
(c) it is accompanied by the tender (RFP document) fee in the form as specified in Chapter 1 for downloaded version of the document from official website
(d) it is accompanied by the Bid Security/Earnest money deposit as specified in Clause 2.20.1;
(e) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
(f) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
(g) it contains all the information (complete in all respects) as requested in the RFP;
(h) it does not contain any condition or qualification; and
(i) it is not non-responsive in terms hereof.

2.21.4 The SSNNL 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 SSNNL in respect of such Proposals.

2.21.5 The SSNNL shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Para 7 of Chapter 1 and the criteria set out in Section 3 of this RFP.

2.21.6 After the technical evaluation, the SSNNL shall prepare a list of pre-qualified and shortlisted Applicant Consultants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicant Consultants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicant Consultants along with their Technical Score will be read out. The opening of Financial Proposals shall be done online. The SSNNL will not entertain any query or clarification from Applicant Consultants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.21.7 Applicant Consultants are advised that Selection will be entirely at the discretion of the SSNNL. Applicant Consultants 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.

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

2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicant Consultants shall not
be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the SSNNL in relation to matters arising out of, or concerning the Selection Process. The SSNNL 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 SSNNL 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 SSNNL.

2.23 Clarifications
2.23.1 To facilitate evaluation of Proposals, the SSNNL may, at its sole discretion, seek clarifications from any Applicant Consultant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the SSNNL 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 Consultant does not provide clarifications sought under 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 SSNNL may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant Consultant shall be barred from subsequently questioning such interpretation of the SSNNL.

E. APPOINTMENT OF CONSULTANT
2.24 Negotiations
2.24.1 The Selected Applicant Consultant 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. In case the Selected Applicant Consultant fails to reconfirm its commitment, the SSNNL reserves the right to designate the next ranked Applicant Consultant as the Selected Applicant Consultant and invite it for negotiations.

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

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

2.25 **Substitution of Key Personnel**

2.25.1 The SSNNL will not normally consider any request of the Selected Applicant Consultant for substitution of Key Personnel as the ranking of the Applicant Consultant 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 SSNNL.

2.25.2 The SSNNL expects all the Key Personnel to be available during implementation of the Agreement. The SSNNL 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 SSNNL. As a condition to such substitution, a sum equal to 10% (ten 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 20% (twenty per cent) of the remuneration specified for the original Key Personnel. Any further substitution the deduction shall be in the increment of additional 5% (five percent) per substitution of the remuneration specified for the original Key
2.25.3 For extended period, maximum two substitution of Key personnel shall be allowed without deduction.

2.25.4 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant Consultant or termination of the Agreement. However, in special circumstances, SSNNL shall be allowed after due consideration.

2.26 Indemnity
The Consultant shall, subject to the provisions of the Agreement, indemnify the SSNNL for an amount not exceeding 3 (three) times the value of the Agreement 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 SSNNL to the Selected Applicant Consultant and the Selected Applicant Consultant 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 Consultant is not received by the stipulated date, the SSNNL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant Consultant as mutually agreed genuine pre-estimated loss and damage suffered by the SSNNL on account of failure of the Selected Applicant Consultant to acknowledge the LOA, and the next highest ranking Applicant Consultant may be considered.

2.28 Execution of Agreement
After acknowledgement of the LOA as aforesaid by the Selected Applicant Consultant, it shall execute the Agreement within the period not more than 15 (Fifteen days). The Selected Applicant Consultant 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 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the SSNNL may invite the second ranked Applicant Consultant for negotiations. In such an event, the Bid Security of the first ranked Applicant Consultant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.30 Proprietary data
Subject to the provisions of Clause 2.22, all documents and other information provided by the SSNNL or submitted by an Applicant Consultant to the SSNNL shall remain or become the property of the SSNNL. Applicant Consultants and the Consultant, as the case may be, are to treat all information as strictly confidential. The SSNNL 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 SSNNL in relation to the Consultancy shall be the property of the SSNNL.
3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant Consultant’s experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicant Consultants whose Technical Proposals get a score of 200 marks or more out of 250 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (St). Only top three bidder’s financial proposal will be opened.

3.1.2 The scoring criteria to be used for evaluation shall be as follows:

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Parameters</th>
<th>Max. Marks</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Relevant Experience of the Applicant Consultant</td>
<td>100</td>
<td>100 marks for Consultant’s experience in providing Project Management Consultancy Services for three or more eligible assignments. 85 marks for Consultant’s experience in providing Project Management Consultancy Services for Two or more eligible assignments 70 marks for Consultant’s experience in providing Project Management Consultancy Services for at least one eligible assignments</td>
</tr>
<tr>
<td>Item Code</td>
<td>Parameters</td>
<td>Max. Marks</td>
<td>Criteria</td>
</tr>
<tr>
<td>----------</td>
<td>------------------------------------------------</td>
<td>------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>2</td>
<td>Annual Turn over</td>
<td>30</td>
<td>Torn over more than 50 Cr- 30 Marks. Torn over more than 40 Cr- 25 Marks.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Torn over more than 30 Cr- 20 Marks</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Torn over more than 20 Cr- 10 Marks</td>
</tr>
<tr>
<td>3</td>
<td>Proposed methodology and work plan</td>
<td>20</td>
<td>Evaluation will be based on the quality of submissions</td>
</tr>
<tr>
<td>4</td>
<td>Relevant experience of the key personnel</td>
<td>100</td>
<td>Marks shall be given as per the qualification, experience, Training,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Adequacy of assignments, Years with the firm and Experience in region</td>
</tr>
<tr>
<td></td>
<td>a. Team Leader</td>
<td>30</td>
<td>and language as detailed in para 3.1.3. If the no of key personnel in</td>
</tr>
<tr>
<td></td>
<td>b. Resident Engineer</td>
<td>20</td>
<td>each cadre is more than one, the marks will be equally divided among the</td>
</tr>
<tr>
<td></td>
<td>c. Field Engineer (Quality) –.</td>
<td>20</td>
<td>cadre.</td>
</tr>
<tr>
<td></td>
<td>d. Field Engineer (Works) –.</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
<td>250</td>
</tr>
</tbody>
</table>

3.1.3 Number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

1) General qualifications (general education, training, and experience):
   i. Education : 10
   ii. Overall Experience : 15
   iii. Training : 5

2) Adequacy for the Assignment:
   i. Years of experience on similar projects : 20
   ii. Size and no. of similar projects : 15
   iii. Type & Quality of other projects : 15

3) Years with the firm:
   Year with the firm : 10

4) Experience in region and language:
   i. Experience in similar projects in similar regions : 5
   ii. Proficiency in Hindi/Gujarati/English : 5

Total weight: 100 %
3.1.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments in respect of providing project management services as detailed in the terms of reference and the scope of work, following projects shall be deemed as eligible assignments (the “Eligible Assignments”):

(ii) Project management services (but not limited only to preparation of feasibility reports) for National / State highway/M.D.R/O.D.R at least one single projects having an estimated capital cost (excluding land) of at least Rs. 100 (one hundred) crore in India

Provided that the Applicant Consultant firm claiming credit for an Eligible Assignment shall have, prior to PDD, fully completed and received professional fees 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 Consultant firm is taking credit for an Eligible Assignment which was undertaken for a Govt of India/ State Govt/Public sector Organization(Boards ,Corporations of Govt), such assignment shall have been completed prior to PDD and the Applicant Consultant shall have received professional fees. Projects undertaken on behalf of Contractor shall not be considered.

3.1.5 The Applicant Consultant shall also produce authentic and valid certificates from the clients, establishing their experience in similar projects. The SSNNL may, at its own discretion, verify the veracity and validity of the certificates produced by the Applicant Consultant. The Applicant Consultant shall also produce authentic and valid certificates from the clients, establishing their experience in similar projects. Only those similar projects whose valid completion certificate clearly stated date of start, date of completion, Cost of the project, etc. attached with RFP are considered for technical evaluation, However if any documents from
clients establishing about the information required which is true it shall be considered.

3.2 **Short-listing of Applicant Consultants**

The first three Applicants whose score more than 200 marks in Technical Evaluation to be considered responsive for Financial Evaluation. If the number of such pre-qualified Applicants is less than two, the SSNNL may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 200 but has / have scored between 175 to 200 marks.

3.3 **Evaluation of Financial Proposal**

3.3.1 In the second stage, the financial proposals of top three Applicants shall be opened, who are declared qualified on technical grounds. The date and time of opening of the financial proposal shall be informed separately to qualified Applicants.

3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

3.3.3 The SSNNL 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 fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant.

3.4 **Combined and final evaluation**

3.4.1 The lowest financial proposal inclusive of all taxes \((F_m)\) will be given a financial score \((S_f)\) of 250 (two hundred fifty) points. The financial scores \((S_f)\) of other financial proposals will be computed as indicated in Data Sheet. Proposals will be ranked according to their combined technical \((S_t)\) and financial \((S_f)\) scores using weights \((T_p= \text{ the weight given to the technical proposal, } F_p= \text{ the weight given to the financial proposal;} \ T_p+F_p=1)\) indicated in the Data Sheet; \(S= S_t \times T_p + S_f \times F_p\). The Applicant
achieving the highest combined technical + financial score will be declared as the first ranked Applicant and will be invited for negotiations.

3.4.2 The second ranked Applicant Consultant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant Consultant withdraws, or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be.
CHAPTER 4
FRAUD & CORRUPT PRACTICES

4.1 The Applicant Consultant 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 SSNNL shall reject a Proposal without being liable in any manner whatsoever to the Applicant Consultants, if it determines that the Applicant Consultants 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 SSNNL 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 SSNNL for, inter alia, time, cost and effort of the SSNNL, in regard to the RFP, including consideration and evaluation of such Applicant Consultant’s Proposal.

4.2 Without prejudice to the rights of the SSNNL under Clause 4.1 hereinabove and the rights and remedies which the SSNNL may have under the LOA or the Agreement, if an Applicant Consultants or Consultant, as the case may be, is found by the SSNNL 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 Consultants or Consultant shall not be eligible to participate in any tender or RFP issued by the SSNNL during a period of 2 (two) years from the date such Applicant Consultants or Consultant, as the case may be, is found by the SSNNL 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 Section, 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 SSNNL 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 SSNNL shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, 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 SSNNL 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 SSNNL 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 Applicant Consultant with the objective of restricting or manipulating a full and fair competition in the Selection Process.
CHAPTER 5

PRE-PROPOSAL CONFERENCE & MISCELLANEOUS

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 download the same from the official website of SSNNL, 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 SSNNL. The SSNNL 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.

5.3 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gandhinagar/Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

5.4 The SSNNL, 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 consultant in order to receive clarification or further information;

(c) retain any information and/or evidence submitted to the SSNNL by, on behalf of and/or in relation to any Applicant consultant; 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 consultant.

5.3 It shall be deemed that by submitting the Proposal, the Applicant consultant agrees and releases the SSNNL, 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.

5.4 All documents and other information supplied by the SSNNL or submitted by an Applicant consultant shall remain or become, as the case may be, the property of the SSNNL. The SSNNL will not return any submissions made hereunder. Applicant consultants are required to treat all such documents and information as strictly confidential.

5.5 The SSNNL reserves the right to make inquiries with any of the clients listed by the Applicant consultants in their previous experience record.
SCHEDULE – 1

TERMS OF REFERENCE (TOR)

1. Project Package:
SSNNL intends to appoint Project Management Consultants for the following Item Rate contract Package under 2 Divisions located at Karjan and Vadodara in Gujarat.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Slice</th>
<th>Name of Work</th>
<th>Estimated Tender amount Rs. In Lacs</th>
<th>Name of Division</th>
<th>Contract Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>3.</td>
<td>Construction of Service road, Treatment to Existing service road, Providing C. C. Parapet wall along with additional earthwork (Miyagam Branch Canal from ch 0.0 km to 62.50 km) with O &amp; M for five years under SSP phase-1</td>
<td>3841.1</td>
<td>N P Canal Dn. No.5 Karjan</td>
<td>9 Months</td>
</tr>
<tr>
<td>2.</td>
<td>Slice-2</td>
<td>Construction of Service road, Treatment to Existing service road, Providing C. C. Parapet wall along with additional earthwork (Vadodara Branch Canal from ch 0.0 km to 67.44 km) with O &amp; M for five years under SSP phase-1</td>
<td>4064.56</td>
<td>N P Canal Dn. No.10 Vadodara</td>
<td>9 Months</td>
</tr>
</tbody>
</table>

Total 7905.66

Scope of Consulting Services

1.13 The Scope of Consulting Services shall include but not necessarily be limited to the terms and conditions as defined hereon.

1.14 In addition to carrying out the supervision of all construction activities, the Consultant shall supervise all the physical survey,
material testing being done by the work’s contractors. The Consultant shall represent the Employer before the Contractors to ensure that the contract is executed as per terms and condition of the contract and shall also perform the following activities under intimation to the Employer:

**Work Programme**

1. Interpretation of the General and Technical Specifications and Contract Documents. While detailed design and drawings shall not be the responsibility of the consultant, he shall be fully responsible to provide operationally efficient and safe roadways within the constraints of site and safety features. He must ensure that drainage pattern of the area should not be disturbed.

2. Scrutinize and approve the Contractors’ detailed work programme, method statement, material sources, manpower / machinery deployment plans for carrying out the works and suggest modifications if any, to ensure that these are satisfactory giving particular attention to the technical requirements, project work implementation schedule, practicability and environmental aspects as well as safety of works, personnel and the general public and recommend the same for approval of the Employer. Work programme should be scrutinized within 10 days of the submission of the program.

3. Prepare a project monitoring scheme (which will include technical, physical and financial details), and finalize formats for reporting progress of works and procedures for expediting supply of materials and equipments for construction in accordance with the technical specifications and project time schedule.

4. Initial ground levels shall be taken in presence of the authorized representatives of the construction contractor and SSNNL’s Engineer-
in-Charge (EIC). The Consultant shall check and verify governing ground levels and data relating to the site and its interface with the designs and drawings supplied by SSNNL for implementation and give an expert opinion with regard to reaching a solution in case of these are significant variations in these levels, data, site conditions or otherwise.

5. To set out on the ground the alignment of the road and other works as per the standard engineering practices based on the dimensions and data provided in the approved construction drawings.

6. To undertake measurement and recording thereof in measurement books including verification of BOQ as per terms of the contract.

7. Propose and present for approval of the Employer changes in the technical documents that may be deemed necessary for the completion of works including information of any effects the change may have on the contract amount and time of completion of the project and prepare all specifications and other details arising thereof.

8. To conduct market survey and carry out rates analysis at fixed rates (floor price) of any specific materials / item / equipment required for the work project not covered in the schedule / tender for the construction work and get it approved by Employer i.e. SSNNL.

9. Inform the Employer on hindrances / obstructions or issues which may arise in connection with the implementation of the contract and make recommendation to the Employer for possible solutions well in time.

10. Keeping in view the duration of works, milestones and the manpower requirements of the project, it is expected that the Consultant shall advice the Contractor, if need be, to accelerate the efforts to meet these milestones either by deploying more manpower or introducing more number of shifts etc. in order to complete the work within
stipulated period. If the above details deployment of additional Field Engineers / other officials by the Consultant, the same shall be ensured by the Consultant.

11. Examine and check the flow chart of earthwork every month and ensure that all the quantity of useful soil/rock met with during execution of work is utilized on field and borrow area quantity should be the minimum with minimum lead. The Consultant shall report to the EIC any discrepancy and any irregularity found in the flow chart.

**Construction Supervision**

12. Undertake site supervision to check project quality, time schedule, ensure construction accordance with the approved drawings, technical specifications and other stipulations of contract documents.

13. Assess the adequacy of all inputs such as materials and labour provided by the contractor and his/her methods of work in relation to the required progress, and when required take appropriate action in order to rectify and to expedite progress.

14. To ensure that the construction methods proposed are in compliance with the requirements of the Contracts.

15. Ensure implementation of works in compliance with various laws / Acts concerning the safety requirements of the works and labour welfare.

16. Inspect the works on final completion before taking over and indicate to the Engineer-in-Charge any outstanding work that needs to be carried out by the Contractor.

**Quality of Materials and Works**

17. Evolve and implement a quality assurance plan for the works comprising of methods and criteria for sampling, acceptance, testing,
quality control measures etc. based on tender specification, statistical methods, relevant standards as well as international practices during and after execution of work to ensure required compliance with standards and consistency in quality.

18. Inspect the performance of works with regard to workmanship and compliance with the specification / order, supervise and perform field tests on materials and / or work and approve / disapprove the work / material / equipment of Contractor and ensure removal of disapproved works / materials / equipments from the site immediately, after consultation with the concerned Engineer-in-Charge.

19. In the event any material or item of work is found to be substandard and unacceptable, the Consultant shall intimate the Engineer –in-Charge for initiating actions so that such cases do not recur.

20. The Consultant shall make quality surveillance of all activities from engineering, survey, construction up to final field testing and commissioning during execution of the works. The Consultant will also certify quantity of material / equipment used in the work. If during field testing of works the quality / quantity of Material / Equipment is suspected to be inferior or less than what was supposed to be used, it will be reported to the concerned officers like the Employer, the respective EIC for the project who, in turn, shall get the testing done at any of the recognized testing laboratory in presence of contractor / vendor or his representative. Such material / equipment shall not be used by in the execution of works.

21. The consultant shall witness all the tests (100%) being carried out by the contractor as per Quality Assurance plan for quality control in accordance with tender specification. He shall also undertake 10% additional random representative sample checks (in addition to mentioned hereinabove) independently in presence of authorized
representatives of contractor and EIC. The consultant shall establish his own laboratory or use laboratories of SSNNL/GERI / Engineering Colleges performing desired tests.

22. The Consultant shall witness contractor’s concrete / asphalt mix design and ensure that the cement / bitumen is in conformity with the relevant IS codes or any applicable engineering standards.

23. The consultant will witness calibration of testing equipments of contractor as per standard frequency specified in relevant BIS / tender specification / standard practices. The consultant shall also witness and inspect the calibration of computerized batching and mixing plants regularly and report any discrepancy to the EIC.

24. The Consultant shall check all the records required to be maintained as per quality assurance program of the contractor periodically. Specifically consultant will check cement / asphalt consumption register with physical balance of respective materials every 15 days and shall report to EIC of any discrepancy noticed or found and also incorporate such incident in his reports.

25. The consultant will review curing arrangements and will ensure that adequate curing in accordance with contract / IS specifications is done by the contractors.

26. The consultant shall also furnish EIC with the summary of quality control test results of all materials used in construction in each activity of work and OK cards as prescribed by SSNNL and furnish a QC certificate (regarding quality of material, workmanship and performance) and issue No Objection Certificate (NOC) with recommendation for payment along with each invoice / R.A. bill of the contractor.

**Bills & Payments of Contractor**
After submission of bill by Contractor, the consultant is required to complete all activity indicated from Sr. No. 22 to 32 below within a period of five (5) days and submit the same to the Employer.

27. Administer the Contract, verification of variation orders submitted by the contractors, verification of claims and other matters as a representative of the Employer.

28. Recommend to the Employer for payment of the regular bills with applicable taxes and price variation bills if required as per Contract / invoices received from the Contractor.

29. Provide assistance to Employer or perform verification for approving / clearing claims / and variation orders invoices submitted by the Contractor and recommend payments to be made thereafter.

30. Examine and make recommendations on all claims from the contractors for time extension, extra compensations, extra work or expenses or other similar matters including determination of new rates when required.

31. Determine the amount to be added to or deducted from payments to the Contractor for any additional work or for work omitted respectively.

**Certification of Work Completion**

Consultant shall have to ensure Certification of Work Completion within seven (7) days after submission of the bill by the contractor in addition to undertaking following activities at Sr. No. 28 to 32.

32. Upon receipt of notice of completion from the Contractor, inspect the works and inform Contractor and Employer, in writing, items needing rectification for completion.

33. Before the issuance of the certificate of completion specify and supervises any remedial works to be carried out and recommend the same upon completion. The inspection should be carried out with representative of the Employer.

34. Shall carry out final inspection of the completed section including the test on completion.
35. Prepare Certificate of Completion stating date(2) from which the defect liability period of supply and installation work shall commence.

36. Ensure that all post-construction (as built) drawings and bills of quantities that may arise thereof are furnished / submitted.

Dispute Settlement

37. Assist the Employer with respect to the submission of information / data in relation to settlement of disputes through amicable settlement, adjudication or dispute resolution whenever required.

38. To prepare, on behalf of Employer, notes, damage claims, penalty etc. whenever applicable to the Contractor for Contract Administration and ensure issuance of the same by Employer.

39. Facilitate decisions on all claims and accounts and all post contractual formalities, question, disputes and differences which may arise between the Employer and Contractor and which under the terms of the Contracts are left for the disputes settlement and decisions.

40. Assist and advise the Employer with regard to any matter that may be subject to adjudication, dispute resolution, inquiry or litigation up to delivery certificate of completion.

Recording in measurement book

41. The consultant’s Resident Engineer and Field Engineers shall be responsible for verifying contractor’s bills by making field measurement of all items of works and of quantities of materials incorporated in the work and maintaining up to date books containing such computations or other information concerning the use of construction materials, properly segregated into sections of construction.

42. The consultant’s Team Leader would monitor the expected project cost based upon the remaining quantities from time to time. His Resident Engineer and Field Engineer shall manage construction contractor’s general records of all labour and specified materials used in the works, including copies of orders, delivery notes and
invoices for such materials and details of wage rates paid by the contractor and submit internal notes to the Engineer-in-Charge.

43. The consultant’s Team Leader would furnish the certificate to the EIC that the items included in the Contractor’s bills satisfy the required quality of works and are acceptable with regards to the standards and specifications prescribed in the Contract.

44. Following percentage checks of recording of measurement and quality control tests shall be exercised by the officials of the Consultant on compulsory basis:
   (i) All measurement of all items of works will be recorded by Field Engineers of Consultant in the Measurement Book as per provisions and rules.
   (ii) Following percent checks on measurement shall be done by the designated officers as specified below:
       - Resident Engineer  - 20%
       - Team Leader  - 10%
   (iii) These checks shall be made on the works of each item in the given percentage and should cover all important items / components of work. In addition the Employer shall also ask its representatives to perform such checks on a regular basis. Although checks of measurements by the Employer have been laid down, but the Consultant will be fully responsible for all measurements recorded or checked by his staff. Percentage checking of measurements prescribed for Team leader is for other than those checked by the Quantity surveyor cum contracts specialist. But this does not prohibit the Team Leader from checking the measurement of the part already checked by Quantity Surveyor cum Contracts Specialist. However this shall be in addition to the prescribed percentage.
1.15 The Consultant firm must ensure that the Team Leader shall update Chief Engineer (Vadodara) at least once in a month to discuss the progress, performance of the team and other issues. Failure to do so will entail a penalty of Rs. 50,000/- for each such failure. Such penalty shall be over and above the penalty mentioned in clause 7.0 under the head “Liquidated damages and Penalties.”

**Reporting Requirements**

1.16 **Inception Report:** An inception / commencement report along with a construction supervision manual in 5 copies each shall be submitted by the Consultant within 30 days of commencement of services. The commencement report shall contain the details of all meetings held with the Employer and the Contractor and decisions taken therein, the resources mobilized by the Consultants as well as the Contractor and the Consultants’ perception in the management and supervision of the project with detailed situational analysis of the current structure. The report shall also include the master work programme and resource mobilization plan for the project. The primary objective of the supervision manual will be to evolve guidelines for administration, supervision and management of the project. Such a manual is not intended to be a contractual document, nor is it to take precedence over the specifications. The manual will merely act as a guide and reference to the various staff of the Consultant in discharging their duties in a smooth and systematic manner.

1.17 The Consultant shall be required to:

(a) Prepare all reporting formats relating to the project, in which the progress of the works, material supply, performance of the
contractor etc. shall be monitored and getting them approved by the Employer / EIC

(b) Certify the achievement of the contractual milestones, and the satisfactory quality of the progress, in line with the progress milestone laid down in the Contract.

(c) Track the progress of project execution based on the PERT chart and CPM submitted by the contract.

(d) Timely assistance and direction to the contractors in all matters related to interpretation of the Contract document, testing and other matters related to contract compliance and progress of the project.

(e) To assist the Employer in initiating action on slow progress and any violation of the Contractors’ obligation, if any, as per contract conditions.

1.18 The progress reports submitted by the Consultant should clearly indicate the contractor’s performance, quality of work, delays, deficiencies, constraints, and the project’s financial status, forecasts, and giving recommendation for action.

1.19 Fortnightly physical progress report:

The consultant will submit fortnightly physical progress report on the first day of the 1st and 3rd week of every month.

1.20 Monthly progress report:

Monthly progress report shall be submitted to the Employer and it shall be brief and concise and provide means of closely monitoring project progress and shall cover the following.

(a) Main activities undertaken and events for the period under review and progress.

(b) Report on the activities of the contractor and supervision staff including the report of 10% additional random
representative sample checks as laid down in para 21 of TOR.

(c) Monitoring and evaluation of project progress.

(d) Project accounts, payments of approved bills, claims, certificates and payment and variation orders.

(e) Photographs showing progress of the works.

(f) Other issues as may be necessary to provide additional information to the Employer.

1.21 Monthly progress Report will be prepared at the end of each calendar month and delivered in the 1st week of every month in 3 copies.

1.22 **Quarterly progress report with presentation:**

A detailed quarterly report in 3 copies shall be submitted within 15 days of the end of each quarter. Quarterly report should include description of project activities, illustrated by progress / completion photographs, status of any delays and contractual claims, and details of all latest financial projections. The progress reports (monthly and quarterly) shall contain details of all meetings, decisions taken therein, mobilization of resources (Consultants’ and the Contractors’), physical and financial progress and the projected progress for the forthcoming periods. The report shall clearly bring out the delays, if any, reasons for such delay (s) and the recommendations for corrective measures. The report shall also contain the performance data for Contractor’s plan and equipment.

1.23 **Final Report:**

A detailed Contract Completion / Final Report in 3 copies is to be submitted to the Employer. The Consultant will prepare a comprehensive final completion report of the construction
contract package within 3 months of completion of the work. The report shall incorporate summary of the method of construction, the construction supervision performed, as built construction drawing, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer. The consultant shall submit the self appraisal report within the prescribed time summarizing the following details.

(a) Details of Personnel including substitution made during the assignment.
(b) Details of variation orders issued.
(c) Details of extension of time granted to the Contractor.
(d) Details of Quality Assurance System.
(e) Quality observed at site by the consultant.
(f) Details of claims.
(g) Special preventive measures for maintenance suggested by the Consultant.

1.24 A Maintenance manual, detailing routine and periodic maintenance tasks that will be required to maintain the completed project shall also have to be prepared and submitted by the Consultant. Draft copies of this manual should be submitted for comments to the Employer within 12 months of commencing services.

1.25 The Consultant shall investigate and initiate early action with regard to the delays in the execution of works. The Team Leader of the Consultants’ Supervision team shall explain in his monthly progress and special reports the reasons for delays and explain the actions to be taken / already taken to correct the situation. All reports prepared by the Consultants’ Team shall be objective and shall substantiate any event / recommendation with factual data and information. The progress reports shall contain the pertinent data and chart form and shall clearly bring
out the comparison between the projected and the actual work done using “S” curves and / or any other widely accepted superior methods of representation.

**Actions requiring specific approval of the Employer**

1.26 The Consultant will be required to obtain the specific approval of the Employer in the matters as specified in the Contract Agreement.

1.27 The Consultant will seek prior permission of the Employer before taking any of the following actions:

(a) Consenting to the subcontracting / subletting of any part of the works
(b) Certifying additional cost determined
(c) Ordering suspension of work
(d) Issuing the Notice to commence the work
(e) Approve any extension of contractual time limits
(f) Any variations or deviations proposed by the Contractor with financial implications. This shall include variation in work quantities for fixation of rates. It shall be limited to the ceiling limit as specified in respective clause of the work contract.
(g) Approving new rates either for existing items of work, which arises from variation quantities beyond the limit, defined in the contract or fixing rates of non-priced works involving any extra item and certifying any additional cost determined under the provisions of work contract;
(h) Issuing the order for special tests not provided for in the contract and determining the cost of such tests, which shall be added to the contract price.
(i) Issuing / approving the Technical Specification, if not provided for an item of works in the Construction Contract, similarly; for any change in Technical Specification of any item of work.

**Staffing Schedule:**

1.28 The Consultant will engage the minimum staff as detailed in Table 1 below. The qualification, experience and task assignment of the staff will be in accordance with Annexure attached herewith.

1.29 The same team given in technical proposal will have to be employed on the work.

1.30 The period of construction of works contract shall be as indicated below. The composition and duration for Services for the Supervision Team will be as given in Table 1. The stipulated date of work order shall be treated as 15th Oct 2016 or the actual date of work order whichever is later.

Table 1: **Deployment of Key Personnel for the packages are as under.**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Designation</th>
<th>Package-1</th>
<th>Man Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Team Leader Cum Contract Administrator</td>
<td>1</td>
<td>09</td>
</tr>
<tr>
<td>2</td>
<td>Resident Engineer</td>
<td>2</td>
<td>09</td>
</tr>
<tr>
<td>3</td>
<td>Field Engineer (Quality)</td>
<td>2</td>
<td>09</td>
</tr>
<tr>
<td>4</td>
<td>Field Engineer (Works)</td>
<td>4</td>
<td>09</td>
</tr>
<tr>
<td>5</td>
<td>Total</td>
<td>9</td>
<td>09</td>
</tr>
</tbody>
</table>
(a) A Defect Liability Period of 24 months as per the arrangement proposed. However, during defect liability period the consultant shall have to make available only those members out of the proposed team, whose services are requested for the purpose by the employer/EIC. The payments to such staff shall be computed solely on the basis of relevant man-day rates specified in the financial proposal. Transport expenses shall be reimbursed in addition, as per actuals.

1.31 After award of the contact the Employer expects all the proposed key personnel to be available during implementation of the contract as per agreed staffing schedule. The Employer will not ordinarily consider substitutions during contract implementation except under compelling circumstances (such as death and / or extreme nature of ailment for which Medical Certificate shall be produced from Hospital / Nursing Home). In case of such replacements, the Consultant will ensure that there is a reasonable period and procedure of handover between the staff to be replaced and the replacement wherever feasible / possible.

Facilities to be provided by the Consultant

1.32 The Consultant shall be required to maintain a Head Office for the Team leader in Karjan/Vadodara or any other places which is suitable. This office should be easily accessible and located near the head office of the Employer/EIC. He shall also be responsible for maintaining one office each for the Resident Engineers at their respective locations. All required furniture, hardware, software, internet / phone connections, office stationary etc. shall be provided by the Consultant in this office. The Consultant should bear these costs in mind while preparing his financial proposal.
1.33 In addition, the consultants shall make their own arrangements for transport (Vehicle) at the work project site. The consultant shall compulsorily provide transport facility to team members as below:

(a) Team Leader : 1 Car  
(b) Resident Engineer : 1 Jeep  
(c) Field Engineer : 1 Motorcycle for each/Jeep  

1.34 The consultants shall give details in the Technical Proposal and its costs shall be included in the financial proposal including all facilities, equipment (engineering and office), transport, computer hardware and peripherals, computer software, communication system (telephone, fax, email / internet) and support staff which they consider to carry out the services.

Qualifying criteria and Task Assignment for key Personnel

Team Leader cum contract Administrator.

1.35 An experienced Highway Civil Engineer shall be the Project Manager and act as Team Leader responsible for the overall performance and administration of the Consultants Team. The Team Leader will also act as the Consultant’s Representative for the Employer and the Employer’s representative for the works contractor and shall be overall in charge for the Consultants’ Supervision Team for the entire work. Normally replacement of Team Leader will not be allowed. In exceptional circumstances, consultant will have to directly request Employer with complete CV of the proposed substitute and assigning complete reasons for change. Written approval of employer will be necessary before effecting any change. The headquarters of the Team Leader shall be Karjan/Vadodara and he will keep Superintending Engineer / EIC informed of his tour program one
week in advance. The major tasks for the Team Leader shall include but not be limited to the following:

(a) Establishment of Site Offices.
(b) Assist the Employer with the Review of the Contractors’ securities, insurance and safety plans.
(c) Scrutiny the Contractors’ work programme, and scheme for the deployment of plant, equipment and machinery for approval of the EIC.
(d) Assist the Employer / Superintending Engineer in the Interpretation of provisions in the Contract documents and technical specification.
(e) Assist the Employer / Superintending Engineer in handing over the site and issuing order to commence the works.
(f) Regular supervision of works.
(g) Evolve and implement quantity and quality control procedures
(h) Evolve criteria for the acceptance of works
(i) Prepare and issue variation orders after the approval of the Employer.
(j) Assist Superintending Engineer / EIC of the Employer in the evaluation of Contractors’ claims:
(k) Verify and certify Contractors’ Interim Certificate for approval of the Superintending Engineer
(l) Assist in monitoring physical and financial progress of the works;
(m) Prepare quarterly project budgets and estimates;
(n) Assist Superintending Engineer/EIC in conducting monthly progress meetings;
(o) Performing completion inspections;
(p) Verify and Certify Contractors’ Statements at completion;
(q) Supervise Resident Engineers for the compilation and verification of “As-Built” drawings;

(r) Prepare Work Project Completion of each work

(s) Liaise with the Employer and Superintending Engineer / EIC in all matter concerning the works;

(t) Time schedule and management of team’s resources; and

(u) Advising the Employer and superintending Engineer / EIC in all matters related to the progress of works, with particular reference to delays, possible reasons and mitigating measures.

1.36 The essential qualification and experience for the Candidate are as under:

(a) **Education:** Should be a Graduate in Civil Engineering from a recognized University / Institution (higher qualifications and training in Construction Management / Quality Control of Highway Works will be preferable).

(b) **Membership/ Training:** Membership of a recognized Professional Society / training in the relevant field will be preferable.

(c) **Experience:** Should have a minimum of fifteen (15) years experience of Civil Engineering works out of which five (5) years should be in the field of Planning, Project preparation, design and Construction of National /State Highway Projects and he must have supervised similar works as Project Engineer / Resident Engineer / Executive Engineer of the Construction Supervision Team. He must have led a PMC assignment for minimum one (1) eligible assignment.

(d) The candidate (Team Leader) should have sound health so as to perform his duties for the task assigned to him.
(e) The Team Leader shall be responsible for all technical presentations concerning the various facets of the construction of works and shall maintain close communication with Employer / Superintending Engineer / EIC. Team Leader shall be the Consultant’s Authorized Representative and shall interact with SSNNL on behalf of the Consultant appointed for the services. Team Leader shall be full time on the job.

(f) Contract Administrator shall be responsible for assisting the team of Consultants as well as the Contractor in interpreting the clauses of Contracts and resolving difference in interpretations if any. He shall assist the Employer in resolving disputes that may arise between the Employer and the Contractors. He shall be responsible for preparing the IPCs (Interim Payment Certificates) of the works contractor and administrating the works contract.

Resident Engineer (RE)

1.38 An experienced Resident Engineer will be required for monitoring and supervision of construction works as a whole. The candidate should have sound health so as to perform his duties for the task assigned to him. No replacement of RE will be permissible without prior approval of the employer. The major tasks to be carried out by the RE shall include but not be limited to the following.

(a) Supervision of works: All concreting works and bituminous should be done in his or Field Engineering presence only.

(b) Keep proper records of the Contractors’ activities and work progress;
(c) Ensure that the respective Contractor(s) are properly administered.
(d) Assist the team Leader with the review of the Contractors’ Work Programme and scheme for the deployment of plant, equipment and machinery:
(e) Strictly monitor the progress of work for timely completion of the project;
(f) Supervision, scrutiny, approving the final setting out by the Contractor
(g) Assisting the Team Leader with updating drawings, setting up quantity and quality control procedures and review of contractors’ method of construction;
(h) Monitoring Contractors operations including adherence to safety and environmental requirements;
(i) Directing field engineers for issuing site instructions;
(j) Assisting the team Leader with the preparation of variations orders;
(k) Maintaining a record set of working drawings;
(l) Maintaining construction records;
(m) Assisting the field engineers of SSNNL for recording of measurements of completed works
(n) Assisting the Team Leader with the evaluation of Contractors’ Claims;
(o) Quality Control of works including but not limited alignment of roads, inspection of works, acceptance / rejection of the completed works;
(p) Verification of Contractors’ monthly estimates of the completed works and assisting the Team Leader in the preparation of Interim Certificates.
(q) Conducting and keeping record of minutes of the weekly site meetings;
(r) Preparing monthly Progress Reports
(s) Final inspection of works
(t) Verification of Contractors’ Statement at completion;
(u) Compilation and verification of “As-Built Drawings”. and
(v) Preparation of contract Completion Reports.
(w) The Resident Engineers will assist the Team Leader in identifying the possible reasons for delays and possible mitigation measures.

1.43 The essential qualification and experience for the Candidate are as under:

(a) **Education:** Should be a Graduate in Civil Engineering from the recognized University / Institution with seven (7) years of experience (higher qualifications and training in Construction Management / Quality Control of works will be preferable).

(b) **Experience:** Should have a minimum seven (7) years experience of Civil Engineering Works out of which three (3) years should be in the field of Construction of Highways Projects and he must have supervised similar highway works projects in the capacity of Project Engineer / Resident Engineer / Assistant Resident Engineer of the Construction Supervision Team. He must have worked as a Project Engineer/Resident Engineer on minimum one (1) eligible assignment.

**Field Engineer (Works)**

1.39 The Field Engineer (FE-Works) shall be responsible to the Team Leader and the Resident Engineer and their task shall be defined by the Team Leader. However the essential qualification and experience for the candidates are as under:

(a) **Education:** Should be a Graduate / Diploma in Civil Engineering from a recognized University / Institution.
(b) **Experience:** Should have a minimum experience of five (5) years in case of a graduate civil engineer or ten (10) years in case of a diploma holder in execution / supervision of construction of highways. He should have worked as a Site / Field engineer on minimum one (1) eligible assignment.

(c) The candidate (FE) should have sound health so as to perform his duties for the task assigned to him. No replacement of Field Engineer will be permissible without prior approval of employer/EIC.

**Field Engineer (Quality)**

1.40 The Field Engineer (FE-Quality) shall be responsible to the Team Leader and the Resident Engineer and their task shall be defined by the Team Leader. However the essential qualification and experience for the candidates are as under:

(a) **Education:** Should be a Graduate / Diploma in Civil Engineering from a recognized University / Institution.

(d) **Experience:** Should have a minimum experience of five (5) years in case of a graduate civil engineer or ten (10) years in case of a diploma holder in quality control supervision of construction of highways. He should have worked as a quality control engineer on minimum one (1) eligible assignment.

(b) The candidate (FE) should have sound health so as to perform his duties for the task assigned to him. No replacement of Field Engineer will be permissible without prior approval of employer/EIC.
APPENDIX - I

FORMS FOR CONSULTANT’S INFORMATION FOR EVALUATION

1. The consultant shall correctly fill up and provide, signed and certified information for the following in the forms attached herewith.

   Form – 1: Technical Proposal Submission Form
   Form – 2: Particulars of the Applicant
   Form – 3: Statement of Legal Capacity
   Form – 4: Power of Attorney
   Form – 5: Financial Capacity of the Applicant
   Form – 6: Particulars of Key Personnel
   Form – 7: Proposed Methodology and Work Plan
   Form – 8: Abstract of Eligible Assignments of the Applicant
   Form – 9: Abstract of Eligible Assignments of Key Personnel
   Form – 10: Eligible Assignments of Applicant
   Form – 11: Eligible Assignments of Key Personnel
   Form – 12: CV of Key Personnel
   Form – 13: Deployment of Personnel

These forms are as attached to this chapter.
(Date and Reference)

To:  
[Name and address of SSNNL]

Sub: Appointment of Consultant for providing Project Management Services

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 providing Project Management Services to the Sardar Sarovar Narmada Nigam Limited (SSNNL). 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 SSNNL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the SSNNL to reject our application without assigning any reason or otherwise and hereby waive our
right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial SSNNL or a judicial pronouncement or arbitration award against the Applicant consultant nor been expelled from any project or contract by any public SSNNL nor have had any contract terminated by any public SSNNL 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 SSNNL;
   (b) I/We do not have any conflict of interest in accordance with the prescriptions in 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 RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the SSNNL 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 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 Applicant consultants in accordance with the RFP document.

9. I/We declare that we are not a Member of any 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 or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory SSNNL 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 SSNNL [and/or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

14. The Bid Security of Rs. 1,00,000 (Rupees One Lacs Only) in the form of a Demand Draft payable to Sardar Sarovar Narmada Nigam Limited at a scheduled bank having branch at any branch of Gujarat 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 180 (One Eighty Days) days from the Proposal Due Date specified in the RFP.

17. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.

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 set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the SSNNL 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 submitted online. 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 sincerely,

Signature [In full and initials]: 
Name and Title of authorised signatory: 
Name of Firm: 
Address: 

1 [Delete in case no association is foreseen.]
APPENDIX - I

FORM - 2

PARTICULARS OF THE APPLICANT

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Title of Consultancy: PROVIDING PROJECT MANAGEMENT SERVICES TO SARDAR SAROVAR NARMADA NIGAM LIMITED (SSNNL)</td>
</tr>
<tr>
<td>1.2</td>
<td>Title of Project: Providing PMC Services to SSNNL for the work Service Road of Br. Canals.</td>
</tr>
<tr>
<td>1.3</td>
<td>State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium (Consortium not permitted for this assignment)</td>
</tr>
<tr>
<td>1.4</td>
<td>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: Phone No.: Fax No.: E-mail address:</td>
</tr>
</tbody>
</table>
1.5 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?

Yes/No

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?

Yes/No

1.6 Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?

Yes/No

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?

Yes/No

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?

Yes/No

(Signature, name and designation of the authorised signatory)

For and on behalf of .................
APPENDIX - I

FORM - 3

STATEMENT OF LEGAL CAPACITY

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

Ref.
Date:
To,

*****

*****

Dear Sir,

Sub: RFP for Consultant:

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 Authorized Representative/ will act as the Authorized Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorized 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 authorized signatory)

For and on behalf of
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 authorize 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 “Authorized 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 Project Management Services to the SSNNL 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 SSNNL, representing us in all matters before the SSNNL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the SSNNL 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 SSNNL.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized 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 Authorized 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 .................................................................

For .................................................................

(Signature, name, designation and address)

Witnesses:

1. .................................................................

2. .................................................................

Notarised .................................................................

Accepted .................................................................

(Signature, name, designation and address of the Attorney)
## APPENDIX - I

### FORM - 5

**FINANCIAL CAPACITY OF THE APPLICANT**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Financial Year</th>
<th>Annual Revenue (Rs./US $ in million)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td></td>
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<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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 the audit firm:
Seal of the audit firm
Date:

(Signature, name and designation of the authorised signatory)

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.

**Note:**

Please do not attach any printed Annual Financial Statement.
# APPENDIX - I

## FORM - 6

### PARTICULARS OF KEY PERSONNEL

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Designation of Key Personnel</th>
<th>Name</th>
<th>Educational Qualification</th>
<th>Length of Professional Experience</th>
<th>Present Employment</th>
<th>No. of Eligible Assignments</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td></td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
</tr>
<tr>
<td>1.</td>
<td></td>
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<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
</tr>
<tr>
<td>3.</td>
<td></td>
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<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td>(3)</td>
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<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td>(3)</td>
<td>(4)</td>
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</tr>
<tr>
<td>7.</td>
<td></td>
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<tr>
<td>8.</td>
<td></td>
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</tr>
<tr>
<td>9.</td>
<td></td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
</tr>
</tbody>
</table>
The proposed methodology and work plan shall be described as follows:

1. **Understanding of TOR (not more than two pages)**
   The Applicant Consultant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant Consultant 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 Consultant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant Consultant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant Consultant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment. The Applicant Consultant 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
### Abstract of Eligible Assignments of the Applicant

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Name of Project</th>
<th>Name of Client</th>
<th>Estimated capital cost of Project (in Rs. Crore)</th>
<th>Payment## of professional fees received by the Applicant (in Rs. Crore)</th>
<th>Period during which services are provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
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<tr>
<td>4</td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

- The Applicant should provide details of only those projects that have been completed by it under its own name during last five years.
- The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.
- Only Govt/Semi Govt/Board/ Corporation works shall be considered. Projects undertaken on behalf of Contractor shall not be considered.
- The Applicant Consultant shall also produce authentic and valid certificates from the clients, establishing their experience in similar projects. Only those similar projects whose valid completion certificate clearly stated date of start, date of completion, Cost of the project, etc. attached with RFP are considered for technical evaluation.

Certificate from the Statutory Auditor

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

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

ABSTRACT OF ELIGIBLE ASSIGNMENTS OF KEY PERSONNEL

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Name of Project*</th>
<th>Name of Client</th>
<th>Estimated capital cost of project (in Rs. cr. / US$ million)</th>
<th>Name of firm for which the Key Personnel worked</th>
<th>Designation of the Key Personnel on the assignment</th>
<th>Date of completion of the assignment</th>
<th>Man days spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
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<tr>
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<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

@ Use separate Form for each Key Personnel.

* The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 of Appendix-I.

**Note:** The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
APPENDIX - I

FORM - 10

ELIGIBLE ASSIGNMENTS OF APPLICANT

<table>
<thead>
<tr>
<th>Name of Applicant:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Project:</td>
<td></td>
</tr>
<tr>
<td>Length in km or other particulars</td>
<td></td>
</tr>
<tr>
<td>Description of services performed by the Applicant firm:</td>
<td></td>
</tr>
<tr>
<td>Name of client and Address: (Indicate whether public or private entity)</td>
<td></td>
</tr>
<tr>
<td>Name, telephone no. and fax no. of client’s representative:</td>
<td></td>
</tr>
<tr>
<td>Estimated capital cost of Project (in Rs. crore or US$ million):</td>
<td></td>
</tr>
<tr>
<td>Payment received by the Applicant (in Rs. crore):</td>
<td></td>
</tr>
<tr>
<td>Start date and finish date of the services (month/year):</td>
<td></td>
</tr>
<tr>
<td>Brief description of the Project:</td>
<td></td>
</tr>
</tbody>
</table>

Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
3. Exchange rate should be taken as Rs. [50] per US $ for conversion to Rupees.
## Eligible Assignments of Key Personnel

<table>
<thead>
<tr>
<th>Name of Key Personnel:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Designation of Key Personnel:</td>
<td></td>
</tr>
<tr>
<td>Name of the Project:</td>
<td></td>
</tr>
<tr>
<td>Length in km or other particulars</td>
<td></td>
</tr>
<tr>
<td>Name of Consulting Firm where employed:</td>
<td></td>
</tr>
<tr>
<td>Description of services performed by the Key Personnel (including designation):</td>
<td></td>
</tr>
<tr>
<td>Name of client and Address:</td>
<td></td>
</tr>
<tr>
<td>(indicate whether public or private)</td>
<td></td>
</tr>
<tr>
<td>Name, telephone no. and fax no. of client’s representative:</td>
<td></td>
</tr>
<tr>
<td>Estimated Capital Cost of the Project (in Rs. crore or US$ million):</td>
<td></td>
</tr>
<tr>
<td>Start date and finish date of the services (month/ year):</td>
<td></td>
</tr>
<tr>
<td>Brief description of the Project:</td>
<td></td>
</tr>
</tbody>
</table>

It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.

(Signature and name of Key Personnel)

### Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
3. Exchange rate should be taken as Rs. [50] per US$ for conversion to Rupees.
APPENDIX - I

FORM - 12

CURRICULUM VITAE (CV) OF KEY 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

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Name of project</th>
<th>Description of responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
8. Details of the current assignment and the time duration for which services are required for the current assignment.
9. Language Known:
   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.

Place:_______ (Signature and name of the Key Personnel)

(Signature and name of the authorized signatory of the Applicant)

Notes:
1. Use separate form for each Key Personnel
2. The names and chronology of assignments included here should conform to
the project-wise details submitted in Form-8 of Appendix-I.

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

**FORM - 1**

**DEPLOYMENT OF PERSONNEL**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Designation</th>
<th>Name</th>
<th>Man-Days (MD)</th>
<th>Month Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>At Project Site</td>
<td>Away From Project Site</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td></td>
<td></td>
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</tbody>
</table>

**TOTAL MANDAYS**
APPENDIX - II

FINANCIAL PROPOSAL

FORM FIN - 1

COVERING LETTER

(On Applicant’s letter head To be uploaded with Technical proposal)

(Date and Reference)

To,
The Chief Engineer (CPC)
S.S.N.N.L.
Block No.12, 6th Floor
New Sachivalaya Complex
Gandhinagar (Gujarat)

Dear Sir,

Subject: Appointment of Consultant for providing Project Management Consultancy Services for the work of “Construction of Service road, Treatment to Existing service road, Providing C. C. Parapet wall along with additional earthwork of the Miyagam and Vadodara Br Canal

I/We, __________ (Applicant’s name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above as per the Scope of Work and Terms of Reference contained in Chapter 3 of this RFP document.

I/We have understood and do hereby agree that in case if SSNNL requires consultant’s services for unforeseen tasks not covered under the Terms of Reference, prices for the same will be negotiated and agreed based on the type and nature of the tasks at appropriate stage.

I/We agree that this offer shall remain valid for a period of 180 (One Eighty Days) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

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

* Strike out whichever is not applicable
APPENDIX - II  
FINANCIAL PROPOSAL  
(To be quoted by PMC Applicant) 

FORM FIN – 2  
(TOTAL LUMP-SUM (LS) COST) 

Name of the PMC Applicant: 

Name of the Work:  Providing Project Management Consultancy Services to SSNNL for the work of – "Construction of Service road, Treatment to Existing service road, Providing C. C. Parapet wall along with additional earthwork of the Miyagam and Vadodara Br Canal 

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of the Item</th>
<th>Lump-Sum Cost in Rs. (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Providing Project Management Services to the Sardar Sarovar Narmada Nigam Limited as per the Scope of Work of the respective construction document of the Package, Scope of Services as per TOR and RFP, clarifications etc.</td>
<td></td>
</tr>
</tbody>
</table>

| Total LS Price in Figure (Excluding Service Tax) |
| Total LS Price in Words (Excluding Service Tax) |

Date:  

Name & Signature of the Authorised Signatory: 

Designation:  
Seal of the Company:
APPENDIX - II
FINANCIAL PROPOSAL
(To be quoted by PMC Applicant)

FORM FIN-3
(Cost of Services)

Name of the Applicant:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of the Items</th>
<th>Total of Breakup of Cost Taken Off from LS Bid Price</th>
<th>LS Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TOTAL LS COST OF REMUNERATION OF RESIDENT KEY PERSONNEL and Support Personnel (Inclusive of Personal Allowances)</td>
<td>Form No. FIN-4</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>TOTAL LS COST OF OFFICE AND LABORATORY RENT</td>
<td>Lump sum</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>TOTAL LS COST OF Laboratory Instruments/SURVEYING, LEVELLING AND MEASUREMENT INSTRUMENTS / DEVICES</td>
<td>Lump sum</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>TOTAL LS COST OF REPORT AND DOCUMENTS</td>
<td>Lump sum</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>TOTAL LS COST OF DEPLOYMENT OF RENTAL VEHICLES INCLUDING FUEL EXPENSES AND M &amp; R</td>
<td>Lump sum</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>TOTAL LS COST OF ALL THE MISCELLANEOUS EXPENSES NOT COVERED ABOVE.</td>
<td>Lump sum</td>
<td></td>
</tr>
</tbody>
</table>

GRAND TOTAL FOR PRICE BID EVALUATION IN FIGURE

GRAND TOTAL FOR PRICE BID EVALUATION IN WORDS

Name and Signature of Authorised Signatory:

Seal of the Company:

Date:
**APPENDIX – II**  
**FINANCIAL PROPOSAL**  
(To be quoted by PMC Applicant)  

**FORM NO. FIN – 4**  
(Estimate of Personnel Costs)

Name of the PMC Applicant:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Designation of the Key Personnel</th>
<th>Nos</th>
<th>Monthly Remuneration in Rs. (INR)</th>
<th>Deployment period in Months</th>
<th>LS Amount in Rs. (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Team Leader*</td>
<td>1</td>
<td>9</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Resident Engineer*</td>
<td>2</td>
<td>9</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Field Engineer(Quality)*</td>
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<td>4</td>
<td>Field Engineer(Works)*</td>
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<td>5</td>
<td>Engineers</td>
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<td>6</td>
<td>Accountant/ clerks</td>
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**Total in Figure**  
Σ  Σ  

**Total in Words**  
Σ  Σ  

***As per Schedule-1, Table-1***

**Note:**

1. The PMC shall not change number and discipline of the Key Personnel. Deployment Period shall be as per the 'Schedule of Deployment' Schedule-1, Table-1.(***)
2. The PMC shall deploy sufficient nos. of supporting staff to effectively monitor the works in conjunction with the TOR. The no. & designation and deployment of staff shall be decided by the PMC bidder keeping in mind the size of the Package.($)
3. The cost of office and laboratory rent shall be all inclusive of Project office rent, laboratory rent, Temporary/Mobile on-site office and field office laboratory rent etc.
4. The cost of office establishment (Rental) and communication Expenses shall be all inclusive of Office Furniture and Facilities to accommodate Key Personnel and Support Personnel. Office Equipment, Computers (Desktop and Laptops) & Hardware, Printers, Landline / Mobile Communication Expenses, Office Stationary and Misc. Office Consumable Expenses, Digital Cameras and Card Readers, First Aid Facilities etc.
5. The cost of Laboratory establishment (Rental) for Quality assurance is all inclusive of Field Laboratory Furniture and Facilities, Calibrated Field Laboratory Test Equipment / Instruments and Facilities, Handling, Remanding, Logistics and expediting Expenses towards Field and Laboratory Tests for 10% additional Conformity Tests to be performed by PMC as Third Party Quality Inspection Agency etc.
6. The cost of Report and document printing is all inclusive of printing, spiral binding, Plotting and lamination of drawings, handling charges by speed post/courier etc.

Name and Signature of Authorised Signatory:

Seal of the Company:

Date:
SCHEDULE – 2

AGREEMENT

FOR

PROVIDING PROJECT MANAGEMENT CONSULTANCY SERVICES TO THE SARDAR SAROVAR NARMADA NIGAM LIMITED, GANDHINAGAR, GUJARAT

Construction of Service road, Treatment to Existing service road, Providing C. C. Parapet wall along with additional earthwork of the Miyagam and Vadodara Br Canal
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   1.2 Relation between the Parties
   1.3 Rights and Obligations
   1.4 Governing law and jurisdiction
   1.5 Language
   1.6 Table of contents and headings
   1.7 Notices
   1.8 Location
   1.9 Authority of Member-in-charge
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**ANNEXES**

ANNEX 1: Terms of Reference
ANNEX 2: Deployment of Personnel (Form – 6 of Appendix-I)
ANNEX 3: Estimate of Personnel Costs (Form FIN–4 of Appendix-II)
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ANNEX 5: Payment Schedule
ANNEX 6: Bank Guarantee for Performance Security
AGREEMENT No. ________

Construction of Service road, Treatment to Existing service road, Providing C. C. Parapet wall along with additional earthwork of the Miyagam and Vadodara Br Canal

This AGREEMENT (hereafter called the “Agreement”) is made on the __________ day of the month of __________ 2016, between, on the one hand, the Managing Director, Sardar Sarovar Narmada Nigam Limited (hereinafter called the “SSNNL” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) through the Executive Engineer __________ and, on the other hand, (hereinafter called the “Consultant” which expression shall include their respective successors and permitted assigns).

WHEREAS

(A) The SSNNL vide its Request for Proposal for Providing Project Management Consultancy Services for the above mentioned work (hereinafter called the “Work”);

(B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the SSNNL that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the SSNNL on the terms and conditions as set forth in the RFP and this Agreement; and

(C) the SSNNL, 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) “Additional Costs” shall have the meaning set forth in Clause 6.1.2;

(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) “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;

(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 Gujarat or Government of India whichever is applicable];

(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) “Party” means the SSNNL or the Consultant, as the case may be, and Parties means both of them;

(n) “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;
(o) “Resident Personnel” means such persons who at the time of being so hired had their domicile inside India;

(p) “RFP” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;

(q) “Services” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;

(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 SSNNL 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 parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

(a) Agreement;
(b) Annexes of Agreement including Terms of Reference (TOR);
(c) RFP; and Clarifications.
(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 SSNNL 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 SSNNL 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 SSNNL 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 ***** 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 or e-mail 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 SSNNL; provided that notices or other communications to be given to an address outside ***** may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent
by facsimile or e-mail to the number as the Consultant may from time to time specify by notice to the SSNNL;

(b) in the case of the SSNNL, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the SSNNL with a copy delivered to the SSNNL Representative set out below in Clause 1.10 or to such other person as the SSNNL may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in [New Delhi] it may send such notice by facsimile or e-mail 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 and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

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 SSNNL of Member-in-charge of Consortium.

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 SSNNL under this Agreement, including without limitation the receiving of instructions and payments from the SSNNL.

1.10 Authorized 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 SSNNL 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 SSNNL may, from time to time, designate one of its officials as the SSNNL Representative. Unless otherwise notified, the SSNNL Representative shall be:

Tel: ******** Fax: ******** E-mail: *********

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

Mobile: _______________
Fax: _______________
Email: _______________

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 SSNNL 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 SSNNL 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.
2.4.1 Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the SSNNL; and (ii) the expiry of [1 (one) year] from the Effective Date. Upon Termination, the SSNNL shall make payments of all amounts due to the Consultant hereunder.

2.4.2 Extension of the Agreement:

The Item rate contracts for which Project Management Consultancy (PMC) is to be assigned will have a performance period as listed in deployment schedule(Table-1). These contracts may get extended on bona fide grounds. Such extension of time will be at the discretion of SSNNL. In such a case, the PMC assignment will also be extended on mutual agreement. During the extended period, the consultant shall provide the services and deploy his staff as per mutual agreement. During this period, the PMC consultant’s total lump-sum price will be increased by adding 8% (eight percent) per annum of the total lump-sum price as per the accepted financial proposal.

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 to form 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 Clauses 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 14 (fourteen) 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 30 (thirty) 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 SSNNL 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 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the SSNNL

The SSNNL may, by not less than 30 (thirty) 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 30 (thirty) days of receipt of such notice of suspension or within such further period as the SSNNL 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 SSNNL a statement which has a material effect on the rights, obligations or interests of the SSNNL.
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 60 (sixty) days; or

(g) the SSNNL, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

(h) the SSNNL, in its sole discretion may terminate part of that package wherein, the work’s contract is not awarded for any reason whatsoever, or the respective contractor fails to perform his duties as per the terms and conditions of the work contract.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days’ written notice to the SSNNL, 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 SSNNL fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;

(b) the SSNNL is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the SSNNL 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 60 (sixty) days; or

(d) the SSNNL 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, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant’s obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant’s Services provided under this Agreement; and (iv) 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 SSNNL, 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 SSNNL shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the SSNNL):
(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
(ii) 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 SSNNL, and shall at all times support and safeguard the SSNNL’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 is specified in the Terms of Reference (the “TOR”) at Schedule I of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein. In case if SSNNL requires consultant’s services for unforeseen tasks that are not covered and prescribed in the Terms of Reference, the Consultant shall carry out such tasks and the additional price shall be mutually agreed separately.
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 or any Associate thereof 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; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the SSNNL in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the SSNNL in accordance with the rules of the SSNNL. 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 shall not have 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 SSNNL 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 SSNNL shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the SSNNL towards, inter alia, the time, cost and effort of the SSNNL, without prejudice to the SSNNL’s any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the SSNNL under Clause 3.2.5 above
and the other rights and remedies which the SSNNL may have under this Agreement, if the Consultant is found by the SSNNL 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 SSNNL 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 SSNNL 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 SSNNL, 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 SSNNL 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 SSNNL under this Agreement;

(d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the SSNNL 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 “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 SSNNL to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the SSNNL, its technology, technical processes, business affairs or finances or any information relating to the SSNNL’s employees, officers or other professionals or suppliers, customers, or contractors of the SSNNL; 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 SSNNL.

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:
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 Applicable Laws 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 SSNNL, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

(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 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the SSNNL 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 willful 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 SSNNL’s property, shall not be liable to the SSNNL:
(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.

3.4.4 This limitation of liability specified in Clause 3.4.3 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 subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Insurance to be taken out by the Consultant

3.5.1 (a) The Consultant shall, for the duration of this Agreement, 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 SSNNL, insurance against the risks, and for the coverage, as 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 SSNNL, 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 SSNNL 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 SSNNL.

(d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the SSNNL 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 SSNNL 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) Employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
(c) Professional liability insurance for an amount no less than the Agreement Value

3.6 Accounting, inspection and auditing
keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, 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 permit the SSNNL 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 SSNNL
3.7 **Consultant’s actions requiring the SSNNL’s prior approval**

The Consultant shall obtain the SSNNL’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 Proforma 13.

(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 SSNNL 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 is specified in this Agreement

3.8 **Reporting obligations**

The Consultant shall submit to the SSNNL 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 SSNNL**

3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “Consultancy Documents”) prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the SSNNL, and all intellectual property rights in such Consultancy Documents shall vest with the SSNNL. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the SSNNL under law, shall automatically stand assigned to the SSNNL as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the SSNNL may deem necessary to secure
its rights herein assigned by the Consultant.

3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the SSNNL, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the SSNNL.

3.9.3 The Consultant shall hold the SSNNL harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘claims’) which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the SSNNL.

3.10 Equipment and materials furnished by the SSNNL

Equipment and materials made available to the Consultant by the SSNNL shall be the property of the SSNNL and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the SSNNL, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the SSNNL. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the SSNNL 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 SSNNL, and officials of the SSNNL having SSNNL from the SSNNL, are provided unrestricted access to the Project Office and to all Personnel during office hours. The SSNNL’s official, who has been authorized by the SSNNL in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the
Consultant and verify the records relating to the Services 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 SSNNL 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 Table-1 of schedule-1. The estimate of Personnel costs and man day rates are specified in Proforma 13 of this Agreement.

4.2.2 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 SSNNL 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 SSNNL. No other Professional Personnel shall be engaged without prior approval of the SSNNL.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the SSNNL its proposal along with a CV of such person in the form provided at Appendix-I (Proforma -12) of the RFP. The SSNNL 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 SSNNL’s consideration. In the event the SSNNL does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the SSNNL.

4.4 **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 man days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the SSNNL, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.5 **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.
4.6 Sub-Consultants

Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the SSNNL. The Consultant may, with prior written approval of the SSNNL, 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.

4.7 Consultant’s Office:

The Consultant shall establish a Project Office at a suitable location in the Project area for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office as specified in the Manning Schedule forming part of the Agreement. The authorised officials of the Authority may visit the Consultant’s Project Office any time during office hours for inspection and interaction with the Consultant’s Personnel. It is not expected of the Consultant to carry out the operations from the Head/Home Office.

The Consultant shall mobilize and demobilize its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office. These time sheets/ attendance sheets shall be made available to the Authority as and when asked for and a copy of such record shall be submitted to the Authority at the end of each calendar month with the bill.

5. Obligations of the SSNNL

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the SSNNL 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
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 SSNNL 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 SSNNL 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 Form – 2 of Appendix II 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. ...................... (Rupees ..........................................................).

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) The Consultant shall be paid for its services as per the Payment Schedule at Annex-5 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 SSNNL, the work pertaining to the preceding stage.
   (ii) The SSNNL shall pay to the Consultant, only the undisputed amount.
(b) The PMC consultant shall have to raise the invoices for the services so offered invariably on monthly-basis for payment thereof, along with the monthly progress report as per Clause No. 1.20 of the TOR.
(c) The SSNNL shall cause the payment due to the Consultant to be made within 30 (thirty) days (the “Due Date”) after the receipt by the SSNNL of duly completed bills with necessary particulars. However, no interest shall be paid by the SSNNL from the Due Date on any amount due by but not paid on or before, such Due Date.

(d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the SSNNL. The Services shall be deemed completed and finally accepted by the SSNNL and the final deliverable shall be deemed approved by the SSNNL as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the SSNNL unless the SSNNL, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. 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. The SSNNL shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the SSNNL.

(e) Any amount which the SSNNL 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 SSNNL within 30 (thirty) days after receipt by the Consultant of notice thereof.

(f) Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

(g) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the SSNNL by the Consultant.

6.4 EXTENSION OF ASSIGNMENT:

“The Consultant has to provide services for the period of construction as specified in the contracts awarded to the construction contractors In case
if, these construction contracts are extended beyond the specified period, the consultant’s contract (this contract) may be extended by mutual understanding. During the extended period, the consultant shall provide the services and deploy his staff as per the requirement of the work. The manpower requirement shall be decided by the Engineer in charge. The fees may be worked out on the basis of actual man power deployed during extended period by mutual understanding. The rates shall be decided as per quoted rates in the financial proposal by escalating 8% per annum of the quoted rates by the Consultants.”

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security
Consultant has to provide Performance Security (the “Performance Security”) of 10% (ten percent) of total accepted value of contract as follows:

- 2.5% of the total accepted fees in the form of Bank Guarantee (BG) while signing the contract.
- 2.5% of the total accepted fees in the form of BG within two months from the date of actual start of the services after full mobilization.
- 5.0% of the total accepted fees on completion of 50% time of services.

7.1.1 The SSNNL shall retain by way of performance security, 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 3 (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/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 SSNNL in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 0.5% (Zero point Five percent) of the Agreement Value for each incident.

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 per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) 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 SSNNL 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 Penalties 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 SSNNL, other penal action including debarring for a specified period may also be initiated as per policy of the SSNNL.
7.3.1 SSNNL may conduct independent Quality monitoring and checking of works carried out by the Consultant. If such checks disclose that works carried out by the Consultant do not meet the specified requirement, the SSNNL will not pay the Consultant’s fees for the affected portion. In addition, the Consultant will incur a penalty equal to 100% of such fee and without entitlement to payment of further fees in this respect.

7.3.2 If the service of a team member provided by the Consultant is not acceptable to SSNNL, the consultant shall immediately replace the team member on request of SSNNL. If the consultant fails to quickly deploy / replace a team member as instructed by the employer, the employer may make temporary arrangement which shall be paid by SSNNL with commensurate reduction in the man-month scope of the PMC contract. The consultant shall incur a penalty equal to 50% (fifty percent) of the cost to the employer of the temporary replacement until such time that the consultant provides an acceptable replacement / team member.

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 realization of the objectives of this Agreement.

8.2 Operation of the Agreement
The Parties recognize 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 the Chief Engineer (Main Canal), SSNNL, Gandhinagar, Gujarat or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the
Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

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 an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Ahmedabad/Gandhinagar and the language of arbitration proceedings shall be English.

9.4.2 There shall be {an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment} {a sole arbitrator whose appointment} shall be made in accordance with the Rules.

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 SSNNL agree and undertake to carry out such Award without delay.

9.4.4 The Consultant and the SSNNL agree that an Award may be enforced against the Consultant and/or the SSNNL, 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: SSNNL:

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

In the Presence of:

1.

2.
ANNEX-5
PAYMENT SCHEDULE

1. Eighty percent (80%) of the Agreed Contract Value shall be paid in monthly installments during implementation and performance of the contract.

   Note: 75% (Seventy five percent) of the above amount payable at the end of every month shall be the guaranteed amount i.e. irrespective of whether or not the construction contractor has carried out any work during the period. While, remaining 25% (twenty Five percent) shall be paid as per the work done by the Construction Contractor excluding price escalation, excess/extra item on pro rate basis.

2. Further Five percent (5%) of the Agreed Contract Value shall be paid upon submission of the Project Completion Report (PCR) by the Applicant to SSNNL for acceptance.

3. Further Ten percent (10%) of the Agreed Contract Value shall be paid upon acceptance of the Project Completion Report (PCR) by the SSNNL.

4. Further Five percent (5%) of the Agreed Contract Value shall be paid by the SSNNL upon completion of the defect liability period.

   Note: Consultant has to submit the attendance sheet with every monthly bill along with required monthly report.
Appendix F - Form of Bank Guarantee

Note: See Clause GC 6.4 and Clause SC 6.4. f(1) to f(5).

Bank Guarantee for Performance Security

To
Executive Engineer,

In consideration of Executive Engineer, __________________________________ acting on behalf of the Government of Gujarat (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 carrying out vicinity survey, geotechnical investigation, preparation of design, drawings, estimates and specifications for the causeways and approach roads to be provided on the major river crossing Narmada Main canal at various locations from ch.144.500 to 458.000Km” and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. ……………….. (Rupees ………………..) to the Authority for performance of the said Agreement.

1. 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 10 percent of Agreed contract amount.

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 guarantee being absolute and unequivocal. The payment so made by us under this bond/security shall be a valid discharge of our liability for payment there under 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 by the Authority on or before a period of two years 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 to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority, 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.

Dated, the ………. day of ………. 20 For

(Name of Bank)

(Signature, Name and Designation of the Authorized 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.
## LIST OF THE FIELD TEST

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Concrete Cube Testing and Slump Test

Mortar Cube Testing

Bituminous Road | Temperature of binder at application |
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