#### CONSULTANCY SERVICES FOR AUTHORITY'S ENGINEER FOR SUPERVISION OF

## 'Upgradation of Alappuzha-Changanassery Road into Semi Elevated Highway

under Rebuild Kerala Initiative

REQUEST FOR PROPOSAL (RFP)

## **Kerala State Transport Project (KSTP)**

September 2020

## **CONTENT**

Sr. No.	Particulars	Page Nos.
1	SECTION 1: Information to Consultants	1-6
2	SECTION 2: Letter of Invitation	7-49
	Datasheet	19-23
	Appendix-EC	25-52
3	SECTION 3: Format for Submission of Firms Credentials.	53-56
4	SECTION 4: Format for Submission of Technical Proposal.	57-74
	Appendix B-1-Technical proposal submission form.	58
	Appendix B-2-Site Appreciation	59
	Appendix B-3-Approach paper on methodology for performing the assignment	60
	Appendix B-4-Facility for field investigation and testing	61
	Appendix B-5-Composition of the Team and Task(s) of each Team member	62
	Appendix B-6-Curriculum vitae of proposed Professional staff.	63
	Appendix B-7-Time schedule for deployment of Professional staff	64
	Appendix B-8-Activity (works) schedule.	65
	Appendix B-9-Affidavit – Correctness of Experience claimed by the Firms	66
	Appendix B-10-Integrity Pact	67-73
5	SECTION 5: Format for submission of Financial proposal.	75-83
	Appendix C-1 Financial proposal submission form	76
	Appendix C-2 Summary of costs	77
	Appendix C-3 Breakdown of costs	78-83
6	SECTION 6: Terms of Reference.	85-213
	Enclosure-A	104-107
	Enclosure-B	108-120
	Annexure I- Daily Inspection Report in construction period	121
	Annexure II- Daily Inspection Report in O&M period	122
	Annexure III- Weekly Inspection Report in O&M period	123-126
	Annexure IV- Month of survey for equipment based road condition assessment	127-128
	Annexure V- Monthly Progress Report in Construction Phase	129-184
	Annexure VII: Output Format From Network Survey Vehicle And FWD Testing	185-213
7	SECTION 7: Draft Form of Contract.	215-264

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

#### **SECTION 1: INFORMATION TO CONSULTANTS**

- **Sub.:** Consultancy services for Authority's Engineer for Supervision of 'Rehabilitation & Upgradation of Alappuzha Changanassery Road into Semi Elevated Highway under Rebuild Kerala Initiative' on EPC Basis
  - 1. The Kerala State Transport Project (the '**Employer**') invites proposals from eligible Consultants for engaging an Authority's Engineer (AE) on the basis of International Competitive Bidding for the following contract package in the State of Kerala

Sl. No.	District	Constituency	Road Name	Road length (Km)	Assignment Period
1	Alappuzha & Kottayam	Changanassery, Ambalapuzha & Kuttanad	Alappuzha –Changanassery Road	24.164	30 Months+ 60 Months maintenance

#### TABLE1: DETAILS OF PROJECT

- 2. The RFP has been uploaded in Kerala State Transport Project (KSTP) website <u>https://www.kstp.org.in</u>. Duly prepared bids must be submitted to KSTP office on or before **16.00 Hrs**, 16<sup>th</sup> October 2020.
- 3. Selection of AE shall be as per selection procedures given in the Model Agreement for Engineering Procurement and Construction. The selected AE shall be intimated to the Contractor.
- 4. The proposal shall be submitted in English Language and all correspondence would be in the same language.
- 5. Kerala State Transport Project, *intends to appoint a Consultant to act as Authority's Engineer for implementation of the EPC project.* As per the Terms and Conditions of the EPC Agreement(s), the Authority's Engineer shall perform all the duties as per TOR given in this RFP along with any amendment thereof. The selection of Authority's Engineer shall follow the laid down procedures given in the Contract Agreement signed between Employer and Contractor.
- 6. The interested consultancy firms may download the RFP document from the official website of the Employer, i.e. www.kstp.org.in w.e.f. 07<sup>th</sup> September 2020 to 12<sup>th</sup> October 2020 upto 17:00 hrs. The Consultant who download the RFP document from the website will be required to pay the non-refundable fee of Rs.5,000/-towards cost of RFP at the time of the submission of the Bid proposal through Demand Draft in favour of Project Director, KERALA STATE TRANSPORT PROJECT.
- 7. Unqualified bidders would be informed regarding their non qualification, without any explanation.

- 8. The proposal should be submitted by consultancy firms in two parts. The two parts of the proposal are **Part1: Technical Proposal** and **Part2: Financial Proposal.** For a given EPC Project, Stage -1 of the Evaluation shall consider the evaluation of the Technical Proposal (i.e.Part1). The firms scoring the qualifying marks (minimum 75%) as mentioned in RFP shall only be considered for further evaluation.Understage 2, the financial proposal of such firms as selected above shall be opened and evaluated. Proposals will finally be ranked according to their combined technical and financial scores as specified in clause 5 of section 2.
  - a. The total time period for the assignment as Authority's Engineer will be for Construction Period (30 months) + Maintenance Period of 60 Months with reduced man power.
- 9. Consultants may apply either as a sole firm or forming Joint Venture with other consultants. In case of Joint Venture, the maximum number of Joint Venture partners is limited to 2 (i.e. one lead + 1 JV partners). Formulation of more than one JV/association with different partners for the same work is not allowed and all such proposal involving the firms shall be treated as non-responsive. If the Consultant submits bids as sole applicant and also in JV/Association with another consultant, both bids shall be summarily rejected. No Consultant shall submit more than one bid.
- 10. (A) The Applicant whether a sole applicant or lead member with joint venture may include any number of Associate to provide technology in assignment (refer para10 (iii) of data sheet). The Associate firm can provide equipment based road inspection services for any of the 4 equipment viz., (i) Network Survey Vehicle including all modules required as per technical specifications, (ii) Falling Weight Deflectometer, (iii) Mobile Bridge Inspection Unit and (iv) Retro Reflectometer. However, the Associate (s) cannot be common for 2 or more bidders. If any Associate is common with 2 or more bidders, all those bids shall be declared non-responsive. Hence, the bidder may ensure on his own that the associate proposed by him is not proposed by any other bidder participating in the same assignment and the bidder is solely responsible in this regard.

(B) In addition, the applicant whether a sole applicant or lead member with joint venture may also include an Associate for providing key personnel. In such case, the applicant should submit an MOU with associate regarding role and responsibility of Associate Company. However the maximum no. of key personnel from Associate firm during RFP proposal and implementation of contract should be limited to two (2).

- 11. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the KSTP PMT any other right or remedy here under or in law or otherwise, the Applicant shall be debarred from participating in the future projects of the KSTP PMT in the following situations
  - (a) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time.
  - (b) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement.
- 12. Consulting firms meeting the following criteria are only eligible for applying for this assignment. Firms not meeting these criteria, need not apply.

#### A). Eligibility criteria for sole applicant firm.

	Experience	Annual	
S. No.	Preparation of DPR	Project Supervision/IC	Turnover***
	(NH/SH/Equivalent)	(NH/SH/Equivalent)	Turnover
1 (a).	The firm should have minimum experience of preparation of detailed Project Report/Feasibility Study cum Preliminary Design Report of 2/4/6**- laning/Bridge project of aggregate length equal to 2 times or more of similar category for which RFP is invited.	The firm should have minimum experience of Project Supervision/Independent Engineer / Consultant of 2/4/6**- laning /Bridge project of aggregate length equal to 3 times or more of similar category** for which RFP is invited.	Annual turnover (updated average of last 3 years) of the firm from consultancy business should be equal to or more than <b>Rs.</b> <b>13.43 crores</b>
1 (b)		Firm should also have experience of Project Supervision/ Independent Engineer/ Authority' Engineer of at least one project of similar category of two/four/six** laning/bridge work of length equal to 40% of project length. Additional requirement in case of specialized projects***	Nil

- \*\* Similar project means 2/4/6 lane as applicable for the project for which RFP is invited. For 2-lane projects experience of 4/6 lane also to be considered with a multiplication factor of 1.5 Experience of 4/6 lane shall be considered interchangeably for4/6laning projects. For 4/6 laning projects, experience of 2 lane will be considered with a multiplication factor of 0.4, but only for those 2 lane projects whose cost of consultancy services was more than Rs.3.0 crores.
  - \*\*\*In case the project includes any specialized nature of work such as tunnels, specialized structures etc. in substantial quantum, this requirement may be suitably included.

## B) Eligibility Criteria for partners in case of JV (not more than 1 JV partners shall be allowed) shall be as under:

The lead partner must fulfill atleast 50% of requirements at 1(a) of table in para (A) above and other JV partner should fulfill atleast 30% of eligibility criteria as indicated at 1(a) of table in para (A) above. Also the lead partner and JV partner jointly should meet the eligibility criteria as mentioned at 1(a) of table in para (A) above. Lead partner should meet the criteria 1 (b) of table in para (A) above.

Note: The weightage given for experience of a firm would depend on the role of the firm in the respective assignments. The firm's experience would get full credit if it was the sole firm

in the respective assignment. If the applicant firm has completed projects as JV with some other firms, weightage shall be given as per the JV share\*\*\*. However if the applicant firm has executed the project as associate with some other firms, 25% weightage shall be given to the applicant firm for the projects completed under such association.

- \*\*\* For weightage of experience in any past Consultancy assignment, experience certificate from the client shall be submitted. In absence of clear demarcation of JV share in client certificate, the weightage will be treated as 60 % for lead partner and 40% for minor partner. Annual turnover duly certified by Chartered Accountant shall be accepted. In case of non-availability of such documents no weightage of turnover/experience will be considered.
- 13. In case the financial figures and values of services provided are in foreign currency current market exchange rate (State Bank of India BC Selling rate as on last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian Rupees.
- 14. The Bidder including individual or any of its Joint Venture Member should, in the last 2 years, have neither failed to perform for the consultancy services pertaining to Expressways, National Highways, ISC (Inter State Connectivity) & EI (Economic Importance) works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder including individual or any of its Joint Venture Member, as the case may be, nor has been expelled or terminated by Ministry of Road Transport & Highways or its implementing agencies for breach by such Bidder including individual or any of its Joint Venture Member. Consultants (sole firm or lead firm and any of the JV partners) who do not fulfil the aforesaid condition as on last date of submission of proposal, need not apply as their RFP proposal will not be entertained.
- 15. The Consultants / firms who are already engaged in any of the projects under Government of Kerala should apply only with separate team of key personnel as envisaged in ToR. The personnel who are already engaged in any of such projects shall not be included in their proposal. The proposals not meeting this condition will be summarily rejected.
  - 16. Employer will not be responsible for any delay, loss or non-receipt of RFP document sent by post/courier. Further, Employer shall not be responsible for any delay in receiving the proposal and reserves the right to accept/reject any or all applications without assigning any reason thereof.
  - 17. The two parts of the Proposal (Technical proposal and Financial proposal) must be submitted in separate envelops with all pages numbered serially, along with an index of submission as per procedure. In the event, any of the instructions mentioned herein have not been adhered to, the Employer may reject the Proposal.
- 18. Employer will be at liberty to keep the credentials submitted by the Consultants at bidding stage, in public domain and the same may be uploaded by Employer on Employer's website. Consultants should have no objection if Employer uploads the information pertaining to their credentials as well as of their key personnel.
- 19. The individual key personnel proposed in the bid by the consultants or any replacement

thereof should undertake that they shall have no objection in uploading/hoisting of their credentials by Employer in public domain.

20. RFP submission must be received in dult signed hard copy together with soft copies in pendrive or CD not later than **16: 00hrs on 16th October 2020** in the manner specified in the RFP document at the address given below.

#### Address of Employer:

Project Director, Kerala State Transport Project-Project Management Team (KSTP PMT), Sree Bala Building, Keston Road, Kowdiar P.O, Thiruvananthapuram – 695 003, Kerala State, India. Telephone: 0471 – 2318985, 2318946 Facsimile: 0471 – 2318985, 2318946 Website: <u>www.kstp.org.in</u> E-mail: <u>cepmtkstp@gmail.com; pdkstp@gmail.com</u>

#### SECTION 2: LETTER OF INVITATION TO CONSULTANTS

#### **1** INTRODUCTION

- **1.1** Bids are invited from consulting firms either as a sole firm/ joint venture with other Consultant willing to act as AE to submit a proposal for providing consulting services required for the assignment named in the attached Letter of Invitation.
- **1.2** A brief description of the assignment and its objectives are given in the Terms of Reference (TOR).
- **1.3** The assignment shall be implemented in Construction Period of 30 Months and Maintenance Period (60 Months) as indicated in Section 1.1.
- **1.4** This RFP is neither an agreement nor an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements and assumptions, which reflect various assessments arrived at by the Authority in relation to the Consultancy. Such assessments and statements do not purport to contain all the information that each Applicant may require. The information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations about the assignment and the local conditions before submitting the proposal by paying a visit to the Client and the project site, sending written queries to the client, before the date and time specified in the Data Sheet.
- **1.5** Please note that (i) the costs of preparing the proposal and negotiating for the contract, including a visit to site, are not reimbursable as a direct cost of assignment and (ii) Employer is not bound to accept any of the proposals received by it and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants.
- **1.6** Consultant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or than 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 and/or any other action as deemed fit by the Authority at any stage.

- **1.7** It is the KERALA STATE TRANSPORT PROJECT policy that the consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the KERALA STATE TRANSPORT PROJECT:
  - (a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
    - (i) "corrupt practice"means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- (d) Will have the right to require that a provision be included requiring consultants to permit the Employer to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of Employer.
- **1.8** Consultants, their JV partner, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- **1.9** Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, in the Financial Proposal.
- **1.10** The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete the process within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, consultants could seek replacement upto a maximum of 50% key personnel. If any Consultant seeks any replacement(s), while extending the bid validity, then the same shall be evaluated for ascertaining suitability of replacement(s). However, the technical evaluation shall take into account of the originally submitted CV(s) only irrespective of replacement sought.

#### 2. CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS

- **2.1** The Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all consultants who have purchased the RFP document. Clarification/amendment will also be hosted on the website for information of all probable bidders. Bidders are advised to verify the website before preparing final submission.
- **2.2** At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum. Addendum may be sent by mail, cable, telex, facsimile or electronic mail to consultants or/and will be hosted on Employer's website which will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

#### 3. PREPARATION OF PROPOSAL

**3.1** You are requested to submit your proposal in Two Parts strictly using the formats enclosed herewith (refer section 3,4 and 5) in 2 separate envelopes/ packages and put together in one single outer envelope/package. The two parts shall be:

#### Part 1: Technical Proposal and

#### Part 2: Financial Proposal.

The proposal shall be written in the English language as specified in the Data Sheet. All pages of the Proposal shall be signed by an authorized representative. The representative's authorization shall be confirmed by written Power of Attorney duly notarized to be submitted with the proposal. In case of JV or inclusion of Associate Company, a MoU indicating the specific Projects, input and role of each Partner etc. shall be submitted with the proposal.

#### Part 1: Technical Proposal

**3.2** You are expected to examine all terms and conditions included in the documents.

Failure to act or to provide all requested information will be at your own risk and may result in rejection of your proposal.

- 3.3 During preparation of the Technical proposal you may give particular attention to the following:
  - i. The man-months for the assignment shall be that stated in the Terms of Reference. The same shall be considered for the purpose of evaluation as well as award. In case the man months of TOR are amended in view of Client's own initiative or in response to clarification sought by any Consulting firm, the man months so amended and published shall be considered for the purpose of evaluation as well as award.

- ii. The Consultants should prefer to field as many of their permanent staff as possible. The permanent staff would be considered those already employed with the firm prior to one year from the month during which this Tender Notice is issued. Applicant shall submit the details of the period of employment of the proposed personnel with the firm.
- iii. A good working knowledge of the language specified in the data sheet is essential for key professional staff on this assignment. Reports must be in the language (s) specified in the data sheet
- 3.4 Your Technical Proposal must provide the following information, using but not limited to the formats attached in the Section 3 &4.
  - *i.* A brief description of the firm's organization and an outline of recent experience of the Consultants and, in the case of Joint Venture, for each partner, on assignments of a similar nature. The information, which you shall provide, on each assignment should indicate, *inter-alia*, the profiles of the staff provided, duration, contract amount and firm's involvement. *The Consultant and their JV partner shall also furnish the details of assignments on hand, separately.*
  - Any comments or suggestions on the ToR and a description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar charts of activities.
  - iii. Site Appreciation: limited to four A4 size pages in 1. 5 space and 12 font including photographs, if any;
  - iv. Proposed methodology for the execution of the services illustrated with bar charts of activities, including any change proposed in the methodology of services indicated in the TOR, and procedure for quality assurance: Maximum 4 pages;
  - v. The proposed methodology should be accompanied by the consultants initial view, key challenges they fore see and potential solutions. It should also include details on adoption of superior technology along with proof: limited to six A4 size pages in 1.5 space and 12 font including photographs;
  - vi. The proposal shall indicate as to whether the firm is having the facilities for carrying out the following field activities or these are proposed to be outsourced to specialized agencies.
    - Surface defects detection and roughness measurement using Network Survey Vehicle
    - Pavement strength measurement using FWD
    - Bridge inspection using Mobile Bridge Inspection Unit
    - Road signs inspection using RetroReflectometer

- iv. Proposed Quality Audit Methodology including Quality Assurance Plan
- v. In case the Consultant envisages outsourcing any or all of the above services to the expert agencies, the details of the same indicating the arrangement made with the agencies need to be furnished. These agencies would however, be subject to approval of the client to ensure quality input by such agencies before award of the work. For out-sourced services, proposed firms/consultants should have such experience on similar projects.
- vi. The composition of the proposed staff team, the tasks which shall be assigned to each and their timing;
- vii. Requirement for submission of CVs.
  - a. The CVs of following ten key personnel in the format as per Appendix- B-6 is to be furnished.

[Team leader cum Senior Highway Engineer, Resident Engineer cum Pavement Specialist, Assistant Resident Engineer, Bridge/Structural Engineer, Senior Quality cum Material Expert, Road Safety Expert, Senior Contract Specialist, Health & Safety Engineer, Environmental Specialist, Labour/Social Specialist]

It may please be ensured that the format is strictly followed and the information furnished therein is true and correct. The CV must indicate the work in hand and the duration till which the person will be required to be engaged in that assignment. The Firm shall ensure that details furnished in the CV by the personnel are correct. If any information is found incorrect, at any stage, action including termination and debarment from future KSTP projects for a minimum period of 2 years may be taken by KSTP on the personnel and the Firm.

- b. Key information should include years with the firm and degree of responsibility held in various assignments. In CV format, at summary, the individual shall declare his qualification & total experience (in years) against the requirements specified in TOR for the position (Ref. Enclosure-B of TOR). If any information is found incorrect, at any stage, action including termination and debarment from future KSTP projects upto 2 years may be taken by KSTP on the personnel and the firm.
- c. CVs of Key Personnel having intermittent inputs will be considered only if the assignments on hand as on 7 days before due date of proposal including those for which LOA has been received from the Client or for which Consultant has been declared as H1 are such that the key personnel is able to proportionately devote the given man months for this project.
- d. All the CVs which are to be evaluated should be complete in all respects including signing and certification by the individual and the firm.
- e. Minimum 75% marks required. CV of ten Key Personnel will be evaluated. CV of proposed Team Leader should score at least 75% marks. If not, the proposal shall not be considered further.
- f. If a CV score less than 75% marks, whatever marks it score will be carried forward for maximum 3 nos. key personnel for determining the total score of

the firm. However, if the Key Personnel does not fulfill the minimum academic qualification (as mentioned at Enclosure-Bof TOR of RFP), the overall score of his CV will be evaluated as zero. If the Key Personnel does not fulfill the minimum qualification related to experience (as mentioned at Enclosure-B of TOR of RFP), then zero marks will only be assigned for that sub criteria, but the marks obtained by the CV of the Key Personnel will be carried forward for maximum 3 nos. key personnel for determining the total score of the firm. In case, a firm is H-1, then all such Key Personnel (whose CV scores less than75% or who does not fulfill the minimum qualification) will have to be replaced by the firm before signing the contract. The reduction in remuneration of such replacements shall be 10% for each replacement. In case more than 3 CV scores less than 75% marks or Team leader cum Senior Highway Engineer scores less than 75% marks, the proposal shall be considered non-responsive.

- g. In case CV of a person is turned out to be fake/incorrect/inflated during the assignment, the consultancy firms shall have to refund the salary and perks drawn including interest@12% per annum in respect of the person apart from other consequences. In addition to above, 10% of the salary and perks to be refunded shall be recovered from the Firm as penalty. In the event the penalty is not paid by the Consultancy Firm, the same shall be recovered from encashment of performance security of the firm.
- h. It is also clarified that any key personnel, if debarred during the period between receipt of bid and award of the contract and is required to be replaced as per the provisions of the RFP, then the replacement shall not be considered as part of replacement by the Authority's Engineer and hence no deduction in remuneration shall be affected. However, in this case the original CV will be considered for evaluation purpose
- viii. Deployment Schedule for each key personnel should be formulated and incorporated in the Technical Proposal which will be reviewed on quarterly basis.
  - ix. Estimates of the total time effort (person x months) to be provided for the services, supported by barchart diagrams showing the time proposed (person x months) for each professional staff and sub professional staff.
  - x. Any additional information.
- **3.5** The technical proposal must NOT include any financial information.

#### Part 2: Financial Proposal

**3.6** Your Financial Proposal must be strictly using the formats attached in Section 5. No additional items/quantities other than that specified in the formats should be proposed by the Consultants since the same shall not be considered for the evaluation/award. Consultants shall be paid billing rates for services as per financial proposal submitted by them basis. Beginning 13<sup>th</sup> months from the last date of submission of bid, billing rates shall be increased to cover all items of the contract i.e. remuneration, vehicle hire, office rent, consumables, furniture etc. @ 5% every 12 months. However, for evaluation and award of the Bid proposals, the quoted initial rate (as applicable for first 12months from last date of submission of bid) shall be

multiplied by the total time input for each position on this contract, i.e. without considering the increase in the billing rates. All payments shall be made in Indian Rupees and shall be subjected to applicable Indian laws with holding taxes if any.

- **3.7** The Financial Proposal should clearly identify as a separate amount, the local taxes (including social security), duties, fees, levies and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (otherthan nationals or permanent residents of the government's country); unless the Data Sheet specifies otherwise. This cost, however, will not be considered in evaluation.
- **3.8** Consultants may express the price of their services in the Indian Rupees only.
- **3.9** Goods & Service tax as applicable shall be paid to the Consultant while making payment for services rendered. The consultants shall then deposit the same with the tax authorities and provide a proof of having done so within next 90 days in line with policy circulars issued by Employer. Employer shall pay only the Goods & service tax.

#### 4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

#### 4.1 PREPARATION & SUBMISSION OF APPLICATIONS:

- A. Detailed RFP may be downloaded from the website of Employer and the Application may be submitted in both hard copy and soft copy either in direct, courier or speed post following the instructions below.
- B. The following shall be the form of various documents in the Application:

#### (I) Technical Proposal

- (a) Power of Attorney for signing the Application
- (b) If applicable, the Power of Attorney for Lead Member of JV;
- (c) Copy of Memorandum of Understanding between JV partners, if applicable;
- (d) Copy of Memorandum of Understanding with Associate, if applicable.
- (e) Firm's credentials as per format prescribed in SECTION-3 OF RFP.
- (f) Technical proposal as per format prescribed in SECTION-4 OF RFP.
- II) Financial proposal as per format prescribed in section 5 of RFP
- (III) Demand Draft towards cost of RFP of Rs.5, 000/- (Rupees Five thousand only) in favour of Project Director, Kerala State Transport Project.

#### 4.2 <u>Modification / Substitution / Withdrawal of bids:</u>

- (i) The Bidder may modify, substitute or withdraw its bid, prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Employer, shall be disregarded.

#### 4.3 **OPENING AND EVALUATION OF APPLICATIONS:**

- (i) Opening of Proposals will be done at the Employers office on the date and time as published.
- (ii) For participating in the tender, the authorized signatory holding Power of Attorney shall be signed. In case the authorized signatory holding Power of Attorney and person who is signing the bid are not the same, the bid shall be considered non- responsive.

The Employer will open the Technical Proposal at 16.30 hours Indian Standard Time on the Application due date i.e. in the presence of the Applicants who choose to attend and evaluate the Applications in accordance with the provisions set out in the RFP.

(iii) The Financial Proposal will be opened of the short listed applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later on.

#### 5 **PROPOSAL EVALUATION**

- **5.1** A two -stage procedure shall be adopted for evaluating the proposals.
- 5.2 Deleted

#### **Technical Proposal**

**5.3** The Evaluation Committee appointed by the Employer shall carry out its evaluation applying the evaluation criteria and point system specified in the data sheet. Each responsive proposal shall be attributed a technical score (ST.) Only those Applicants whose Technical proposal score 75 marks or more out of 100 shall qualify for further consideration. However, if the number of such pre-qualified applications is less than two, the Employer may, in its sole discretion, pre-qualify the applicant(s) whose technical score is less than 75marks.

#### **Financial Proposal**

- **5.4** After the evaluation of Technical Proposals is completed and the shortlist of firms is finalised, the Employer may notify those consultants whose proposals were not considered as per conditions of RFP. The Employer shall simultaneously notify the shortlisted firms indicating the date and time set for opening of the Financial Proposals.
- **5.5** The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- **5.6** The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Consultant shall, however, be required to carry out such obligations without any additional compensation.) and without computational error. In case under such circumstances, if Client feels that the work cannot be carried out with in the overall cost as per the submitted

financial proposal, such proposals shall be considered non responsive.

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

 $S_F = 100 \times F_M/F$  (F= amount of financial proposal)

**5.8** Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

 $S = S_T x T w + S_F x F w$ 

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

**5.9** The selected Authority's Engineer shall be the first Ranked Applicant (H-1, having the highest combined score). In the event the proposals of two or more consultants have the same scores in the final ranking, the proposal with the highest technical score should be ranked first.

#### 6 <u>AWARD OF CONTRACT</u>

The Client shall issue letter of award to selected Consultant and ask the Consultant to provide Performance Security as in Para 7 below. If the selected Consultant fail to provide performance security within the prescribed time or the Consultant fail to sign the Contract Agreement within prescribed time, the Client may invite the 2<sup>nd</sup> highest ranking bidder Consultant and follow the procedure outlined in Para 6 and 8 of this Letter of Invitation.

#### 7 <u>PERFORMANCE SECURITY</u>

7.1 The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 10% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of 92 months i.e. upto 2 months beyond the expiry of the Contract period of [90 months]. The BG shall be in the format specified in Appendix H of draft contract form and furnished from a Nationalised Bank, IDBI or ICICI/ICICI Bank/Foreign Bank/EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a net worth of not less than 1000 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the networth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalised Bank in India. In case of JV, the BG shall be furnished on behalf of the JV and not individually by the members.

Further, incase where the bid of the successful consulting firm is less than 85% of the average of all bids received, the successful consulting firm shall have to submit an Additional Performance Security (APS) in the form of a Bank Guarantee for 30% of the differential value between the successful bid and average of all the bids received. The BG shall be valid for a period of [92] months i.e. upto 2 months beyond the expiry of the Contract of [90] months. The other requirements of APS are same as those of Performance Security.

**7.2** In the event the Consultant fails to provide the security within 15 days of date of LOA, it may seek extension of time for a period of 15(Fifteen) days on payment of damages for such extended period in a sum of calculated at the rate of 0.1% (Zero Point One Percent) of the contract price for each day until the performance security is provided. For the avoidance of

doubt the agreement shall be deemed to be terminated on expiry of additional 15 days time period.

**7.3** Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Consultant to provide the Performance Security in accordance with the provisions of Clause7.1 with in the time specified therein or such extended period as may be provided by the Authority, in accordance with the provisions of Clause 7.2 and thereupon all rights, privileges, claims and entitlements of the Consultant under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Consultant, and LoA shall be deemed to have been with drawn by mutual agreement of the Parties. Authority may take action debar such firm for future projects for a period of 1-2 years.

#### 8. Signing of Contract Agreement

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

#### DATASHEET

## (As Mentioned in Letter of Invitation to Consultants) Sub clause No. in Letter of Invitation to Consultants

- 1 Pre-Proposal Conference shall be held at: Employer's Office on 16<sup>th</sup> September 2020 at 11.00 hrs.
- 2 The proposal shall be valid for 120 days after the last date of submission.
- 3 Clarification may be requested 7 days prior to Pre Proposal Conference. The address for requesting clarification is:

Project Director, Kerala State Transport Project (KSTP), Sree Bala Building, Keston Road, Kowdiar P.O, Thiruvananthapuram – 695 003, Kerala State, India. Telephone: 0471 – 2318985, 2318946 Facsimile: 0471 – 2318985, 2318946 E-mail: cepmtkstp@gmail.com; pdkstp@gmail.com Website: www.kstp.org.in

- 4 **The Language** of documents and correspondence will be English
- 5 All the personnel shall have working knowledge of English and all the reports etc shall be written in English.
- 6 KSTP shall reimburse only Goods and service tax. Authority's Engineer has to assess all other taxes and should inbuilt them in their financial proposal. These taxes (other than Goods and service tax) should not be provided separately. Consultants are requested to consult Tax Consultants for details.
- 7. The Consultants to state cost in INR.
- 8 The time and date of submission: 16<sup>th</sup> October 2020, **16**:**00hrs IST**.

#### 9 The points assigned to Technical Evaluation criteria are:

Sl. No.	Description	Marks
1	Relevant experience for the assignment	40
2	Experience in use of technology for road inspection	20
3	Qualifications and competence of the key staff for the assignment	40
	Total	100

#### i. Sub criteria for Relevant Experience of the firm for the assignment

Average Annual Turnover (last 3 years) from consultancy business ( <b>Min 13.43 crores</b> )	n
iverage minual runover (last 5 years) nom consultancy busiless (init 15.15 crores)	2
Nos of Highway Professionals with the firm*The professionals who possess degree in Civil Engineering/Transport Planning/Transport Economics/Traffic Management / Geology/ Environment Science or Engineering and 8 years' experience in highway/bridge/tunnel with employment in the firm for more than one year. The current Employment Certificate shall be submitted by Key Personnel.	10
Experience as Independent Engineer/AuthorityEngineer/Construction Supervision in Number of Highway Projects of length equal to 40% of project length of similar category for which RFP invited of 2/4/6**-laning or more in last 7 years*	10
Experience in DPR preparation for Number of Highway Projects (of length 40% of project length of similar category for which RFP invited of 2/4/6**-laning or more) in last 7 years*	5
In hand DPRs for Authority (Ministry/NHAI/NHIDCL-Asapplicable) Projects and externally projects by State Govts.(presently under progress)	10
Experience in Construction Supervision /DPR /Design Review of Major structures having length of more than 500 meter in last 7 years.	3
Additional requirement in case of specialized projects***	Nil

\* Consultants should give details of the experience of the firm considering the completed and the on-going highway assignments, separately for PPP and non-PPP Projects along with experience certificates from clients. This list of the completed works should also include those assignments which are substantially (90% of Contract value) completed. No Qualification/ Experience etc. shall be considered without proof of experience.

Experience of Authority's Engineer for having offered consultancy services to a private organization shall not be considered as relevant experience for current assignment.

- \*\*Similar projects means 2/4/6 lane as applicable for the project for which RFP is invited. For 2lane projects experience of 4/6 lane also to be considered with a multiplication factor of 1.5. Experience of 4/6 lane shall be considered interchangeably for 4/6 laning projects. For 4/6 laning projects, experience of 2 lane will be considered with a multiplication factor of 0.4, but only for those 2 lane projects whose cost of consultancy services was more than Rs.3.0crores.
- \*\*\* In case the project includes any specialized nature of work such as tunnels, specialized structures etc. in substantial quantum, this requirement/Marks may be included by suitably adjusting marks of other attributes.

In case of JV the turnover and experience details of Lead and JV Employer's certificate should be submitted substantiating the experience claimed by the firm.

Sr. No.	Description	Maximum Points	Sub-Points
1	Experience in Network Survey Vehicle (NSV) or better technology for pavement inspection	7	
1.1	Equipment	4	
	(a) Equipment on MOU with Associate or on hiring basis		2
	(b) Own Equipment		4
1.2	Experience	3	
	(a) 1-2projects		1
	(b) 3-5projects		2
	(c) >5projects		3
0	Experience in Falling Weight Deflectometer (FWD) or better		
2	technology for pavement strength measurement	4	
2.1	Equipment	2	
	(a) Equipment on MOU with Associate or on hiring basis		1
	(b) ) Own Equipment		2
2.2	Experience	2	
	(a) 1-3projects		1
	(b) > 3projects		2
3	Experience in Mobile Bridge Inspection Unit or better technology for bridge inspection	5	
3.1	Equipment	2	
	(a) Equipment on MOU with Associate or on hiring basis		1
	(b) Own Equipment		2
3.2	Experience	3	
	(a) 1-2projects		1
	(b) 3-5projects		2
	(c) 5projects		3
4	Experience in Retro reflectometer technology	4	
4.1	Equipment	2	
	a) Equipment on MOU with Associate or on hiring basis		1
	(b)Own Equipment		2
4.2	Experience	2	
	(a)1-3 projects		1
	(b)> 3 projects		2
	Total	20	

#### ii. Sub criteria for Experience in use of technology for road inspection

**Note: A.** The Authority's Engineer owning the equipments shall be required to submit proof of ownership.

**B.** The experience of the associate firms in use of technology shall also be counted in the evaluation. The experience of firm or associate firm in NSV or equivalent technology, FWD or equivalent technology, MBIU or equivalent technology and Retro reflectometer or equivalent technology shall be supported by experience certificate. The experience of a firm/associate firm for a private concessionaire/contractor shall not be considered.

**iii Qualification and competence of following professional/sub-professional staff** for the assignment shall be evaluated. The weightage for various key staff are as under:-

πυαι	toad Project:				
S.No	Staff Position	Marks.			
1	Team Leader cum Senior Highway Engineer	9			
2	Resident Engineer cum pavement specialist	6			
3	Bridge/Structural Engineer	6			
4	Assistant Resident Engineer	5			
5	Senior Quality cum Material Expert	3			
6	Road Safety Expert	3			
7	Senior Contract Specialist	2			
8	Environmental Specialist	2			
9	Health & Safety Engineer	2			
10	Labour/Social Specialist	2			
	Total	40			

#### **Road Project:**

#### Sub criteria for qualification of Key Personnel (i.e. Professional staff)

General qualifications	25
Adequacy for the project	70
Employment with firm	5
Total	100

The technical proposal should score **at least 75 points** to be considered responsive for financial evaluation.

- v) Detailed evaluation criteria which is to be used for evaluation of technical bids is as indicated below as Appendix-EC.
- vi) The Authority's Engineer should carryout self-evaluation based on the evaluation criteria at Appendix-EC. While submitting the self-evaluation along with bid, Authority's Engineer shall make references to the documents which has been relied upon in hisself-evaluation.
- vii) Result of technical evaluation shall be made available on the web site giving opportunity to the bidders to respond within 7 days in case they have any objection.
- viii) The single currency for price conversion is INR. For evaluation of bid proposals, the foreign currency conversation rate of 1US Dollar=Rs. and1Euro=Rs.-shall be used.
- ix) The weightage given to technical proposal is70%.

The weightage given to financial proposal is 30%.

10. Commencement of Assignment: The firm shall begin carrying out the services within one month of signing of the Consultancy Agreement.

## <u>Appendix-EC</u>

1.	<b>Evaluation Criteria for Assessment of Experience of the Firm.</b>

	L. <u>Evaluation Criteria for Assessment of Experience of the Firm.</u>					
S.No.	Description		Max. Marks	Reference/Details of projects Claimed for self-assessment	Marks self- assessed by the bidder	
1	Average Annual Turnover (last 3 years) from		2			
	consultancy business	consultancy business				
	<2% of TPC-0marks					
	2% of TPC –1.5marks					
		ver 0.25 (Zero point two five) ve 2% of TPC subject to TPC= Rs 671.65 Cr)				
2	Nos. of Highway Profes	sionals with the firm *	10			
2.1	<10	0				
2.2	10-20	8				
2.3	>20 but ≤30	9				
2.4	>30	10				
	omics/Traffic Manage	ment / Geology/ Enviro	nment	0	0	
expe	rience in highway/bridg	e/tunnel with employment ll be submitted by KeyPer			e year. The current	
expe	rience in highway/bridg loyment Certificate sha Experience as Indeper Engineer/ Construction	e/tunnel with employment Il be submitted by KeyPer Indent Engineer/Authority Supervision in Number of 4/6-laning**of length (40%			e year. The current	
exper Empl	rience in highway/bridg loyment Certificate sha Experience as Indeper Engineer/ Construction Highway Projects of 2/4 of project length) or mo 1 project – 8 marks A completed assign Engineer/Independent H point five) marks extra f	e/tunnel with employment Il be submitted by KeyPer adent Engineer/Authority Supervision in Number of 4/6-laning**of length (40% ore in last 7 years.	sonnel		e year. The current	
exper Empl	rience in highway/bridg loyment Certificate sha Experience as Indeper Engineer/ Construction Highway Projects of 2/4 of project length) or mo 1 project – 8 marks A completed assignr Engineer/Independent I point five) marks extra f supervision consultance (Two) marks. Experience in DPR/Fease Design Report preparat	e/tunnel with employment Il be submitted by KeyPer adent Engineer/Authority Supervision in Number of 4/6-laning**of length (40% ore in last 7 years. add 1(one) mark extra for nent of Authority Engineer and add 0.5 (Zero for completed assignment of y subject to maximum 2 ibility Study cum Preliminary tion for Number of Highway **of length (40%ofproject	sonnel 10 5		e year. The current	
exper Empl 3	rience in highway/bridg oyment Certificate sha Experience as Indeper Engineer/ Construction Highway Projects of 2/4 of project length) or mo 1 project – 8 marks A completed assignr Engineer/Independent H point five) marks extra f supervision consultancy (Two) marks. Experience in DPR/Feast Design Report preparat Projectsof2/4/6-laning length) or more in last 1 project–4 marks Add	e/tunnel with employment Il be submitted by KeyPer adent Engineer/Authority Supervision in Number of 4/6-laning**of length (40% ore in last 7 years. add 1(one) mark extra for nent of Authority Engineer and add 0.5 (Zero for completed assignment of y subject to maximum 2 ibility Study cum Preliminary tion for Number of Highway **of length (40%ofproject	sonnel 10 5		e year. The current	
exper Empl 3 4	rience in highway/bridg loyment Certificate sha Experience as Indeper Engineer/ Construction Highway Projects of 2/4 of project length) or mo 1 project – 8 marks A completed assign Engineer/Independent H point five) marks extra f supervision consultance (Two) marks. Experience in DPR/Feasi Design Report preparat Projectsof2/4/6-laning length) or more in last 1 project–4 marks Add extra for each addi maximum1 mark.	e/tunnel with employment Il be submitted by KeyPer adent Engineer/Authority Supervision in Number of 4/6-laning**of length (40% ore in last 7 years. add 1(one) mark extra for ment of Authority Engineer and add 0.5 (Zero for completed assignment of y subject to maximum 2 ibility Study cum Preliminary cion for Number of Highway **of length (40%ofproject 7 years. 0.5 (Zero point five) marks	sonnel 10 5		e year. The current	
exper Empl 3 4	rience in highway/bridg loyment Certificate sha Experience as Indeper Engineer/ Construction Highway Projects of 2/4 of project length) or mo 1 project – 8 marks A completed assignr Engineer/Independent H point five) marks extra f supervision consultance (Two) marks. Experience in DPR/Fease Design Report preparat Projectsof2/4/6-laning length) or more in last 1 project–4 marks Add extra for each addi maximum1 mark. In hand DPRs of Highwa	e/tunnel with employment Il be submitted by KeyPer adent Engineer/Authority Supervision in Number of 4/6-laning**of length (40% ore in last 7 years. add 1(one) mark extra for nent of Authority Engineer and add 0.5 (Zero for completed assignment of y subject to maximum 2 bility Study cum Preliminary tion for Number of Highway **of length (40%ofproject 7 years. 0.5 (Zero point five) marks tional project subject to	sonnel 10 5		e year. The current	

S.No.	Description		Max. Marks	Reference/Details of projectsClaimedfor self-assessment	Marks self- assessed by the bidder
5.3	>5	10			
6	Review of Major struct than 500 meter in last 7 1 project–2.0 marks	tion Supervision/DPR/Design cures having length of more 7 years. Add 0.5 (Zero point five) additional project subject to			
7	Additional requireme specialized projects***	nt in case of	***		

Note 1: In case of JV the turnover and experience details of Lead and JV partners to be added.

- Note 2: Employer's certificate/ certificate from Statutory Auditor should be submitted substantiating the experience/turnover claimed by the firm.
- Note 3: \*\*For 4/6 laning projects, experience of 2 lane will be considered with a multiplication factor of 0.4, but only for those 2 lane projects whose cost of consultancy services was more than Rs.3.0crores.
- \*\*\* In case the project includes any specialized nature of work such as tunnels, specialized structures etc. in substantial quantum, this requirement/Marks may be included by suitably adjusting marks of other attributes.

#### 2. <u>Evaluation Criteria for assessment of experience in use of technology for</u> road inspection

Eva	luation sheet for assessmen	t of experience in use o	of technology	for road inspection	
S. No	Description		Maximum Points	Reference/Details of projects Claimed for self- assessment	Marksself- assessed bythe bidder
1	Experience in Network Surv	vey Vehicle (NSV) or	7		
1	better technology for paven	nent inspection	1		
1.1	Equipment		4		
	(a) Equipment on MOU with	Associate or on hiring			
	basis- 2 marks				
	(b) Own Equipment – 4 mar	ks			
1.2	Experience		3		
(i)	1-2 projects	1			
(ii)	3-5 projects	2			
(iii)	> 5 projects	3			
-	Experience in Falling Weight Deflectometer (FWD) or				
2	bettertechnologyforpavementstrength		4		
	measurement		4		
2.1	Equipment		2		

Eva	luation sheet for assess	nent of experience in use o	of technology	for road inspection	
S. No	Description		Maximum Points	Reference/Details of projects Claimed for self- assessment	Marksself- assessed bythe bidder
	(a) Equipment on MOU basis- 1 mark	with Associate or on hiring			
	(b) Own Equipment – 2	marks			
2.2	Experience		2		
(i)	1-3 Projects	1			
(ii)	>3 Projects	2			
3	Experience in Mobile Bric technology for bridge in	ge Inspection Unit or better spection	5		
3.1	Equipment	-	2		
	<ul> <li>(a) Equipment on MOU</li> <li>basis- 1 mark</li> <li>(b) Own Equipment - 2</li> </ul>	with Associate or on hiring			
3.2	Experience	indi K5	3		
(i)	1-2 Projects	1	5		
(ii)	3-5 Projects	2			
(iii)	> 5 Projects	3			
4	Experience in Retro refle		4		
4.1	Equipment		2		
	(a) Equipment on MOU basis- 1 mark	with Associate or on hiring			
	(b) Own Equipment - 2	marks			
4.2		nired Equipment/through	2		
(i)	1-3 Projects	1			
(ii)	>3 Projects	2			
	Total		20		

Notes:

(i) The Consultants owning the equipment shall be required to submit proof of ownership.

(ii) The experience of the associate firms in use of technology shall also be counted in the evaluation. The experience of firm or associate firm in NSV or equivalent technology, FWD or equivalent technology, MBIU or equivalent technology and Retro reflectometer or equivalent technology shall be supported by experience certificate. The experience of a firm/ associate firm for a private concessionaire/ contractor (client) shall be considered on self-certification along with the client certificate. Any false certification shall attract provisions of Clause 1.8, Section -2 (letter of Invitation) read with Clause 2.9.1(g) of GCC

# 3 Evaluation Criteria for assessment of score of Key Staff for adequacy of the Assignment.

S. No.	Description		Max. Points	Reference/ Details of projects Claimed for self-assessment	Marks self- assessed by the bidder
1	General Qualification		25		
i)	Graduate in Civil Engineering	21			
ii)	Post-Graduation in Management/ Construction/ Transportation/Highway Engineering/Structural Engineering or equivalent specialised stream of civil engineering				
2	Adequacy for the Project		70		
a)	Professional Experience in Highway P	rojects:			
i)	Total Professional Experience in Highway projects < 12 years -0	handling	10		
	12 years -8 marks				
	Add 1 mark extra for each additional experience subject to maximum 2 (two)	-			
ii)	Experience as Team Leader or similar ca Highway Development Projects configuration (2/4/6laning**) and abo	(similar	15		
	< 5 years -0				
	5 years -11 marks				
	Add 1 mark extra for each additional y experience subject to maximum 4 marks.				
iii)	Experience as Team Leader or similar ca Highway Development projects (of lengt project length or more of similar confi (2/4/6laning**) and above) on EPC 1 Project-4 marks add 1mark extra for ac projects subject to maximum1(one)ma	h 40% of guration lditional	5		
b)	Experience as Team Leader or similar ca project Preparation including design highway Project (of length 40% of proje or more of similar configuration laning**) and above). < 2 projects -0	of major ect length	15		

#### 3.1 Team Leader cum Senior Highway Engineer

S. No.	Description	Max. Points	Reference/Details of projectsClaimedfor self-assessment	Marks self- assessed by the bidder
	2 Projects -11 marks			
	Add 2 marks for each additional project subject to maximum 4marks.			
c)	Experience in position of Team Leader/ Project Manager or similar capacity in Construction Supervision/ IC involving length 40% of project length or more of similar configuration (2/4/6** laning) and above < 2 projects – 0	20		
	2 Projects – 16 marks			
	Add 2 marks extra for each additional project subject to maximum4(four)marks			
d)	Experience as Team Leader or similar capacity in Operation and Maintenance of Major Highway (of length 40% of project length or more of similar configuration (2/4/6laning**) and above).	5		
	1 project – 4 marks			
	Add 1 mark extra for each additional project subject to maximum1(one)mark			
3	Employment with the Firm	5		
	< 1 year -0			
	1 year – 3 marks			
	Add 0.5 marks for each subsequent year subject to maximum 2marks			
	Total :	100		

#### <u>Note</u>:

- (1) Similar Capacity includes the following positions
  - i) On behalf of Consultant: Team Leader/Resident Engineer (Construction Supervision/IE/AE/DPR).
  - ii) On behalf of Contractor: Project Manager (Construction/Construction Supervision)
  - iii) In Government Organizations: Superintending Engineer (or equivalent) and above
- (2) Only those projects will be considered for evaluation at S. No. 2(b) where the input of the personnel is not < 9 months.
- (3) Only those projects will be considered for evaluation at S. No. 2I, (d) where the input of the personnel is not < 12months.

(4) In case of experience on behalf of Authority's Engineer or Contractor, the experience shall be duly endorsed by the respective Government agency. However, the key personnel/ bidder will be solely responsible for any fake information/ CV, which may result in debarment.

S. No.	Description		Max. Points	Reference/Details of projectsClaimedfor self-assessment	Marks self- assessed by the bidder
1	General Qualification		25		
i)	Graduate in Civil Engineering	21			
ii)	Post Graduation in Transportation/Highway Engineering/Structural Engineering/Geotechnical Engineering	04			
2	Adequacy for the Project		70		
	Professional Experience				
i)	Total Professional Experience in handlir projects < 12 years -0 12 years -18 marks Add 1 mark extra for each additional ye subject to maximum 2 (two) marks.		20		
ii)	Subject to maximum 2 (two) marks.Experience as Resident Engineer/ HighwayEngineer/ProjectManager/SuperintendingEngineerorequivalent/Executive Engineer or equivalent onconstructionworks/ConstructionSupervision/Authority Engineer/Independent Engineer Projects(similar configuration (2/4/6laning*) andabove).<7 years -0; 7 years -15 marks		20		
iii)	subject to maximum 5 (five) marks. Experience in similar capacity in handling major 2/4/6- laning**projects (of length 40% of project length or more of similar configuration (2/4/6 laning**) and above) <4 nos0 4 nos19 marks Add three marks extra for each additional project subject to maximum 6 (Six) marks.				
iv)	Experience in similar capacity of High Construction/Construction Supervision/IC	• •	5		

#### 3.2 Resident Engineer cum Pavement Specialist

S. No.	Description	Max. Points	Reference/Details of projectsClaimedfor self-assessment	Marks self- assessed by the bidder
	(of length 40% of project length or more of similar			
	configuration (2/4/6l aning**) and above)			
	2 Project- 4 marks			
	Add 1 (one) mark extra for each additional project			
	subject to maximum1 (one) mark			
3	Employment with the Firm	5		
	< 1 year -0			
	1 year – 3 marks			
	Add 0.5 marks for each subsequent year subject to			
	maximum 2 marks			
	Total :	100		

#### <u>Note</u>:

- (1) Similar Capacity includes the following positions
  - i) On behalf of Consultant: Resident / HighwayEngineer
  - ii) On behalf of Contractor: Resident Engineer / Highway Engineer / Project Manager (Construction/Construction Supervision)
  - iii) In Government Organizations: Executive Engineer (or equivalent) and above
- (2) Only those projects (in numbers) will be considered for evaluation above, where the input of the personnel is not < 12months
- (3) In case of experience on behalf of Authority's Engineer or Contractor, the experience shall be duly endorsed by the respective Government agency. However, the key personnel/ bidder will be solely responsible for any fake information/ CV, which may result indebarment.

#### 3.3 Assistant Resident Engineer

S. No.	Description		Max. Points	Reference/Details of projectsClaimedfor self-assessment	Marks self- assessed by the bidder
1	General Qualification		25		
i)	Graduate in Civil Engineering	21			
ii)	Post Graduation in Transportation/Highway Engineering/Structural Engineering/Geotechnical Engineering	04			
2	Adequacy for the Project		70		
	Professional Experience				

i)	Total Professional Experience in handling Highway projects < 8 years -0 8 years -18 marks Add 1 mark extra for each additional year of experience subject to maximum 2 (two) marks.	20	
ii)	Experience as Site Engineer/ Field Engineer/Project Engineer/EE or equilent or equivalent on construction works/Authority Engineer/Independent Engineer Projects (similar configuration (2/4/6laning*) and above). <5 years -0; 5 years -15 marks Add 1 mark extra for each additional year of experience subject to maximum 5 (five) marks.	20	
iii)	Experience in similar capacity in handling major 2/4/6- laning**projects(oflength40%ofprojectlengthormore of similar configuration (2/4/6 laning**) and above) < 2 nos0 2 nos19 marks Add three marks extra for each additional project subject to maximum 6 (Six) marks.	25	
iv)	Experience in similar capacity of Highway Project of Construction/Construction Supervision/IC on EPC Mode	5	

S. No.	Description	Max. Points	Reference/Details of projectsClaimedfor self-assessment	Marks self- assessed by the bidder
	(of length 40% of project length or more of similar			
	configuration (2/4/6laning**) and above)			
	1 Project- 4 marks			
	Add1 (one) mark extra for each additional project			
	subject to maximum1(one)mark			
3	Employment with the Firm	5		
	< 1 year -0			
	1 year – 3 marks			
	Add 0.5 marks for each subsequent year subject to			
	maximum 2marks			
	Total :	100		

#### <u>Note</u>:

- (4) Similar Capacity includes the following positions
  - i) On behalf of Consultant: Resident / HighwayEngineer
  - ii) On behalf of Contractor: Resident Engineer / Highway Engineer / Project Manager (Construction/ConstructionSupervision)
  - iii) In Government Organizations: Executive Engineer (or equivalent) and above
- (5) Only those projects (in numbers) will be considered for evaluation above, where the input of the personnel is not < 12months

In case of experience on behalf of Authority's Engineer or Contractor, the experience shall be duly endorsed by the respective Government agency. However, the key personnel/ bidder will be solely responsible for any fake information/ CV, which may result indebarment.

#### 3.4 Bridge/Structural Engineer

S. No.	Description		Max. Points	Reference/Details of projectsClaimedfor self-assessment	
1	General Qualification		25		
i)	Graduate in Civil Engineering	21			
ii)	Post-Graduation in Structural Engineering	04			
2	Adequacy for the Project		70		
i)	Total Professional Experience in handling Highway/Bridge projects < 10 years -0		15		

S. No.	Description	Max. Points	Reference/Details of projectsClaimedfor self-assessment	
	10 years -11 marks			
	Add one mark extra for each additional 2 year subject to maximum4(four) marks			
ii)	Experience in similar capacity in Design/ Construction/ Construction Supervision of Bridges/ ROB/ Flyover/ Interchanges/ any other such structures (similar configuration (2/4/6 laning**) and above)	20		
	< 5 years -0; 5 years -15 marks			
	Add 1 (one) mark extra for each additional completed year of experience subject to maximum 5 (five)marks			
iii)	Experience in similar capacity in construction/supervision of Major Highway Bridges/ROB/Flyover/ Interchanges/ any otherstructures			
	< 2 Bridges -0			
	02 Bridge -15 marks			
	Add 2.5 mark extra for each additiona lbridge subject to maximum 5marks			
iv)	Experience in similar capacity in construction/ supervision of Rehabilitation and repair of Major Bridges /ROB/ Flyover/ Interchanges/ any other structures	10		
	< 2 nos. – 0			
	2 nos8 marks			
	> 3 nos 10			
v)	Experience in similar capacity of modern bridge construction technology viz., Precast Segmental, Balanced Cantilever Construction, Extra dosed Bridge, Full Span Launching, and Incremental Launching.			
	Experience in 1 project – 4 marks			
	More than one project – 5 marks			
3	Employment with the Firm	5		
	< 1 year -0			
	1 year -3 marks			

S. No.	Description	Max. Points	Reference/Details of projectsClaimedfor self-assessment	
	Add 0.5 marks for each subsequent year subject to maximum 2marks			
	Total :	100		

#### Note:

- (1) Similar Capacity includes the following positions
  - i) On behalf of Consultant/Contractor: Bridge Engineer/Project Manager(Bridges)
  - ii) On behalf of Government: ExecutiveEngineer
- (2) Only those projects (in numbers) will be considered for evaluation above, where the input of the personnel is not < 12months
- (3) In case of experience on behalf of Authority's Engineer or Contractor, the experience shall be duly endorsed by the respective Government agency. However, the key personnel/ bidder will be solely responsible for any fake information/ CV, which may result indebarment.

S. No.	Description		Max. Points	Reference/Details of projectsClaimedfor self-assessment	Marks self- assessed by the bidder
1	General Qualification		25		
	I) Graduate in Civil Engineering	21			
	II) Post Graduation in Geotechnical Engineering/FoundationEngineering/ Soil Mechanics/ RockMechanics	04			
2	Adequacy for the Project		70		
	Professional Experience				
i)	Total Professional Experience in handling Highway/ Bridge projects < 10 years -0		15		
	10 years -11				
	Add one mark extra for each additional y experience subject to maximum 4 (four) marks				
ii)	Experience in similar capacity in Cons /Construction Supervision of major Highway F ((similar configuration (2/4/6 laning** above))	rojects	5		
	< 5 years -0; 5 years -19				
	Add 2.0 (two) marks extra for each additional generic subject to maximum 6 (Six) mark				

#### 3.5 Senior Quality cum Material Expert

iii)	Experience in similar capacity in handling Similar Highway projects (of length 40% of project length or more of similar configuration (2/4/6 laning**)	30	
	and above)		
	< 2 nos0		
	2 nos 25		
	Add 2.5 marks extra for each additional project		
	subject to maximum 5 (five) marks.		
3	Employment with the Firm	5	
	< 1 year – 0		
	1 year – 3		
	Add 0.5 marks for each subsequent year subject to maximum 2 marks		
	Total :	100	

#### Note:

- (1) Similar Capacity includes the following positions
  - i) On behalf of Consultant/Contractor: Quality Expert/ Material Engineer/Material Expert/ Quality Engineer/ Geo-Technical Expert.
  - ii) On behalf of Government: ExecutiveEngineer
- (2) Only those projects (in numbers) will be considered for evaluation above, where the input of the personnel is not < 12months
- (3) In case of experience on behalf of Authority's Engineer or Contractor, the experience shall be dulyendorsedbytherespectiveGovernmentagency. However, the key personnel/ bidder will be solely responsible for any fake information/ CV, which may result indebarment.

## 3.6 Road Safety Expert

S. No.	Description		Max. Points	Reference/ Details of projects Claimed forself- assessment	Marks self- assessed by the bidder
1	General Qualification		25		
I)		21			
II)	Post-Graduation in Traffic/ Transportation/ Safety	04			
2	Engineering or equivalent Adequacy for the Project		70		
4	Professional Experience		70		
i)	Total Professional Experience in handling Highwa Bridge projects	ıy/	15		
	< 10 years -0				
	10 years -11 marks				
	Add one mark extra for each additional year experience subject to maximum 4 (four) marks.	• of			
ii)	Experience in similar capacity in Road Safe workson Major Highway Project (similar configurati (2/4/6 laning**) and above).		15		
	<5years-0				
	5 years -11 marks				
	Add one mark extra for each additional year experience subject to maximum 4 (four) marks.	• of			
iii)	Experience in similar capacity in Road Safety Audits 2/4/6- laning** Highway projects at different stage including at least one at design stage		20		
	< 2 nos0				
	2 nos15marks				
	Add 2.5 marks extra for each additional projesubject to maximum 5marks.	ect			
iv)	Experience in similar capacity in identification a improvement of black spots on Major Highw Project (similar configuration (2/4/6 laning**) a above)	vay	10		
	< 2 nos0				
	2 nos8 marks				
	Add 2 marks extra for each additional improvemen black spots subject to maximum2marks.	nt of			
v)	Experience in similar capacity of preparing Road Safety Management Plans for Inter Urban Highway		5		
	1 project -4marks				
	2 or more -5marks				

vi)	Experience in similar capacity in field of Road Safety ManagementPlan	5	
	1 project -4marks		
	2 or more -5marks		
3	Employment with the Firm	5	
	<1 year- 0		
	1 year – 3 marks		
	Add 0.5 marks for each subsequent year subject to maximum 2marks		
	Total :	100	

Note:

- (1) Similar Capacity includes the following positions
  - i) On behalf of Consultant/Contractor: Road SafetyExpert
  - ii) In Government Organizations: Executive Engineer (or equivalent) and above
- (2) Only those projects (in numbers) will be considered for evaluation above, where the input of the personnel is not < 6months

#### 3.7 Senior Contract Specialist

S. No.	Description		Max. Points	Reference/ Details of projects Claimedfor self- assessment	Marks self- assessed by the bidder
1	General Qualification		25		
I)	Graduate in Civil Engineering	21			
II)	Post Graduate Degree in Law/PG in management/certificate course in management/ certificate course in construction management / certificate course in contract management	04			
2	Adequacy for the Project		70		
	Professional Experience				
i)	i) Total Professional Experience of Contract Management.		20		
	< 15 years -0				
	15 years -15 marks				
	Add one mark extra for each additional year of experience subject to maximum 5 (five) marks.				
ii)	Experience as Contract Specialist on any National/State Highway project.				
	< 4 years -0				
	4 years -15 marks				
	Add one mark extra for each additional year of experi subject to maximum 5 (five) marks.				
iii)	Contract Management of a large Highway contract say over Rs.150 crore including experience of handling variation orders, claims of the contractor and there appropriate disposal		25		
	< 2 nos0				
	2 nos20				
	Add 2.5 marks extra for each additional projects ubje maximum 5 (five) marks.	ect to			
v)	Experience of Handling Arbitration cases in respect of a Highway project.	any	5		

	1 project -4marks		
	2 or more projects-5marks		
3	Employment with the Firm	5	
	<1 year- 0		
	1 year – 3 marks		
	Add 0.5 marks for each subsequent year subject to maximum 2marks		
	Total :	100	

# 3.8 HEALTH & SAFETY ENGINEER

S. No.	Description		Max. Points	Reference/ Details of projects Claimedfor self- assessment	Marks self- assessed by the bidder
1	General Qualification		25		
I)	Graduate in Civil/ Mechanical/ Mining Engineeringorequivalent				
II)	Post graduate qualification in Industrial and Construction safety	04			
2	Adequacy for the Project		70		
	Total Professional Experience				
a i)	<10 years – 0		15		
	10 years – 11 marks				
	Add1markextraforeachadditionalyearofexperience su to maximum 4(four) marks.	bject			
a ii)	Experience Road Safety Works		15		
	<5 years – 0				
	5 years – 11 marks				
	Add 1 mark extra for each additional year of exper subject to maximum 4(four) marks.	ience			
a iii)	International level exposure in safety works developed/developing countries	s in	10		
	<7 years – 0				
	7 years – 7 marks				
	Add 1 mark extra for each additional project subject to maximum 3 (three) marks.				
b	Experience in Similar Capacity				

b i)	Experience in similar capacity of Safety Audits during construction stage of Road projects.	20	
	< 2 projects – 0		
	2 projects – 15 marks		
	Add 1.25 mark extra for each additional projects subject to maximum 5 (five) marks.		
	Experience in working on height / deep foundations and live traffic situation and imparting safety training to construction managers and workers	10	
C)	OSHAS /NIBOSH certification is mandatory	5	
3	Employment with the Firm	5	
	<1 year- 0		
	1 year – 3 marks		
	Add 0.5 marks for each subsequent year subject to maximum 2 marks		
	Total :	100	

Note: Max Age = 65 Years

#### 3.9 ENVIRONMENTAL SPECIALIST

S. No.	Description		Max. Points	Reference/Details of projectsClaimedfor sasessed by the bidder         self-assessment       Image: Constraint of the bidder         Image: Constraint of the bidder       Image: Constraint of the bidder         Image: Constraint of the bidder       Image: Constraint of the bidder         Image: Constraint of the bidder       Image: Constraint of the bidder         Image: Constraint of the bidder       Image: Constraint of the bidder         Image: Constraint of the bidder       Image: Constraint of the bidder         Image: Constraint of the bidder       Image: Constraint of the bidder         Image: Constraint of the bidder       Image: Constraint of the bidder         Image: Constraint of the bidder       Image: Constraint of the bidder         Image: Constraint of the bidder       Image: Constraint of the bidder         Image: Constraint of the bidder       Image: Constraint of the bidder         Image: Constraint of the bidder       Image: Constraint of the bidder         Image: Constraint of the bidder       Image: Constraint of the bidder         Image: Constraint of the bidder       Image: Constraint of the bidder         Image: Constraint of the bidder       Image: Constraint of the bidder         Image: Constraint of the bidder       Image: Constraint of the bidder         Image: Constraint of the bidder       Image: Constrated of the bidder         Image: Constr		
1	General Qualification		25			
i)	Graduate in Civil Engineering	21				
ii)	Post Graduation in Environmental Engineering	04				
2	Adequacy for the Project		70			
	Professional Experience					
i)	Total Professional Experience < 12 years -0 12 years -8 marks Add 1 mark extra for each additional ye	20				
	Add 1 mark extra for each additional year of experience subject to maximum 2(two) marks.					
ii)	Experience in similar capacity (similar (2/4/6 laning*) and above). < 5 years -0; 5 years -15 marks Add 1 mark extra for each additional yes subject to maximum 5(five) marks.	20				
iii)	Experience in similar capacity in 1 2/4/6- laning**projects (of length 4 length or more of similar configu laning**) and above)	0 % of project				
	< 2 nos0					
	2 nos19 marks Add three marks extra for each additio subject to maximum 6 (Six) marks.	nal project				
iv)	Experience in similar capacity of Highv Construction/Construction Supervision Mode	5				

	(Of length 40% of project length or more of similar configuration (2/4/6laning**) and above)		
	1 Project- 4 marks		
	Add 1 (one) mark extra for each additional project subject to maximum 1(one)mark		
3	Employment with the Firm	5	
	< 1 year -0		
	1 year – 3 marks		
	Add 0.5 marks for each subsequent year subject to maximum 2marks		
	Total :	100	

#### <u>Note</u>:

- (1) Similar Capacity includes the positions with having succesfully managed responsibilities to manage Environmental issues in externally funded road projects.
- (2) Only those projects (in numbers) will be considered for evaluation above, where the input of the personnel is not < 12months

# 3.10 LABOUR/SOCIAL SPECIALIST

S. No.	Description		Max. Points	Reference/Details of projectsClaimedfor self-assessment	Marks self- assessed by the bidder
1	General Qualification		25		
i)	Any Graduation	21			
ii)	Post Graduation in Sociology/Social Work	04			
2	Adequacy for the Project		70		
	Professional Experience				
i)	TotalProfessionalExperience < 12 years -0 12 years -8 marks Add 1 mark extra for each additional ye subject to maximum 2(two) marks.	20			
ii)	Experience in similar capacity (similar (2/4/6 laning*) and above). < 5 years -0; 5 years -15 marks Add 1 mark extra for each additional ye subject to maximum 5(five) marks.	20			
iii)	Experience in similar capacity in 1 2/4/6- laning**projects (of length 4 length or more of similar configu laning**) and above) < 2 nos0 2 nos19 marks Add three marks extra for each add subject to maximum 6 (Six) marks.				
iv)	Experience in similar capacity of High Construction/Construction Supervision Mode				

	Total :	100	
3	Employment with the Firm < 1 year -0 1 year – 3 marks Add 0.5 marks for each subsequent year subject to maximum 2marks	5	
	(of length 40% of project length or more of similar configuration(2/4/6 laning**)and above) 1 Project- 4 marks Add 1(one) mark extra for each additional project subject to maximum1(one)mark		

#### <u>Note</u>:

In case of experience on behalf of Authority's Engineer or Contractor, the experience shall be duly endorsed by<br/>the respective Government agency. However, the key personnel/ bidder will be solely responsible for any fake<br/>information/CV, which may result in debarment.

### SECTION 3: FORMATS FOR SUBMISSION OF FIRMS CREDENTIALS

The proposal should contain the following information in enclosed format attached at Appendix A.

- Year of Establishment of Firm
- Average annual turnover (last three years)
- **Note:** The Firm shall submit Certificate of Incorporation and audited balance sheet for the last three years [FY 2017-2018, FY 2018-2019 and FY 2019-2020]. For claiming experience of Highway projects, completion certificate from employer should be enclosed. The proposal should also contain the details of the key personnel viz. their name, qualification, expertise area, experience and years of association with the firm.

Due to present issues relating to pandemic this year, if the audited statements are not available for the FY 2019-2020, statements pertaining to immediate past three years shall be submitted.

#### Appendix A

The following information related to the firm should be provided in the proposal.

- i. Name of the package applied for: -
- ii. Year of establishment of firm\*

Consultant	Year of	Country	Type of Organization					
	Establishment		Individual Partnership Corporation Other					
Individual/Lead								
Partner (of								
JV)/Minor								
Partner of								
IV/Associate								

NOTE:- Year of Establishment of Lead Partner of JV shall be considered.

\*Copy of Certificate of incorporation shall be submitted.

- iii. Office/ Business Address/Telephone nos. /CableAddress.
- iv. Narrative description of firm (Not more than 2 sheets)
- v. Name of two (2) principals who may be contacted with title and telephone number/faxnumber/e-mail.
- vi. Financial Statement of the last three years.\*\*

\*\*

Sl. No.	Particular	<mark>&lt;2017-18&gt;</mark>	<mark>&lt; 2018-19&gt;</mark>	<mark>&lt;2019-20&gt;</mark>
i.	Annual turnover from Consulting business			
ii.	Total Assets			
iii.	Current Assets			

Balance Sheet/ Auditor Certificate of last 3years <**2017-18**, **2018-19** and **2019-20**> shall be submitted as evidence of Annual Turnover.

 a) the amount shall be stated in INR. (Consider 1 US Dollar = Rs. And 1 Euro = Rs.) (This will be the exchange rates as per Reserve Bank of India rounded off to nearest Rupee applicable at the time of RFPinvitation).

b) The currency conversion rate for the respective years shall be mentioned for other International currencies.

vii. Experience as Authority Engineer/Independent Consultant /Construction supervision of Highway projects, separately for PPP and non-PPP Projects during the last 7 years. \*\*\*

S	Projects	Type of	Description	Client (with	Total Fee	Fee received	%age of	Approx.	Period
No	Name / Year	Services	of Highway	complete	for the	by Applicant	total fee	Cost of	
	Sole	rendered	Project/	address,	Consultancy	(in case of	received	Highway	
	Consultant/		Length	contact	Assignment	JV/Association)	by the	Project	
	Prime		(kms)	person,	(INR)		firm		
	Consultant of			Telephone					
	JV / minor			Nos. and					
	Authority's			Fax Nos.)					
	Engineer of								
	JV//as								
	associate								
	consultant								
1	2	3	4	5	6	7	8	9	10
		A. Comple	eted / Substa	ntially comp	leted project	S:			

S	Projects	Type of	Description	Client (with	Total Fee	Fee received	%ageof	Approx.	Period
No	Name / Year	Services	ofHighway	complete	for the	byApplicant(in	total fee	Cost of	
	Sole	rendered	Project/	address,	Consultancy	case of	received	Highway	
	Consultant/		Length	contact	Assignment	JV/Association)	by the	Project	
	Prime		(kms)	person,	(INR)		firm		
	Consultant of			Telephone					
	JV / minor			Nos. and					
	Authority's			Fax Nos.)					
	Engineer of								
	JV//as								
	associate								
	consultant								
		1.							
		2.							
		3.							
		B. Projects	inprogress:						
		1.							
		2.							
		3.							

viii. Experience in DPR/ Feasibility Study cum Preliminary Design Report preparation of 2/4/6 laning / Bridge Highway Projects separately for the PPP and non-PPP projects during the last 7 years. \*\*\*

S No	Projects Name /	Туре	Length	Client	Total Fee	Fee received by	%age of	Period
	Year		of	(with	for the	Applicant	total fee	
	Sole	of	Project	Complete	Consultancy	(in case of	received	
	Consultant/	Services	(kms)	address,	Assignment	JV/Association)	bythefirm	
	Prime	Rendered		contact	(INR)	са		
	Consultant of JV /			person,		se of JV)		
	minor Authority's			telephone				
	Engineer of JV/ /as			Nos.and				
	associate			FaxNos.)				
	consultant							
1	2	3	4	5	6	7	8	9

- \*\*\*a) 2/4/6 lane/Bridge work as applicable for the project for which RFP is invited. For 2- lane projects experience of 4/6 lane also to be considered with a multiplication factor of 1.5. Experience of 4/6 lane shall be considered interchangeably for 4/6 laning projects. For 4/6 lane projects, experience of 2 lane will be considered with a multiplication factor of 0.4, but only for those 2-lane projects whose cost of consultancy services was more than Rs.3.0 crores. For standalone bridge projects, experience in bridge work (either stand alone project or as a part of road project)only be considered.
  - b) Only those projects, to be included in the table which are Highways Projects and for which clients certificates from the concerned Government agencies are enclosed with the proposal.
  - c) The details of bridges having length more than 200m(500m in case the project consist of bridges of length more than 500m) in the listed projects are to be specifically mentioned.
  - d) The weightage given for experience of a firm would depend on the role of the firm in the respective assignments. The firm's experience would get full

credit if it was the sole firm in the respective assignment. If the applicant firm has completed projects as JV with some other firms, weightage shall be given as per the JV share\*\*\*. However if the applicant firm has executed the project as associate with some other firms, 25% weightage shall be given to the applicant firm for the projects completed under such association

- e) For weightage of experience in any past Consultancy assignment, experience certificate from the client shall be submitted. In absence of clear demarcation of JV share in client certificate, the weightage will be treated as 60 % for lead partner and 40% for minor partner. Annual turnover duly certified by Chartered Accountant shall be accepted. In case of non-availability of such documents no weightage of turnover/experience will beconsidered.
- (ix) Assignments on hand including those for which the Letter of Acceptance from the clients received as on 7 days prior to due date for submission of proposals: The details shall be given in the following format.

S. No	Name of Assignment	Client	Role of the firm Sole, Lead/ OtherinJVor sub-consultant	Date of letter of Acceptance	Date of Agreement if signed	Present status of Assignment		embers j by the fi	provided rm
			sub-consultant				Name	DOB	Position
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Key Personnel	Number o	f key personne	l employed
	Sole Applicant (Lead Member in case of JV)	JV (1)	
Feam Leader cum Senior Highway Engineer			
Resident Engineer cum Pavement Specialist			
Bridge/Structural Engineer			
Assistant Resident Engineer			
Senior Quality cum Material Expert			
Road Safety Expert			
Senior Contract Specialist			
Health & Safety Engineer			
Environmental Specialist			
Labor/Social Specialist			

# SECTION 4: FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

Appendix B-1	Technical proposal submission form.			
Appendix B-2	Site Appreciation			
Appendix B-3	Approach paper on methodology for performing the assignment			
Appendix B-4         Facility for field investigation and testing				
Appendix B-5Composition of the Team and Task(s) of each Team member				
Appendix B-6	Curriculum vitae of proposed Professional staff.			
Appendix B-7	Time schedule for deployment of Professional staff			
Appendix B-8	Activity (works) schedule.			
Appendix B-9	Affidavit – Correctness of Experience claimed by the Firms			
Appendix B-10	Integrity Pact			

## **APPENDIX B-1-Technical proposal submission form.**

FROM (NameofFirm)	To: (Name and Address ofClient)
·	

Ladies/Gentlemen:

**Subject**: Submission of Technical and Financial Proposal for engagement as Authority Engineer for the EPCwork.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated (Date), and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope for the above-mentioned work.

Our Proposal is binding upon us. We understand you are not bound to accept any Proposal you receive

We remain,

Yourssincerely,

Managing Director/Head ofthefirm/ Authorised Representative of the firm +\* Name of thefirm Address \*Lead Member in case of JV

#### **APPENDIX B-2: SITE APPRECIATION**

Shall give details of site as per actual site visit and data provided in RFP and collected from site supported by photographs to demonstrate that responsible personnel of the Authority's Engineer have actually visited the site and familiarized with the salient details/ complexities and scope of services.

# APPENDIX B-3: APPROACH PAPER ON METHODOLOGY FOR PERFORMING THE ASSIGNMENT

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

- 1) Methodology for services, surveying, road condition data collection and analysis [not more than 2 pages]
- 2) Key challenges foreseen and proposed solutions in carrying out the assignment [not more than1page]
- 3) Quality Audit methodology including Quality Assurance Plan [not more than 6pages]

#### **APPENDIX B-4: FACILITY FOR FIELD INVESTIGATION AND TESTING**

- 1. State whether applicant has in-house (created in house at site)/ outsourced/ not available facility for
  - Surface defects detection and roughness measurement using Network Survey Vehicle
  - D Pavement strength measurement using FWD
  - Image: Bridge inspection using Mobile Bridge InspectionUnit
  - **I** Road signs inspection using RetroReflectometer
- 2. In-case answer to 1 is available (created in house at site) a list of field investigation and testing equipment is to be attached
- 3. In case answer to 1 is outsourced/not available arrangements made or proposed to be made for each of the above field investigations is to be attached
- 4. For experience in NSV, FWD, MBIU and reflectometer, references need to be provided in the following format:

#### REFERENCES

Relevant Services Carried Which Best Illustrate Qualifications

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

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

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

# APPENDIX B-5: COMPOSITION OF THE TEAM PERSONNEL, AND TASK (S) OF EACH TEAM MEMBER

Sl. No.	Name	Position	Task
1			
2			
3			
4			

2. Technical/Managerial Staff

# i. SupportStaff

Sl. No.	Name	Position	Task
1			
2			
3			
4			

# APPENDIX B-6: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:		Photograph		
Name ofFirm:				
NameofStaff:				
Profession:				
Date of Birth:				
YearswithFirm/Entity:	Nationality:		Membership	of
Professional Societies:				
Detailed Task Assigned:				

#### **Certification by the Candidate**

I, the undersigned,(Name and Address) undertake that this CV correctly describes myself, my qualifications and my experience and Employer would be at liberty to debar me if any information given in the CV, in particular the Summary of Qualification & Experience vis-à-vis the requirements as per TOR is found incorrect. I further undertake that I have neither been debarred by any of the Government agencies in Kerala or any other central/stage government organization nor left any assignmentwith the consultants engaged by Employer / contracting firm (firm to be supervised now) for any continuing work of Employer without completing my assignment. I will be available for the entire duration of the current project (named...).If I leave this assignment in the middle ofthework, Employer would be at liberty to debar me from taking any assignment in any of the Employer. I have no objection if my services are extended by the Employer for this work infuture.

I further undertake that my CV is being proposed for this project by------ (the Applicant firm) and I have not given consent to any other consultant(s) to propose my CV for any position for this project.

I further undertake that if due to my inability to work on this project due to unavoidable circumstances, due to which consultant's firm is forced to seek replacement. In such unavoidable circumstances, I shall not undertake any employment in Employer projects during the period of assignment of this project and Employer shall consider my CV invalid till such time.

I undertake that I have no objection in uploading/hosting of my credentials by Employer in public domain.

For Key Personnel having intermittent inputs, add the following:

I further certify that I am associated with the following assignments as on date (as on 7 days priortodue date for submission of proposal) including those for which LOA has been received by the firm and the inputs in these assignments shall not effect the work of the current assignment.

Name of Assignment	Client	Date of LOA	Likely start	Likely end	Total input of the
			(Month / Year)	(Month / Year)	person (man-
					months)

Date

.....

(Signature of KeyPersonnel)

(Day/Month/Year)

The Authority's Engineer should carryout self-evaluation based on the evaluation criteria at Appendix-EC and furnish the same here. While submitting the self-evaluation along with bid, Authority's Engineer shall make references to the documents, which have been relied upon in his self-evaluation.

#### Certification by the firm

The undersigned on behalf of ------(name of consulting firm) certify that Shri,.... ......(name of proposed personnel) to the best of our knowledge has neither been debarred by any of the Government agencies in Kerala or any other Central/State Government organization nor left his assignment with any other consultingfirmengagedbytheEmployer/Contractingfirm(firmtobesupervisednow) forthe ongoing projects. We understand that if the information about leaving the past assignment is known to the Employer, Employer would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by theEmployer.

[Signature of authorized representative of the Firm]

- a) Deleted.
- b) Deleted.
- c) Deleted.
- d) Deleted.
- e) Deleted.
- f) Deleted

# **APPENDIX B-7: TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

# A. ActivitySchedule

SI. No.	Name	Position		Month wise Program(in form of Bar Chart) [1 <sup>st</sup> , 2 <sup>nd</sup> , etc. are months from the start of assignment]											
			1 <sup>st</sup>	-				6 <sup>th</sup>				10 <sup>th</sup>	11 <sup>th</sup>		Number of
														year	
1															Subtotal(1)
2															Subtotal(2)
3															Subtotal(3)
4															Subtotal(4)
-															-
-															-

# APPENDIX B-8 : ACTIVITY (WORKS) SCHEDULE

# B. ActivitySchedule

			Month wise Program(information of Bar Chart) [1st,2nd, etc. are months from the start of assignment]										
Sr.No.	Item of Activity (Works)	1 <sup>st</sup>	2 <sup>nd</sup>	3rd	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>
1													
2													
3													
4													
-													
-													

# C. Completion and Submission ofReports

Sr.No	Reports:	Programme Date)
1	Monthly reports	
	(Design and Co <b>n</b> struction)	
2	Quarterly Reports	
3	Various others reports as provided in the Concession Agreement such as	
	Completion Report	

# APPENDIX B-9: AFFIDAVIT FOR CORRECTNESS OF CV OF KEY PERSONNEL AND EXPERIENCE CLAIMED BY THE FIRMS

### (To be submitted on non-judicial Stamp Paper)

I, the undersigned, onbehalfof \_\_\_\_\_ (name of the Authority's Engineer submitting the proposal), do hereby certify that the details furnished in this proposal including CV of key personnel and experience claimed by the firm/firms are true and correct to the best of my knowledge andbelief.

Managing Director/Head oftheFirm/Authorised Representative of thefirm\* Address \*Lead Member in case ofJV

# **APPENDIX B-10: INTEGRITY PACT**

(TobeexecutedonplainpaperandsubmittedalongwithTechnicalBid/Tenderdocum entsfor tenders having a value between Rs.5 Cr and 100 Cr. To be signed by the bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the KSTP)

Tender No.\_\_\_\_\_

This integrity Pact is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20.... Between

KSTP, herein after referred to as "**ThePrincipal**", which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns.

And

\_\_\_\_\_\_ hereinafter referred to as "**The Bidder/ Contractor/Concessionaire/Consultant**" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

#### **Preamble**

Whereas, the Principal intends to award, under laid down organizational procedures, contract/s for "Authority's Engineer for Supervision of 'Rehabilitation & Upgradation of Alappuzha - Changanassery Road into Semi Elevated Highway in the state of Kerala under Rebuild Kerala Initiative' on EPC Basis". The Principal values full compliance with all relevant laws of the land,rules of land,regulations,economic use of resources and of fairness/ transparency its relations with its Bidder(s) and/ in or Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties .Now,therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnesses asunder:-

## **Article-1 Commitments of the Principal**

- 1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the followingprinciples:
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self, or third person, any material of immaterial benefit which the person is not legally entitledto.

 b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same in formation and to any Bidder(s) Confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biasednature.
- 2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, thePrincipal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

# Article – 2 Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s).

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

- (a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to,inorder to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of thecontract.
- (b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding,whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmittedelectronically.
- (d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign- origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly the Bidder(s)/

Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, ifany.

- (e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents,brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
  - (f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  - (g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of hisbid.

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

- If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tenderprocess.
- 2. If the Bidder/ Contractor/ Concessionaire/ Authority's Engineer has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor/ Concessionaire/ Authority's Engineer for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor/ Concessionaire/ Authority's Engineer and the amount of the damage. The exclusion will be imposed for a minimum of 1year.
- 3. A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no materialdoubts".
- 4. The Bidder/ Contractor/ Concessionaire/ Authority's Engineer with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given

freely and after obtaining independent legaladvice.

- 5. The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/ Concessionaire/ Authority's Engineer shall be final and binding on the Bidder/ Contractor/ Concessionaire/ Consultant.
- 6. On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder/ Contractor/ Concessionaire/ Authority's Engineer shall not be entitled for any compensation on thisaccount.
- 7. Subject to full satisfaction of the Principal, the exclusion of the Bidder/ Contractor/ Concessionaire/ Authority's Engineer could be revoked by the Principal if the Bidder/ Contractor/ Concessionaire/ Authority's Engineer can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

# Article – 4 Compensation for Damages.

- 1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Arcticle-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security (equivalent to 1% of Contract Price) apart from any other legal right that may have accrued to the Principal.
- 2. In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Authority's Engineer and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement againstTermination.

# Article-5 PreviousTransgression

- 1. The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anticorruption/Transparency International(TI)approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tenderprocess.
- 2. If the Bidder makes in correct statement on this subject,he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 abovefortransgressionsof Article-2andshallbeliableforcompensationfordamages as per Article-4above.

# Article-6 Equal treatments of all Bidders/ Contractors/ Concessionaires

# / Consultants/ Subcontractors.

- 1. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contractsigning.
- 2. The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Concessionaires/ Consultants andSubcontractors.
- 3. The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate itsprovisions.

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

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

# Article-8 Pact Duration

This Pact begins when both parties have legally signed it.(In case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Authority's Engineer 12 months after his Defect Liability period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. (In case of BOT Projects) It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by KSTP.

## Article - 10 Other Provisions.

- 1. This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e.....
- 2. Changes and supplements as well as termination notices need to be made in writing.
- 3. If the Bidder/Contractor/Concessionaire/Authority's Engineer is a partnership or a consortium, this pact must be signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid,

the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

- 5. Any disputes /differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- 6. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

(For & On behalf of the Principal)	(For & On behalf of theBidder/
	Contractor/ Concessionaire/
	Authority's Engineer)
(Office Seal)	
Place	
Date	

Witness 1 : (Name & Address):\_\_\_\_\_

Witness 2 : (Name & Address): \_\_\_\_\_

# **SECTION 5:** FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL.

Appendix C-1 Financial proposal submission form

Appendix C-2 Summary of costs

Appendix C-3 Breakdown of costs

#### **APPENDIX C-1: FINANCIAL PROPOSAL SUBMISSION FORM**

#### FROM: (Name of Firm)

TO :

#### **Address of Employer**

#### Subject :

We,the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our proposal. Our attached financial proposal is for the sum of[Amount in words and figures]. This amount is exclusive of the local taxes which we have estimated at (Amount in Words and Figures).

Our financial proposal shall be binding upon us upto the expiration of the validity period of the proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commission and gratuities, if any, paid or to be paid by us to agents relating to this proposal and contract execution, if we are awarded the contract, are listed below:

Name and Address of Agents

Amount and Currency

.....

.....

Purpose of Commission or Gratuity

.....

.....

We understand you are not bound to accept any proposal you receive.

We remain, Yours Sincerely,

Managing Director/Head of the firm/ Authorised Representative of the firm\* Name of the firm Address \*Lead Member in case of JV

# **APPENDIX C-2: SUMMARY OF COSTS**

No.	Description	Amount (Rs.)
Ι	Remuneration for Local Professional Staff	
II	Supporting Staff	
III	Transportation	
IV	Duty Travel to Site	
V	Office Rent	
VI	Office Supplies, Utilities and Communication	
VII	Office Furniture and Equipment	
VIII	Reports and Document Printing	
IX	Road Survey Equipment	
Х	Contingencies	
	Sub Total	
	Goods and Services Tax Payable in India	
	Total Costs (Including Tax)	

Note: Payments will be made as per stipulations of the Conditions of Contract.

# **APPENDIX C-3: BREAKDOWN OF LOCAL CURRENCY COSTS**

#### I <u>REMUNERATION FOR LOCAL PROFESSIONAL STAFF</u>

#### **Road Project**

# For Project with Construction Period of 30 months

No.	Position	Name	Construction Period (30 months) + DLP (60 months)			
			Rate	No. of man- months*	Amount	
	Professional Staff					
1.	Team Leader cum Senior Highway Engineer					
2.	Resident Engineer cum pavement specialist					
3.	Assistant Resident Engineer					
4.	Bridge/Structural Engineer					
5.	Senior Quality cum Material Expert					
6.	Road Safety Expert					
7.	Senior Contract Specialist					
8.	Health & Safety Engineer					
9.	Environmental Specialist					
10.	Labour/Social Specialist					
	Sub – Total					
	Sub-professional					
1.	Quantity Surveyor					
2.	Survey Engineer					
3.	Lab Technicians					
	Sub Total					
	Total					

\*The man-month against each key personnel/sub – professional shall be same as specified in Enclosure A of TOR.

# II. <u>Support Staff</u>

No.	Position	Name	Staff N	Ionths	Billing Rate()	Amount()
1.	Office Manager	TBN				
2.	Accountant cum Cashier	TBN				
3.	Steno cum Computer Operator	TBN				
4.	Office Boy (1 no)	TBN				
					Total :	

**Note**: Billing rates as indicated above shall be increased in accordance of clause 6.2(a) Special Conditions of Contract for the personnel of all categories namely (i) key Personnel; (ii) sub- Professional personnel and (iii) Support staff. The increase as above shall be payable only on the remuneration part of Key Personnel, Sub-Professional Personnel and support staff. However, for evaluation of Bid proposals, the quoted initial rate shall be multiplied by the total time input for each position on this contract, i.e.without considering the increase in the billing rates.

# III. <u>Transportation</u> (Fixed rate on rental basis)

The vehicles provided by the Consultants shall include the cost for rental, drivers, operation, maintenance, repairs, insurance, etc. for all complete approx. 3000km/month run

Sr.No	Description of Vehicles	Qty. (No. of vehicle-month)		Total	Rate/ Vehicle-	Amount
		During Construction Period	During Development and O&M Period		Month	
1						
2						
	Total					

# IV. <u>Duty Travel to Site (Fixed Costs) (For all Lengths of projects)</u>: Professional and Sub-Professional Staff

Trips	Number of Trips	Rate*	Amount

\* Rate quoted includes Hotel charges, travel cost etc.complete.

# V. <u>Office Rent (Fixed Costs)–</u>Minimum 200 sqm area of office shall be **rented.** The rent cost includes electricity and water charges, maintenance, cleaning, repairs, etc. complete.

Nos. of Months	Rate/month	Amount
30		

The rent cost includes electricity and water charges, maintenance, cleaning, repairs, etc. Complete. The Key personnel and other sub professional staffs as deailed in Enclosure A of ToR will be accommodated in employer offices during maintenance phase.

# VI. Office Supplies, Utilities and Communication (Fixed Costs)

No	Item	Months	Monthly Rate	Amount in Rs.
1.	Office Supplies			
2.	Drafting Supplies			
3.	Computer Running Costs			
4.	Domestic and International Communication			

# VII. Office Furniture and Equipment (Rental)

The cost shall include rental charges towards all such furniture and equipment as required for proper functioning of office. Office furniture shall include executive tables, chairs, visitor chairs, steel almirahs, computer furniture, conference table etc. Office equipment shall include as a minimum of telephone (2external&10 internallines), photocopier (15ppm,12000 copies per month with A3 & A4 input) fax machine, PCs(5 No., Intel Core 2 Duo E8300, 19" colour TFT, Cache-6MB, RAM-2 GB, HDD-250 GB, DVD Writer, Key board, optical scroll mouse, MS- Windows Vista Business, pre-loaded anti-virus etc.), laser printers (2 no., 14 ppm, 266 MHZ, 5000 pages per month, 600x600 dpi or better etc., Engineering Plan printer (1 no.), binding machine (1 no.), plotter A0 size, overhead projector, AC (4 no., 1.5 Ton), Water Coolers (as required)etc.

Office furnitures and equipments for Key personnel and other sub professional staffs as deailed in Enclosure A of ToR during mainteancne phase will be provided by the employer.

Any equipment and office furniures made available to the Consultant by the Employer, or purchased by the Consultant wholly or partly with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Employer an inventory of such equipment and furnitures and shall dispose of such equipment and furnitures in accordance with the Employer's instructions.

Nos. of Months	Rate/month	Amount
30		

#### VIII. Reports and Document Printing

No.	Description	No. of Reports	No. of Copies per Report	Total Nos. of copies	Rate per Copy ( )	Amount
1	Monthly reports (Design and Construction)					
2	Half yearly Reports					
3	Various others reports as provided in the Concession Agreement such as CompletionReport					
				Total		

#### IX. Road SurveyEquipment

The cost shall include carrying out survey using equipment, manpower, software and report processing.

Item	Kms	Rate per km (INR)	Nooftimes survey tobe conducted	Amount (INR)
Surface defects detection and roughness measurement				
using Network Survey Vehicle				
Pavement strength measurement using FWD				
Bridge inspection using Mobile Bridge Inspection Unit				
Road signs inspection using Retro Reflectometer				
			Total	

#### X. Contingencies

A fixed amount of Indian Rupees ONE MILLION shall be included in the Financial Proposal. The provisions of Contingency shall be operated with the specific approval from the Competent Authority in Kerala State Transport Project.

#### **SECTION 6: TERMS OF REFERENCE FOR AUTHORITY'S ENGINEER**

[Note: The term "Agreement" and clauses thereof refer to the EPC Agreement dated-----entered between Authority and ------ (the Contractor) for the work of Upgradation of Alappuzha-Changanassery Road into Semi Elevated Highway in the State of Kerala under Rebuild Kerala Initiative (RKI) on Engineering, Procurement, Construction (EPC) basis]

- 1. Scope
  - 1.1 These Terms of Reference (the"**TOR**") for the Authority's Engineer are being specified pursuant to the EPC Agreement dated....... (the "**Agreement**"), which has been entered into between the Authority and (the "**Contractor**") for Upgradation of Alappuzha-Changanassery Road into Semi Elevated Highway in the State of Kerala under Rebuild Kerala Initiative (RKI) on Engineering, Procurement, Construction (EPC) basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.
  - 1.2 The TOR shall apply to construction and maintenance of the Project Highway.

#### 2 Definitions and interpretation

- 2.1 The words and expressions beginning with or in capital letters and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- 2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be reference to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of thisTOR.

2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, *mutatis mutandis*, to thisTOR.

#### 3 General

3.1 The Authority's Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good IndustryPractice.

3.2 The Authority's Engineer shall perform the duties and exercise the authority in accordance with the provisions of this Agreement, but subject to obtaining prior written approval of the Authority before determining.

Any Time Extension.

Any additional cost to be paid by the Authority to theContractor;

The Termination Payment;or

Any other matter which is not specified in (a), (b) or (c) above and which creates an obligation or liability on either Party for a sum exceeding Rs.5,000,000(Rs.Fifty lakh.)

- 3.3 The Authority's Engineer shall submit regular periodic reports, once every month, to the Authority in respect of its duties and functions under this Agreement. Such reports shall be submitted by the Authority's Engineer with in 10(ten) days of the beginning of every month.
- 3.4 The Authority's Engineer shall in form the Contractor of any delegation of its duties and responsibilities to its suitably qualified and experienced personnel; provided, however, that it shall not delegate the authority to refer any matter for the Authority's prior approval in accordance with the provisions of Clause 18.2 EPCAgreement.
- 3.5 The Authority's Engineer shall aid and advise the Authority on any proposal for Change of Scope under Article13.
- 3.6 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Authority's Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

# 4. Role and responsibility of Officers of the Authority

The officer in-charge of the Authority (e.g.PD/RO/CGM/Member in the case of NHAI; RO/CE/ADG in the case of MoRTH projects executed through the State PWDs; and PD/ED/Director in the case of NHIDCL) is responsible for the overall supervision and monitoring of the execution of project as the representative of the owner of the project. The Authority's Engineer is appointed to assist the Authority for carrying out the functions as detailed under clause 18.2 of the EPC Agreement.As such, an officer of the Authority is vested with all such powers and responsibilities as are enjoined upon the Authority's Engineer and is fully competent to issue any instructions for proper monitoring and supervision of the project, either by himself or through the Authority's Engineer. Instructions issued by the concerned officer of the Authority shall have the same effect as that of the Authority's Engineer in terms of this Agreement. Wherever such concerned officer issues any instructions or notice to the Contractor, he shall endorse a copy thereof to the Authority's Engineer.

#### 5 ConstructionPeriod

5.1 During the Construction Period, the Authority's Engineer shall review and approve the Drawings furnished by the Contractor along with supporting data, including the geo- technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, and the recommendations of the Safety Consultant in accordance with the provisions of Clause 10.1.6 of EPC Agreement. The Authority's Engineer shall complete such review and approve and send its observations to the Authority and the Contractor within 15 (fifteen) day s of receipt of such Drawings; provided, however that in case of a Major Bridge or Structure, the aforesaid period of 15 (fifteen) days may be extended upto 30 (thirty) days. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.

- 5.2 The Authority's Engineer shall review and approve any revised Drawings sent to it by the Contractor and furnish its comments within 10 (ten) days of receiving such Drawings. The review/approval of drawing should be authenticated by Authority's Engineer.
- 5.3 Quality Assurance Manual and Plan forms the basis of quality of the work.It is therefore essential that the Quality Assurance Manual and Plan prepared by the Contractor be checked and approved. Thus, the Authority's Engineer shall check contents of Quality Assurance Plan and Manual of Concessionaire as per requirements of Quality Management System (as per ISO 9001), IRC:SP:47-1998 and IRC: SP: 57-2000 for road bridges and roads respectively. The Authority's Engineer Authority's Engineer shall also offer their comments for modifying/ improving the document. After receiving the corrected document, the Authority's Engineer shall review and formally approve the QAM and Quality Plan and send one copy to the Authority. The Authority's Engineer shall complete the review of the methodology proposed to be adopted by the Contractor for executing the Works, and convey its comments to the Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from theContractor.
- 5.4 The Authority's Engineer shall grant written approval to the Contractor, where necessary, for interruption and diversion of the flow of traffic in the existing lane(s) of the Project Highway for purposes of maintenance during the Construction Period in accordance with the provisions of Clause 10.4 EPCAgreement.
- 5.5 The Authority's Engineer shall review the monthly progress report furnished by the Contractor and send its comments thereon to the Authority and the contractor within 7 (seven) days of receipt of such report.
- 5.6 On a daily basis, the concerned key personnel of Authority Engineer shall inspect the Construction Works. Following activities need to be undertaken during thevisits.
  - Review of construction including progress, quality and safety of construction
  - Inspection of defects and deficiencies in constructionworks
  - Witnessing quality inspection tests at labs established by Concessionaire on a samplebasis

Review of quality of work shall be done in reference to Quality Assurance Plan (QAP)/Manual and ISO 9001:2008, IRC: SP: 47-1998 and IRC: SP: 57-2000 for road bridges and roads respectively. The Authority's Engineer also needs to capture following documents and send to KSTP field office via email on a daily basis

- Scanned copy of filled RFI (Request for Inspection) form including commentary on 'Satisfactory/Unsatisfactory' nature of work completed by Concessionaire.
- Daily inspection report Proforma as provided in AnnexureI
- Readings of quality inspection tests witnessed by theConsultant
- Minimum 6 high resolution photographs supporting the remarks made by the Authority's Engineer in RFIform

Team Leader will be responsible for sending daily emails to KSTP office

5.7 On a monthly basis, the Authority Engineer shall prepare a **Monthly Inspection Report** in accordance with the format prescribed in **Annexure V** setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Authority Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project Highway. The Authority Engineer shall send a copy of its Inspection Report to the Authority and the Concessionaire latest by 7<sup>th</sup> of every month. Key sections of the Monthly Progress Report are asfollows.

S No.	Section	Sub-Sections	
		1.1 Construction progress in current month	
1	Europutino Cummonu	1.2 Summary of strip plan	
1	Executive Summary	1.3 Detailed strip plan	
		1.4 Current issues and recommended actions by AE	
		2.1 Salient Features of the Project	
2	Draingt Assessing	2.2 Project Milestones	
Z	Project Overview	2.3 Location Map	
		2.4 Key Plan	
3	<b>Critical issues and Action</b>	3.1 Pending issues and action log	
3	log	3.2 Obligations as per contract	
4	Physical Progress	4.1 Detailed physical progress by component	
		5.1 LA summary	
		5.2 LA detail by CALA	
5	Land Acquisition and	5.3 LA detail by village	
5	Clearances	5.4 Manpower with each CALA	
		5.5 Clearances summary	
		5.6 Status of utility shifting	
6	Change of Scope	6.1 Status of pending COS proposals	
7	Mobilization of Resources	7.1 Resource mobilization by contractor/ concessionaire	
8	Financial Progress Details	8.1 Pen picture- Escrow	
0	rinanciai i rogi ess Detaiis	8.2 Escrow details	
9	Summary of quality control	9.1 Tests witnessed by IE/AE	
)	tests	9.2 Tests conducted by IE/AE	
	Monitoring of maintenance	10.1 Critical issues and action log	
10	obligations during	10.2 Cumulative defects and deficiencies	
	construction phase	10.3 Status of damages	
11	Safety features	11.1Penpictureonsafetyfeaturesatconstructionsite	
11		11.2 Accident report	
		Annex 1: Detailed list of physical components as per	
12	Annexures	Schedule G	
		Annex 2 onwards: Additional details provided by AE	

- 5.8 If at any time during the Construction Period, the Authority Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.
- 5.9 The Authority's Engineer shall conduct the pre-construction review of manufacturer's reports and standard samples of manufactured Materials, and such other Materials as the Authority's Engineer mayrequire.
- 5.10 For determining that the Works conform to Specifications and Standards, the Authority's Engineer shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in theAgreement and in accordance with Good Industry Practice for quality assurance. For purposes of this, the tests specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works issued by MORT&H (the "Quality Control Manuals") or any modifications/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance.
- 5.11 The Authority's Engineer shall test check at least 60(sixty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor.
- 5.12 The timing of tests referred to in Paragraph 5.10, and the criteria for acceptance/rejection of their results shall be determined by the Authority's Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice.
- 5.13 In the event that results of any tests conducted under Clause 11.10 establish any Defects or deficiencies in the Works, the Authority's Engineer shall require the Contractor to carry out remedialmeasures.
- 5.14 The Authority's Engineer may instruct the Contractor to execute any work which is urgently required for the safety of the Project Highway, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of Clause21.6 of EPC Agreement shall apply.
- 5.15 In the event that the Contractor fails to achieve any of the Project Milestones, the Authority's Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Authority's Engineer shall determine that completion of the Project Highway is not feasible within the time specified in the Agreement, it shall require the Contractor to indicte within 15 (fifteen) days the steps proposed to be take to expedite progress, and the period within which the Project Completion Date shallbe achieved. Upon receipt of a report from the

Contractor, the Authority's Engineer shall review the same and send its comments to the Authority and the Contractor forthwith.

- 5.16 The Authority's Engineer shall obtain from the Contractor a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued pursuant to Clause 12.2 of EPC Agreement.
- 5.17 Authority's Engineer may recommend to the Authority suspension of the wholeorpart of the Works if the work threatens the safety of the Users and pedestrians. After the Contractor has carried out remedial measure, the Authority's Engineer shall inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked.
- 5.18 In the event that the Contractor carries out any remedial measures to secure the safety of suspended works and users, and requires the Authority's Engineer to inspect such works, the Authority's Engineer shall inspect the suspended works within 3 (three) days of receiving such notice, and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.
- 5.19 The Authority's Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-K and issue a Completion Certificate or Provisional Certificate as the case may be. For carrying out is functions under this Paragraph 4.18 and all matters incidental there to, the Authority's Engineer shall act under and in accordance with the provisions of Article 12 and Schedule-K. The Authority's Engineer shall use following equipment in carrying out the tests.

S No	Key metrics of Asset	Equipment to be used
1	Surface defects of pavement	Network Survey Vehicle (NSV)
2	Roughness of pavement	Laser Profilometer
3	Strength of pavement	Falling Weight Reflectometer (FWD)
4	Bridges	Mobile Bridge Inspection Unit (MBIU)
5	Road signs and road markings	Retro-reflectometer

#### 6 MaintenancePeriod

- 6.1 The Authority's Engineer shall aid and advise the Contractor in the preparation of its monthly Maintenance Programme and for this purpose carry out a joint monthly inspection withContractor.
- 6.2 The Authority's Engineer shall undertake regular inspections, at least once every month to evaluate compliance with the Maintenance Requirements and submit a Maintenance Inspection Report to the Authority and theContractor.

# 6.3 Visual Inspection of projecthighway

6.3.1 The Authority Engineer shall carry out visual inspection of entire highway stretch as per the frequency defined in the following table

		Frequency	
Nature	e of defect or deficiency	of	
ROADS		inspection	
	Carriageway and paved shoulders		
(a) (i)	Breach or blockade	Daily	
(ii)	Pot holes	Daily	
(iii)	Cracking	Weekly	
(iv)	Rutting	Weekly	
(v)	Bleeding/skidding	Weekly	
(v) (vi)	Ravelling/Stripping of bitumen surface	Weekly	
(vii)	Damage to pavement edges	Weekly	
(viii)	Removal of debris	Daily	
(b)	Hard/earth shoulders, side slopes, drains and culverts		
(i)	Variationbymorethan2%intheprescribedslopeofcamber/crossfall	Weekly	
(ii)	Edge drop at shoulders	Weekly	
(iii)	Variationbymorethan15%intheprescribedside(embankment)slopes	Weekly	
(iv)	Rain cuts/gullies in slope	Weekly	
()	Damagetoorsiltingofculvertsandsidedrainsduringandimmediately	Weelshy	
(v)	preceding the rainy season	Weekly	
(vi)	Desilting of drains in urban/semi-urban areas	Daily	
(c)	Road side furniture including road signs and pavement marking	5	
(i)	Damage to shape or position;	Daily	
(i)	poor visibility or loss of retro-reflectivity	Dally	
(d)	Street lighting and telecom (ATMS)		
(i)	Any major failure of the system	Daily	
(ii)	Faults and minor failures	Daily	
(iii)	Streetlight with Lux Meter	Weekly	
(e)	Trees and plantation	·	
(i)	Obstruction in a minimum head-room of 5 m above carriageway or	Daily	
(i)	obstruction in visibility of road signs	Dally	
(ii)	Deterioration in health of trees and bushes	Weekly	
(iii)	Replacement of trees and bushes	Weekly	
(iv)	Removal of vegetation affecting sight line and road structures	Weekly	
(f)	Rest areas/Wayside amenities		
(i)	Cleaning of toilets	Daily	
(ii)	Defects in electrical, water and sanitary installations	Daily	
(g)	Toll plaza[s]		
(i)	Failure of toll collection equipment including ETC or lighting	Daily	
(ii)	Damage to toll plaza	Weekly	
(h)	Other Project Facilities and Approach roads		
	DamageordeteriorationinApproachRoads, -[pedestrian		
(i)	facilities, trucklay-bys,bus-bays,bus-	Daily	
	shelters,cattlecrossings,TrafficAidPosts,		
	Medical Aid Posts and other works]		
(j)	Incident Management		

Natur	e of defect or deficiency	Frequency of inspection
(i)	InstancesofIncidentManagementasreportedincludingtimeofcall, Response time, servicesrenderedandtimeofclearingoftheHighway.	Daily
(ii)	List of the Incident Management Services rendered.	Weekly
BRID	GES	
(a)	Superstructure of bridges	
(i)	Cracks	Weekly
(ii)	Spalling/scaling	Weekly
(b)	Foundations of bridges	
(i)	Scouring and/or cavitation	Weekly
(c)	Piers, abutments, return walls and wing walls of bridges	
(i)	Cracks and damages including settlement and tilting	Weekly
(d)	Bearings (metallic) of bridges	
(i)	Deformation	Weekly
(e)	Joints in bridges	
(i)	Loosening and malfunctioning of joints	Weekly
(f)	Other items relating to bridges	
(i)	Deforming of pads in elastomeric bearings	Weekly
(ii)	Gatheringofdirtinbearingsandjoints;orcloggingofspouts,weepholes and vent-holes	Weekly
(iii)	Damage or deterioration in parapets and handrails	Weekly
(iv)	Rain-cuts or erosion of banks of the side slopes of approaches	Weekly
(v)	Damage to wearing coat	Weekly
(vi)	Damageordeteriorationinapproachslabs,pitching,apron,toes,flooror guide bunds	Weekly
(vii)	Growth of vegetation affecting the structure or obstructing the waterway	Weekly

- 6.3.2 All elements which have daily inspection frequency shall be inspected weekly as well. Similarly, all elements which have weekly inspection frequency shall be inspected monthly aswell.
- 6.3.3 Dailyinspectionreportformatandweeklyinspectionreportformathasbeenpro vided

inAnnexureIIandIIIofthisdocumentrespectively.Manpowerwhichneedstocon duct visual inspection and mode of reporting is defined in the followingtable

Frequency of inspection	Inspection to be carried out by	Mode of reporting
Daily	Sub-professional staff	Soft copy by Email
Weekly	Key personnel	Soft copy by Email
Monthly	Key personnel	HardcopyandSoftcopy

- 6.3.4 Highresolutionphotographsandvideoofthehighwaystretcheshavingdefectsa nd/or deficiencies shall be submitted along with Weekly Inspection Report and Monthly Status Report. Summary of key observations around defects and deficiencies in highway stretch shall be reported in Monthly Progress Report and detailed inspection report shall be provided as Annexure to Monthly ProgressReport.
- 6.3.5 The Authority's Engineer shall also be responsible for inspection and monitoring of Wayside Amenities. ETC (Electronic Toll Collection) and

# 6.4 Road conditions surveys

6.4.1 The carrying out of condition surveys will be one of the most important and crucial field tasks under the project. The Authority Engineer shall carry out condition surveys using equipment and following a frequency as defined under.

S No	Key metrics of Asset	Equipment to be used	Frequency of condition survey
1	Surface defects of pavement	Network Survey Vehicle (NSV)	Atleasttwiceayear(Asper surveymonthsdefinedforthe statebasisrainyseason)
2	Roughness of pavement	Laser Profilometer	Atleasttwiceayear(Asper surveymonthsdefinedforthe statebasisrainyseason)
3	Strength of pavement	Falling Weight Reflectometer (FWD)	At least once a year
4	Bridges	Mobile Bridge Inspection Unit (MBIU)	Atleasttwiceayear(Asper surveymonthsdefinedforthe state basis rainy season)
5	Road signs	Retro-reflectometer	Atleasttwiceayear(Asper surveymonthsdefinedforthe state basis rainy season)

The first equipment based inspection shall be conducted at the time of completion testing. The other inspections shall be conducted before and after the rainy seasons as per the schedule defined in Annexure IV, except for FWD testing which shall be conducted once ayear.

Calibration of equipment, wherever needed, is required to be done in presence of Competent Authority. Once approval of equipment, the settings and a sample data set is provided by Competent Authority, network level data for entire project stretch can be collected. Month of survey for each state has been defined in Annexure IV of this document.

#### 6.4.2 Measurement of pavement surface defects androughness

i. The Authority Engineer shall use Network Survey Vehicles mounted with equipment such as Laser based automatic crack detection , high resolution digital cameras for RoW and pavement, high accuracy DGPS receiver and in vehicle data processing software or better technology to accurately measure following pavement surfaceproperties

Surface defect	Dimensions to be reported
	Length
Cracking	• Width
	• Depth
Potholes	• Area
1 otholes	• Depth
Raveling	Indicator

Surface defect	Dimensions to be reported
	•%
	●Area
Dutting	•Depth
Rutting	●Width
Concrete Joint/ Faulting	•Length
Roughness	•IRIinbothwheelpaths

- ii. The following criteria shall be met by the process of defects detection
  - Measurement of 3D road profile using such technologies as laser scanning or other proventechnologies.
  - Ability to operate (collect data) at different speeds with a minimum speed of 30km/hr and upto at least 75 km/hr.
  - Profile depth accuracy of 0.5mm
  - Capability for lane tracking to control driver wander' and ensure high repeatability of data betweensurveys.
  - Measure at least 3.5m width of highwaylane.
  - Transverse Profile including rut depth measurement of pavement surface widths of both carriageway and shoulders. The rut depth data must be convertible to different straightedge lengths (1.8m to 3.5m) and meet industry standards (ASTM E1703 /E1703M).
  - Pavement images with capability to automatically identify and ratedistresses
  - Roughness measurement with outputs of both raw longitudinal profiles and International Roughness Index (IRI) calculation shall be reported at least 100m referenced to the preceding Location Reference Post (LRP). The roughness must meet ASTM-E950 (equivalent to Class I road profiler). The IRI shall be determined in both wheelpaths.
  - Ability to record images at user-defined intervals (e.g. every 5, 10m, etc.)
  - Minimum images resolution of 1600x1200
  - Outputs must include Standard JPEG image or similar industrystandard
  - Distance resolution of <1mm,
  - Capable of achieving distance accuracy of 0.1% (i.e. within 1m over 1km distance)
  - All data outputs should be in a non-proprietary format (e.g. .CSV, .MDB, Excel) and not require specialist software in order to view or formatdata
  - Data should also be capable of being easily formatted into data compatible withHDM-4
- iii. The following are the set of deliverables which should be submitted after completion of survey as part of Monthly ProgressReport
  - Raw data generated from the equipment which are part of Network Survey covering the parameters mentioned in above table. It should also include
    - Survey ID, Description, Date,Lane
    - GPS referenced data for GISmapping
    - Videologging
    - Pavement imagery(AVI/JPEG)
    - 360 degree imagery (JPEG)

• Interpretation report covering summary of entire survey and analysis of defects and deficiencies

#### 6.4.3 Measurement of pavementstrength

- (i) The Authority Engineer shall carry out structural strength surveys for existing pavements using Falling Weight Deflectometer technique in accordance with the procedure given in IRC:115-2014 (Guidelines for Structural Evaluation and Strengthening of Flexible Road Pavements Using Falling Weight Deflectometer (FWD) Technique) and IRC: 117-2015 (Guidelines for the Structural Evaluation of Rigid Pavement by Falling WeightDeflectometer)
- (ii) The interval at which deflection measurements are to be taken up are as per IRC: 115- 2014 / IRC:117-2015. For flexible pavements, the sample size and the interval of the data to be collected depends on the length of the uniform section calculated and condition of the pavement section i.e. 'good', 'fair' and 'poor' for each lane, established on the pavement condition data based on the criterion given in IRC: 115-2014. Forrigid pavements, the deflection data may be collected at interiors, corners, transverse joints and longitudinal joints in the outer lanes at intervals as specified in IRC: 117-2015.
- (iii) The following are the set of deliverables which should be submitted after completion of inspection test as part of Monthly ProgressReport
  - Data report covering followingparameters
    - Deflection Bowl (Transient Deflections at seven differentpoints)
    - Corrected Elastic Modulus BituminousE1
    - Corrected Elastic Modulus GranularE2
    - Corrected Elastic Modulus SubgradeE3
    - SubgradeCBR
  - Interpretation report covering summary of entire survey results and analysis of keyparameters
  - 6.4.4 The Authority Engineer shall carry out the condition and structural assessment survey of the bridges in accordance with IRC-SP; 35 with the use of Mobile Bridge Inspection unit (MBIU) or bettertechnology.
- (i) The following criteria shall be met by the process of bridge conditionassessment
  - Automatic folding and unfolding ofplatform
  - 90 degree rotation ofplatform
  - Sufficient safety features to be incorporated such as dedicated power supply, emergency cut off system,etc
  - Complete access to hidden parts of the bridge by theraters
- (ii) Detailed bridge inspection report shall be submitted as per the Inspection Proforma provided in IRC-SP35

# 6.4.5 Measurement of retroreflection of roadsigns

- (i) The Authority Engineer shall measure Coefficien to fretro reflected luminanceR<sub>A</sub> (night time retro reflection) of road traffic signs using a portable retroreflectometer.
- (ii) The following criteria shall be met by the process of road signs retro reflection measurement
  - MeasurementofretroreflectivesignsshallbeconductedinaccordancewithASTM E1709 and ASTME2540
  - Measurement time after pressing trigger shall be less than or equal to 1sec
  - Observation angle adjustment from 0.2 degrees to 2.0 degrees
  - Entrance angle adjustment from -45 degrees to +45degrees
  - Self-contained commercially availablebattery
  - Inbuilt data storage of at least 2,000 measurements so that data transfer requirement is minimized while the survey is beingconducted
  - Interface for transferring data from device toComputer
  - Built in GPS to capture GPS coordinates of roadsign
  - Range shall be at least 0-2000cd/lx/m<sup>2</sup>
- (iii) The following are the set of deliverables which should be submitted after completion of survey as part of Monthly ProgressReport
  - System generated coefficient of retro reflected luminance R<sub>A</sub> (nighttime retro reflection) of all roadsigns
  - Interpretation report covering analysis of road signs falling in different range of  $R_{\!A}\,$  and actions to betaken
  - 6.5 The Authority Engineer shall carryout following inspections of ETC lanes at toll plazas on a month basis:
- (i) Infrastructure:
  - Availability of civil infrastructure at toll plazas required for installation of ETCsystems
  - Adequacy of hardware, software and other related items as per IHMCL/ KSTP technical specifications and requirements
- (ii) Operations:
  - Adherence of various stakeholders (acquirer bank, system integrator, toll operator, issuer bank etc) of the ETC system to the service levelagreements
  - Efficacy of the ETC system (RFID tagging, AVC, WIM etc) in terms of accuracy and uptime
  - Tracking and reporting toll plaza experience metrics such as average waiting time, transaction times for different modes of payment (RFID, cash, smart cards, QRcodes

etc) and congestion levels (eg. length of queue in different lanes) across 4 different times in a day

# • Robustness of dispute resolution mechanisms in place for the tag holder and toll operators by the issuer and acquirerbanks

6.6 The Authority Engineer shall prepare a Monthly Status Reportin O&M phase of project in respect of its duties and functions under this Agreement and in accordance with the format prescribed in Annexure VI. 1st deliverable of the report which is an executive summary to the main report (Section 1) shall be submitted to the Authority and updated on the PMIS and project specific website by 4th of every month. Main report (Section 2 onwards) shall be submitted to the Authority and updated on the PMIS and project specific website by 7th of every month. Key sections of the Monthly Status Report are asfollows;

S.No	Sections	Sub sections	
4		1.1 Overall road condition	
		1.2 Key reporting metrics	
		1.3 Key maintenance activities undertaken	
1	Executive Summary	1.4 Pending issues	
		1.5 Recommended actions by AE	
		1.6 Strip plan for maintenance	
		2.1 Key project details	
		2.2 Location map	
2	Project Overview	2.3 Key plan	
		2.4 Summary of project features	
		2.5 RoW availability	
		3.1 Issue and action log	
3	Critical issues and action	3.2 Summary of deficiencies	
3	taken	3.3 Obligations as per contract	
		3.4 Inspection schedule	
4	Monthly Inspection Report	4.1 Summary of NCR issued	
4	Montiny inspection Report	4.2 Equipment based inspection report	
		5.1 Monthly ETC Report	
5	<b>Monitoring of ETC Lanes</b>	5.2 On-ground infrastructure report	
		5.3 On ground ETC operations & SLA adherence	
		6.1 Damages for non completion of project facilities	
6	Status of damages	6.2 Damages for breach of maintenance activities	
		6.3Damagesfornoncompletionofmajormaintenance works	
7	Change of Scope proposals	7.1 Change of Scope proposals	
8	Status of pending disputes	8.1 Status of pending disputes	
9	Doporto	9.1 Toll collection statement	
9	Reports	9.2 Accident Report	

S.No	Sections	Sub sections
		9.3 Details of user complaints
		9.4 Encroachment list
		9.5 Lane closure report
10	Annexures	AnnexI-Detailedvisualinspectionreportofproject highway
		Annex II onwards- Additional details provided by AE

- 6.7 The Authority's Engineer shall specify the tests, if any, that the Contractor shall carry out, or cause to be carried out, for the purpose of determining that the Project Highway is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and remedial measures, if any, taken by the Contractor in this behalf.
- 6.8 In respect of any defect or deficiency referred to in Paragraph 3 of Schedule-E, the Authority's Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.
- 6.9 The Authority's Engineer shall examine the request of the Contractor for closure of any lane (s) of the Project Highway for under takings maintenance/ repair thereof, and shall grant permission with such modifications, as it may deem necessary, within 5 (five) days of receiving a request from the Contractor. Upon expiry of the permitted period of closure, the Authority's Engineer shall monitor the reopening of such lane(s), and in case of delay, determine the Damages payable by the Contractor to the Authority under Clause 14.5 of EPC Agreement

# 7 Determination of costs and time

- 7.1 The Authority's Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.
- 7.2 The Authority's Engineer shall determine the period of Time Extension that is required to be determined by it under the Agreement.
- 7.3 The Authority's Engineer shall consult each Party in every case of determination in accordance with the provisions of Clause 18.5 of EPC Agreement.

# 8 Payments

- 8.1 The Authority's Engineer shall withhold payments for the affected works for which the Contractor fails to revise and resubmit the Drawings to the Authority's Engineer in accordance with the provision of Clause 10.2.4 (d) of EPCAgreement.
- 8.2 Authority's Engineer shall

- (a) within 10 (ten) days of receipt of the Stage Payment Statement from the Contractor pursuant to Clause 19.4, determine the amount due to the Contractor and recommend the release of 90(ninety)percent of the amount so determined as part payment, pending issue of the Interim Payment Certificate; and
- (b) within 15 (fifteen) days of the receipt of the Stage Payment Statement referred to in Clause 19.4, deliver to the Authority and the Contractor an Interim Payment Certificate certifying the amount due and payable to the Contractor, after adjustments in accordance with the provisions of Clause 19.10 of EPC Agreement.
  - 8.3 The Authority's Engineer shall, within 15 (fifteen) days of receipt of the First stage Maintenance Payment Statement from the Contractor pursuant to Clause 19.6 of EPC Agreement, verify the Contractor's statement and certify the amount to be paid to the Contractor in accordance with the provisions of theAgreement.
- 8.4 The Authority's Engineer shall certify final payment with 30(thirty) days of the receipt of the final payment statement of Maintenance in accordance with the provisions of Clause 19.16 of EPCAgreement.

# 9. Other duties and functions

The Authority's Engineer shall perform all other duties and functions as specified in the Agreement.

## 10. Miscellaneous

The Authority's Engineer shall set up his own arrangments for all his accommodation at a suitable location where the project road situate with all facilities envisaged in this ToR. As and when necessitated by the Employer the Team Leader need to be available at Thiruvananthapuram for review of activities.

- 10.1 All key personnel and sub professional staff of the Authority Engineer shall use the fingerprint based (biometric) attendance system for marking their daily attendance. Attendance shall be marked at least once a day and any time during the day.1Biometric Attendance System shall be installed by the Authority Engineer at its own cost at the site office in order to facilitate the attendance marking. More systems can be installed near the project highway upto a maximum of 1 system per 50km in order to encourage frequent visits of project highway by key personnel and sub professional staff. A copy of monthly attendance records shall be attached with Monthly Status Report. Proper justification shall be provided for cases of absence of key personnel/ sub professional staff which do not have prior approval from Project Director of concerned stretch
- 10.2 Acopyofallcommunications,comments,instructions,DrawingsorDocumentssen tby the Authority's Engineer to the Contractor pursuant to this TOR, and a copy of all the test results with comments of the Authority's Engineer thereon, shall be furnished by the Authority's Engineer to the Authorityforthwith.
- 10.3 The Authority's Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as built' Drawings and keep them in its safe custody.

- 10.4 Within 90 (ninety) days of the Project Completion Date, the Authority's Engineer shall obtain a complete set of asbuilt Drawings in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Authority, reflecting the Project Highway as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project Highway and setback lines, if any, of the buildings and structures forming part of project Facilities; and shall hand them over to the Authority against receipt thereof.
- 10.5 The Authority's Engineer, if called upon by the Authority or the Contractor or both, shall mediate and assist the Parties in arriving at anamicable settlement of any Dispute between the Parties.
- 10.6 The Authority's Engineer shall inform the Authority and the Contractor of any event of Contractor's Default within one week of itsoccurrence.

# **11. PERFORMANCECLAUSE**

Authority's Engineers shall be expected to fully comply with all the provisions of the 'Terms of Reference', and shall be fully responsible for supervising the Designs, Construction and maintenance and operation of the facility takes place in accordance with the provisions of the EPC Agreement and other schedules. Any failure of the Authority Engineer in notifying to Employer and the Contractor on non-compliance of the provisions of the EPC Contract Agreement and other schedules by the EPC Contractor, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount tonon-performance.

The Authority Engineer shall appoint its authorized representative, who shall issue on behalfoftheAE, CompletionCertificatealongwiththeTeamLeaderandshallcarryout any such task as may be decided by Employer. The AE shall take prior approval of Employer before issuing Completion Certificate. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power ofattorney.

# 12. CONSULTANT'SPROPOSAL

S.No	Staff Position
1	Team Leader cum Senior Highway Engineer
2	Resident Engineer cum pavement specialist
3	Bridge/Structural Engineer
4	Assistant Resident Engineer
5	Senior Quality cum Material Expert
6	Road Safety Expert
7	Senior Contract Specialist
8	Environmental Specialist
9	Health & Safety Engineer
10	Labour/Social Specialist
	Total

12.1 List of key personnel to be fielded by the Consultants shall be as below:

- 12.2 Broad job-description and minimum qualification for key personnel mentioned above is enclosed as **Enclosure–B**. However, higher marks shall be accorded to the Candidate with higher relevant qualification and experience. All the CV's of the personals mentioned in Para5.3 (iii) of Data Sheet shall be evaluated at the time of evaluation of technical proposal. The age of the Key Personnel should not be more than 65 years on the date of submission of proposal. Consultants are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria. The bio-data of the key personnel should be signed on every sheet by the personnel concerned and the last sheet of each bio-data should also be signed by the authorised signatory for the Consultant. The key personnel shall also certify at the end of their biodata proforma that they have not left any of the Employer works without completing of their assignment and have not accepted any other offer at the time of signing of the biodata and as such shall be available to work with the Authority Engineer, if the Project is awarded. In case the key personnel leaves the assignment without approval of Employer, Employer would be at liberty to take any appropriate action against that key personnel including debarment. The CV submitted by selected firm/JV shall be hoisted on official website of Employer.
- 12.3 In addition to above, consultants are required to propose other key personnel, subprofessional staff and other field engineers as detailed in **Enclosure-A** and the minimum qualification requirements for the same is enclosed in**Enclosure-B**.

## 13 **PERIOD OFSERVICES**

13.1The services of an Authority's Engineer will be in phases as per Contract Agreement.

13.1.1 The appointment of the Authority's Engineer shall initially be as per details given below.

Period of service	Construction period	Maintenance/ DLP Period
(in months)	(in months)	(in months)
Construction Period +DLPPeriodasper Civil Contract Agreement	30	60

The proposed man power deployment for this period shall be matching the activities to be performed during the said period. The time frame for services during the deployment of key personnel during this period shall be as shown in **Enclosure A**. Extension of Time for providing services of the Authority's Engineer may be extended concurrently with the Extension of Time granted, if any, to the EPC Contractor for the project, subject to satisfactory performance of the Authority'sEngineer.

#### 14 **Project Coordinator**

The Firm shall appoint a personnel from its head office to act as Project Coordinator for the assignment. He will be authorised to communicate with the Authority in respect of all matters pertaining to the project. The cost of the Project Coordinator shall be incidental to the Consultancy Assignment.

#### Enclosure-A

# MAN MONTHS INPUT FOR KEY PROFESSIONAL STAFF

#### **AUTHORITY ENGINEER**

# MAN - MONTHS INPUT FOR KEY PROFESSIONAL STAFF AUTHORITY ENGINEER

S. No.	Key Personnel	Man-month in Construction period of 30 months	Man-month in Defect Liability Period of 60 months
A: Key	Personnel	of 50 months	montus
1	Team Leader cum Senior Highway Engineer	30	2
2	Resident Engineer cum pavement specialist (To be designated as Team Leader in Maintenance period after Team Leader cum- Sr. Resident Engineer's work is completed)	30	60
3	Assistant Resident Engineer	30	0
4	Bridge/Structural Engineer	30	0
5	Senior Quality cum Material Expert	30	0
6	Road Safety Expert	10	10
7	Senior Contract Specialist	8	0
8	Environmental Specialist	30	12
9	Health & Safety Engineer	30	0
10	Labour/Social Specialist	30	4
	Sub Total	258	88
	Total for Construction and Maintenance		346
B: Sub I	Professional Staff		
1	Quantity Surveyor	30	10
2	Survey Engineer	30	0
3	Lab Technician	30	0
	Sub Total	90	10
	Total for Construction and Maintenance		100
	Grand Total		446

Note:

- 1. The other inputs like support staff shall be provided by the Consultant of an acceptable type commensurate with the roles and responsibilities of each position
- 2. In case of project having different construction period, Man Month Input shall be adjusted proportionately
- 3. The Financial Expert or Legal expert may be required for the project for specific needs. Their deployment shall be arranged by the Consultant on specific requisition from the Authority and the payment shall be made as per the actual deployment. The Financial Expert or Legal expert shall be paid at the rates quoted for Assistant Resident Engineer

# **QUALIFICATION OF KEY PERSONNEL**

#### TEAM LEADER CUM SENIOR HIGHWAY ENGINEER

The Team Leader will reside at project site on a full time basis throughout the period of the construction supervision services. He will be overall in-charge of the project supervision of the construction package. He shall act as Representative of the consulting firm appointed by the Authority. His duties will involve overall superintendence over the Resident Engineers and other experts of the construction package. He will guide, monitor, supervise and control all the activities related to supervision for the construction package. He will interact with the Project Director and the other officials of the Authority. He shall also review the periodic reports/checklists submitted by the Resident Engineer on ESHS safeguards and recommend to the Authority on penalisation/deduction of payment if the Contractor has not obliged with the ESHS requirements.

He should have the following qualification / experience.

## 1. EssentialQualifications.

- a) Graduate in Civil Engineering from recognized university.
- b) Total Professional Experience of at least 12 years in handling HighwayProjects.
- c) At least 5 years experience as Team Leader/Project Manager or similar capacity in Highway DevelopmentProject.
- d) He should have handled as Team Leader/Project Manager or similar capacity of at least two projects in Construction Supervision / IC (of length 40% of project length or more of similar configuration (2/4/6laning\*\*)
- e) He should have handled as Team Leader or similar capacity of at least two Projects of project Preparation of major highway Project (oflength40%ofprojectlengthor more of similar configuration (2/4/6laning\*\*).
- f) Experience as Team Leader/Project Manager or similar capacity in Operation and Maintenance of Major Highway Projects (of length 40% of project length or more of similar configuration (2/4/6laning\*\*).

# 2. <u>Preferential Qualifications.</u>

- a) Post Graduate Degree in Construction Management/Transportation/Highway Engineering//Structural Engineering/ any specialised stream of CivilEngineering.
- b) Highway Development Projects (of length 40% of project length or more of similar configuration (2/4/6 laning\*\*) taken up under EPC.
- c) Degree/Diploma/Certificate in Project

Management<u>Note</u>: (1) Similar Capacity includes the

followingpositions

i. On behalfofConsultant: Team Leader / Resident Engineer (Construction Supervision/IE/AE).

- ii. On behalf ofContractor : Project Manager (Construction/ Construction Supervision)
- iii. In GovernmentOrganizations: SuperintendingEngineer(orequivalent)and above

(2) Only those projects will be considered for evaluation at Sl. No. 1(d), 1(e) & 1(f) above, where the input of the personnel is12 months, 9 months and12months respectively.

# **RESIDENT ENGINEER CUM PAVEMENT SPECIALIST**

He shall be the in-charge of the construction supervision of project stretch and shall coordinate with all other experts of the construction projects and shall report to the Team Leader and officers of PIU as per the delegation established. He shall be directly responsible for regulating the construction process i.e. various activities like earthwork, Sub-base/base courses, bituminous pavement, bridge/culvert works proposed for being carried out under stipulated specifications/manuals etc. For this purpose, he shall be assisted by Assistant Resident Engineer, Highway Engineer and other support engineers/personnel. He shall deal with the Assistant Resident Engineer, Highway Engineer and other support staff attached with the Highway Engineer to ensure that the construction process is well controlled as per established specification controls to avoid later quality control stage problems. In respect of other experts like Material Engineer, Quantity Surveyor, etc., he shall be coordinating and regulating their activities to ensure smooth functioning of the Construction Package concerned. He should have adequate experience in large quantity of earthwork. He will be required to be fielded throughout the Currency of the project. The candidate is expected to be thoroughly familiar with various standards/specifications, contract procedures, design and quality control etc. He shall also review the periodic reports/checklists submitted by the Environmental Specialist, Health and Safety Engineer and the Social Specialist on ESHS safeguards and give comments to the Team Leader whether the Contractor has /has not obliged with the ESHS requirements.

He should have the following qualification / experience.

# 1. EssentialQualifications.

- a) Graduate in Civil Engineering from a recognizedUniversity.
- b) Professional Experience of at least 12 years in HighwayProjects.
- c) At least 5 years experience in similar capacity in Highway DevelopmentProject.
- d) Should have handled at least 2 major projects (of length 40% of project length or more of similar configuration (2/4/6 laning\*\*) and above).

# 2. <u>PreferentialQualifications.</u>

- a) Post Graduate Degree in Transportation/Highway Engineering/Structural Engineering/ Geotechnical Engineering /any specialized stream of Civil Engineering.
- b) Experience of Highway Project (of length 40% of project length or more of similar configuration (2/4/6 laning\*\*) and above) of Construction / Construction Supervision / IC of Highwayprojects

# ASSISTANT RESIDENT ENGINEER

He shall be the in-charge of the construction supervision of project package and shall coordinate with all other experts of the construction projects and shall report to the Resident Engineer. He shall assist Resident Engineer in regulating the construction process i.e. various activities like earthwork, Sub-base/base courses, bituminous pavement, works proposed for being carried out under bridge/culvert stipulated specifications/manuals etc. For this purpose, he shall co-ordinate with Highway Engineer and other support engineers/personnel. He shall deal with the Highway Engineer and other support staff attached with the Highway Engineer to ensure that the construction process is well controlled as per established specification controls to avoid later quality control stage problems. In respect of other experts like Material Engineer, Quantity Surveyor, etc., he shall be coordinating and regulating their activities to ensure smooth functioning of the Construction Package concerned. He should have adequate experience in large quantity of earthwork. He will be required to be fielded throughout the Currency of the project. The candidate is expected to be thoroughly familiar with various standards/specifications, contract procedures, design and quality control etc. He shall also review the periodic reports/checklists submitted by the Environmental Specialist, Health and Safety Engineer and the Social Specialist on ESHS safeguards and give comments to the Resident Highway Engineer whether the Contractor has /has not obliged with the ESHS requirements.

He should have the following qualification / experience.

# 3. EssentialQualifications.

- a) Graduate in Civil Engineering from a recognizedUniversity.
- b) Professional Experience of at least 8 years in HighwayProjects.
- c) At least 4 years experience in similar capacity in Highway DevelopmentProject.
- d) Should have handled at least 2 major projects (of length 40% of project length or more of similar configuration (2/4/6 laning\*\*) and above).

# 4. Preferential Qualifications.

- a) Post Graduate Degree in Transportation/Highway Engineering/Structural Engineering/GeotechnicalEngineering/anyspecialisedstreamofCivilEngineering.
- b) Experience of Highway Project (of length 40% of project length or more of similar configuration (2/4/6 laning\*\*) and above) of Construction / Construction Supervision / IC of Highwayprojects.

# **BRIDGE & STRUCTURAL ENGINEER**

The Bridge& Structural Engineer shall be responsible for checking the designs of bridges, ROBs, interchanges and any other structure to be constructed in the Project highway and supervising the works of bridges, interchanges and any other structure to be constructed by the Concessionaire for this project. He shall also inspect the bridge rehabilitation and repair works to be undertaken by the Concessionaire. He should have thorough understanding and experience with international `best practices' of modern bridge construction technology.His expertise shall include computer aided design methods for Civil/Structural Engineering with particular reference to Structural design.

He should have the following qualification / experience.

# 1. EssentialQualifications.

- a) Graduate in Civil Engineering from a recognizedUniversity.
- b) Professional Experience of at least 10 years in handling Highway/Bridgeprojects.
- c) Atleast5yearsexperienceinConstruction/ConstructionSupervisionofbridge/ interchange / any other structures.
- d) Experience in similar capacity in supervision of at least 2 Major HighwayBridges.
- e) Experience in supervision of Rehabilitation and repair of 2 nos MajorBridges.

## 2. <u>PreferentialQualifications.</u>

- a) Post Graduate Degree in StructuralEngineering.
- b) He should have thorough understanding and experience of modern bridge construction technology. viz., Precast Segmental, Balanced Cantilever Construction, Extradosed Bridge, Full Span Launching, Incremental Launching.

# SENIOR QUALITY/MATERIAL EXPERT

The Quality/Material Expert shall review the test results of bore holes, quarry and borrow area material to find out their strength characteristics and suitability for using them in construction. He shall inspect the Concessionaire's field laboratories to ensure that they are

adequately equipped and capable of performing all the specified testing requirements of the contract. He shall look into the quality assurance aspect of the construction works and supervise the setting-up of the various Concessionaire's rock crushers and bituminous mixing plants to ensure that the specified requirements for such equipment are fully met. Experience in latest Quality Management techniques in highway projects shall have added advantage.

He should have the following qualification / experience.

# 1. EssentialQualifications.

- a) Graduate in Civil Engineering from a recognizedUniversity.
- b) Professional Experience of at least 10 years in handling Highwayprojects.
- c) Experience of at least 5 years as Senior Quality/ Material Expert or in similar capacity in Construction / Construction Supervision / major highwayprojects
- d) Experience as Senior Quality/ Material Expert or in similar capacity in handling of at least 2 similar highway projects.(of length 40% of project length or more of similar configuration (2/4/6 laning\*\*) and above)

# 2. <u>PreferentialQualifications.</u>

a) Post Graduate Degree in Geotechnical Engineering / Foundation Engineering / Soil Mechanics.

# **ROAD SAFETY EXPERT**

Shall be responsible for the overall Road Safety Aspect of the Project. He shall ensure that safety provisions as per relevant codes are strictly followed at site during Construction of Road and also during the Maintenance Period

# 1. Essential Qualifications.

- a) Graduate in Civil Engineering from a recognizedUniversity.
- b) Professional Experience of at least 10 years in handling Highwayprojects.
- c) Minimum5yearsexperienceinRoadSafetyworksofMajorHighwayProjects(4/6 laningprojects)
- d) Experience in similar capacity in Road Safety Audit of at least 2 nos. 2/4/6 lane\*\* highway / expressway project including 1 nos. at designstage
- e) Experience in similar capacity in the field of Road Safety ManagementPlan.

# 2. <u>PreferentialQualifications</u>

- a) Post Graduate Degree in Traffic Transportation/SafetyEngineering.
- b) Experience in similar capacity in identification and improvement of black spots on Major HighwayProject.
- c) Experience in similar capacity in Preparation of Road Safety Management Plan for inter urbanHighways.

above

(2) Only those projects will be considered for evaluation at Sl. No. 1(d), 1(e) & 1(f) above, where the input of the personnel is 12 months, 9 months and 12 months respectively.

# SENIOR CONTRACT SPECIALIST

Duties: He will be deployed in working season in stages for cumulative duration of period mentioned in Enclosure-A for obtaining his expert opinion on emerging contractual issues. His key responsibilities will be to guide and assist Team Leader/Employer in all aspects of contract management in proper implementation of contract provisions including controlling the project cost of the construction package. He will also be required to offer his advice on contractual complications arising during the implementation as per the request of the employer. He will be required to prepare manuals/schedules for the consultants team/employer based on the provisions of the contract document. He will be responsible for giving appropriate suggestions in handling claims of the contractors and any dispute arising thereof.

## (1) EssentialQualifications.

- a) Graduate in Civil Engineering from a recognizedUniversity.
- b) Professional Experience of 15 years in ContractManagement.
- c) Experience of at least 4 years as Contract Specialist on any National/StateHighway project/BridgeProject.
- d) Contract Management of a large Highway/Bridge contract say over Rs.150 crore including experience of handling Variation orders, claims of the contractor and there appropriate disposal for at least 2projects.
- e) Handled at least one Arbitration cases in respect of any Highway/Bridgeprojects.
- f) Not more than 65 years of age.

# (2) PreferentialQualifications.

(a) Degree in Law/PG in management/certificate course in management/ certificate course in construction management/certificate course in contract management.

# ENVIRONMENTAL SPECIALIST

**Duties**: The Environmental Specialist shall be responsible for supervising all the environmental safeguards of the project. He shall assist the AE to ensure environmentally sound engineering practices. He shall be mobilised during the early stages of construction. This is to help the Contractor in identifying environmentally sound locations for Construction camps, hot mix plant, WMM plant and all other issues according to the Environmental Management Action Plan (EMP). All matters related to environmental and social activities within the ROW such as latest EIA, SEA, RAP and other related documents should be made available to the ES immediately after mobilisation. The CRZ, Forest, environmental clearance, Kerala State Pollution Control Board's clearance conditions and other approval status should be specified.

- He shall report to the Team leader of the Authority's Engineer. He shall not instruct or direct Contractor's men but can discuss various issues and environmental mitigation measures with all concerned directly or indirectly.
- The important role of ES during construction is to ensure the smooth implementation of EMP and to address direct and indirect social issues arising out of implementation of the RAP.
- He shall visit incomplete construction work sites where there are no Contractor's current activities, active construction work sites and completed areas of the work sites and conduct regular meetings with the Contractor in identifying gaps pertaining to both environment and construction safety. The ES will also visit the hot mix plant; quarries and crushers, borrow areas and others as per the necessity. ES has to ensure appropriate corrective and preventive action to the identified gaps in construction site in environmental aspects. Conduct regular meeting on environmental aspects with Environmental and Social Management Unit in PWD.
- He shall prepare standard formats (if available they may be obtained from other projects that are being implemented or are completed recently) for the compliance of the environmental and social requirements.
- He shall ensure the procurement of materials that are included in the Bill of Quantities relating to environmental and social mitigation costs.
- He shall assist the KSTP and the Contractor in all training activities related to environmental safeguards during construction supervision period.
- He shall prepare and submit ESHS checklist/ monthly reports with respect to environment, to the team leader of AE.
- He shall guide in the various Environmental monitoring activities of the Contractor / KSTP.
- He shall be responsible to confirm whether the Contractor has received all certifications in different sectors from the concerned authority to proceed the work.
- He shall review all Management Strategy for Implementation of ESHS with respect to environmental issues of the Contractor periodically and comment on them for improvement.
- He shall in cooperation with the ES of PMT and the Executive Engineer, KSTP Division will make sure the issuing of timely Work order for the Nurseries to be raised according to the 'Landscaping, Tree planting and Environmental Enhancement Plan'. This will allow one year for the plants to attain the required size.

He should have the following qualification / experience.

# (1) Essential Qualifications.

- (a) Graduate in Civil /Environmental Engineering or Masters in Environmental Science from a recognized University
- (b) Professional experience of at least 5 years relevant to environmental management / implementation in infrastructure projects.
- (c) Adequate experience in implementing EMPs and organizing training to Contractor's and Employer's staff.
- (d) Familiar with requisite procedures involved in obtaining and implementing environmental clearance requirements for project roads

# 2) Preferential Qualifications.

Experience in implementation of EMP in externally aided/FIDIC based major highway projects

## HEALTH & SAFETY ENGINEER

**Duties:** The HSE of the Authority's Engineer is responsible to guide the field supervision team and Contractors site officers and should confirm whether safety measurements implemented in the field are complying with safety standards. In addition, other specialists of the Authority's Engineer team may also act and report on road safety related issues. He shall be mobilised during the mobilisation period of the project.

- He shall report to the Team leader of the Construction Supervision Team.
- He shall be responsible for reviewing and approving the construction zone safety plans and traffic management including all temporary works/staging along with the structural or bridge engineer to confirm the safety point of view.
- He shall report any job accident or safety violation to the concerned officials through team leader. When an employee is injured on the job, the construction safety officer will investigate the accident and handle any workers' compensation claims.
- He shall teach proper safety and health procedures to the entire construction workers. Also, he should take initiatives to conduct training programmes and make safety drills which will help to update safety procedures as well as the importance of reporting a safety concern or injury.
- He shall prepare and submit ESHS checklist / monthly reports with respect to safety, to the team leader of AE.
- He shall review all Management Strategy for Implementation of ESHS with respect to safety issues of the Contractor periodically and comment on them for improvement.

He should have the following qualification / experience.

# (1) Essential Qualifications.

- (a) Graduate in civil engineering
- (b) OSHAS /NIBOSH certification is mandatory.
- (c) Minimum of 10 years of relevant professional experience, out of which, s/he should have worked for at least 5 years at a road / bridge construction site in the capacity of a safety engineer.

# 2) Preferential Qualifications.

(a) Post graduate qualification in Industrial and Construction safety.

(b) Experience in working on height / deep foundations and live traffic situation and imparting safety training to construction managers and workers.

## LABOUR/SOCIAL SPECIALIST

**Duties:** All matters related to social/community/labour etc. of the project shall be the responsibility of the Labour/Social Specialist. He shall liaise with the local people on issues caused due to the project. He should be mobilised during the early stages of construction to deal with the influx of migrant labour and guide the Contractor in obtaining relevant labour licenses and maintaining records related to skilled/unskilled/migrant labour.

- He shall report to the Team leader of the Authority's Engineer Team. The LSS shall not instruct or direct the Contractor's men but can discuss various issues with all concerned directly or indirectly.
- All matters related social/community/labour like SEA, GBV, inhumane treatment, sexual activity with children, child labour, bias in terms of gender, state of domicile, social status, vulnerable people (including those with disabilities) etc. shall be handled in a sensitive manner by the LSS.
- He shall assist in the compliance with various labour laws including the payment of minimum wages to the individual contract labourer's especially 'unskilled illiterate migrant labourers'. This has a direct bearing on the health and safety of the workers.
- He shall prepare and submits monthly reports to the team leader of AE based on the compliances to be met with by the Contractor.
- Strive to maintain / guide the contractor in maintaining cordial relationship with the local communities affected by the project.
- He shall guide the Social Specialist of the Contractor in all matters related to labour issues and community participation including formation of an Internal Complaints Committee (ICC) in Contractors Office to look into Complaints of sexual harassment at workplace
- He shall carry out consultation with the Contractors men, local Project Affected People (PAPs) and interest groups. The LSS will also consult with NGOs to consider any problems (e.g. access problem to school, buildings, houses and business establishments) arising from construction activities.
- The LSS will assist the Contractor, and the Authority in all matters related to public

contacts including consultation, training and public relations.

- He shall prepare and submit ESHS checklist / monthly reports with respect to labour/social issues, to the team leader of AE.
- He shall review all Management Strategy for Implementation of ESHS with respect to labour/social issues of the Contractor periodically and comment on them for improvement.

He should have the following qualification / experience.

# (1) Essential Qualifications.

(a) Masters in Sociology/Social Work

- (b) Minimum 10 years' experience in community participation and labour issues
- (c) Should be familiar with requisite procedures for labour management, documentations required for State Labour Offices etc.

## (2) Preferential Qualifications.

- (a) Minimum 5 years' experience in community participation and labour issues in infrastructure projects
- (b) Knowledge of labour laws and issues of migrant labour influx

#### SUB PROFESSIONAL

#### A. Quantity Surveyor

**Duties**: He will be reporting to the Resident Engineer in day to day working. He will also work under the guidance of the Sr. Quantity Surveyor, and shall abide by the directions/procedures/formats of reporting and approvals settled by the Sr. Quantity Surveyor. He will act as a contract specialist also for the construction package, even though the thrust of his responsibilities will be in the areas of quantity surveying / processing of the invoices etc. He will be responsible for reporting all measures required to control the project cost and time over-runs. He will examine the claims of the contractor, variation orders, if any, and will prepare the progress reports as per the project requirements. For the purpose, he will be required to get the levels and quantity measurements checked in all items of works executed in different stages for calculations required for payment purpose. He will be required throughout the currency of the project.

**Qualification and experience**: The candidate should be a graduate in Civil Engineering with relevant experience in the field of estimating, preparation and processing of the invoices, analysing rates, checking survey details etc. of the projects. He should have about 8 years of relevant professional experience involving resource planning and scheduling, quantity survey, cost control, contract management etc. Diploma holders with longer relevant experience of about 12 years could also be considered. He must have worked as Quantity Surveyors for at least 4 years in any National/State Highway Projects. He should not be more than 60 years of age.

#### **B. Survey Engineer**

**Duties**: Checking layout of center line, layout of curves, levels and profiles, etc. will be his main responsibility. Apart from this, he shall also assist the Quantity Surveyor in preparation of invoices. He shall also be responsible for modifying survey data in case any modification is required in the design during execution.

**Qualifications and Experience**: He should be a graduate civil engineer with 3years for BE Civil & 6 years for Diploma holder. Survey Engineer should be conversant with modem survey

equipment, total stations, auto level, digital level etc. He should have worked in at least one major highway project. He should not be more than 60 years of age.

# C. Lab Technicians:

They should be at least Diploma-holders with about 5 to 6 years of experience in handling the quality control tests laboratories for road/bridge works or Graduates in Science with about 1 to 2 years of relevant experience in the field of testing of road/bridge projects.

Component	Item Description	Description of inspection work carried out	Results of lab tests conducted (Test conducted, Pass/Fail)	Name of key personnel inspecting the work
1. Road works including culverts, and minor bridges	Embankment/ Sub Grade/GSB/WMM/ DBM/BC			
2.MajorBridge works, Flyovers, ROB, RUB,VUP, PUP	Foundation/ Sub structure/ Super structure			
3. Approach to ROB/RUB/ Major Bridges/ Viaduct / RE wall	Foundation/ Sub structure/ Super structure			
4. Other Works				

# Annexure I- Daily Inspection Report in construction period

Nature of defect/ deficiency	Defect	If defect	Compliance of	AE Remarks
	found	found,	previous	
	(Yes/No)	Chainage &	defect	
		side	(Yes/No/NA)	
ROADS				1
Carriageway and paved shoulder	s			
Breach or blockade				
Pot holes				
Removal of debris				
Hard/earth shoulders, side slope	s, drains and	d culverts		
Desilting of drains in urban/semi-				
urban areas				
Road side furniture including roa	d signs and	pavement marl	king	
Damagetoshapeorposition;poor				
visibility or loss of retro-				
reflectivity				
Street lighting and telecom (ATM	IS)		1	1
Any major failure of the system				
Faults and minor failures				
Trees and Plantation				
Obstruction in a minimum head-				
roomof5mabovecarriagewayor				
obstructioninvisibilityofroadsigns				
Rest areas				
Cleaning of toilets				
Defects in electrical, water and				
sanitary installations				
Toll plaza[s]			·	·
Failure of toll collection equipment				
including ETC or lighting				
<b>Other Project Facilities and Appr</b>	oach roads	•		
Damage or deterioration in				
ApproachRoads, -[pedestrian				
facilities, truck lay-bys, bus-bays,				
bus- shelters, cattle crossings,				
TrafficAidPosts,MedicalAidPosts				
and other works]				

# Annexure II- Daily Inspection Report in O&M period

Natur	e of defect or deficiency	Defect found (Yes/No)	lf defect found, Chainage &side	Compliance of previous defect (Yes/No/NA)	AE Remarks
ROAD	S	I			
(a)	Carriageway and paved should	ers			
(i)	Breach or blockade				
(ii)	Roughnessvalueexceeding2,500 mm in a stretch of 1 km (as measured by a standardised roughometer/bumpintegrator)				
(iii)	Pot holes				
(iv)	Crackinginmorethan5%ofroad surfaceinastretchof1km				
(v)	Ruttingexceeding10mminmore than2%ofroadsurfaceinastretch of1km(measuredwith3mstraight edge)				
(vi)	Bleeding/skidding				
(vii)	Ravelling/Stripping of bitumen surface exceeding 10 sq m				
(viii)	Damage to pavement edges exceeding 10 cm				
(ix)	Removal of debris				
(b)	Hard/earthshoulders,sideslopes, culverts	drainsand			
(i)	Variationbymorethan2%inthe prescribedslopeofcamber/cross fall				
(ii)	Edgedropatshouldersexceeding 40mm				
(iii)	Variationbymorethan15%inthe prescribed side (embankment) slopes				
(iv)	Rain cuts/gullies in slope				

# Annexure III- Weekly Inspection Report in O&M period

Natur	re of defect or deficiency	Defect found (Yes/No)	lf defect found, Chainage &side	Compliance of previous defect (Yes/No/NA)	AE Remarks
(v)	Damagetoorsiltingofculvertsand sidedrainsduringandimmediately precedingtherainyseason				
(vi)	Desiltingofdrainsinurban/semi- urbanareas				
(c)	Roadsidefurnitureincludingroadsi pavementmarking	gnsand			
	Damage to shape or position;				
(i)	poor visibility or loss of retro- reflectivity				
(d)	Street lighting and telecom (AT	MS)			
(i)	Any major failure of the system				
(ii)	Faults and minor failures				
(e)	Trees and plantation				
(i)	Obstruction in a minimum head- roomof5mabovecarriagewayor obstructioninvisibilityofroadsigns				
(ii)	Deteriorationinhealthoftreesand bushes				
(iii)	Replacement of trees and bushes				
(iv)	Removalofvegetationaffecting sightlineandroadstructures				
(f )	Rest areas				
(i)	Cleaning of toilets				
(ii)	Defectsinelectrical,waterand sanitaryinstallations				
(g)	Toll plaza[s]				
(i)	Failureoftollcollectionequipment includingETCorlighting				
(ii)	Damage to toll plaza				
(h)	Other Project Facilities and App	roach roads			

Natur	re of defect or deficiency	Defect found (Yes/No)	If defect found, Chainage &side	Compliance of previous defect (Yes/No/NA)	AE Remarks
(i)	Damage or deterioration in ApproachRoads, -[pedestrian facilities, truck lay-bys, bus-bays, bus- shelters, cattle crossings, TrafficAidPosts,MedicalAidPosts and otherworks]				
BRID	GES				
(a)	Superstructure of bridges				
(i)	Cracks				
(ii)	Spalling/scaling				
(b)	Foundations of bridges				
(i)	Scouring and/or cavitation				
(c)	Piers,abutments,returnwallsandw ofbridges	vingwalls			
(i)	Cracksanddamagesincluding settlement andtilting				
(d)	Bearings (metallic) of bridges	-			
(i)	Deformation				
(e)	Joints in bridges				
(i)	Looseningandmalfunctioningof joints				
(f)	Other items relating to bridges				
(i)	Deformingofpadsinelastomeric bearings				
(ii)	Gatheringofdirtinbearingsand joints;orcloggingofspouts,weep holes andvent-holes				
(iii)	Damage or deterioration in parapets and handrails				
(iv)	Rain-cutsorerosionofbanksofthe sideslopesofapproaches				
(v)	Damage to wearing coat				

Naturo	e of defect or deficiency	Defect found (Yes/No)	If defect found, Chainage &side	Compliance of previous defect (Yes/No/NA)	AE Remarks
(vi)	Damage or deterioration in approachslabs,pitching,apron, toes,floororguidebunds				
(vii)	Growthofvegetationaffectingthe structure or obstructing the waterway				

# Annexure IV- Month of survey for equipment based road condition assessment

Equipment based road inspection shall be done by the Authority's Engineer twice a year as per the month of the year defined in the following table.

However, since the first survey shall be conducted at the time of completion testing, the following modification to the schedule shall be adopted. For example, if majority of highway length (>50%) passes through a state, where defined survey months are May and November, if completion testing is conducted in April, then the first equipment based survey shall be conducted in the month of April. This shall be considered as the equipment based survey to be conducted in the month of May. The 2<sup>nd</sup> equipment based survey shall be conducted in the month of May. The 2<sup>nd</sup> equipment based survey shall be conducted in the month of May and so on. As regards FWD, the first test/survey shall be conducted at the time of completion in April. The 2<sup>nd</sup> test/survey shall be conducted in April of next year and soon.

Region	State	Survey before rains	Survey after rains
East	Bihar	Мау	Nov
East	Chhattisgarh	Мау	Nov
East	Jharkhand	Мау	Nov
East	Orissa	Мау	Nov
East	West Bengal	Мау	Nov
Central	Madhya Pradesh	Мау	Nov
NE	Arunachal Pradesh	Mar	Oct
NE	Assam	Mar	Oct
NE	Manipur	Mar	Oct
NE	Meghalaya	Mar	Oct
NE	Mizoram	Mar	Oct
NE	Nagaland	Mar	Oct
NE	Sikkim	Mar	Oct
NE	Tripura	Mar	Oct
North	Chandigarh	Мау	Nov
North	Delhi	Мау	Nov
North	Haryana	Мау	Nov
North	Himachal	Мау	Nov
North	Jammu And Kashmir	Мау	Nov
North	Punjab	Мау	Nov
North	Uttar Pradesh	Мау	Nov

Region	State	Survey before rains	Survey after rains
North	Uttaranchal	Мау	Nov
South	Andaman And Nicobar Islands	Apr	Nov
South	Andhra Pradesh	Apr	Nov
South	Karnataka	Apr	Nov
South	Kerala	Apr	Nov
South	Pondicherry	Jun	Jan
South	Tamil Nadu	Jun	Jan
West	Dadar Nagar Haveli	Apr	Oct
West	Daman And Diu	Apr	Oct
West	Goa	Мау	Nov
West	Gujarat	Apr	Oct
West	Maharashtra	Мау	Nov
West	Rajasthan	Apr	Oct

**Annexure V- Monthly Progress Report in Construction Phase** 

## [NAME & LOGO OF IMPLEMENTING AGENCY]

# [PROJECT NAME]

# **Authority Engineer**

[NAME OF CONSULTING FIRM]

**MONTHLY PROGRESS REPORT** 

NO.[XX] FOR THE MONTH OF:

[MONTH],[YEAR]

## Table of content

#### Contents

## Page Nos.

1	ExecutiveSummary	126
	Construction progress in current month126	
	Current issues and recommended actions by IE/AE 126	
	StripPlan(Summary) 127	
	Strip Plan (Details)128	
2	ProjectOverview	129
	Salient Features of Project129	
	Project Milestones130	
	Location Map 131	
	KeyPlan 132	
3	Critical Issues &ActionLog	133
	Pending Issues & ActionLog 133	
	Obligations asperContract 134	
4	PhysicalProgress	134
	Detailed Scope of Work & Physical ProgressbyComponent 135	
5	Land Acquisitionand Clearance	136
	LASummary 136	
	LA Detail by CALA136	
	LA Detail by Village foreach CALA 136	
	LA Detail by Village foreach CALA 136	
	LA Detail by Village foreach CALA 136 Manpower details of CALA137	
6	LA Detail by Village foreach CALA 136 Manpower details of CALA137 Clearances Summary 137	139
6 7	LA Detail by Village foreach CALA 136 Manpower details of CALA137 Clearances Summary 137 Status of utilities shifting 139	
	LA Detail by Village foreach CALA 136 Manpower details of CALA137 Clearances Summary 137 Status of utilities shifting 139 Change of Scope	140

	Escrowdetails 141	
9	Summary of qualitycontroltests	
	Tests witnessed by IE/ AE142	
	Tests conducted by IE/AE 143	
10	0 Monitoring of maintenanceobligations d	uringconstructionphase144
	Critical issues and actionlog 144	
	Summary ofrepairwork 144	
	Status of damages146	
11	1 Safetyfeatures	
	Pen picture of safety features 146	
	AccidentReport 147	
12	2 Annexures	

#### **1** ExecutiveSummary

#### **1.1 Construction progress in currentmonth**

Key reporting metrics	Value/ %/ Amount
Scheduled Physical Progress (%)	
CumulativePhysicalProgressuptocurrentmonth(%)	
Physical Progress during current month (%)	
Financial progress (%)	
Cumulative Expenditure till date (Rs Cr)	
Tests passed as % of total tests witnessed by IE	
Tests passed as % of total tests conducted by IE	
Number of pending COS proposals	
Amount for pending COS (Rs Cr)	

#### 1.2 Current issues and recommended actions by IE /AE $\,$

- 1. <u>SlowProgressofStructures:</u>Theprogressofstructures(especially,major bridges, flyovers and ROB's) is very slow. Overall progress is only XX%. Out of the total YY underpasses not even single underpass structure and its approaches is completed so far. No bridge is open to trafficsofar.
  - a. Recommendation: Concessionaire should improve the progress of structures.RequestforrevisedworkplanfromConcessionaireincluding specific activities onstructures.
- 2. <u>Status of Change of Scope Proposals:</u> Concessionaire has submitted *Xx No.* Change of Scope proposals. *Yy No.* of them are still pending for decision. Concessionaire has not submitted necessary clarifications /details for the following Changes of Scope in spite ofseveralreminders.
  - *a Recommendation:* Concessionaire to submit all pending clarifications to Authority. Authority and Concessionaire to expedite pendingCOSproposals.

Strip Plan(Summary)				
i ian(Summary)	2.	Lengthcompleted	3.	Length
1. WorkfrontUnavaila		bylayer(MCW)		comple
ble				ted by
& reason				layer(S
for				ervice
Unavailabil				Road)
ity				,

	Lengt h (km)	% Total Pendin g Length		Lengt h (km)	% Total Lengt h		Lengt h (km)	% Total Lengt h
Total Length	80		Total	80		Total	35	
			Length			Length		
Total	7	12%	Total	27.5	33%	Total	0	0%
Workfront			Length			Length		
Unavailable			Complete			Complete		
			d(Till			d		
			DBM)			(Till DBM)		
Pending Land	0	0%	BC	27	32%	BC	0	0%
Acq.			DBM	27.5	33%	DBM	0	0%
Pending	7	12%	WMM	29.5	35%	WMM	0	0%
Clearances			GSB	32.5	39%	GSB	0	0%
Encumbrance	0	0%	Sub-	35	42%	Sub-	0	0%
s			Grade			Grade		
			C&G	47.9	57%	C&G	0	0%

## Strip Plan(Details)

		Not St.	arted/	NA		Vork In	Progre	ess	Ca	omplet	ed							
	LHS-Servic	ce Road Const.									1							
		Workfront Available																
		BC													<u> </u>			
2	6	DBM								<u> </u>					<u> </u>		<u> </u>	<u> </u>
j)	ਬੁ	wмм																
S-P	stru	GSB																
LHS-MCW	ü	Sub-Grade																
	U	C&G																
Ħ	Others	- Other Hindrances																
		- Clearance pending																
rkt		3D pending																
Ŵ	iĘ	3G pending																
3	LA pending	Disbursement pending																
Ň	Ap	Land not under																
S-I		possession				-							-					
5	Wo	orkfront Available																
	Ch	ainage	0.0	2.0	4.0	6.0	8.0	10. 0	12. 0	14. 0	16. 0	18. 0	20. 0	22. 0	24. 0	26. 0	28. 0	30. 0
Ħ	Wo	orkfront Available													1			
ror		Land not under																
RHS-MCW Wokfront	LA pending	possession																
Ň	en	Disbursement pending																
S	Ap	3G pending																
Σ,		3D pending																
HS.		- Clearance pending																
Υ.	Others	- Other Hindrances																
		C&G																
3	3	Sub-Grade																
WOW HA	ž –	GSB																
Y	2	WMM																
5	2	DBM																
		ВС																
		Road Workfront																
		ce Road Const.									L				L			
		ypass																
		f Structures																
		of Strucrures													L			
	Type of	Structures																





## Detailedreport

## 2 ProjectOverview

#### Salient Features ofProject

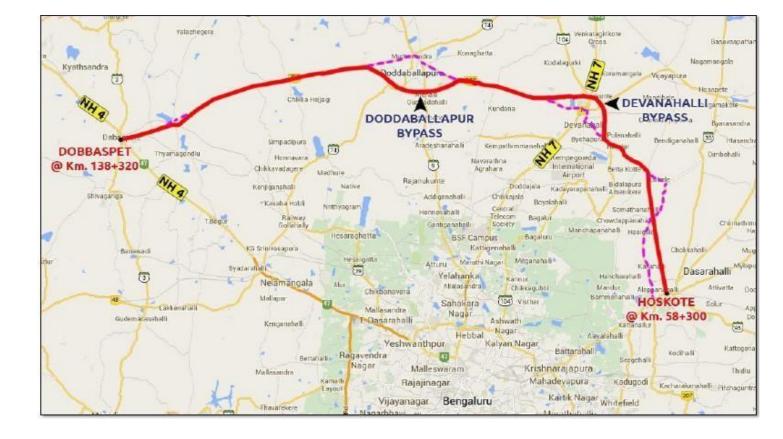
# ALL FIGURES & GRAPHS IN TEMPLATES ARE ILLUSTRATIVE. PLEASE ADD ACTUAL DETAILS

## ProjectMilestones

Project Milosto	Descripti on (Days	Planned		Actual		Delay (No. of	Current Status	
Milesto ne	from Appointe d Date)	Physical Progress (%)	Scheduled Date	Physical Progress (%)	Revised Date	month s)	Status	
Milestone I	[Description]	25	[DD/MM/YYYY ]	25	[DD/MM/YYYY ]	5	Achieve d	
Milesto ne II	[Description]	65	[DD/MM/YYYY ]		[DD/MM/YYYY ]	22	Started , not achieve d	
Schedule d Completio n	[Description]	100	[DD/MM/YYYY ]		[DD/MM/YYYY ]	21	Not starte d	

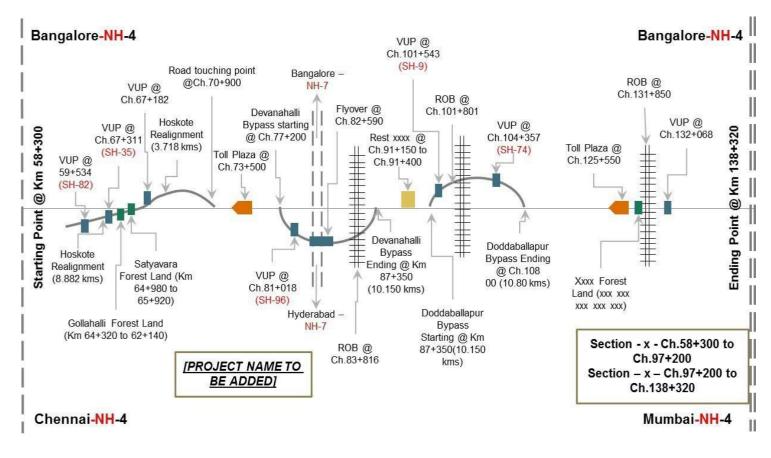
#### ALL FIGURES & GRAPHS IN TEMPLATES ARE ILLUSTRATIVE. PLEASE ADD ACTUAL DETAILS

#### LocationMap



#### ALL FIGURES & GRAPHS IN TEMPLATES ARE ILLUSTRATIVE. PLEASE ADD ACTUAL DETAILS

#### Key Plan



[Above image is illustrative only. Please include chainage and name below the axis and list of features above the axis]

## 3 Critical Issues & ActionLog

#### Pending Issues & ActionLog

S.N o	Issue Description	Туре	Ongoin g/ New Issue/ Resolve d	Concerned Authority	Chainage( s)affected due tothe issue	Length affecte d(km)	Action(s) taken till now	Action(s) suggested by the AE	Expected date/Actual Date for resolving issue
1	Diversion of Xxhaofforest Land	Clearance	Ongoin g Issue	MoEF	[Chainage]	4 kms	1. Proposal submitted to MoEFLetter sentbyROto MoEFnodal officer on [DD/MM/YYY Y]		[DD/MM/YYY Y]
2	21 Crcompensati on disbursement pending	Land Acquisition	Resolve d	[CALANam e]	[Chainage]	2.4km	1. Escalated to chief secretary level through DO from Chairman/ Secretary, dated [DD/MM/YYY Y]		[DD/MM/YYY Y]
3	Slow progress by concessionair e	Concessionai re Issue	New Issue	[Concess. Name]	[Chainage]	57 km	None	Project Director to call higher ups of concessionai re	[DD/MM/YYY Y]

#### **Obligations as perContract**

#### **Expected Contents & Structure**

Please write a summary of non-compliances of contractual obligations highlighting reasons for delay, stating pending actions and their potential risk to the project's progress and recommended actions by the IE.

- I<u>Critical</u> obligation sand constraints of concessionaire as percontract
- Image: Critical obligations of authority as percontract
- Image: Critical pending obligations of IE as per contract

NOTE: Please include important issues requiring intervention of various parties, giving details and background wherever necessary

### ALL FIGURES & GRAPHS IN TEMPLATES ARE ILLUSTRATIVE. PLEASE ADD ACTUAL DETAILS

#### 4 Physical Progress

Compone nt	% Weightag e	Physical Progress(Durin g Current Month)	Physical Progress ( <u>Cumulativ</u> <u>e</u> , Upto Current Month)
Road Works	35.00%	5%	15.0%
MajorBridgeworksandROB/RUB	40.00%	1.20%	26.2%
Structures	21.00%	0.00%	0.8%
Other Works	4.00%	0.00%	0.0%
Physical Progress		2%	42.0%

Component	Cost Weightage in Project (%)	Item Description	Cost Weightage in Component (%)	Plannedin Scope(As perScope ofWork)		%Physical Progress	Progress (7X4)
1	2	3	4	5	6	7	8
1. Road works	35.00%	1. C&G	5.00%	80 km	45 km	56%	2.8%
including		2. Embankment	5.00%	80 km	40 km	50%	2.5%
culverts, minor		3. Sub Grade	5.00%	80 km	35 km	44%	2.2%
bridges,		4. GSB	5.00%	80 km	33 km	41%	2.1%
underpasses,		5. WMM	5.00%	80 km	30 km	38%	1.9%
overpasses,		6. DBM	5.00%	80 km	28 km	35%	1.8%
approaches to		7. BC	5.00%	80 km	27 km	34%	1.7%
ROB/RUB/ Major							
Bridges/							
Structures (but							
excluding service							
roads)							
	40.00%	1. Major Bridges	10.00%	6 No	6 No	100%	10.0%
2. Major Bridge	1010070	2. Minor Bridges	5.00%	23 No	21 No	91%	4.6%
works and		3. Flyovers	5.00%	20 No	0	0%	0.0%
ROB/RUB		4. ROB	5.00%	228 No	121 No	53%	2.7%
		5. VUP	5.00%	11 No	6 No	55%	2.7%
		6. PUP	5.00%	15 No	6 No	40%	2.0%
		7. RUB	5.00%	136 No	114 No	84%	4.2%
3. Structures	21.00%	1. Foundation	5.00%	35 km	2.2 km	6%	0.2%
(elevated	21.0070	2. Sub-structure	5.00%	35 km	2.2 km 2.1 km	6%	0.2%
sections,		3. Super-structure	5.00%	35 km	2.1 km 2.1 km	6%	0.2%
reinforced earth)		4.ReinforcedEarth	6.00%	35 km	2.1 km	6%	0.2%
remioreeu ear uij		Wall	0.0070	JJ KIII	2.1 NIII	070	0.270
4.0therWorks	4.00%	1. Toll Plaza	4.00%	4 No	0	0%	0.0%
GRAND TOTAL			100%				42.0%

## Detailed Scope of Work & Physical Progress byComponent

#### 5 Land Acquisition and Clearance

#### LASummary

Description	TotalRequired (ha)	Total in possession at start (ha)	Total to be acquired (ha)
Existing ROW	135.00	135.00	0.00
Pvt. Land To be Acquired	240.00	0.000	240.00
Public Land To be Transferred	52.00	50.35	1.65
Grand Total	427	185	242

ALL FIGURES & GRAPHS IN TEMPLATES ARE ILLUSTRATIVE. PLEASE ADD ACTUAL DETAILS

#### LA Detail byCALA

CALA	Total Land left to be Acquired (Ha)		3HDon e(ha)		ne(ha)	3DPendi ng(ha)	nolha	3APendi	nolha	Awarded	Amount Deposited (Crore Rs.)	Amount Disbursed by CALA(Cro re Rs.)	(Crore
CALA1]	150	15	15	15	135	0	150	0	150	396	370	327	43
[CALA2 ]	67	0	0	0	67	0	67	0	67	132	132	120	23
[CALA 3]	23	23	23	23	0	14	9	0	23	0	0	0	0
Grand Total	240	38	202	38	202	14	226	0	240	528	502	447	66

#### LA Detail by Village for

#### each CALA CALA1

Village	Total Landleft to be Acquire d (Ha)	Pena -ina	3H Done (ha)	-ind	3G Done (ha)	3D Pendin g (ha)	3D Done (ha)			Awarde	Amount Deposite d (Crore Rs.)	Disburse	
[Village 1]	150	15	15	15	135	0	150	0	150	396	370	327	43
[Village 2]	67	0	0	0	67	0	67	0	67	132	132	120	23
[Village 3]	23	23	23	23	0	14	9	0	23	0	0	0	0
Grand Total	240	38	202	38	202	14	226	0	240	528	502	447	66

ALL FIGURES & GRAPHS IN TEMPLATES ARE ILLUSTRATIVE. PLEASE ADD ACTUAL DETAILS

## Manpower details of CALA

CALA	Provided by <agency> / State Govt</agency>	Amins/ Surveyo rs	Patwaris / Village accounta nt	Inspecto	Dep.	Clerks/ Sahaya	Accounta nts	Comput er operato rs	Peons	Chainm an	Total
[CALA 1]	<mark><agency< mark=""> &gt;</agency<></mark>	4	1	0	0	3	0	3	1	0	12
[CALA 1]	StateGovt	2	0	2	0	0	0	1	0	0	5
[CALA 2]	<mark><agency< mark=""> &gt;</agency<></mark>										
[CALA 2]	StateGovt										
Grand Total											

#### ClearancesSummary

Environment												
Proposal Description	Status	Length Impacted	Current Stage	Issues/ Comments								
Approvalofconstructionincoastal zone	Obtaine d	Nil	Completed									
Forest Land												
Proposal Description	Status	Length Impacted	Current Stage	Issues/ Comments								
Diversion of Xx ha ([Chainage])	Pending	[Length in km]	Completed	Stage1clearance pending								
Diversion of Xx Ha. ([Chainage])	Obtaine d	Nil	Ongoing									

### ALL FIGURES & GRAPHS IN TEMPLATES ARE ILLUSTRATIVE. PLEASE ADD ACTUAL DETAILS

		Wildlife		
Proposal Description	Status	Length Impacted	Current Stage	Issues/ Comments
Diversion of Xx Ha. of forest land	Pending	[Length in km]	Ongoing	QueriessenttoMoEFbyRO, compliancepending
	Tr	eeCutting		
Proposal Description	Status	Length Impacted	Current Stage	Issues/ Comments
N.A.	N.A.	N.A.	N.A.	N.A.
	Railw	ay (ROBs/R	UBs)	
Proposal Description	Status	Length Impacted	Current Stage	Issues/ Comments
[GAD Number]	Proposal Submitted, Approvalpending	[Chainage]	Uploaded on portal on [DD/MM/YYYY]	N.A.

## Status of utilitiesshifting

Utility Categor y	Nam e	Status	Length affecte d	Departm ent	Date of requestby Authority for estimate	Date when Estimate was Received from concerned dept.	Date of Approval by Authority RO/ HQ	Date of Deposit ofsuper- vision charge	Progre ss ofPhys ical Shiftin g	Date of Certificati on from Agency for Completio n	Estimat e Amoun t	Issue/ Commen ts
Water		Estima te Appro ved	[Lengt h in km]	[DEPART MENT]	[DD/MM / YYYY]	[DD/MM / YYYY]	[DD/MM / YYYY]	[DD/MM / YYYY]	Not started	TBD		
Electric ity		Estima te Appro ved	[Lengt h in km]	[DEPART MENT]	[DD/MM / YYYY]	[DD/MM / YYYY]	[DD/MM / YYYY]	[DD/MM / YYYY]	Not started	TBD		
Others		Estima te Appro ved	[Lengt h in km]	[DEPART MENT]	[DD/MM / YYYY]	[DD/MM / YYYY]	[DD/MM / YYYY]	[DD/MM / YYYY]		TBD		

## 6 Change of Scope

S No.	Proposal Details	Date of first submission to AE	Current Status	COS Amount	ed/ Actual Date of Approval
1	Construction of [Flyover Name] at [Chainage]		Approved in principle by Authority. Detailed quantities in proper order yet to besubmitted	[+/ - Amount]	[DD/MM/YYYY]
2	Nallah diversion through box culvert at <i>[Chainage]</i>		Clarificationstobesubmittedby Concessionaire,expected date[DD/MM/YYYY]	[+/ - Amount]	[DD/MM/YYYY]

ALL FIGURES & GRAPHS IN TEMPLATES ARE ILLUSTRATIVE. PLEASE ADD ACTUAL DETAILS

#### 7 Mobilization of Resources

S No.	Equipment Name	Mak e	Mode l	Age of Equipme nt	Planned/ Required Quantity		Reason(s) for Under/Over Mobilization	Expected Delaydue toUnder- Mobilizati on	s
	Excavator/ Poclain					5			
	Paver					2			
	Transit Meter					0			
	Plate Compactors					0			
	[ADD OTHERS]								

#### 8 Financial Progress Details (for PPPprojects)

#### **Pen Picture -Escrow**

TPC (Cr)	Cumulative inflow to Escrow till previous month (Cr)	Cumulative outflow from Escrow till previous month(Cr)	Inflow to Escrow during the month (Cr)	Outflow from Escrowduringthe month(Cr)
1,206	1,033	900	30	35

Are the Escrow withdrawals in accordance with the order of withdrawal as specified in the Concession Agreement?

Tick as applicable

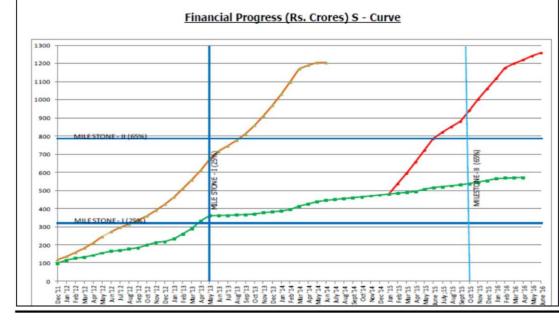
ALL FIGURES & GRAPHS IN TEMPLATES ARE ILLUSTRATIVE. PLEASE ADD ACTUAL DETAILS

#### If not, details to be provided below:

### ALL FIGURES & GRAPHS IN TEMPLATES ARE ILLUSTRATIVE. PLEASE ADD ACTUAL DETAILS

#### Escrowdetails

TPC (Cr)	Cumulative exp. till date (Cr)	EscrowPlan till date-Debt (BOT)(Cr)	Escrow Plan till date- Equity (BOT) (Cr)	EscrowPlan till date-VGF (BOT)(Cr)	Escrow Actual till date-Debt (BOT)(Cr)	till date-Equity	Escrow Actual till date- VGF (BOT) (Cr)
1,206	1,033	900	306	-	769	264	-



Cum. Scheduled Progress (Original Program)

Cum. Scheduled Progress (New Program)

Cum. Achieved Progress

PLEASE EXCLUDE OUTSTANDING MOBILIZATION FEE/ ADVANCE IN S-CURVE

## 9 Summary of quality controltests

## Tests witnessed by IE/AE

Descriptio	Frequenc y of tests		Uni		st up ( ious nth	to	Total tes Mo	st in Ti onth	his	Cumulati te	ive No. sts	of	Remark
n	No. s	Qty.	t	Conducte d	Pas s	Fai l	Conducte d	Pas s	Fai l	Conducte d	Pas s	Fai l	S
Sub grade													
Procter test	1	150 0	m3	0	0	0	0	0	0	0	0	0	
Atterberg Limits	1	150 0	m3	0	0	0	0	0	0	0	0	0	
Free Swell Index	1	150 0	m3	0	0	0	0	0	0	0	0	0	
Grain Size Analysis	1	150 0	m3	0	0	0	0	0	0	0	0	0	
C.B.R	1	300 0	m3	0	0	0	0	0	0	0	0	0	
Granular S	ub Bas	se		<u> </u>	<u> </u>				<u> </u>				
Gradation	1	200	m3	151	151	0	5	5	0	156	156	0	
Atterberg Limits	1	200	m3	151	136	15	5	5	0	151	136	15	
Procter test	1	150 0	m3	0	0	0	0	0	0	0	0	0	
Wet Mix Macadam													
Filter material													
Concrete													
Cement													
Water							-						
Prime Coat													
Tack coat													
Dense Bituminou													

Descriptio n	Frequenc y of tests		Uni t	Total test up to Previous Month			Total test in This Month			Cumulative No. of tests			Remark
		No. s	Qty.	L	Conducte d	Pas s	Fai 1	Conducte d	Pas s	Fai 1	Conducte d	Pas s	Fai 1
s Macadam													
Bituminou s Concrete													
Bitumen test													
DLC													
Steel													

#### Tests conducted by IE /AE

<Quality inspection test results to be reported in a table similar to the table provided in previous section>

ALL FIGURES & GRAPHS IN TEMPLATES ARE ILLUSTRATIVE. PLEASE ADD ACTUAL DETAILS

#### ALL FIGURES & GRAPHS IN TEMPLATES ARE ILLUSTRATIVE. PLEASE ADD ACTUAL DETAILS

#### 10 Monitoring of maintenanceobligations during construction phase

SNo	Issue Description	Ongoing/New Issue	Concerned Authority	Chainage(s) affecteddueto theissue	Length affected (km)	Action(s) taken till now	Action(s) suggested by SC	Expected Date for resolving issue
1	Drying up of plants on median	Ongoing	Concessionair e	325+200 to 327+800	2.6	Irregular watering	Replacemen t of plants and daily watering	NA
2	Large potholes	New	Concessionair e	387+300 LHS	0.1	None	Filling of potholes	<dd m<br="">M&gt;</dd>

#### Critical issues and actionlog

#### Summary of repairwork

SNo	Description	Unit	Total	Work done upto previous month	Work done during reporting month	Balance	Remarks
1	Carriageway and paved s	houlder	'S				
(a)	Pot Holes	Sqm	42	-	-	42	
(b)	Roughness value exceeding 2,500mm	mm					
(c)	Cracking in more than 5% of road surface	Sqm	7179	-	-	7179	
(d)	Ruttingexceeding10mm inmorethan2%ofroad surface	Sqm	5	-	-	5	
(e)	Bleeding/Skiding	Sqm					
(f)	Ravelling	Sqm					
(g)	Damage to pavement edges exceeding 10cm	m					
2	Hard/Earth Shoulders						

SNo	Description	Unit	Total	Work done upto previous month	Work done during reporting month	Balance	Remarks
(a)	Raincuts/gulliesinslope	Cum	650	25	-	625	
(b)	Edge drop at shoulders exceeding 40 mm	m					
3	Drains and culverts						
(a)	Cleaning of Culvert	Nos	1	-	-	1	
(b)	Damage to or silting of culverts						
(c)	Silting of drains in urban/ semi urban areas						
4	Road furniture						
(a)	Sign Boards	Nos	456	-	-	456	
(b)	Kilometer Stones						
(c)	Metal Beam Crash Barrier						
(d)	Bus Shelters	Nos	72	4	-	68	
(e)	Junction signs	Nos	26	8	-	18	
(f)	Median Grills	Rmt	894	-	-	894	
(g)	Studs	Nos	5328	-	-	5328	
(h)	Delinators	Nos	8236	-	-	8236	
(i)	Road Marking	Sqm	1899	-	-	1899	
(j)	Kerb Painting	Sqm	4575	-	-	4575	
(k)	Guard Posts	Nos	3657	-	-	3657	
5	Street lighting and teleco	om (ATM	(S)				
(a)	Street lights	Nos					
(b)	Telecom	Nos					
6	Trees and plantation						
(a)	Removalofvegetation affectingsightlineand roadstructures	На	77.42	-	3.57	73.85	
(b)	Replacement of trees and bushes	Nos	15072	-	-	15072	

SNo	Description	Unit	Total	Work done upto previous month	Work done during reporting month	Balance	Remarks
7	Buildings and bridges						
(a)	Rest areas						
(b)	Toll plazas						
(c)	Bridges						

#### Status of damages

SNo	Period	Amount of damages (Rs)
1	Upto June 2016	
2	Jul 2016	
3	Aug 2016	
4	Sep 2016	
	Total	

## 11 Safetyfeatures

## Pen picture of safetyfeatures

Details to be provided after assessment of the site requirement vis-à-vis provisions in the Concession Agreement:

Location of Black Spots	Suggested Remedial Measures within provisions of Concession Agreement	Additional Remedial Measures (if any)	Financial implications of additional Remedial Measures for Authority(Cr.)

ALL FIGURES & GRAPHS IN TEMPLATES ARE ILLUSTRATIVE. PLEASE ADD ACTUAL DETAILS

	1	S No	
	$1 \frac{1}{7}$	Date	
	382/050 RHS	Chainage no	
	05:25 pm	Time of accident	;
	М	Sex (M/F)	
	2	Accident location	А
	2	Nature of accident	В
	ω	Classification of	С
	4	Causes	D
	1	Load conditions of	Е
	1	Road condition	F
		Intersection type of	G
	1	Weather condition	Н
	3	Age of victim	I
	1	Type of victim	I
	3	Type of vehicle	K
		Fatal 🚆 ၀ ၀	
	-1	n f f f	N
 _			

	1	Minor
	Ambu	Help provided by

## Mapping of report fields to responses

A	1. Urban 2. Rural
В	1.Overturned2.HeadOnCollision3.HitfromBack4.HittoFixObject5.RightturnCollision 6.LeftturnCollision7.VeeredOutoffTheRoad8.HitPedestrian9.Unknown/Hit&RanAway
С	1. Fatal 2. Major injury 3. Minor injury
D	1.Drunken2.OverSpeeding3.VehicleoutofControl4.Drivenonwrongside5.Mechanical Problem6.Drowsiness/NotApplicable7.FaultofDriver
Е	1. Normally Loaded 2. Overloaded/Handing 3. Empty 4. Unknown
F	1. Straight road 2. Slight Curve 3. Sharp Curve 4. Hump 5. Dip
G	1.T-Junction2.Y-Junction3.FourarmJunction4.StaggeredJunction5.Junctionwithmore than 6. Roundabout
Н	1.Fine/Clear2.Mist/Fog3.Cloudy4.LightRain5.HeavyRain6.StrongWind7.DustStorm8. Cold 9.Hot
Ι	1. 0-18 Years 2. 18-25 Years 3. 25-40 Years 4.40-60 Years 5. 60-80 Years
J	1. Driver 2. Passenger 3. Pedestrian 4. Cyclist 5. Others
K	1.TwoWheeler2.AutoRickshaw3.Car/Jeep4.Bus5.LightTruck6.HeavyTruck7.Tractor 8. Bicycle 9. Cycle Rickshaw 10. Hand Drawn Cart 11. Animal Drawn Cart

#### 12 Annexures

Component	Physical
component	Item
	A- Widening and strengthening of existing road
	(1) Earthwork up to top of the sub-grade
	(2) Granular work (sub- base, base, shoulders)
	(a) GSB
	(b) WMM
	(3) Shoulders
	(4) Bituminous work
	(a) DBM
	(b) BC
	(5) Rigid Pavement
	Concrete work
	(6) Widening and repair of culverts
	(7) Widening and repair of minor bridges
	B- New realignment/bypass
	(1) Earthwork up to top of the sub-grade
Road works	(2) Granular work (sub- base, base, shoulders)
including culverts,	(a) GSB
minor bridges,	(b) WMM
underpasses,	(3) Shoulders
overpasses,	(4) Bituminous work
approaches to	(a) DBM
ROB/RUB/ Major	(b) BC
<b>Bridges/ Structures</b>	(5) Rigid Pavement
(but excluding	Concrete work
service roads)	C-Newculverts,minorbridges,underpasses,overpassesonexistingroad,
	realignments, bypasses:
	(1) Culverts
	(2) Minor bridges
	(a) Foundation
	(b) Sub-structure
	(c) Super-structure (including crash barriers etc. complete)
	(3) Cattle/Pedestrian underpasses
	(a) Foundation
	(b) Sub-structure
	(c) Super-structure (including crash barriers etc. complete)
	(4) Pedestrian overpasses
	(a) Foundation
	(b) Sub-structure
	(c) Super-structure (including crash barriers etc. complete)
	(5) Grade separated structures
	(a) Underpasses

#### Annex 1. Detailed List of Physical Components as per ScheduleG

Component	Physical				
Component	Item				
	(i) Foundation				
	(ii) Sub-structure				
	(iii)Super-structure(includingcrash barriersetc.complete)				
	(b) Overpass				
	(i) Foundation				
	(ii) Sub-structure (iii)Super-structure(includingcrash barriers etc.complete)				
	(c) Flyover				
	(i) Foundation				
	(ii) Sub-structure				
	(iii)Super-structure(includingcrash barriers etc.complete)				
	(d) Foot over Bridge				
	A- Widening and repairs of Major Bridges				
	(1) Foundation				
	(a) Open Foundation				
	(b) Pile Foundation/Well Foundation				
	(2) Sub-structure				
	(3) Super-structure (including crash barriers etc. complete)				
	B- Widening and repair of				
	(a) ROB				
	(1) Foundation				
	(2) Sub-structure				
	(3) Super-structure (including crash barriers etc. complete)				
	(b) RUB (1) Foundation				
	(2) Sub-structure				
MajorBridge works	(3) Super-structure (including crash barriers etc. complete)				
and ROB/RUB	C- New Major Bridges				
	(1) Foundation				
	(a) Open Foundation				
	(b) Pile Foundation/Well Foundation				
	(2) Sub-structure				
	(3) Super-structure (including crash barriers etc. complete)				
	D- New rail-road bridges				
	(a) ROB				
	(1) Foundation				
	(2) Sub-structure				
	(3) Super-structure (including crash barriers etc. complete)				
	(b) RUB				
	(1) Foundation				
	(2) Sub-structure (3) Super structure (including grash barriers etc. complete)				
Structures (alovated	(3) Super-structure (including crash barriers etc. complete) (1) Foundation				
Structures (elevated sections, reinforced	(2) Sub-structure				
earth)	(3) Super-structure (including crash barriers etc. complete)				
earuij	ני או איז				

Component	Physical
Component	Item
	(4)ReinforcedEarthWall(includesApproachesofROB,Underpasses,
	Overpasses, Flyover etc.
	(i) Service roads/ Slip Roads
	(ii) Toll Plaza
	(iii) Road side drains
	(iv) Road signs, markings, km stones, safety devices,
	(a)Road signs, markings, km stones,
	(b) Concrete Crash Barrier/ W-Beam Crash Barrier in Road work
	(v) Project facilities
	(a) Bus bays
	(b) Truck lay-byes
Other Works	(c) Rest areas
Other WORKS	(vi) Repairs to bridges/structures
	(vii) Road side plantation
	(viii) Protection works
	(a) Boulder Pitching on slopes
	(b) Toe/Retaining wall
	(ix) Tunnel
	(a) Excavation
	(b) Construction of support systemincluding rock bolting, lining etc.
	(c) On complete completion of tunnel
	(x) Miscellaneous

\* The above list is illustrative and may require modification as per the actual scope of the work

#### Annex 2. Onwards

IE **/ AE** should include comments, status update, data points and reports in following annexures which have not been included elsewhere in the main report. Such reports may include but not limited to:

- □ Review status of drawings/ designreports
- Review status of other documents
- Minutes of reviewmeeting
- Detailed Inspection report of projecthighway
- **Correspondence details**
- O Weatherreport
- D Organizational chart of Concessionaire / Contractor and IE /AE
- List of labequipment
- Details of usercomplaints
- Projectphotographs

## [NAME&LOGOOFIMPLEMENTINGAGEN CY]

# [PROJECT NAME (0&M)]

# <u>Authority Engineer</u>

[NAME OF CONSULTING FIRM]

MONTHLY STATUS REPORT NO. [XX]

FOR THE MONTH OF: [MONTH], [YEAR]

Page 138 of 249

## Table of content

Contents Page Nos.		
1	Executive Summary	6
	Overallroadcondition 156	
	Keyreporting metrics 156	
	Key maintenanceactivitiesundertaken 156	
	Pending issues 157	
	Recommended actions byAuthorityEngineer 157	
	Strip Planformaintenance 158	
2	ProjectOverview15	9
	Key project details159	
	Location Map 160	
	Keyplan 161	
	RoWavailability 161	
	Summary ofprojectfeatures 162	
3	Critical Issues and Action taken	3
	Issue and actionlog 163	
	Summary of items (CumulativeObservations/Deficiencies) 163	
	Obligations asper contract 165	
	Major maintenance and Inspectionschedule 166	
4	InspectionReport16	7
	Summary of NCR issued 167	
	Equipment basedinspectionreport 167	
5	Monitoring of ETC lanes	9
	MonthlyETCReport 169	
	On-ground infrastructure report169	
	On-ground ETC operations and SLA adherence170	
6	Status of Damages for breach ofmaintenanceactivities17Damages for non completion ofprojectfacilities170	0

	Damages for breach ofmaintenanceactivities 171
	Damages for non completion of major maintenance/ periodicoverlay 171
7	Change of Scope proposals
8	Status ofpendingdisputes172
9	Reports173
	Monthly Toll Collection Report (Applicable only if project highway istolled) 173
	AccidentReport 174
	Details of complaints 176
	Encroachment list177
	LaneClosure Report 177
10	Annexures178

#### 1 ExecutiveSummary

#### **Overall road condition**

Road condition	LHS	RHS
Satisfactory road condition	40 km	20 km
Poor road condition	50 km	70 km
Total length of project	90 km	90 km

#### **Key reportingmetrics**

Key metrics	Value/Amount
No of pending NCRs	35
Damages amount recommended on Concessionaire (Rs Cr)	Rs 5.9 Cr
No of pending Change of Scope proposals	2
No of pending disputes	2
Monthly toll collection (Rs Cr) (If applicable)	Rs 3.8 Cr
No of accidents	12
No of encroachments	47

#### Key maintenance activities undertaken

Asset	Maintenance activities undertaken
Pavement	<ul> <li>Concessionairehascommencedtheworkforrenewalandrepairofpavement ontheprojecthighwayw.e.f14thSeptember2016</li> </ul>
Shoulder	
Drainage	Cleaningofdrainageinbuiltupareasnprogress
Median	
Road furniture	ConcessionairehastakenuprepairsandmaintenanceofMBCBandelectric poles,etconissuanceofNCPsfromAuthorityEngineer
Bridges	•
Buildings	• AsperprovisionsofCAandpolicydecidedbyMoRTH/ <agency>,2ETClanes ateachtollplazahavebeenoperationalisedw.e.f.25thSeptember2016.The connectivity of ETC lanes with Central Clearing House (CCH) has been achievedandpresentlyETClanesareoperationalizedinHybridModedueto lessnumberoftagspurchasedbyhighwayusers</agency>
Horticulture	<ul> <li>PlantingofnewtreesfromChainage200+300to226+650</li> <li>Trimmingofplantswhichwerecausingobstructiontohighwayusers</li> </ul>

#### Pendingissues

- Overlay on the entire stretch of project length of 252 km and service roads has not been taken up by Concessionaire yet since the date of completion of overlay is due in next 25days
- Over all progress is very slow regarding repair of potholes and rutting on Main Carriageway which is causing inconvenience to highway users and is also a concern from road safety point ofview.
- Street lightingin
  - Anantapur bypass completed on main carriageway and is energized but for service roads street lighting is pending on bothsides
  - **Kurnoolbypass**erectionofpolesonlycompletedinmaincarriagewaynotyet energized till to date, but for service roads notstarted

#### **Recommended actions by AuthorityEngineer**

- In spite of the repeated requests, there is no material change in status of works pertaining to repairs/ rectifications of defects on the project highway. AE has recommended the damages of Rs 5.9 Cr on the Concessionaire on account of delay in repairs of defects in road and bridge works in terms of the provision of Clause 15.8.1 of the Concession Agreement. Concessionaire shall be liable for imposition of further damages on similar lines till the date of completion
- Concessionaire is requested to take at most care for completing the overlay before 31.03.2017 since the existing road condition is getting deteriorated day by day causing much inconvenience to thetraffic

All figures and graphs in templates are illustrative. Please add actual details.

10	Road furniture																				
LHS-Other assets	Horticulture																				
as	Bridges																				
l e	Median																				
ō	Shoulder																				
E	Drainage																				
+																					
튤	Other defects (bleeding,																				
Ę	patching, depression, shoving) Potholes																				
2																					
S	Ravelling																				
LHS-MCW Pavement	Rutting																				
Ë	Surface cracks																				
N	Maintenance required																				
	Chainage	0.0	2.0	4.0	6.0	8.0	10.0	12.0	14.0	16.0	18.0	20.0	22.0	24.0	26.0	28.0	30.0	32.0	34.0	36.0	38.0
N	Maintenance required																				
	Surface cracks																				
3 2	Rutting																				
E M	Ravelling																				
RHS-MCW Pavement	Potholes																				
22	Other defects (bleeding,																				
	patching, depression, shoving)																				
2	Drainage																				
RHS- Other assets	Shoulder																				
-t se	Horticulture																				
i i i i i i i i i i i i i i i i i i i	Road furniture																				

# Strip Plan formaintenance

Satisfactory road condition (Maintenance not required) Poor road condition (Maintenance required)

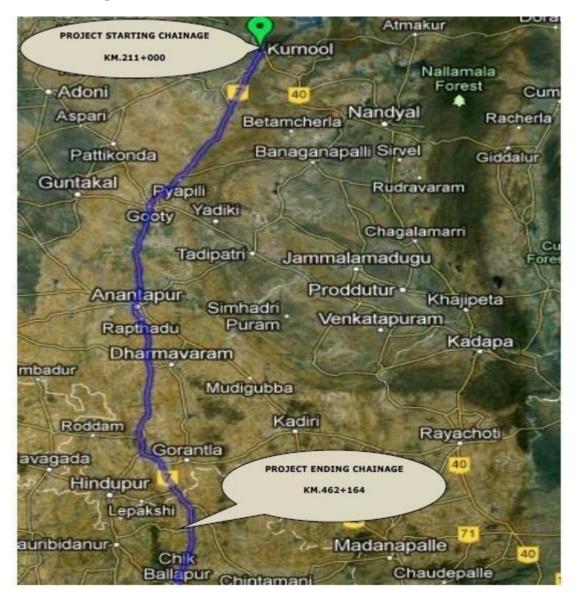
# Mainreport

#### 2 ProjectOverview

# Key projectdetails

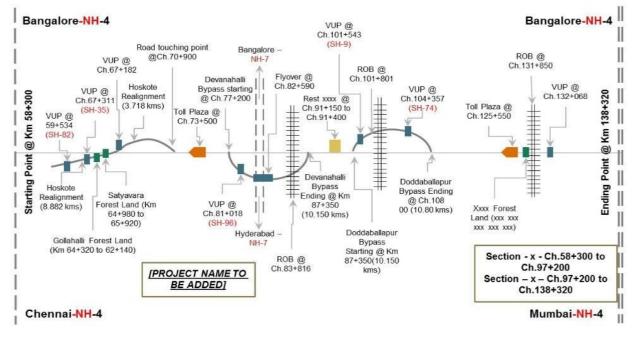
Project Name	
NH no (New/Old)	
Mode of the Project	
No. of Lanes	
Length of the Project	
Total Project Cost	
Concessionaire/ Contractor	
Date of Award (LOA date)	
Appointed Date	
Commercial Operation Date (COD)	
Concession Period	
O&M Period	
Authority Engineer	
AE Agreement Date	
AE Mobilization Date	
AE Scheduled Completion Date	
AE EOT (Extension Of Time)	

#### LocationMap

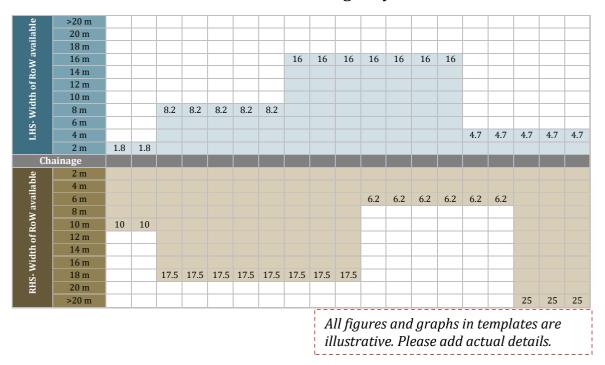


All figures and graphs in templates are illustrative. Please add actual details.

### Keyplan



#### **RoWavailability**



#### Width of RoW available on both sides of the highway

# Summary of projectfeatures

SNo	Particulars	Value
1	No of flyovers	2
2	Service Road	45
3	ROBs	5
4	ROB location (chainage)	261.975, 299.606, 350.547, 396.135 & 420.302
5	RUBs	0
6	RUB location (chainage)	NA
7	No of Bypass	7
8	Length of Bypass	43
9	No of Major Bridges	7
10	No of Minor Bridges	67
11	No of Culvert	640
12	No of VUP	16
13	No of PUP/ Cattle Underpass	12
14	No of Major Intersection/ Junction	22
15	No of Toll Plaza	3
16	Location of Toll Plaza (chainage)	
17	No of Truck Laybye	30
18	No of Bus Bays	122
19	No of Wayside Amenities	0
20	Location of Wayside Amenities (chainage)	NA

#### 3 Critical Issues and Actiontaken

#### Issue and actionlog

SNo	Issue Description	Ongoing/New Issue	Concerned Authority	Chainage(s) affecteddueto theissue	Length affected (km)	Action(s) taken till now	Action(s) suggested by SC	Expected Date for resolving issue
1	Drying up of plants on median	Ongoing	Concession aire	325+200 to 327+800	2.6	Irregular watering	Replacemen t of plants and daily watering	NA
2	Large potholes	New	Concession aire	387+300 LHS	0.1	None	Filling of potholes	<dd m<br="">M&gt;</dd>

All figures and graphs in templates are

illustrative. Please add actual details.

#### Summary of items (Cumulative Observations/Deficiencies)

SNo	Description	Unit	Total	Work done upto previous month	Work done during reporting month	Balance	Remarks
1	Carriageway and paved s	shoulder	'S				
(a)	Pot Holes	Sqm	42	-	-	42	
(b)	Roughness value exceeding 2,500mm	mm					
(c )	Cracking in more than 5% of road surface	Sqm	7179	-	-	7179	
(d)	Ruttingexceeding10mm inmorethan2%ofroad surface	Sqm	5	-	-	5	
(e)	Bleeding/Skiding	Sqm					
(f)	Ravelling	Sqm					
(g)	Damage to pavement edges exceeding 10cm	m					
2	Hard/Earth Shoulders						
(a)	Raincuts/gulliesinslope	Cum	650	25	-	625	

SNo	Description	Unit	Total	Work done upto previous month	Work done during reporting month	Balance	Remarks
(b)	Edge drop at shoulders exceeding 40 mm	m					
3	Drains and culverts						
(a)	Cleaning of Culvert	Nos	1	-	-	1	
(b)	Damage to or silting of culverts						
(c)	Silting of drains in urban/ semi urban areas						
4	Road furniture						
(a)	Sign Boards	Nos	456	-	-	456	
(b)	Kilometer Stones						
(c)	Metal Beam Crash Barrier						
(d)	Bus Shelters	Nos	72	4	-	68	
(e)	Junction signs	Nos	26	8	-	18	
(f)	Median Grills	Rmt	894	-	-	894	
(g)	Studs	Nos	5328	-	-	5328	
(h)	Delinators	Nos	8236	-	-	8236	
(i)	Road Marking	Sqm	1899	-	-	1899	
(j)	Kerb Painting	Sqm	4575	-	-	4575	
(k)	Guard Posts	Nos	3657	-	-	3657	
5	Street lighting and teleco	om (ATM	(S)				
(a)	Street lights	Nos					
(b)	Telecom	Nos					
6	Trees and plantation						
(a)	Removalofvegetation affectingsightlineand roadstructures	На	77.42	-	3.57	73.85	
(b)	Replacement of trees and bushes	Nos	15072	-	-	15072	
7	Buildings and bridges						
(a)	Rest areas						
(b)	Toll plazas						
(c)	Bridges						

#### **Obligations as percontract**

Please write a summary of contractual obligations of Concessionaire and noncompliances of critical obligations highlighting reasons for delay and stating pending actions

- **<u>Critical obligations</u> of Concessionaire as percontract**
- Non compliances of critical contractualobligations

# Major maintenance and Inspectionschedule

Item	Responsibility	Last completed on	Due date
Major maintenance	Concessionaire	[DD/MM/YY]	[DD/MM/YY]
Periodic overlay	Concessionaire	[DD/MM/YY]	[DD/MM/YY]
Pavement inspection using NSV	Authority Engineer	[DD/MM/YY]	[DD/MM/YY]
Roughness using Laser Profilometer	Authority Engineer	[DD/MM/YY]	[DD/MM/YY]
Pavement strength using FWD	Authority Engineer	[DD/MM/YY]	[DD/MM/YY]
Bridge inspection using MBIU	Authority Engineer	[DD/MM/YY]	[DD/MM/YY]
Road sign inspection using Reflectometer	Authority Engineer	[DD/MM/YY]	[DD/MM/YY]
Other			

#### 4 Inspection Report

#### Summary of NCRissued

SNo	Highway asset	Total NCR issued till previous month (A)	NCR issued in reporting month (B)	NCR closed in reporting month (C)	Balance NCR (A+B-C)
1	Pavement	48	12	25	35
2	Shoulder	7	0	3	4
3	Drainage				
4	Median				
5	Road furniture				
6	Bridges				
7	Buildings				
8	Horticulture				
9	[Other assets]				
	Total				

#### **Equipment based inspection report**

				Pavement Surface Defects							Paven	nent Sti	rength
Starting Chainage	Ending Chainage	Lane number	Cracks (cm)	Potholes (cm)	Raveling (cm)	Bleeding (cm)	Rutting depth (mm)	Texture depth (mm)	Skid Resistance	IRI (International Roughness Indev)	Elastic Modulus Bituminous E1	Elastic Modulus	Elastic Modulus c
0.000	0.500	L1	2X10	20X35	2.5X1.2	4X12	25	1.4		4.23	7110	34	14
0.500	1.000	L1	3X5	10X15	1.5X0.8	3X10	24	1.8		2.68	7430	36	15
1.000	1.500	L1											

Report of equipment based inspection needs be provided as an Annexure to monthly report as per the defined frequency. Following documents/media to be submitted for equipment based inspection.

- Video footage of all cameras installed on Network Survey Vehicle- ROW cameras and pavementcamera
- Network Survey Vehicle report capturing dimensions of following key metrics of pavement

- Cracks
- D Potholes
- □ Raveling
- □ Bleeding
- □ Rutting
- □ Texture depth
- □ Skidresistance
- □ Roughness(IRI)
- □ Falling Weight Deflectometer (FWD) report capturing following key metrics of pavementstrength
  - Deflection Bowl (Transient Deflections at seven differentpoints)
  - □ Corrected Elastic Modulus BituminousE1
  - D Corrected Elastic Modulus GranularE2
  - □ Corrected Elastic Modulus SubgradeE3
  - □ SubgradeCBR
  - Bituminous layer coefficientA1
  - □ Base layer coefficientA2
  - □ Granular base layer coefficientA3
  - D Modified structuralnumber
- D Mobile Bridge Inspection Report (MBIU) capturing following key metrics ofbridges
  - □ ConditionApproach
  - Condition Signs
  - Condition Debris
  - □ ConditionJoint
  - ConditionDeck
  - □ ConditionRails
  - □ ConditionProtect
  - □ ConditionStream
  - □ ConditionSuperstructure
  - Condition Piers
  - Condition Abutment
- IRetro reflectometer report capturing following key metrics of roadfurniture
  - □ Coefficient of retroreflected luminance R<sub>A</sub> (night time retroreflection) ofroad trafficsigns

#### 5 Monitoring of ETClanes

#### **Monthly ETCReport**

ТУ	PE OF V	EHICLE	month o	esponding f previous ear	For Pre	evious Month	For Current Month				
			No of vehicles	Fee Collected	No of Fee vehicles Collected		Fee per vehicle	No of vehicles	Fee Collected		
A	Car	Total	3845	384500	4659	465,900.00	100	4289	428,900.00		
В	LCV	Total	1521	243360	1312	209,920.00	160	1399	223,840.00		
C	Bus	Total	2404	793386	2284	765,207.00	201	2349	786,915.00		
D	Truck	Total	1603	528924	1523	510,138.00	134	1566	524,610.00		
E	3 Axle	Total	18990	6836400	16310	5,953,150.00	365	15127	5,521,355.00		
F	MAV	Total	16119	8381880	21111	11,188,830.00	530	18790	9,958,700.00		
G	G Over Size Total		1	630	27	17,280.00	640	36	23,040.00		
	Total for the Month		49844	18,050,618	52963	19,898,834		49016	18,265,661		

#### **On-ground infrastructurereport**

Total number of plaza lanes = Total number of dedicated ETC lanes = Total number of hybrid lanes =

SNo	Description	Total units	Units working	Units damaged/ missing	Equipment owner/ provider	Equipmentas per specifications (Y/N)	Remarks
1	Hardware						
(a)	Over-head transceiver	4	3	1	ABC Co.	Y	
(b)	Hand-held reader						
(c)	Lane controller						
(d)	AVC						
(e)	Camera						
(f)	Weigh-in-motion						
(g)	Static weigh bridge						
(h)	Any other items						
2	Softwares						

SNo	Description	Total units	Units working	Units damaged/ missing	Equipment owner/ provider	Equipmentas per specifications (Y/N)	Remarks
(a)	Software – Lane/ Plaza level						
(b)	TMS						
(c)	Any other items						

#### **On-ground ETC operations and SLAadherence**

Lane	Average queue length during peak time	Average queue length during non peak time		Average transaction time (RFID)		transaction	Average transction time (others)
Lane 1	10 vehicles	5 vehicles	15 seconds	10 seconds	20 seconds	25 seconds	UPI-20 seconds
Lane 2							
Lane 3							

- ☑ Average system uptime =80%
- □ Transactions uploaded (as per SLA) =80%
- □ Blacklists uploaded (as per SLA) =50%
- □ Blacklists downloaded (as per SLA) =85%

#### 6 Status of Damages for breach of maintenanceactivities

#### Damages for non completion of projectfacilities

SNo	Period	Amount of damages (Rs)
1	Upto June 2016	15,00,35,000
2	Jul 2016	2,00,88,000
3	Aug 2016	2,00,88,000
4	Sep 2016	1,94,40,000
	Total	20,96,51,000

#### Supporting Calculations for damages for Sep 2016

- □ No of days in Sep =30
- D Performance security is Rs 64,80,00,000
- □ As per CA Clause 12.3.2 damages payable is 0.1% of performance security per day = Rs6,48,000
- Total damages payable = 30 X 6,48,000 = Rs1,94,40,000

#### Damages for breach of maintenanceactivities

SNo	Period	Amount of damages (Rs)
1	Upto June 2016	1,00,35,000
2	Jul 2016	6.63,196
3	Aug 2016	6,63,196
4	Sep 2016	52,22,444
	Total	1,65,83,836

#### Supporting Calculations for damages for reporting month

S No	Nature of defect	Unit	Total Quantity	Rate	Cost o repair as estimated	Damages as per CA	Damages at higher side	Date of inspection	Noofdaysas perCA	Damages from	No of days damages	Damages amount

#### Damages for non completion of major maintenance/ periodicoverlay

SNo	Period	Amount of damages (Rs)
1	June 2016	6,48,000
2	Jul 2016	2,00,88,000
3	Aug 2016	2,00,88,000
4	Sep 2016	1,94,40,000
	Total	6,02,64,000

#### Supporting Calculations for damages for Sep 2016

- $\Box \quad \text{No of days in Sep = 30}$
- D Performance security is Rs64,80,00,000
- □ As per CA Clause 12.3.2 damages payable is 0.1% of performance security per day = Rs 6,48,000
- 2 Total damages payable = 30 X 6,48,000 = Rs1,94,40,000

#### **Date offirst** Expected/ SN **Proposal Details** submission **COS** Amount Actualdate **Current status** 0 toAE ofapproval Approved in principle by [DD/MM/YYYY Construction of [Flyover Authority. Detailed [DD/MM/YYY 1 [+/- Amount] *Name]* at [Chainage] ] quantitSCsinproperorder Y] yettobesubmitted Clarifications to be Nallah diversion through [DD/MM/YYYY submitted by [DD/MM/YYY 2 [+/- Amount] box culvert at Concessionaire, expected Y] ] [Chainage] date [DD/MM/YYYY]

#### 7 Change of Scopeproposals

#### 8 Status of pendingdisputes

SN o	Dispute Details Date of first submission to AE		Suggested resolution by AE	Dispute Amount (if applicable)	Current stage
1	Increased tollable length to be applicableintollfee calculations	[DD/MM/YYYY]	Nomeritinincreasingtollable lengthhencenoactionrequired by <mark>KSTP</mark>	NA	SAROD
2	Filling stations energized without obtainingNOCfrom ministry	[DD/MM/YYYY]	KSTP to consider the Concessionaire's request for intervention and assistance	[+/- Amount]	B/w Concession aire and <mark>KSTP</mark>

#### 9 Reports

# Monthly Toll Collection Report (Applicable only if project highway istolled)

ТҮ	PE OF VE	EHICLE	month o	responding of previous ear	For Pre	evious Month	For Current Month		
			No of vehicles	Fee Collected	No of vehicles	Fee Collected	Fee per vehicle	No of vehicles	Fee Collected
		Single	3845	384500	4659	465,900.00	100	4289	428,900.00
A	Car	Return	1506	218370	1972	295,800.00	150	1758	263,700.00
		Local	769	38450	979	48,950.00	50	1029	51,450.00
		Single	1521	243360	1312	209,920.00	160	1399	223,840.00
B	LCV	Return	134	31490	162	38,880.00	240	132	31,680.00
		Local	1683	134640	1838	147,040.00	80	1461	116,880.00
		Single	2404	793386	2284	765,207.00	201	2349	786,915.00
C	Bus	Return	359	177903	173	87,567.00	303	203	102,717.00
		Local	277	45738	205	34,782.00	102	318	54,060.00
		Single	1603	528924	1523	510,138.00	134	1566	524,610.00
D	Truck	Return	240	118602	116	58,378.00	202	136	68,478.00
		Local	185	30492	136	23,188.00	68	212	36,040.00
		Single	18990	6836400	16310	5,953,150.00	365	15127	5,521,355.00
E	3 Axle	Return	131	70740	34	18,700.00	550	37	20,350.00
		Local	69	12420	84	15,540.00	185	131	24,235.00
		Single	16119	8381880	21111	11,188,830.00	530	18790	9,958,700.00
F	MAV	Return	2	1550	20	15,800.00	790	35	27,650.00
		Local	6	1560	18	4,770.00	265	8	2,120.00
		Single	1	630	27	17,280.00	640	36	23,040.00
G	Over Size	Return		0	0	-	965		-
		Local		0	0	-	320		-
		for the onth	49844	18,050,618	52963	19,898,834		49016	18,265,661

All figures and graphs in templates are illustrative. Please add actual details.

. . . . . . . .

1	S No		
$\frac{1}{7}$	Date		
382/050 05:25 RHS pm	Chainage no	D	
05:25 pm	Time of accid	ent	
М	Sex (M/F)		
2	Accident location	1	A
2	Nature of acciden	ıt	В
ω	Classification of acci	С	
4	Causes		D
<u>н</u>	Load conditions of ve	hicle	ET.
	Road condition		Ŧ
	Intersection type of c	ontrol	G
	Weather conditio	n	Н
ω	Age of victim		I
	Type of victim		J
ω	Type of vehicle		K
	Fatal	 на	
<u>н</u>	Major	No of	
<u>ц</u>	Minor	affected persons	
 1			

# Page 174 of 264

Help provided by

Ambu

# Mapping of report fields to responses

А	1. Urban 2. Rural
В	1.0verturned2.HeadOnCollision3.HitfromBack4.HittoFixObject5.RightturnCollision 6.LeftturnCollision7.VeeredOutoffTheRoad8.HitPedestrian9.Unknown/Hit&RanAway
С	1. Fatal 2. Major injury 3. Minor injury
D	1.Drunken2.OverSpeeding3.VehicleoutofControl4.Drivenonwrongside5.Mechanical Problem6.Drowsiness/NotApplicable7.FaultofDriver
E	1. Normally Loaded 2. Overloaded/Handing 3. Empty 4. Unknown
F	1. Straight road 2. Slight Curve 3. Sharp Curve 4. Hump 5. Dip
G	1.T-Junction2.Y-Junction3.FourarmJunction4.StaggeredJunction5.Junctionwithmore than 6. Round aboutJunction
Н	1.Fine/Clear2.Mist/Fog3.Cloudy4.LightRain5.HeavyRain6.StrongWind7.DustStorm8. Cold 9.Hot
Ι	1. 0-18 Years 2. 18-25 Years 3. 25-40 Years 4.40-60 Years 5. 60-80 Years
J	1. Driver 2. Passenger 3. Pedestrian 4. Cyclist 5. Others
К	1.TwoWheeler2.AutoRickshaw3.Car/Jeep4.Bus5.LightTruck6.HeavyTruck7.Tractor 8. Bicycle 9. Cycle Rickshaw 10. Hand Drawn Cart 11. Animal Drawn Cart

All figures and graphs in templates are illustrative. Please add actual details.

# Details of complaints

SNo	Toll plaza	Complaint No	Date	Name of the person	Contact detailsof person	Details of complaint	Compliance by the concessionaire
1							
2							
3							

#### Encroachment list

SNo	Stretch Chainage (km)	Side (LHS/RHS)	District / Tehsil	Village	Encroachment type (Temporary/ Permanent)	Category (Tea stall, Temple, etc)	Establishment (New/ existing)	Distancefromroadedge(m)	Encroachment width and length	Name of Encroacher
1										
2										

# Lane ClosureReport

S.No	Date	Chainage (Km)		Chainage (Km) Side Time of Closure				Reasons for Lane	Remarks
		From	То			Closure & Approval Details			
1									

#### **10** Annexures

#### Annexure 1: Detailed visual inspection report of project highway

**Assets to be covered-** Pavement, Shoulder, Drainage, Median, Bridges, Road furniture, Buildings, Horticulture, Service Road

SNo	NCP/ SNo	Date of issue	Descriptionof defect	Chainage	Side	AE Remarks
1						
2						
3						
4						

#### Annexure 2 onwards:

AE should include comments, status update, data points and reports in following annexures which have not been included elsewhere in the main report. Such reports may include but not limited to:

- I Minutes of reviewmeeting
- **D** Correspondence details
- □ Weatherreport
- **D** Organizational chart of Concessionaire and AE
- Projectphotographs

Annexure VII-OUTPUT FORMAT FROM NETWORK SURVEY VEHICLE AND FWD TESTING

# [NAME & LOGO OF IMPLEMENTING AGENCY]

# [PROJECT NAME]

# **Authority Engineer**

[NAME OF CONSULTING FIRM]

**OUTPUT FROM NETWORK SURVEY VEHICLE AND FWD TESTING** 

Page 165 of 249

# Table of contents

Contents		Page Nos.
SECTION 1	ROAD INVENTORY DATA	
		161
1.1.	Location Reference Post (LRP) Master	161
1.2.	Carriageway Type	162
1.3.	Road Type	162
1.4.	Pavement Type	163
1.5.	Pavement Width	164
1.6.	Shoulder Type	165
1.7.	Shoulder Width	166
1.8.	Topography	166
1.9.	Cross Section	167
1.10.	Drain Type	168
1.11.	Median Opening	169
1.12.	Right Of Way	170
1.13.	Pavement composition	171
1.14.	Carriageway Furniture	173
1.15.	Wayside Amenities	174
1.16.	Land Use	175
SECTION 2	ROAD CONDITION DATA	176
2.1.	Visual condition	176
2.2.	Roughness	179
2.3.	Rutting	180
2.4.	Texture Depth	181
2.5.	Skid Resistance	182
2.6.	Falling Weight Deflectometer (FWD)	183

2.6.Falling Weight Deflectometer (FWD)1832.7.Falling Weight Deflectometer (FWD) Rigid187

#### Annexure VII: OUTPUT FORMAT FROM NETWORK SURVEY VEHICLE AND FWD TESTING (SECTION 1: TESTING AT TIME OF COMPLETION, SECTION 2: FWD ATTRIBUTES - ANNUALLY, BALANCE PARAMETERS –BIANNUALLY AFTER CONSTRUCTION PHASE)

In addition to the reports being submitted on equipment based inspection as specified in Section4.2oftheMonthlyProgressReportintheO&Mphase,theAuthorityEngineer(AE)shall submitelectronicallyinexcel(.xls)formatcertainkeyparameterstotheProjectDirectorinthe followingformat.

Worksheets under Section 1 ('Road inventory data') shall be updated from surveys conducted onlyonceatthetimeofcompletiontesting.WorksheetsunderSection2('Roadconditiondata') shall be updated from surveys carried out annually for FWD attributes and biannually for the remainingattributes.

The fields to be updated in each of the worksheets are described below. Each description is followed by an example of data for a sample project.

#### **SECTION 1 - ROAD INVENTORY DATA**

Roadinventorydataconsistsofparameterswhichprovidebasicinformationaboutroadssuch as pavement type, number of lanes, topography, etc. These parameters are largely static in nature, and therefore a survey to update this dataset shall be conducted only once at the time of completion testing. The road inventory data shall be used to update specific worksheets listedbelow.

#### Location Reference Post (LRP)Master

The following table lists the fields which need to be populated for the 'LRP Master' attribute. The descriptions of the fields are given below.

Field	Description	Example
Road Number	New number	NH0065
LRP Name	Name of location reference post (LRP)	Km stone 17
Chainage	Chainage of the survey point (in km)	17
Direction	Direction of survey	Increasing
	Increasing(chainage)	
	Decreasing(chainage)	
Latitude	Latitude of survey point	9.98897
Longitude	Longitude of survey point	78.02671
Survey Date	Date of survey in the format <dd-mm-yy></dd-mm-yy>	06-05-17
Old Number	Old National Highway number	NH0065
Section Code	Codeindicatingstartingandendinglocationsofsection	HYD-VIJ (Hyderabad- Vijayawada)

Road Number	LRP Name	Chainage	Direction	Latitude	Longitude	Altitude	Survey Date	Old Number	Section Code
NH0xxx	Road Start	1.230	Increasing	9.98897	78.02671	63.07767	23-12-15	NH0yyy	ABC-DEF
NH0xxx	Km Stone 8	8.000	Increasing	9.98444	78.02934	68.60126	23-12-15	NH0yyy	ABC-DEF
NH0xxx	Km Stone 8	8.030	Increasing	9.98341	78.03004	68.15520	23-12-15	NH0yyy	ABC-DEF
NH0xxx	Km Stone	9.008	Increasing	9.98107	78.03078	65.17153	23-12-15	NH0yyy	ABC-DEF
NH0xxx	Km Stone	12.012	Increasing	9.96328	78.04160	56.03436	23-12-15	NH0yyy	ABC-DEF
NH0xxx	Km Stone 17	17.085	Increasing	9.95385	78.05255	56.24748	23-12-15	NH0yyy	ABC-DEF

#### CarriagewayType

The following table lists the fields which need to be populated for the 'Carriageway Type' attribute. The descriptions of the fields are given below.

Field	Description	Example
NH Number	New National Highway number	NH0065
Section Code	Code indicating starting and ending locations of section	HYD-VIJ (Hyderabad- Vijayawada)
Start Chainage	Chainage of the start point (in km)	0.500
End Chainage	Chainage of the end point (in km)	1.500
Carriageway Type	Type of carriageway, classified into one of the below categories: Divided Undivided	Divided
Survey Date	Date of survey in the format <dd-mm-yy></dd-mm-yy>	06-05-17
Latitude	Latitude of survey point	9.98897
Longitude	Longitude of survey point	78.02671

#### A sample output is shown below for reference

NHNumber	Section	Start Chainage	End Chainage	Carriageway Type	Dateof Survey	Latitude	Longitude
NH00xx	ABC-DEF	0.000	0.794	Undivided	06-05-17	9.98897	78.02671
NH00xx	ABC-DEF	0.794	1.000	Undivided	06-05-17	9.98444	78.02934
NH00xx	ABC-DEF	1.000	2.810	Undivided	06-05-17	9.98341	78.03004
NH00xx	ABC-DEF	2.810	4.335	Undivided	06-05-17	9.98107	78.03078
NH00xx	ABC-DEF	4.335	6.666	Undivided	06-05-17	9.96328	78.04160
NH00xx	ABC-DEF	6.666	12.906	Undivided	06-05-17	9.95385	78.05255

#### **Road Type**

The following table lists the fields which need to be populated for the 'Road Type' attribute. The descriptions of the fields are given below.

Field	Description	Example
NH Number	New National Highway number	NH0065
Section Code	Codeindicatingstartingandendinglocationsof section	HYD-VIJ (Hyderabad- Vijayawada)
Start Chainage	Chainage of the start point (in km)	0.500
End Chainage	Chainage of the end point (in km)	1.500
Road Type	Classification of road on basis of number of lanes          SingleLane         TwoLane         IntermediateLane         FourLane         SixLane	Four Lane
Survey Date	Date of survey in the format <dd-mm-yy></dd-mm-yy>	06-05-17
Latitude	Latitude of survey point	9.98897
Longitude	Longitude of survey point	78.02671

#### A sample output is shown below for reference:

NHNumber	Section	Start Chainage	End Chainage	RoadType	Dateof Survey	Latitude	Longitude
NH00xx	ABC-DEF	0.000	0.794	Two Lane	06-05-17	9.98897	78.02671
NH00xx	ABC-DEF	0.794	1.000	Two Lane	06-05-17	9.98444	78.02934
NH00xx	ABC-DEF	1.000	2.810	Two Lane	06-05-17	9.98341	78.03004
NH00xx	ABC-DEF	2.810	4.335	Two Lane	06-05-17	9.98107	78.03078
NH00xx	ABC-DEF	4.335	6.666	Two Lane	06-05-17	9.96328	78.04160
NH00xx	ABC-DEF	6.666	12.906	Two Lane	06-05-17	9.95385	78.05255

#### PavementType

The following table lists the fields which need to be populated for the 'Pavement Type' attribute. The descriptions of the fields are given below.

Field	Description	Example		
NH Number	New National Highway number	NH0065		
Section Code	Codeindicatingstartingandendinglocationsof section	HYD-VIJ (Hyderabad- Vijayawada)		
Start Chainage	Chainage of the start point (in km)	0.500		
End Chainage	Chainage of the end point (in km)	1.500		
Direction	Direction of survey           Image: Direction of survey           Image: Direction of survey           Image: Direction of survey           Image: Direction of survey	Increasing		
Pavement Type	Classificationofpavementbasedontypeofsurface:	Asphalt		

Field	Description	Example
	Asphalt	
	Cementconcrete	
Survey Date	Date of survey in the format <dd-mm-yy></dd-mm-yy>	06-05-17
Latitude	Latitude of survey point	9.98897
Longitude	Longitude of survey point	78.02671

NHNumber	Section	Start Chainage	End Chainage	Direction	Pavement Type	Date of Survey	Latitude	Longitude
NH00xx	ABC- DEF	0.000	0.804	Both	Asphalt	06-05-17	9.98897	78.02671
NH00xx	ABC- DEF	0.804	1.000	Both	Asphalt	06-05-17	9.98444	78.02934
NH00xx	ABC- DEF	1.000	1.172	Both	Asphalt	06-05-17	9.98341	78.03004
NH00xx	ABC- DEF	1.172	2.821	Both	Asphalt	06-05-17	9.98107	78.03078
NH00xx	ABC- DEF	2.821	4.350	Both	Asphalt	06-05-17	9.96328	78.04160
NH00xx	ABC- DEF	4.350	6.710	Both	Asphalt	06-05-17	9.95385	78.05255
NH00xx	ABC- DEF	6.710	12.925	Both	Asphalt	06-05-17	9.93102	78.05648

#### PavementWidth

The following table lists the fields which need to be populated for the 'Pavement Width' attribute. The descriptions of the fields are given below.

Field	Description	Example
NH Number	New National Highway number	NH0065
Section Code	Codeindicatingstartingandendinglocationsof section	HYD-VIJ (Hyderabad- Vijayawada)
Start Chainage	Chainage of the start point (in km)	0.500
End Chainage	Chainage of the end point (in km)	1.500
Direction	Direction of survey           Increasing(chainage)           Decreasing(chainage)	Increasing
Pavement Width	Widthofthepavementinmetres,classified intoone of the below categoriesImage: second systemImage: second systemI	>7m and <10.5m
Pavement Width Value	Width of the pavement in metres, rounded to two places after decimal	7.0

Field	Description	Example
Survey Date	Date of survey in the format <dd-mm-yy></dd-mm-yy>	06-05-17
Latitude	Latitude of survey point	9.98897
Longitude	Longitude of survey point	78.02671

NHNumber	Section Code	Start Chainage	End Chainage	Direction	Pavement Width	Pavement Width Value	Survey Date	Latitude	Longitude
NH00xx	ABC-DEF	0.000	0.794	Both	7 – 10.5 m	7.00	06-05-17	9.98897	78.02671
NH00xx	ABC-DEF	0.794	1.000	Both	7 – 10.5 m	7.00	06-05-17	9.98444	78.02934
NH00xx	ABC-DEF	1.000	2.810	Both	7 – 10.5 m	7.00	06-05-17	9.98341	78.03004
NH00xx	ABC-DEF	2.810	4.335	Both	7 – 10.5 m	7.00	06-05-17	9.98107	78.03078
NH00xx	ABC-DEF	4.335	6.666	Both	7 – 10.5 m	7.00	06-05-17	9.96328	78.04160
NH00xx	ABC-DEF	6.666	12.906	Both	7 – 10.5 m	7.00	06-05-17	9.95385	78.05255

# ShoulderType

The following table lists the fields which need to be populated for the 'Shoulder Type' attribute. The descriptions of the fields are given below.

Field	Description	Example
NH Number	New National Highway number	NH0065
Section Code	Codeindicatingstartingandendinglocationsof section	HYD-VIJ (Hyderabad- Vijayawada)
Start Chainage	Chainage of the start point (in km)	0.500
End Chainage	Chainage of the end point (in km)	1.500
	Direction of survey	Increasing
Direction	<ul><li>Increasing(chainage)</li><li>Decreasing(chainage)</li></ul>	
	Type of shoulder, classified into one of the below categories:	Gravel
	<ul> <li>None</li> <li>Paved</li> <li>Gravel</li> <li>Earth</li> </ul>	
Shoulder Type	Date of survey in the format <dd-mm-yy></dd-mm-yy>	06-05-17
Survey Date Latitude	Latitude of survey point	9.98897
Longitude	Longitude of survey point	78.02671

#### A sample output is shown below for reference:

NHNumber	Section Code	StartChainage	End Chainage	Direction	ShoulderType	Survey Date	Latitude	Longitude
NH00xx	ABC-DEF	0.000	0.763	Increasing	No Shoulder	09-01-16	9.98897	78.02671
NH00xx	ABC-DEF	0.763	0.834	Increasing	Gravel	09-01-16	9.98444	78.02934

NH00xx	ABC-DEF	0.834	1.254	Increasing	Gravel	09-01-16	9.98341	78.03004
NH00xx	ABC-DEF	1.254	2.945	Increasing	Gravel	05-01-16	9.98107	78.03078
NH00xx	ABC-DEF	2.945	4.327	Increasing	Gravel	05-01-16	9.96328	78.04160
NH00xx	ABC-DEF	4.327	4.405	Increasing	Gravel	05-01-16	9.95385	78.05255
NH00xx	ABC-DEF	4.405	6.844	Increasing	Gravel	05-01-16	9.93102	78.05648
NH00xx	ABC-DEF	6.844	9.359	Increasing	Gravel	05-01-16	9.91229	78.04961
NH00xx	ABC-DEF	9.359	12.966	Increasing	Gravel	05-01-16	9.89041	78.03458

#### ShoulderWidth

The following table lists the fields for the 'Shoulder Width' attribute, which need to be populated. The descriptions of the fields are given below.

Field	Description	Example
NH Number	New National Highway number	NH0065
Section Code	Codeindicatingstartingandendinglocationsof section	HYD-VIJ (Hyderabad- Vijayawada)
Start Chainage	Chainage of the start point (in km)	0.500
End Chainage	Chainage of the end point (in km)	1.500
Direction	Direction of survey           Image: Direction of survey	Increasing
Shoulder Width	Width of the shoulder in metres, classified into one of the below categories         Image: Second structure	< 1m
Shoulder Width Value	Widthoftheshoulderinmetres,roundedtooneplace afterdecimal	0.5
Survey Date	Date of survey in the format <dd-mm-yy></dd-mm-yy>	06-05-17
Latitude	Latitude of survey point	9.98897
Longitude	Longitude of survey point	78.02671

#### A sample output is shown below for reference:

NH Number	Section Code	Start Chainage	End Chainage	Direction	Shoulder Width	Shoulder Width Value	Survey Date	Latitude	Longitude
NH0xxx	ABC-DEF	0.000	0.785	Increasing	No Shoulder	0.0	03-01-16	9.98897	78.02671
NH0xxx	ABC-DEF	0.785	2.612	Increasing	No Shoulder	0.0	03-01-16	9.98444	78.02934
NH0xxx	ABC-DEF	2.612	3.170	Increasing	1-2m	2.0	03-01-16	9.98341	78.03004
NH0xxx	ABC-DEF	3.170	5.194	Increasing	1-2m	2.0	03-01-16	9.98107	78.03078
NH0xxx	ABC-DEF	5.194	6.793	Increasing	1-2m	2.0	03-01-16	9.96328	78.04160
NH0xxx	ABC-DEF	6.793	11.404	Increasing	1-2m	2.0	03-01-16	9.95385	78.05255

#### Topography

The following table lists the fields which need to be populated for the 'Topography' attribute. The descriptions of the fields are given below.

Field	Description	Example
NH Number	New National Highway number	NH0065
Section Code	Codeindicatingstartingandendinglocationsof section	HYD-VIJ (Hyderabad- Vijayawada)
Start Chainage	Chainage of the start point (in km)	0.500
End Chainage	Chainage of the end point (in km)	1.500
Topography	Topographyoftheroad,classifiedintooneofthe belowcategories Flat Rolling Hilly	Flat
Survey Date	Date of survey in the format <dd-mm-yy></dd-mm-yy>	06-05-17
Latitude	Latitude of survey point	9.98897
Longitude	Longitude of survey point	78.02671

A sample output is shown below for reference:

NH Number	Section Code	Start Chainage	End Chainage	Topography	Survey Date	Latitude	Longitude
NH0xxx	ABC-DEF	0.000	0.808	Flat	05-01-16	9.98897	78.02671
NH0xxx	ABC-DEF	0.808	1.254	Flat	05-01-16	9.98444	78.02934
NH0xxx	ABC-DEF	1.254	2.828	Flat	05-01-16	9.98341	78.03004
NH0xxx	ABC-DEF	2.828	4.363	Flat	05-01-16	9.98107	78.03078
NH0xxx	ABC-DEF	4.363	6.724	Flat	05-01-16	9.96328	78.04160
NH0xxx	ABC-DEF	6.724	12.933	Flat	05-01-16	9.95385	78.05255

#### CrossSection

The following table lists the fields which need to be populated for the 'Cross Section' attribute. The descriptions of the fields are given below.

Field	Description	Example		
NH Number	New National Highway number	NH0065		
Section Code	Codeindicatingstartingandendinglocationsof section	HYD-VIJ (Hyderabad- Vijayawada)		
Start Chainage	Chainage of the start point (in km)	0.500		
End Chainage	Chainage of the end point (in km)	1.500		
Direction	Direction of survey           Increasing(chainage)           Decreasing(chainage)	Increasing		
Cross Section	Crosssectiontype,classifiedintooneofthebelow categories	Fill		

Field	Description	Example
	🛛 Cut	
	D Fill	
	Cut and Fill	
	D Level	
Survey Date	Date of survey in the format <dd-mm-yy></dd-mm-yy>	06-05-17
Latitude	Latitude of survey point	9.98897
Longitude	Longitude of survey point	78.02671

NH Number	Section Code	Start Chainage	End Chainage	Direction	Cross Section	Survey Date	Latitude	Longitude
NH0xxx	ABC-DEF	0.000	0.822	Increasing	Level	03-01-16	9.98897	78.02671
NH0xxx	ABC-DEF	0.822	2.642	Increasing	Level	03-01-16	9.98444	78.02934
NH0xxx	ABC-DEF	2.642	3.199	Increasing	Level	03-01-16	9.98341	78.03004
NH0xxx	ABC-DEF	3.199	5.360	Increasing	Level	03-01-16	9.98107	78.03078
NH0xxx	ABC-DEF	5.360	5.715	Increasing	Fill	03-01-16	9.96328	78.04160
NH0xxx	ABC-DEF	5.715	6.941	Increasing	Level	03-01-16	9.95385	78.05255
NH0xxx	ABC-DEF	6.941	11.163	Increasing	Level	03-01-16	9.93102	78.05648

#### Drain Type

The following table lists the fields which need to be populated for the 'Drain Type' attribute. The descriptions of the fields are given below.

Field	Description	Example
NH Number	New National Highway number	NH0065
Section Code	Codeindicatingstartingandendinglocationsof section	HYD-VIJ (Hyderabad- Vijayawada)
Start Chainage	Chainage of the start point (in km)	0.500
End Chainage	Chainage of the end point (in km)	1.500
	Direction of survey	Increasing
Direction	<ul><li>Increasing(chainage)</li><li>Decreasing(chainage)</li></ul>	
	Type of drain, classified into one of the below categories	Open lined drain
	<ul><li>Open unlineddrain</li><li>Open lineddrain</li><li>Covered linedrain</li></ul>	
Drain Type	□ Nodrain	
Survey Date	Date of survey in the format <dd-mm-yy></dd-mm-yy>	06-05-17
Latitude	Latitude of survey point	9.98897
Longitude	Longitude of survey point	78.02671

NHNumber	SectionCode	StartChainage	EndChainage	Direction	DrainType	SurveyDate	Latitude	Longitude
NH0xxx	ABC-DEF	0.000	0.069	Increasing	Increasing Open Unlined Drain		9.98897	78.02671
NH0xxx	ABC-DEF	0.069	0.782	Increasing	OpenLinedDrain	09-01-16	9.98444	78.02934
NH0xxx	ABC-DEF	0.288	0.000	Decreasing	Open Unlined Drain	09-01-16	9.98341	78.03004
NH0xxx	ABC-DEF	0.782	0.846	Increasing	Open Unlined Drain	09-01-16	9.98107	78.03078
NH0xxx	ABC-DEF	0.846	1.254	Increasing	Open Unlined Drain	09-01-16	9.96328	78.04160
NH0xxx	ABC-DEF	1.254	2.265	Increasing	Open Unlined Drain	05-01-16	9.95385	78.05255
NH0xxx	ABC-DEF	1.929	0.288	Decreasing	Open Unlined Drain	09-01-16	9.93102	78.05648
NH0xxx	ABC-DEF	1.952	1.929	Decreasing	No Drain	09-01-16	9.91229	78.04961
NH0xxx	ABC-DEF	2.265	3.005	Increasing	Open Unlined Drain	05-01-16	9.89041	78.03458
NH0xxx	ABC-DEF	2.680	1.952	Decreasing	Open Unlined Drain	09-01-16	9.88489	78.02995
NH0xxx	ABC-DEF	3.005	4.424	Increasing	Open Unlined Drain	05-01-16	9.87474	78.02828
NH0xxx	ABC-DEF	3.109	2.680	Decreasing	Open Unlined Drain	09-01-16	9.87363	78.02744
NH0xxx	ABC-DEF	3.320	3.109	Decreasing	Covered Line Drain	09-01-16	9.84857	78.01535
NH0xxx	ABC-DEF	3.917	3.320	Decreasing	Open Unlined Drain	09-01-16	9.83764	78.00392
NH0xxx	ABC-DEF	4.424	4.601	Increasing	Open Unlined Drain	05-01-16	9.83711	77.98576
NH0xxx	ABC-DEF	4.601	5.693	Increasing	Open Unlined Drain	05-01-16	9.83386	77.97729

#### MedianOpening

The following table lists the fields which need to be populated for the 'Median Opening' attribute. The descriptions of the fields are given below.

Field	Description	Example
NH Number	New National Highway number	NH0065
Section Code	Codeindicatingstartingandendinglocationsof section	HYD-VIJ (Hyderabad- Vijayawada)
Start Chainage	Chainage of the start point (in km)	0.500
End Chainage	Chainage of the end point (in km)	1.500
Direction	Direction of survey           Increasing(chainage)           Decreasing(chainage)	Increasing
	Type of median, classified into one of the below categories Raised; Depressed; Barrier;	Raised
Median Type	□ None.	

Field	Description	Example
Median Width	Width of the median in metres, rounded to one place after decimal	0.5
Survey Date	Date of survey in the format <dd-mm-yy></dd-mm-yy>	06-05-17
Latitude	Latitude of survey point	9.98897
Longitude	Longitude of survey point	78.02671

NHNumber	Section Code	Start Chainage	End Chainage	Direction	Median Type	Median Width	Survey Date	Latitude	Longitude
NH00xx	ABC-DEF	0.000	0.794	Both	Raised	0.5	05-01-16	9.98897	78.02671
NH00xx	ABC-DEF	0.794	1.000	Both	Raised	0.5	05-01-16	9.98444	78.02934
NH00xx	ABC-DEF	1.000	2.810	Both	No Median	0.0	05-01-16	9.98341	78.03004
NH00xx	ABC-DEF	2.810	4.335	Both	Raised	1.5	05-01-16	9.98107	78.03078
NH00xx	ABC-DEF	4.335	6.666	Both	No Median	0.0	05-01-16	9.96328	78.04160
NH00xx	ABC-DEF	6.666	12.906	Both	No Median	0.0	05-01-16	9.95385	78.05255

#### **Right Of Way**

The following table lists the fields which need to be populated for the 'Right of Way' attribute. The descriptions of the fields are given below.

Field	Description	Example
NH Number	New National Highway number	NH0065
Section Code	Codeindicatingstartingandendinglocationsof section	HYD-VIJ (Hyderabad- Vijayawada)
Start Chainage	Chainage of the start point (in km)	0.500
End Chainage	Chainage of the end point (in km)	1.500
	Direction of survey	Increasing
Direction	<ul><li>Increasing(chainage)</li><li>Decreasing(chainage)</li></ul>	
Row Width	Width of Right of Way (in metres)	24
Remarks		
Survey Date	Date of survey in the format <dd-mm-yy></dd-mm-yy>	06-05-17
Latitude	Latitude of survey point	9.98897
Longitude	Longitude of survey point	78.02671

#### A sample output is shown below for reference:

NHNumber	Section Code	Start Chainage	End Chainage	Direction	ROW Width	Remarks	Survey Date	Latitude	Longitude
NH0xxx	ABC-DEF	0.000	1.000	Increasing	28		05-05-15	9.98897	78.02671
NH0xxx	ABC-DEF	1.000	2.000	Increasing	24		05-05-15	9.98444	78.02934
NH0xxx	ABC-DEF	2.000	3.000	Increasing	30		05-05-15	9.98341	78.03004
NH0xxx	ABC-DEF	3.000	4.000	Increasing	26		05-05-15	9.98107	78.03078
NH0xxx	ABC-DEF	4.000	11.000	Increasing	24		05-05-15	9.96328	78.04160

# Pavementcomposition

The following table lists the fields which need to be populated for the 'Pavement composition' attribute. The descriptions of the fields are given below.

Field	Description	Example				
NH Number	New National Highway number	NH0065				
Section Code	Codeindicatingstartingandendinglocationsof section	HYD-VIJ (Hyderabad- Vijayawada)				
Start Chainage	Chainage of the start point (in km)	0.500				
End Chainage	Chainage of the end point (in km)	1.500				
Direction	Direction of survey           Increasing(chainage)           Decreasing(chainage)	Increasing				
Pavement Type	Type of pavement           Image: Asphalt           Image: Cementconcrete	Asphalt				
Bituminous Surface Course Type	Type of bituminous surface course	BC				
Bituminous Surface Course Thickness MM	Thickness of BSC layer in mm	40				
BSC Construction Year	Year of construction of BSC layer inflexible pavements	2015				
Bituminous Base Course Type	Type of bituminous base course	DBM				
Bituminous Base Course Thick—ness	Thickness of BBC layer in mm	100				
BBC Construction Year	Year of construction of BBC layer inflexible pavements	2015				
Granular Base Type	Type of granular base	WMM				
Granular Base Thick- ness	Thickness of GB layer in mm	250				
GB Construction Year	Year of construction of GB layer in flexible pavements	2015				
Pavement Quality Concrete Type	Type of pavement quality concrete	PQC				
Pavement Quality Concrete Thickness	Thickness of PQC layer in mm	300				
PQC Construction Year	Year of construction of PQC layer inrigid pavements	2015				
Dry Lean Concrete Thickness MM	Thickness of DLC layer in mm	100				
Dry Lean Concrete Type	Type of dry lean concrete	DLC				
DLCConstructionYear	YearofconstructionofDLClayerinrigidpavements	2015				
Granular Sub Base Type	Type of granular sub base	GSB				
Granular Sub Base Thickness	Thickness of GSB layer in mm	200				
GSB Construction Year	Year of construction of GSB layer	2014				
Design CBR	Design CBR of the subgrade, expressed in %	5%				
Survey Date	Date of survey in the format <dd-mm-yy></dd-mm-yy>	06-05-17				
Latitude	Latitude of survey point	9.98897				

Field	Description	Example
Longitude	Longitude of survey point	78.02671

NH No.	tion	Start Chai nage		Direc- tion	Paveme nt Type	Bituminou s Surface Course Type	Bituminou s Surface Course Thickness	c-tion	Bitumino us Base Course Type	Bitumino us Base Course Thicknes s	BBC Constru c-tion Year	Granul arBase Type	Granular Base Thickne ss
NH00x x	ABC- DEF	0.0	5.0	Both side	Asphalt	BC	40.0	2015	DBM	100	2015	WMM	250
NH00x x	ABC- DEF	5.0	11.0	Both side	Asphalt	BC	40.0	2015	DBM	80	2015	WMM	250
NH00x x	ABC- DEF	11.0	20.0	Both side	Asphalt	SDBC	25.0	2015	BM	115	2015	WMM	250
NH00x x	ABC- DEF	20.0	22.0	Both side	Asphalt	BC	40.0	2015	DBM	100	2015	WMM	250
NH00x x	ABC- DEF	22.0	30.0	Both side	Asphalt	SDBC	25.0	2015	BM	115	2015	WMM	250
NH00x x	ABC- DEF	30.0	31.0	Both side	Asphalt	BC	40.0	2015	DBM	100	2015	WMM	250

#### (table continued...)

GB Constr uction Year	Concret	Quality Concret	PQC Constr uction	Dry Lean Concret e Thickn ess	Concret			Granula r SubBase Thickne ss	GSB Constru	Desig n CBR	Survey Date	Latit ude	Longit ude
2015	NA	NA	NA	NA	NA	NA	GSB	300	2015	5%	05-05- 15	9.99	78.03
2015	NA	NA	NA	NA	NA	NA	GSB	300	2015	5%	05-05- 15	9.98	78.03
2015	NA	NA	NA	NA	NA	NA	GSB	300	2015	5%	05-05- 15	9.98	78.03
2015	NA	NA	NA	NA	NA	NA	GSB	300	2015	5%	05-05- 15	9.98	78.03
2015	NA	NA	NA	NA	NA	NA	GSB	300	2015	5%	05-05- 15	9.96	78.04
2015	NA	NA	NA	NA	NA	NA	GSB	300	2015	5%	05-05- 15	9.95	78.05

#### CarriagewayFurniture

The following table lists the fields which need to be populated for the 'Carriageway Furniture' attribute. The descriptions of the fields are given below.

Field	Description	Example
NH Number	New National Highway number	NH0065
Section Code	Codeindicatingstartingandendinglocationsof section	HYD-VIJ (Hyderabad- Vijayawada)
Chainage	Chainage of the point (in km)	0.500
Direction	Direction of survey           Increasing(chainage)           Decreasing(chainage)	Increasing

Field	Description	Example
	Wayside amenities classified into one of the below categories:	Road sign
Wayside Amenity Type	Crashbarriers	
wayside Amenity Type	□ Signs	
	StreetLights	
	□ Kmstone	
Survey Date	Date of survey in the format <dd-mm-yy></dd-mm-yy>	06-05-17
Latitude	Latitude of survey point	9.98897
Longitude	Longitude of survey point	78.02671

NHNumber	SectionCode	Chainage	Direction	EventType	SurveyDate	Latitude	Longitude
NH00xx	ABC-DEF	0.012	Increasing	Street Light Start	03-01-16	9.98897	78.02671
NH00xx	ABC-DEF	0.287	Increasing	Street Light End	03-01-16	9.98444	78.02934
NH00xx	ABC-DEF	2.491	Decreasing	Road Sign	03-01-16	9.98341	78.03004
NH00xx	ABC-DEF	2.708	Decreasing	Road Sign	03-01-16	9.98107	78.03078
NH00xx	ABC-DEF	3.496	Increasing	Road Sign	03-01-16	9.96328	78.04160
NH00xx	ABC-DEF	5.160	Increasing	Road Sign	03-01-16	9.95385	78.05255
NH00xx	ABC-DEF	5.356	Decreasing	Road Sign	03-01-16	9.93102	78.05648
NH00xx	ABC-DEF	8.402	Decreasing	Road Sign	03-01-16	9.91229	78.04961
NH00xx	ABC-DEF	10.966	Decreasing	Road Sign	03-01-16	9.89041	78.03458

# WaysideAmenities

The following table lists the fields which need to be populated for the 'Wayside Amenities' attribute. The descriptions of the fields are given below.

Field	Description	Example
NH Number	New National Highway number	NH0065
Section Code	Codeindicatingstartingandendinglocationsof section	HYD-VIJ (Hyderabad- Vijayawada)
Chainage	Chainage of the point (in km)	0.500
	Direction of survey	Increasing
Direction	<ul><li>Increasing(chainage)</li><li>Decreasing(chainage)</li></ul>	
	Wayside amenities classified into one of the below categories:	Restaurant/Motel
	Busshelter;	
	Culverts;	
Wayside Amenity	Restaurant/Motel;	
	Toilet/Publicconvenience;	
	RestRoomsforshortstay;	
	I TollPlaza;	
	□ First aid/Medicalcentre;	

Field	Description	Example
	I Telephonebooth;	
	Petrolpump/minorrepairshop(optional);	
	D PoliceStation;	
	I Temple/Mosque;	
	Bridges.	
Survey Date	Date of survey in the format <dd-mm-yy></dd-mm-yy>	06-05-17
Data Source		
Remarks		
Latitude	Latitude of survey point	9.98897
Longitude	Longitude of survey point	78.02671

NH Number	Section Code	Chainage	Direction	Wayside Amenity	Survey Date	Data Source	Remarks	Latitude	Longitude
NH00xx	ABC- DEF	0.650	Increasing	Restaurant/Motel	05-01-16			9.98897	78.02671
NH00xx	ABC- DEF	1.998	Increasing	Restaurant/Motel	05-01-16			9.98444	78.02934
NH00xx	ABC- DEF	5.524	Increasing	Petrol Pump	05-01-16			9.98341	78.03004
NH00xx	ABC- DEF	11.413	Increasing	Restaurant/Motel	05-01-16			9.98107	78.03078

#### Land Use

The following table lists the fields which need to be populated for the 'Land Use' attribute. The descriptions of the fields are given below.

Field	Description	Example
NH Number	New National Highway number	NH0065
Section Code	Codeindicatingstartingandendinglocationsof section	HYD-VIJ (Hyderabad- Vijayawada)
Start Chainage	Chainage of the start point (in km)	0.500
End Chainage	Chainage of the end point (in km)	1.500
Direction	Direction of survey           Increasing(chainage)           Decreasing(chainage)	Increasing
Land Use	Landuseclassifiedintooneofthebelowcategories:          Residential;         Commercial;         Industrial;         Agricultural;         Waterbodies;         Mixed.	Commercial
Survey Date	Date of survey in the format <dd-mm-yy></dd-mm-yy>	06-05-17
Latitude	Latitude of survey point	9.98897

Field	Description	Example
Longitude	Longitude of survey point	78.02671

NHNumber	SectionCode	StartChainage	EndChainage	Direction	LandUse	SurveyDate	Latitude	Longitude
NH00xx	ABC-DEF	0.000	0.797	Increasing	Mixed	03-01-16	9.98897	78.02671
NH00xx	ABC-DEF	0.511	0	Decreasing	Mixed	03-01-16	9.98444	78.02934
NH00xx	ABC-DEF	0.797	2.699	Increasing	Mixed	03-01-16	9.98341	78.03004
NH00xx	ABC-DEF	0.835	0.511	Decreasing	Mixed	03-01-16	9.98107	78.03078
NH00xx	ABC-DEF	0.987	0.835	Decreasing	Mixed	03-01-16	9.96328	78.04160
NH00xx	ABC-DEF	1.641	0.987	Decreasing	Agriculture	03-01-16	9.95385	78.05255
NH00xx	ABC-DEF	2.081	1.641	Decreasing	Barren Land	03-01-16	9.93102	78.05648
NH00xx	ABC-DEF	2.378	2.081	Decreasing	Agriculture	03-01-16	9.91229	78.04961
NH00xx	ABC-DEF	2.458	2.378	Decreasing	Agriculture	03-01-16	9.89041	78.03458
NH00xx	ABC-DEF	2.699	3.234	Increasing	Agriculture	03-01-16	9.88489	78.02995

## **SECTION 2 - ROAD CONDITION DATA**

Roadconditiondataconsistsofparameterswhichdirectlyaffectmaintenancerequirementsof the road. These parameters are dynamic in nature, and therefore a survey to update this dataset shall be conducted annually for FWD testing and every six months as per Annexure IV for network survey vehicle testing. The first survey shall be conducted at the time of completion testing and the remaining surveys shall be conducted as per the defined frequency.

As an example, if majority of highway length (>50%) passes through a state, where defined survey months are May and November, if completion testing is conducted in April, then the first network survey shall be conducted in the month of April. This shall be considered as the network survey to be conducted in the month of May. The 2<sup>nd</sup> survey shall be conducted in the month of November, the 3<sup>rd</sup> survey shall be conducted in the month of May and so on. As regards FWD, the first test/survey shall be conducted at the time of completion in April. The 2<sup>nd</sup> test/survey shall be conducted in April of next year and so on.

The road condition data shall be used to update specific worksheets, which are listed below.

## Visualcondition

The following table lists the fields which need to be populated for the 'Visual Condition' attribute. The descriptions of the fields are given below.

Field	Description	Example
NH Number	New National Highway number	NH0065

Field	Description	Example
Section Code	Codeindicatingstartingandendinglocationsof section	HYD-VIJ (Hyderabad- Vijayawada)
Start Chainage	Chainage of the start point (in km)	0.500
End Chainage	Chainage of the end point (in km)	1.500
	Direction of survey	Increasing
Direction	Increasing(chainage)	
	Decreasing(chainage)	
Lane Number	Numberofthelane:L1,L2,R1,R2,etc.,L1being1 <sup>st</sup> laneontheleftfromcentrelineofcarriageway,L2being 2 <sup>nd</sup> laneontheleftfromcenterlineandsoon	L1
Ravelling	Percentofpavementareaaffectedbyravelling,which isconvertedtothefollowingratingscale: 1-VeryPoor(>30%) 2 - Poor(11-30%) 3-Fair(6-10%)	2
	Image: Strategy of the strategy	
Pot Holes	No.ofpotholes,whichisconvertedtothefollowing ratingscale: 1 - Very Poor (>5) 2 - Poor(3-5) 3 - Fair(2) 4 - Good(1) 5 - Very Good(0)	1
Edge Break	Pavement area containing edge breaks, which is converted to the following rating scale:11-VeryPoor(>5m²)22-Poor(1-5m²)3-Fair(0.5-1m²)3-Fair(0.5-1m²)44 - Good(0-0.5m²)55 - Very Good(0m²)	3
Cracking	Percentofpavementareaaffectedbycracking,which isconvertedtothefollowingratingscale:I1-VeryPoor(>30%)I2 - Poor(21-30%)I3-Fair(11-20%)I4-Good(5-10%)I5 - Very Good(<5%)	3
Disintegration	Percent of pavement area affected by disintegration, whichisconvertedtothefollowingratingscale:I1-VeryPoor(>50%)I2 - Poor(20-50%)I3-Fair(10-20%)I4-Good(1-10%)I5 - Very Good(<1%)	2

Field	Description	Example
Depression	Percent of pavement area affected by depression, which is converted to the following rating scale: 1-VeryPoor(>5%) 2 - Poor(3-5%)	5
Depression	<ul> <li>2 3 - Fair(1-2%)</li> <li>2 4 - Good(0-1%)</li> <li>1 5 - Very Good(0)</li> </ul>	
Bleeding	Percentofpavementareaaffectedbybleeding,which isconvertedtothefollowingratingscale: 1 -VeryPoor(>50%) 2 - Poor(20-50%) 3 -Fair(10-20%) 4 -Good(1-10%) 5 - Very Good(<1%)	3
Patching	Percentofpavementareaaffectedbypatching,whichisconvertedtothefollowingratingscale:1-VeryPoor(>30%)2 - Poor(16-30%)3-Fair(6-15%)4-Good(2-5%)5 - Very Good(<2%)	4
Drain Condition	Condition of the drain, which is converted to the following rating scale: 1 -Poor 2 -Fair 3 -Good	2
Shoulder Condition	Conditionoftheshoulder,whichisconvertedtothe following ratingscale: 1 -Poor 2 -Fair 3 -Good	Fair
Survey Date	Date of survey in the format <dd-mm-yy></dd-mm-yy>	06-05-17
Latitude	Latitude of survey point	9.98897
Longitude	Longitude of survey point	78.02671

NHNumber	Section	Start Chainage	End Chainage	Direction	Lane Number	Ravelling	PotHoles	EdgeBreak	Cracking
NH00xx	ABC-DEF	0.000	0.500	Increasing	L1	4	4	4	4
NH00xx	ABC-DEF	0.500	1.000	Increasing	L1	4	4	4	5
NH00xx	ABC-DEF	1.000	1.500	Increasing	L1	5	5	4	5
NH00xx	ABC-DEF	1.500	2.000	Increasing	L1	5	5	5	5
NH00xx	ABC-DEF	2.000	2.500	Increasing	L1	5	5	5	5
NH00xx	ABC-DEF	2.500	3.000	Increasing	L1	5	5	4	5
NH00xx	ABC-DEF	3.000	3.500	Increasing	L1	5	5	4	5
NH00xx	ABC-DEF	3.500	4.000	Increasing	L1	5	4	3	5

NHNumber	Section	Start Chainage	End Chainage	Direction	Lane Number	Ravelling	PotHoles	EdgeBreak	Cracking
NH00xx	ABC-DEF	4.000	4.500	Increasing	L1	4	4	4	5
NH00xx	ABC-DEF	4.500	5.000	Increasing	L1	5	5	4	5
NH00xx	ABC-DEF	5.000	5.500	Increasing	L1	5	5	4	5
NH00xx	ABC-DEF	5.500	6.000	Increasing	L1	5	5	4	5
NH00xx	ABC-DEF	6.000	6.500	Increasing	L1	5	5	4	5
NH00xx	ABC-DEF	6.500	7.000	Increasing	L1	5	5	4	5
NH00xx	ABC-DEF	7.000	7.500	Increasing	L1	5	5	5	5
NH00xx	ABC-DEF	7.500	8.000	Increasing	L1	5	5	4	5
NH00xx	ABC-DEF	8.000	8.500	Increasing	L1	5	5	4	5
NH00xx	ABC-DEF	8.500	9.000	Increasing	L1	5	5	4	5
NH00xx	ABC-DEF	9.000	9.500	Increasing	L1	5	5	4	5
NH00xx	ABC-DEF	9.500	10.000	Increasing	L1	5	5	3	5

# (table continued...)

Disintegration	Depression	Bleeding	Patching	Drain Condition	ShoulderCondition	Dateof Survey	Latitude	Longitude
4	4	4	4	2	2	06-05-17	9.98897	78.02671
4	4	4	4	2	2	06-05-17	9.98444	78.02934
5	5	5	4	2	2	06-05-17	9.98341	78.03004
5	5	5	5	2	2	06-05-17	9.98107	78.03078
5	5	5	5	2	2	06-05-17	9.96328	78.04160
5	5	5	5	2	2	06-05-17	9.95385	78.05255
5	5	5	5	2	3	06-05-17	9.93102	78.05648
4	4	4	4	2	3	06-05-17	9.91229	78.04961
4	4	4	4	2	2	06-05-17	9.89041	78.03458
5	5	5	5	2	2	06-05-17	9.88489	78.02995
5	5	5	5	2	2	06-05-17	9.87474	78.02828
5	5	5	5	2	2	06-05-17	9.87363	78.02744
5	5	5	5	2	2	06-05-17	9.84857	78.01535
5	5	5	5	2	2	06-05-17	9.83764	78.00392
5	5	5	5	2	2	06-05-17	9.83711	77.98576
5	5	5	5	1	2	06-05-17	9.83386	77.97729
5	5	5	5	2	2	06-05-17	9.81804	77.97875
5	5	5	5	2	2	06-05-17	9.77426	77.98129
5	4	4	4	2	2	06-05-17	9.73071	77.97999
5	5	5	3	2	2	06-05-17	9.68686	77.97017

# Roughness

The following table lists the fields which need to be populated for the 'Roughness' attribute. The descriptions of the fields are given below.

Field	Description	Example
NH Number	New National Highway number	NH0065
Section Code	Codeindicatingstartingandendinglocationsof section	HYD-VIJ (Hyderabad- Vijayawada)

Field	Description	Example
Start Chainage	Chainage of the start point (in km)	0.500
End Chainage	Chainage of the end point (in km)	1.500
Direction	Direction of survey           Increasing(chainage)           Decreasing(chainage)	Increasing
LwpIri	International roughness index (IRI) of left wheel path measured from laser profilometer	2.33
RwpIri	Internationalroughnessindex(IRI)ofrightwheelpath measured from laserprofilometer	1.97
LaneIri	Average of the International roughness index (IRI) of left and right wheel paths	2.15
Speed	Speed of vehicle in km/h	42
Survey Date	Date of survey in the format <dd-mm-yyyy></dd-mm-yyyy>	06-05-17
Latitude	Latitude of survey point	9.98897
Longitude	Longitude of survey point	78.02671

NH Number	Section Code	Start Chainage	End Chainage	Direction	Lane Number	LwpIri	RwpIri	LaneIri	Speed	Survey Date	Latitude	Longitude
NH00xx	ABC- DEF	0.0	0.1	Increasing	L1	3.31	5.16	4.24	20	06-05- 17	9.98897	78.02671
NH00xx	ABC- DEF	0.1	0.2	Increasing	L1	2.81	3.54	3.18	37	06-05- 17	9.98444	78.02934
NH00xx	ABC- DEF	0.2	0.3	Increasing	L1	2.31	1.92	2.12	42	06-05- 17	9.98341	78.03004
NH00xx	ABC- DEF	0.3	0.4	Increasing	L1	2.17	2.37	2.27	46	06-05- 17	9.98107	78.03078
NH00xx	ABC- DEF	0.4	0.5	Increasing	L1	2.11	1.72	1.92	42	06-05- 17	9.96328	78.04160
NH00xx	ABC- DEF	0.5	0.6	Increasing	L1	2.33	1.97	2.15	49	06-05- 17	9.95385	78.05255
NH00xx	ABC- DEF	0.6	0.7	Increasing	L1	2.37	2.00	2.19	42	06-05- 17	9.93102	78.05648
NH00xx	ABC- DEF	0.7	0.8	Increasing	L1	2.15	2.17	2.16	33	06-05- 17	9.91229	78.04961
NH00xx	ABC- DEF	0.8	0.9	Increasing	L1	2.45	2.05	2.25	32	06-05- 17	9.89041	78.03458
NH00xx	ABC- DEF	0.9	1.0	Increasing	L1	2.18	2.51	2.35	48	06-05- 17	9.88489	78.02995

# Rutting

The following table lists the fields which need to be populated for the 'Rutting' attribute. The descriptions of the fields are given below.

Field	Description	Example			
NH Number	New National Highway number	NH0065			
Section Code	Codeindicatingstartingandendinglocationsofsection	HYD-VIJ (Hyderabad- Vijayawada)			
Start Chainage	Chainage of the start point (in km)	0.500			

Field	Description	Example
End Chainage	Chainage of the end point (in km)	1.500
	Direction of survey	Increasing
Direction	<ul><li>Increasing(chainage)</li><li>Decreasing(chainage)</li></ul>	
Lane Number	Numberofthelane:L1,L2,R1,R2,etc.,L1being1 <sup>st</sup> laneontheleftfromcentrelineofcarriageway,L2being 2 <sup>nd</sup> laneontheleftfromcenterlineandsoon	L1
Rutting Left	Rut depth in mm, measured from left wheel path	20
Rutting Right	Rut depth in mm, measured from left wheel path	18
Rutting Avg	Average rut depth measured from left and right wheel paths	19
Speed	Speed of vehicle in km/h	42
Survey Date	Date of survey in the format <dd-mm-yyyy></dd-mm-yyyy>	06-05-17
Latitude	Latitude of survey point	9.98897
Longitude	Longitude of survey point	78.02671

NH Number	Section Code	Start Chainage	End Chainage	Direction	Lane Number		Rutting Right	Rutting Avg	Speed	Survey Date	Latitude	Longitude
NH00xx	ABC- DEF	0.0	0.5	Increasing	L1	15	14	15	20	06-05- 17	9.98897	78.02671
NH00xx	ABC- DEF	0.5	1.0	Increasing	L1	20	18	19	37	06-05- 17	9.98444	78.02934
NH00xx	ABC- DEF	1.0	1.5	Increasing	L1	10	8	9	42	06-05- 17	9.98341	78.03004
NH00xx	ABC- DEF	1.5	2.0	Increasing	L1	5	6	6	46	06-05- 17	9.98107	78.03078
NH00xx	ABC- DEF	2.0	2.5	Increasing	L1	10	10	10	42	06-05- 17	9.96328	78.04160
NH00xx	ABC- DEF	2.5	3.0	Increasing	L1	7	5	6	49	06-05- 17	9.95385	78.05255
NH00xx	ABC- DEF	3.0	3.5	Increasing	L1	20	18	19	42	06-05- 17	9.93102	78.05648
NH00xx	ABC- DEF	3.5	4.5	Increasing	L1	5	5	5	33	06-05- 17	9.91229	78.04961
NH00xx	ABC- DEF	4.5	5.0	Increasing	L1	5	5	5	32	06-05- 17	9.89041	78.03458

## TextureDepth

The following table lists the fields which need to be populated for the 'Texture Depth' attribute. The descriptions of the fields are given below.

Field	Description	Example			
NH Number	New National Highway number	NH0065			
Section Code	Codeindicatingstartingandendinglocationsofsection	HYD-VIJ (Hyderabad- Vijayawada)			
Start Chainage	Chainage of the start point (in km)	0.500			

Field	Description	Example
End Chainage	Chainage of the end point (in km)	1.500
	Direction of survey	Increasing
Direction	Increasing(chainage)	
	Decreasing(chainage)	
	Numberofthelane:L1,L2,R1,R2,etc.,L1being1 <sup>st</sup>	L1
Lane Number	laneontheleftfromcentrelineofcarriageway,L2being	
	2 <sup>nd</sup> laneontheleftfromcenterlineandsoon	
Texture Left	Texture depth of pavement in mm, measured from left	0.40
	wheelpath	
Texture Right	Texturedepthofpavementinmm,measuredfromleft wheelpath	0.30
Texture Average	Averagetexturedepthmeasuredfromleftandright	0.35
	wheelpaths	
Speed	Speed of vehicle in km/h	42
Survey Date	Date of survey in the format <dd-mm-yyyy></dd-mm-yyyy>	06-05-17
Latitude	Latitude of survey point	9.98897
Longitude	Longitude of survey point	78.02671

NH Number	Section Code	Start Chainage	End Chainage	Direction	Lane Number	Texture Left	Texture Right	Texture Average	Speed	Survey Date	Latitude	Longitude
NH00xx	ABC- DEF	0.0	0.5	Increasing	L1	0.40	0.30	0.35	20	06-05- 17	9.98897	78.02671
NH00xx	ABC- DEF	0.5	1.0	Increasing	L1	0.60	0.50	0.55	37	06-05- 17	9.98444	78.02934
NH00xx	ABC- DEF	1.0	1.5	Increasing	L1	0.80	0.90	0.85	42	06-05- 17	9.98341	78.03004
NH00xx	ABC- DEF	1.5	2.0	Increasing	L1	0.40	0.40	0.4	46	06-05- 17	9.98107	78.03078
NH00xx	ABC- DEF	2.0	2.5	Increasing	L1	0.30	0.30	0.3	42	06-05- 17	9.96328	78.04160
NH00xx	ABC- DEF	2.5	3.0	Increasing	L1	0.70	0.60	0.65	49	06-05- 17	9.95385	78.05255
NH00xx	ABC- DEF	3.0	3.5	Increasing	L1	0.40	0.50	0.45	42	06-05- 17	9.93102	78.05648
NH00xx	ABC- DEF	3.5	4.5	Increasing	L1	0.90	0.80	0.85	33	06-05- 17	9.91229	78.04961
NH00xx	ABC- DEF	4.5	5.0	Increasing	L1	0.40	0.30	0.35	32	06-05- 17	9.89041	78.03458

## SkidResistance

The following table lists the fields which need to be populated for the 'Skid Resistance' attribute. The descriptions of the fields are given below.

Field	Description	Example			
NH Number	New National Highway number	NH0065			
Section Code	Codeindicatingstartingandendinglocationsofsection	HYD-VIJ (Hyderabad- Vijayawada)			

Field	Description	Example
Start Chainage	Chainage of the start point (in km)	0.500
End Chainage	Chainage of the end point (in km)	1.500
	Direction of survey	Increasing
Direction	<ul><li>Increasing(chainage)</li><li>Decreasing(chainage)</li></ul>	
Lane Number	Numberofthelane:L1,L2,R1,R2,etc.,L1being1 <sup>st</sup> laneontheleftfromcentrelineofcarriageway,L2being 2 <sup>nd</sup> laneontheleftfromcenterlineandsoon	L1
Skid Left	Skid resistance of pavement measured as skid number, measured from left wheel path	25
Skid Right	Skidresistanceofpavementmeasuredasskid number,measuredfromleftwheelpath	24
Skid Average	Average skid resistance measured from left and right wheel paths	24.5
Speed	Speed of vehicle in km/h	42
Survey Date	Date of survey in the format <dd-mm-yyyy></dd-mm-yyyy>	06-05-17
Latitude	Latitude of survey point	9.98897
Longitude	Longitude of survey point	78.02671

NH Number	Section Code	Start Chainage	End Chainage	Direction	Lane Number	Skid Left	Skid Right	Skid Average	Speed	Survey Date	Latitude	Longitude
NH00xx	ABC- DEF	0.0	0.5	Increasing	L1	25.0	24.0	24.5	20	06-05- 17	9.98897	78.02671
NH00xx	ABC- DEF	0.5	1.0	Increasing	L1	23.0	23.0	23.0	37	06-05- 17	9.98444	78.02934
NH00xx	ABC- DEF	1.0	1.5	Increasing	L1	23.0	24.0	23.5	42	06-05- 17	9.98341	78.03004
NH00xx	ABC- DEF	1.5	2.0	Increasing	L1	22.0	22.0	22.0	46	06-05- 17	9.98107	78.03078
NH00xx	ABC- DEF	2.0	2.5	Increasing	L1	20.0	21.0	20.5	42	06-05- 17	9.96328	78.04160
NH00xx	ABC- DEF	2.5	3.0	Increasing	L1	24.0	24.0	24.0	49	06-05- 17	9.95385	78.05255
NH00xx	ABC- DEF	3.0	3.5	Increasing	L1	28.0	28.0	28.0	42	06-05- 17	9.93102	78.05648
NH00xx	ABC- DEF	3.5	4.5	Increasing	L1	21.0	21.0	21.0	33	06-05- 17	9.91229	78.04961
NH00xx	ABC- DEF	4.5	5.0	Increasing	L1	25.0	24.0	24.5	32	06-05- 17	9.89041	78.03458

# Falling Weight Deflectometer(FWD)

The following table lists the fields which need to be populated for the 'FWD' attribute. The descriptions of the fields are given below.

Field	Description	Example
NH Number	New National Highway number	NH0065

Field	Description	Example
Section Code	Code indicating starting and ending locations of section	HYD-VIJ (Hyderabad- Vijayawada)
Chainage	Chainage of survey point (in km)	0.500
Direction	Direction of survey          Increasing(chainage)         Decreasing(chainage)	Increasing
Lane Number	Numberofthelane:L1,L2,R1,R2,etc.,L1being1 <sup>st</sup> laneonthe leftfromcentrelineofcarriageway,L2being2 <sup>nd</sup> laneontheleft from centerline and soon	L1
Air Temperature	Air temperature recorded in °C	33
Surface Temperature	Temperature of the pavement surface, recorded in °C	39.3
Peak Load	Peak impulse load, measured in kN	45.7
Deflection0	Surface deflection at the test load center, measured in micron	246
Deflection1	Surface deflection at location 1 from the test load center, measured in micron	110
Distance1	Distance of location 1 from the test load center	300
Deflection2	Surface deflection at location 2 from the test load center, measured in micron	153
Distance2	Distance of location 2 from the test load center	600
Deflection3	Surface deflection at location 3 from the test load center, measured in micron	110
Distance3	Distance of location 3 from the test load center	900
Deflection4	Surface deflection at location 4 from the test load center, measured in micron	76
Distance4	Distance of location 4 from the test load center	1200
Deflection5	Surface deflection at location 5 from the test load center, measured in micron	59
Distance5	Distance of location 5 from the test load center	1500
Deflection6	Surface deflection at location 6 from the test load center, measured in micron	44
Distance6	Distance of location 6 from the test load center	1800
Deflection7	Surface deflection at location 7 from the test load center, measured in micron	35
Distance7	Distance of location 7 from the test load center	2100
Deflection8	Surface deflection at location 8 from the test load center, measured in micron	28
Distance8	Distance of location 8 from the test load center	2400
Elastic Modulus BituminousE1	Elastic modulus of bituminous layer, back calculated in MPa	3359
Elastic Modulus GranularE2	Elastic modulus of granular layer, backcalculated in MPa	396
Elastic Modulus SubGradeE3	Elastic modulus of subgrade, back calculated in MPa	90

Field	Description	Example
Corrected Elastic Modulus BituminousE1	Corrected elastic modulus of bituminous layer in MPa	3424
Corrected Elastic Modulus GranularE2	Corrected elastic modulus of granular layer in MPa	300
CorrectedElasticModul usSubGradeE3	Corrected elastic modulus of subgrade in MPa	69
Bituminous Layer	Thickness of bituminous layer in mm	105
Base Layer	Thickness of base layer in mm	230
GSB Layer	Thickness of GSB layer in mm	200
Subgrade CBR	CBR of subgrade	0.08
BituminousLayerCoeffic ientA1	Layer coefficient of the bituminous layer	0.36
BaseLayerCoefficientA 2	Layer coefficient of the base layer	0.17
GranularBaseLayerCoe fficientA3	Layer coefficient of the GSB layer	0.17
Structural Number	Structural number of the pavement	3.86
Modified Structural Number	Modifiedstructuralnumberincludingcontributionfromsubgrade	4.85
Survey Date	Date of survey in the format <dd-mm-yy></dd-mm-yy>	06-05-17
Latitude	Latitude of survey point	9.98897
Longitude	Longitude of survey point	78.02671

NH Numbe r	Sectio n Code	Chainag e	Directio n	Lane Numbe r	Air Temperatur e	Surface Temperatur e	Pea k Loa d	Deflection 0	Deflection 1	Locatio n 1	Deflection 2
NH00xx	ABC- DEF	0.500	RHS	R2	32.6	43.7	45.7	333	188	300	243
NH00xx	ABC- DEF	1.000	LHS	L1	29.9	32.6	45.4	317	163	300	217
NH00xx	ABC- DEF	1.499	RHS	R1	33.0	39.3	45.7	246	110	300	153
NH00xx	ABC- DEF	2.000	LHS	L2	28.7	32.4	46.0	293	130	300	187
NH00xx	ABC- DEF	2.500	RHS	R2	33.7	45.8	45.3	429	232	300	316
NH00xx	ABC- DEF	3.000	LHS	L1	29.0	33.0	45.7	343	204	300	252
NH00xx	ABC- DEF	3.500	RHS	R1	33.5	45.4	44.5	373	194	300	268
NH00xx	ABC- DEF	4.010	LHS	L2	28.9	33.5	45.0	348	201	300	254
NH00xx	ABC- DEF	4.500	RHS	R2	33.3	40.3	46.0	393	241	300	301

# (table continued...)

Locatio n 2	Deflection 3	Locatio n 3	Deflection 4	Locatio n 4	Deflection 5	Locatio n 5	Deflection 6	Locatio n 6	Deflection 7	Locatio n 7	Deflection 8
600	180	900	128	1200	102	1500	75	1800	58	2100	42
600	158	900	104	1200	70	1500	48	1800	38	2100	28
600	110	900	76	1200	59	1500	44	1800	35	2100	28
600	126	900	81	1200	62	1500	44	1800	32	2100	23
600	227	900	152	1200	116	1500	86	1800	71	2100	58
600	196	900	144	1200	117	1500	85	1800	65	2100	48
600	187	900	118	1200	83	1500	47	1800	31	2100	22
600	198	900	135	1200	105	1500	64	1800	42	2100	26
600	231	900	162	1200	123	1500	82	1800	62	2100	46

# (table continued...)

				CorrectedElastic ModulusBitumin ousE1		CorrectedElasti cModulusSubGr adeE3		eLa		
2400	6213	185	100	6447	135	78	105	230	200	0.08
2400	5356	195	100	5295	143	78	105	230	200	0.08
2400	3359	396	90	3424	300	69	105	230	200	0.08
2400	4830	226	100	4770	169	78	105	230	200	0.08
2400	4570	137	97	4781	93	75	105	230	200	0.08
2400	8454	135	100	8374	91	78	105	230	200	0.08
2400	4394	165	100	4590	117	78	105	230	200	0.08
2400	7817	139	96	7762	95	74	105	230	200	0.08
2400	7666	123	95	7847	81	73	105	230	200	0.08

# (table continued...)

Bituminous Layer Coefficient A1	Base Layer CoefficientA2	<sup>2</sup> I avor Coofficient		Modified Structural Number	Survey Date	Latitude	Longitude
0.45	0.13	0.13	3.68	4.82	01-07-16	9.98897	78.02671
0.42	0.13	0.13	3.56	4.70	23-06-16	9.98444	78.02934
0.36	0.17	0.17	3.86	4.85	01-07-16	9.98341	78.03004
0.41	0.14	0.14	3.65	4.79	23-06-16	9.98107	78.03078
0.41	0.11	0.11	3.24	4.34	01-07-16	9.96328	78.04160
0.49	0.11	0.11	3.58	4.72	23-06-16	9.95385	78.05255
0.40	0.12	0.12	3.34	4.48	01-07-16	9.93102	78.05648
0.48	0.48 0.12		3.67	4.75	23-06-16	9.91229	78.04961
0.48	0.11	0.11	3.53	4.59	01-07-16	9.89041	78.03458

# Falling Weight Deflectometer (FWD)Rigid

The following table lists the fields which need to be populated for the 'FWD Rigid' attribute. The descriptions of the fields are given below.

Field	Description	Example
NH Number	New National Highway number	NH0065
Section Code	Code indicating starting and ending locations of section	HYD-VIJ (Hyderabad- Vijayawada)
Chainage	Chainage of the point (in km)	0.500
	Direction of survey	Increasing
Direction	<ul><li>Increasing(chainage)</li><li>Decreasing(chainage)</li></ul>	
Lane Number	Number of the lane: L1, L2, R1, R2, etc.	L2
Air Temperature	Air temperature recorded in °C	30.1
Surface Temperature	Temperature of the pavement surface, recorded in °C	39.4
Peak Load	Peak impulse load, measured in kN	103.7
Deflection1	Surfacedeflectionatthetestloadcenter,measuredinmicron	140
Deflection2	Surfacedeflectionat300mmfromthetestloadcenter,measured inmicron	121
Deflection3	Surfacedeflectionat600mmfromthetestloadcenter,measured inmicron	108
Deflection4	Surfacedeflectionat900mmfromthetestloadcenter,measured inmicron	101
Concrete Slab Thicknessh	Thickness of concrete slab, measured in mm	300
Area of Deflection Basin	Areaofdeflectionbasin,calculatedfrommeasureddeflections,in cm <sup>2</sup>	761
Radius of Relative Stiffness	Radius of relative stiffness, calculated in mm	823
NormalizedDeflectiond 1	Normalized deflection at location 1, in mm	3.1
NormalizedDeflectiond 2	Normalized deflection at location 2, in mm	2.9
NormalizedDeflectiond 3	Normalized deflection at location 3, in mm	2.4
NormalizedDeflectiond 4	Normalized deflection at location 4, in mm	1.9
Modulus of Subgrade Reaction k	Modulus of subgrade reaction, measured in MPa/m	131
Elastic Modulus of Concrete Ec	Elastic modulus of concrete, calculated in MPa	26118
Cube Strength of Concrete fck	Cube strength of concrete, calculated inMPa	27
Flexural strength of concrete fmr	Flexural strength of concrete, calculated in MPa	3.7
Date Of Testing	Date of testing in the format <dd-mm-yy></dd-mm-yy>	06-05-17
Latitude	Latitude of survey point	9.98897
Longitude	Longitude of survey point	78.02671

A sample output is shown below for reference:

NHNo	Sectio n Code	Chain - -age	Directio n	Lan e No.	Air Temperatur e	Surface Temperatur e	Pea k Loa d	Deflectio n 1	Deflectio n 2	Deflectio n 3	Deflectio n 4	Concrete Slab Thickness h
NH00x x	ABC- DEF	0.0	LHS	L2	29.0	34.9	104. 1	167	143	130	119	300
NH00x x	ABC- DEF	0.5	RHS	R2	30.5	38.1	104. 4	141	130	122	115	300
NH00x x	ABC- DEF	1.0	LHS	L1	30.0	35.6	105. 2	147	111	100	91	300
NH00x x	ABC- DEF	1.5	RHS	R1	28.9	38.3	102. 4	140	126	116	107	300
NH00x x	ABC- DEF	2.0	LHS	L2	30.1	39.4	103. 7	140	121	108	101	300
NH00x x	ABC- DEF	2.5	RHS	R2	29.0	37.5	104. 6	150	134	126	117	300
NH00x x	ABC- DEF	3.0	LHS	L1	30.6	38.9	102. 7	124	109	104	92	300
NH00x x	ABC- DEF	3.5	RHS	R1	29.3	39.1	105. 9	149	136	128	119	300
NH00x x	ABC- DEF	4.5	RHS	R2	30.3	41.0	104. 9	138	127	121	114	300

(table continued...)

Area of Deflecti on Basin	Radius of Relative S tiffness	ho	Normaliz ed Deflectio n d2	ed	Normaliz ed Deflectio n d4	Modulu s of Subgra de Reactio nk	Elastic Modulu s of Concre te Ec	Cube Strengt h of Concre te fck	strengt	Date		Longitu de
759	816	3	3	2	2	112	21590	19	3	25-06- 16	9.9889 7	78.0267 1
821	1214	3	3	3	2	62	58161	135	8	28-06- 16	9.9844 4	78.0293 4
684	580	3	3	2	1	246	12051	6	2	25-06- 16	9.9834 1	78.0300 4
796	1014	3	3	3	2	87	39783	63	6	28-06- 16	9.9810 7	78.0307 8
761	823	3	3	2	2	131	26118	27	4	25-06- 16	9.9632 8	78.0416 0
800	1040	3	3	3	2	79	39908	64	6	28-06- 16	9.9538 5	78.0525 5
789	971	3	3	3	2	107	41290	68	6	25-06- 16	9.9310 2	78.0564 8
814	1150	3	3	3	2	66	50086	100	7	28-06- 16	9.9122 9	78.0496 1
826	1257	3	3	3	2	59	64082	164	9	28-06- 16	9.8904 1	78.0345 8

## SECTION 7: DRAFT FORM OF CONTRACT

**Note:** This draft Agreement is a generic document and shall be modified based on particularof the Project.

# CONTRACT FOR CONSULTANT'S SERVICES

Between

(Name of Client)

And

(Name of Consultant)

Dated:

# CONTENTS

Page No.

I.	FORM OF CON	TRACT				
I. II		DITIONSOFCONTRACT				
	1. General Pi					
	1.1 Definiti					
		1 between theParties				
		overning the Contract				
	1.4 Langu					
	1.5 Heading	5				
	1.6 Notices					
	1.7 Location					
	1.8 Authori	ty of Member incharge				
		zedRepresentatives				
		s andDuties				
	2. Commenc	ement, Completion, Modification, and Termination ofContract				
		2.1 Effectiveness of Contract				
		2.2 Termination of Contract for Failure to BecomeEffective				
		2.3 Commencement ofServices				
		2.4 Expiration ofContract				
		2.5 EntireAgreement				
		2.6 Modification				
		2.7 ForceMajeure				
	0 = 4					
	2.7.1	Definition				
	-	each of Contract				
		ires to betaken				
		sion ofTime				
	2.7.5 Paym					
	2.7.6 Consu					
	2.8	Suspension				
	2.9	Termination				
2020	2.9.1	By the Client				
	-	and Obligations es				
-	-	mination				
	-	ents of Termination				
3.	Obligatio	ons of the Consultants 3.1 General				
	2 1 1 Ctand	ard ofPerformance				
	5.1.2 Law 6	overning Services				

		3.2 Conflict of Interests			
		3.2.1 Consultants not to Benefit from Commissions,			
		Discounts, etc			
		3.2.2 Procurement Rules of FundingAgencies			
		3.2.3 Consultants and Affiliates Not to Engage in certain			
		Activities			
		3.2.4 Prohibition of Conflicting Activities			
		3.3 Confidentiality			
		3.4 Liability of the Consultants			
		3.5 Insurance to be Taken out by the Consultants			
		3.6 Accounting, Inspection and Auditing			
		3.7 Consultant's Actions requiring Client's priorApproval			
		3.8 Reporting Obligations			
		3.9 Documents prepared by the Consultants			
		To Be the Property of the Client			
		3.10 Equipment and Materials Furnished by theClient			
4.	Consultants' Personnel and Sub-consultants				
	4.1	General			
	4.2 Description	of Personnel			
	4.3 Approval of	Personnel			
	4.4 Working Ho	ours, Overtime, Leaveetc.			
	4.5 Removal an	d /or Replacement of Personnel			
	4.6 Resident Pr	oject Manager			
5.	Obligations of the	ne Client			
		5.1 Assistance and Exemptions			
		5.2 Access to Land			
		5.3 Change in the Applicable Law			
		5.4 Services, Facilities and Property of the Client			
	5.5	Payment			
	5.6	CounterpartPersonnel			
6.	Payments to the Consultants				
	6.1 Cost Estimates, Ceiling Amount				
	6.2 Remuneration and ReimbursableExpenditures				
	6.3 Cur	rency of Payment			
	6.4 Moo	le of Billing and Payment			
7.	Fairness and GoodFaith				
	7.1 GoodFaith				
	7.2 Operation of theContract				
8.1	AmicableSettlem	AmicableSettlement			
8.2	DisputeSettleme	nt			
III	SPECIAL CONDI	TIONS OF CONTRACT			

IV		<u>APPENDICES</u>	<u>Page No.</u>
AppendixA	:	Description of the Services	
AppendixB	:	Reporting Requirements	
AppendixC	:	Key Personnel and Sub-consultants	
AppendixD	:	Medical Certificate	
AppendixE	:	Hours of Work for Key Personnel	
AppendixF	:	Duties of the Client	
AppendixG:		Cost Estimates	
AppendixH	:	Form of Performance Bank Guarantee AppendixI	:
	Form of Bank Guarantee for Advance Payments AppendixJ:		
	Letter of invitation		
AppendixK	:	Letter ofAward	
AppendixL	:	Minutes of pre-bid meeting	
Appendix-M	:	Memorandum of Understanding (in case of JV) V	

ANNEXURES.....

#### FORM OF CONTRACT

#### **COMPLEX TIME BASED ASSIGNMENTS**

 This CONTRACT (hereinafter called the "Contract") ismadethe\_\_\_\_day of the Monthof

 \_\_\_\_\_, 2020, between, on theone hand\_\_\_\_\_(hereinafter
 Calledthe

 "Client) and, on theotherhand\_\_\_\_\_hereinafter called the "Consultants")

[Note\*: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:

"...(hereinafter called the "Client")and, on the other hand, a joint venture consisting of the followingentities,eachofwhichwillbejointlyseverallyliabletotheClientforalltheConsultants' obligations under this Contract, namely, \_\_\_\_\_\_\_and \_\_\_\_\_\_(hereinafter called"Consultants")]

#### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of thisContract:
  - (a) The General Conditions of Contract (hereinafter called "GC")'
  - (b) The Special Conditions of Contract (hereinafter called "SC");
  - (c) The followingAppendices:

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix ].

AppendixA	:	Description of the Services
AppendixB	:	<b>Reporting Requirements</b>
AppendixC	:	Key Personnel and Sub-consultants
AppendixD	:	Medical Certificate
AppendixE	:	Hours of Work for Key Personnel
AppendixF	:	Duties of theClient
AppendixG	:	Cost Estimates

AppendixH : Form of Performance Bank Guarantee AppendixI :

Form of Bank Guarantee for Advance Payments AppendixJ:

Letter of invitation

- AppendixK : Letter of Award
- Appendix-L : Minutes of pre-BidMeeting

#### Appendix-M : Memorandum of Understanding (in case of JV)

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

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

FOR AND ON BEHALF OF [NAME OF THE CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF THE CONSULTANTS]

By

(Authorized Representative)

[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatures, e.g. in the following manner ]

FOR AND ON BEHALF OF EACH OF THE MEMBERS OF THECONSULTANTS

[Name of the Member] By (Authorized Representative) [Name of the Member] By (Authorized Representative)

## **GENERAL CONDITIONS OF CONTRACT**

#### 1. GeneralProvisions

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

#### 1.1 Definitions

- (a) "ApplicableLaw" meansthelaws and any other instruments having the force of law in the Government's country [or in such other country as may be specified in the Special Conditions of Contract (SC)], as they may be issued and in force from time to time.
- (b) "Contract means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signedContract;
- (c) "Effective Date' means the date on which this Contract comes into force and effect pursuant to Clause GC2.1;
- (d) 'foreign currency' means any currency other than the currency of the Government;
- (e) 'GC means these General Conditions of Contract;
- (f) "Government" means the Government of Client'sCountry;
- (g) 'Local currency' means the IndianRupees;
- (h) "Consultant" wherever mentioned in this Contract Agreement means the "Authority Engineer (AE)" and includes sub-consultants or Associates engaged by the primaryconsultant.
- (i) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
- (j) "Party' means the Client or the Consultants, as the case may be, and Parties means both ofthem;
- (k) "Personnel" meanspersonshired by the Consultants or by any Sub-Consultants and or Associates as Employees and assigned to the performance of the Services

Or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's Country, "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government's Country; and 'key personnel' means the personnel referred to in Clause GC 4.2 (a).

- (l) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to his contract, as described in Appendix A hereto. The scope of work will be strictly as given in various Clauses in TOR. The approach and methodology tobe

adopted by the Consultant for carrying out the assignment as Authority Engineer may be modified depending on the site requirements and work programmeoftheEPCContractoraftermutualdiscussionswithEmployer,the EPC Contractor and the Authority Engineer. The work plan as indicated by the Consultant may be modified accordingly to the siterequirements.

- (n) "Sub-Consultant and or Associates "means any entity to which the Consultants subcontractanypartoftheServicesinaccordancewiththeprovisionsofClause GC 3.7; and
- (o) "Third Party" means any person or entity other than the Government, the Client, the Consultants or aSub-consultant.

#### **1.2 Relation between the Parties**

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

#### **1.3 Law Governing Contract**

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

#### 1.4 Language

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

#### **1.5 Headings**

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

#### **1.6 Notices**

- **1.6.1** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telegram or facsimile to such Party at the address specified in theSC.
- **1.6.2** Notice will be deemed to be effective as specified in theSC.
- **1.6.3** A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC1.6.2.

#### 1.7 Location

The Services shall be performed at such locations as a respecified in Appendix A here to and, where the location of a particular task is not so specified, at such locations whether in Government's Country or elsewhere, as the Client may approve.

#### **1.8 Authority of Member inCharge**

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

#### **1.9 AuthorizedRepresentatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in theSC.

#### 1.10 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law. Goods & Service tax as applicable shall be paid to the Authority's Engineer while making payment for services rendered. The consultants shall then deposit the same with the tax authorities and provide a proof of having done so within next 90 days in line with policy circulars issued by Employer.

#### 2. Commencement, Completion, Modification and Termination ofContract

#### 2.1 Effectiveness of Contract

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

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

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

#### 2.3 Commencement of Services

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

#### 2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

#### 2.5 Entire Agreement

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

#### 2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties as the case may be, has been obtained. Pursuant to Clause GC7. 2 here of, however, each Party shall give due consideration to any proposals for modification made by the other Party.

#### 2.7 ForceMajeure

#### 2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by governmentagencies.
- (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-consultantsor agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take in to account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment requiredhereunder.

#### 2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in sofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all

reasonable precautions, due care "and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

#### 2.7.3 Measures to betaken

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

#### 2.7.4 Extension of Time

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

Extension of Time for providing services of the Authority's Engineer shall be extended concurrently with the Extension of Time granted, if any, to the EPC Contractor for the project, subject to satisfactory performance of the Authority's Engineer.

#### 2.7.5 Payments

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

#### 2.7.6 Consultation

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

#### 2.8. Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty

(30) days after receipt by the Consultants of such notice of suspension.

#### 2.9 Termination

#### 2.9.1 By the Client

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

- (a) iftheConsultantsfailtoremedyafailureintheperformanceoftheirobligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) in solvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory orvoluntary;
- (c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8hereof;
- (d) If the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to befalse;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate thisContract.
- (g) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

"corruptpractice"meanstheoffering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non- competitive levels and to deprive the Borrower of the benefits of free and open competition.

(h) If EPC Contract or represents to Employer that the Consultant is not discharging his duties in a fair, efficient and diligent manner and if the dispute remains unresolved, Employer may terminate this contract.

## 2.9.2 By the Consultants

The Consultants may, by not less than thirty (30) days'written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC2.9.2, terminate thisContract:

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty- five (45) days after receiving written notice from the Consultants that such payment isoverdue;
- (b) if the Clientisin material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8hereof.

#### 2.9.3 Cessation of Rights and Obligations

Upontermination of thisContractpursuanttoClauses GC 2.2orGC2.9hereof, orupon expiration of this Contract pursuant to Clause GC2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause GC 3.3hereof;
- (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 (ii) hereof;and
- (iv) any right which a Party may have under the ApplicableLaw

#### 2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC2.9.1 or GC2.9.2 here of, the Consultants shall, immediately upon dispatchor receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

#### 2.9.5 Payment uponTermination

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

(a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior

to the effective date oftermination;

- (b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) through(d) of Clause GC2.9.1 hereof, reimbursement of any reasonable cost incident to the promptandorderlyterminationoftheContractincludingthecostofthereturn travel of the Consultants' personnel and their eligibledependents.

#### 2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.9.1or in Clause GC2.9.2 hereof has occurred, such Party may, within forty- five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

#### 3. **Obligation of theConsultants**

#### 3.1 General

#### **3.1.1. Standard of Performance**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professionaltechniquesandpractices, and shallobservesoundmanagementpractices, and employ appropriate advanced technology and safe and effective equipment, machinery, material sand methods "The Consultants shall always" act, in respect of any matter relating to this Contractor to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

#### 3.1.2 Law GoverningServices

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

## **3.2 Conflict of Interests**

#### 3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The Remuneration of the Consultants pursuant to Clause GC6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to ClauseGC3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants and or Associates, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

- **3.2.2** If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guide lines of the Client (Employer) and or Associates Bankor of the Association, as the case may be, and other funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.
- **3.2.3** Consultants and Affiliates Not to engage in CertainActivities

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

#### **3.2.4** Prohibition of Conflicting Activities

The Consultants shall not engage, and shall cause their Personnel as well as their Sub- consultants and or Associates and their Personnel not to engage, either directly or indirectly, in any of the following activities:

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

#### 3.3 Confidentiality

The Consultants, their Sub-consultants and the Personnel of either of them shall not,

either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

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

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

## 3.5 Insurance to be Taken Out by the Consultants

The Consultants(i)shalltakeoutandmaintain,andshallcauseanySub-consultantsto take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have beenpaid.

#### 3.6 Accounting, Inspection and Auditing

The Consultants(i)shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges andcost, and the bases thereof (including such bases as may be specifically referred to

intheSC);(ii)shallpermittheClientoritsdesignatedrepresentativeperiodically,and upto one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client;and(iii)shallpermittheclienttoinspecttheConsultant'saccountsandrecords relating to the performance of the Consultant and to have them audited by auditors appointed by theclient.

## 3.7 Consultants' Actions Requiring Client's PriorApproval

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

- a) appointing such members of the Personnel as are listed in Appendix 'C' ("Consultants' Sub-consultants' Key Personnel") merely by title but not by name;
- b) entering into a subcontract for the performance of any part of the Services, it beingunderstood(i)thattheselectionoftheSub-Consultantandthetermsand conditionsofthesubcontractshallhavebeenapprovedinwritingbytheClient prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Contract;and
- c) any other action that may be specified in theSC

#### 3.8 Reporting Obligations

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

#### 3.9 Documents Prepared by the Consultants to Be the Property of theClient

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

#### 3.10 Equipment and Materials Furnished by theClient

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

## 4 Consultants' Personnel and Sub-consultants and orAssociates

### 4.1 General

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

#### 4.2 Description of Personnel

- a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.
- **b)** If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods "of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forthin

Clause G C 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

**c)** If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set for thin Clause GC 6.1 (b) of thisContract.

#### 4.3 Approval of Personnel

The Key Personnel i.e. Professional Staff and Sub-consultants listed by title as well as By name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose, to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data and (in the case of Key personnel to be used within the country of the Government) a copy of a satisfactory medical certificate in the form attached here to as Appendix D. If the Client does not object in writing (stating the reasons for the objection) within thirty (30)calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.

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

- 4.4.1 Working hours and holidays for Key Personnel are set forth in Appendix E here to. To account for travel time, foreign Personnel carrying out Services inside the Government's country shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Government's country as is specified in Appendix Ehereto.
- 4.4.2 The Personnel of all types engaged by Consultant to provide Services on this Contractshallnotbeentitledtobepaidforovertimenortotakepaidsickleave or vacation leave <u>except as specified in Appendix E</u> hereto, and except as specified. Insuch Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set for in <u>Appendix C</u>. Any taking of leave by Personnel shall be subject to the prior approval by the Client and the Consultants shall ensure that absence for leave purposes will not delay the progress and adequate supervision of theServices.

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

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

**4.5.1** In case notice to commence services pursuant to Clause 2.1 of this Contract is not ordered by Client within 120 days of signing of contract the key personnel can excuse themselves on valid grounds, e.g., selection on some other assignment, health problem

Developed after signing of contract, etc. In such a case, no penalty shall be levied on the Firm or on the person concerned. The firm shall however be asked to give a replacement by an equal or better scoring person, whenever mobilization isordered.

- **4.5.2** In case notice to commence services is given within 120 days of signing of contract the, the Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than three Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Replacement of the Team Leader will not normally be considered and may lead to disgualification of the Applicant or termination of the Agreement. Replacement of one Key Personnel shall be permitted subject to reduction of remuneration equal to 5 % (five per cent) of the total remuneration specified for the Key Personnel who is proposed to be replaced. In case of second replacement there duction in remuneration shall be equal to 10% (ten per cent) and for third and subsequent replacement, such reduction shall be equal to 15% (fifteen per cent) If the consultant finds that any of the personnel had made false representation regarding his qualification and experience, he may request the Employer for replacement of the personnel. There shall be no reduction in remuneration for such replacement. The replacement shall howeverbeofequalorbetterscore. The personnels or eplaced shall be debarred from future projects for 2years.
  - **4.5.4** Replacement after original contract period isover:

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

**4.5.5** If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable ground to be dissatisfied with the performance of any of the Personnel, then the consultant shall, at the Employer's written request specifying the grounds therefore, forthwithprovide areplacementwithqualifications and experience acceptable to him. For such replacement there will be no reduction in remuneration.

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

#### 4.6 Resident Team Leader and Coordinator

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 from its Head Office as Project Coordinator who shall be responsible for day to day performance of the Services.

## 5 Obligations of theClient

#### 5.1 Assistance and Exemptions

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

- (c) provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub- consultants or Personnel to perform the Services;
- (d) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Government'scountry;
- (e) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their -eligible dependents;
- (f) 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 theServices;
- (g) assist the Consultants and the Personnel and any Sub-consultants and or Associates employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the ApplicableLaw;
- (h) grant to the Consultants, any Sub-consultants and or Associates and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services:and
- (i) Provide to the Consultants, Sub-consultants and or Associates and Personnel any such other assistance as may be specified in theSC.

### 5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property there on resulting from such access and will in demnify theConsultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-Consultant or the Personnel of either ofthem.

## 5.3 Change in the ApplicableLaw

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

## 5.4 Services, Facilities and Property of theClient

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

## 5.5 Payment

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

### 5.6 Counterpart Personnel

- a) If so provided in Appendix F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix F, and free of charge, such counter part personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such <u>Appendix F</u>. Counter part personnel shall work under the exclusive direction of the Consultants. If any member of the counter part personnel fail stopper for made quately any work assigned to him by the Consultants which is consistent with the position occupied by such- member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- b) If counterpart personnel are not provided by the Client to the Consultants as andwhenspecifiedinAppendixF,theClientandtheConsultantsshallagreeon (i)how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Clause GC 6.1(c)hereof.

### 6 Payments to theConsultants

### 6.1 Cost Estimates; CeilingAmount

- a) An estimate of the cost of the Services payable is set forth in Appendix G.
- b) Except as may be other wise agreed under Clause GC2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of these ceilings.
- c) Notwithstanding Clause GC 6.1(b) here of, if pursuant to clauses GC5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in ClauseGC6.1(a)above, the ceiling or ceilings, as the case may be, set forth in ClauseGC6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### 6.2 Remuneration and Reimbursable Expenditures

a) Subject to the ceilings specified in ClauseGC6.1(b) hereof, the Client shall pay to the Consultants (i) remuneration asset for thin Clause GC6.2(b),and(ii) reimbursable expenditures asset forth in Clause GC6.2(c).If specified in the SC, said remuneration shall be subject to price adjustment as specified in theSC.

b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC2.3 and Clause SC2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth, in theSC.

c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified inSC.

d) Notwithstanding anything to the contrary stated in the GCC and SCC, it shall be mandatory to deploy the key personnel and sub-professional as per the Man-Months Input specified in the Terms of Reference.

In adequate deployment of key personnel and sub-professional shall lead to deduction in the monthly payment as per following table. The key personnel and sub- professional shall be considered to be inadequately deployed if he/she is not present for atleast 90% of the time stipulated in the month, as per the Man Months Input in the Terms of Reference and the Deployment Schedule proposed by the firm.

Sr. No.	Personnel	% reduction in monthly payment		
Normal Highway Project				
1	Team Leader cum Senior Highway Engineer	20%		
2	Resident Engineer cum Highway Engineer	25%		
3	Bridge/Structural Engineer	20%		
4	Other Key Personnel	20%		
5	Sub- Professional Staff	15%		

Foravoidanceofdoubt,incase the Team Leader cum Senior Highway Engineer has not been made available for 90% of the stipulated time in the month, then only 80% of the monthly payment shall be released. In the case of "Other Key Personnel (Sr. No. 4)" and "Sub – Professional Staff (Sr. No. 5)", the average availability across the group shall be considered for calculation.

## 6.3 Currency of Payment

All payments shall be made in Indian Rupees and shall be subjected to applicable Indian laws withholding taxes ifany.

## 6.4 Mode of Billing and Payment

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

- a) The Client shall cause to be paid to the Consultants an interest bearing advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in acurrency (orcurrencies) specified in the SC, such bank guarantee (I) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set for thin Appendix I hereto or in such other form as the Client shall have approved inwriting.
- b) As soon as practicable and not later than fifteen (15days)after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC6.3 and 6.4 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- c) 75% of bill raised by the Consultant shall be paid through accelearated payment system and remaining bill may be paid after due scrutiny. The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within thirty (30) days after the receipt by the Client of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on such duedate.
- d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90)

calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall there upon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty, (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with theabove.

e) All payments under this Contract shall be made to the account of the Consultants specified in theSC.

## 7 Fairness and GoodFaith

### 7.1 GoodFaith

ThePartiesundertaketoactingoodfaithwithrespecttoeachother'srightsunderthis Contract and to adopt all reasonable measures to ensure the realization of the objectives of thisContract.

## 7.2 Operation of theContract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

### 8 Settlement of Disputes

### 8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes rising out of orin connection with this Contractor the interpretation thereof.

### 8..2 DisputeResolution

- 8.2.1 Anydispute,differenceorcontroversyof whatevernaturehowsoeverarisingunderor 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,inthefirstinstance,beattemptedtoberesolvedamicablyinaccordancewiththe conciliation procedure set forth in Clause8.3.
- 8.2.2 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 anydispute.

### 8.3 Conciliation

### In the event of any Dispute between the Parties, either Party may call upon [Project

Director of KSTP] and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10(ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10(ten) day period or the Dispute is not amicably settled within 15(fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 8.2.1 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 8.4.

## 8.4 Arbitration

- 8.4.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 8.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 8.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 as amended. The venue of such arbitration shall be Trivandrum and the language of arbitration proceedings shall be English.
- 8.4.2 Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator to be appointed as per the procedure below
  - Parties may agree to appoint a sole arbitrator or, failing agreement on the (a) identityofsuchsolearbitratorwithinthirty(30)daysafterreceiptbytheother Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi for а list of not fewer than five nominees and, on receiptofsuchlist, the Parties shall alternately striken a mesthere from, and the last remaining nominee on the list shall be sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the president, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter indispute.

### 8.4.3 SubstituteArbitrator

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

# 8.4.4 Qualifications of Arbitrator

The sole arbitrator selected pursuant to Clause 8.2.1 hereof shall be expert with extensive experience in relation to the matter in dispute.

8.4.5 The Arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 8 shall be final and biding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award withoutdelay.

- 8.4.6 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 8.4.7. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder

### 8.4.8 Miscellaneous

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the parties be held in Delhi.
- (b) The English language shall be the official language for all purposes;
- (c) The decision of sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Partieshereby waive any objections to or claims of immunity in respect of such enforcement; and

Sr.	Particulars of Fees and	Maximum amount payable per case		
No.	Expenses			
1	Fee	(i) Rs. 25,000/- per day;		
		(ii) 25% extra on fee at (i) above in case of fast-track		
		procedure as per Section -29 (B) of A&C Act;		
		Or		
		10%extraonfeeat(i)aboveifawardispublished		
		within6monthsfromdateofenteringthereference byAT;		
		Alternatively, the Arbitrator may optfor a lump-sum fee		
		of Rs. 5.00 Lakh per case including counter –claims.		
2	Reading charges- one Time	Rs 25,000/- per case including counter claims.		
3	One –time charges for	Rs. 25,000/- per case		
	Secretarial Assistance and			
	Incidental Charges			
	(telephone, fax, postage etc.)			
4	One time charges for	Rs. 40,000/-		
	publishing/declaration of the			
	Award			
5		against bills subject to celling given below		
(i)	Travelling expenses	Economyclass(byair),FirstclassAC(bytrain)andAC		
		Car (by road)		
(ii)	Lodging and Boarding	Rs.15,000/-perday(inmetrocities);or		
		Rs.8000perday(inothercities);or		
		Rs. 5,000/- per day, if any Arbitrator makes their own		
		arrangements.		
6.	Local travel	Rs. 2,000 /- per day		
7	Extra charges for days other	Rs. 5000 /- per ½ day for outstation Arbitrator		
	thanmeetingdays(maximum			
	for 2 X ½days)			

(d) The schedule of Expenses and Fee payable to the Arbitrator shall be asunder

Note	1. Lodgingboardingandtravellingexpensesshallbeallowedonlyforthearbitrator		
	who is are residing 100 kms. away from the venue of meeting,		
	2. Delhi, Mumbai, Chennai, Kolkata, Bengaluruand Hyderabad shall be considered as		
	Metro cities.		

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

### 9 Fake CV

If any case of fake/ incorrect/ inflated CV is found, it shall be dealt with very severely and would result in all possible penal action including blacklisting from future projects Of KERALA STATE TRANSPORT PROJECT. This would also apply even when the consulting firm is not successful in getting the assignment. *In case CV of a person is turned out to be fake/ incorrect /inflated during the assignment, the consultancy firms will have to refund the salary and perks drawnincluding interest @12% per annumin respect of the person apart from other consequences.* In addition to above, 10% of the salary and perks to be refunded shall be recovered from the Firm aspenalty.

# II. SPECIAL CONDITIONS OF CONTRACT

<u>GC Clause</u>

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

- 1.1(a) The words" in the Government's country" are amended to read 'in INDIA"
- 1.4 The language is:English
- 1.6.1 The addressesare:

Client:	Address of Employer				
Attention:					
Telex :					
Facsimile :	·				
Consultant:	Address of Consultant				
Attention:					
Cable address:					
Telex	:				
Facsimile	:				
[Note' : Fil	l in the Blanks]				

1.6.2 Notice will be deemed to be effective asfollows:

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

1.8 The Member in Charge is: Member (P)Sh.\_\_\_\_\_

(Note: If the Consultants consist of a joint venture of more than one entity, the name of the entity whose address is specified in SC1.6.1shouldbeinsertedhere. If the Consultants consist of one entity, this Clause 1.8 should be deleted from the SC)

1.9 The Authorised Representative are:

For the Client:\_\_\_\_\_

For the Consultants:

1.10 The Consultants,Sub-consultants and the Personnel shall pay the taxes, duties, fees, Levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

- 2.1 The effectiveness conditions are thefollowing:
- i) Signing of the contract for the assignment.
- 2.2 The time period shall be <u>one months</u> or such other time period as the parties may agree in writing.
- 2.3 The time period shall be <u>one month</u> or such other time period as the Parties may agree in writing.
- 2.4 The time period shall be 90 months (30 month for construction period and 60 months for Maintenance period)

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

- (a) Except in case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:
  - (i) for any indirect or consequential loss or damage;and
  - (ii) Consultant will maintain at its expenses; Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement,(A)For the amount not exceeding total payments for Professional Fees and Reimbursable ExpendituresmadeorexpectedtobemadetotheConsultantshereunderOR
     (B)theproceeds,theConsultantsmaybeentitledtoreceivefromanyinsurance maintainedbytheConsultantstocoversuchaliability,whicheverof(A)or(B) ishigher.
  - (iii) The policy should be issued only from an Insurance Company operating in India.
  - (iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregatelimiton the policy period" (AOP) and innocase should be for an amount less than stated in the contract.
  - (v) If the Consultant enters into an agreement with Employer in a joint venture or 'in association', the policy must be procured and provided to Employer by the joint venture/in association entity and not by the individual partners of the jointventure/association.
  - (vi) The contract may include a provision thereby the Consultant does not cancel the policy midterm without the consent of the Employer. The insurance company may provide an undertaking in this regard.

- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damagetoThirdPartiescausedbytheConsultantsoranypersonorfirmacting on behalf of the Consultants in carrying out theServices.
- (c) Professional Liability Insurance may be accepted for initially one year which shall be extended annually for five years. PLI shall be uniformly taken for a period of five years.

## 3.5 The risks and the coverage shall be as follows

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act,1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of consultancy.
- (b) Third Party liability insurance with a minimum coverage, of Rs. 1.0 million for the period of consultancy.
- (c) Professional liability insurance as per 3.4 (a) (ii) of SC of the consultancy, with a minimum coverage equal to estimated remuneration and reimbursable.
- (d) Employer's liability and workers' compensation insurance in respect of the PersonneloftheConsultantsandofanySub-consultant,inaccordancewiththe relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;and
- (e) Insurance against loss of or damage to(i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property usedintheperformanceoftheServices,and(iii)anydocumentspreparedbythe Consultants in the performance of theServices.
- 3.7(c) the other actions are
- "(i) taking any action under a civil works contract designating the Consultants as "Authority's Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".
- 3.9 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of theClient.
  - 4.6 "The person designated as Team Leader cum Senior Highway Engineer in Appendix C shall serve in that capacity, as specified in Clause GC4.6."
- 6.1(b) The amount payable Indian Rupee is:\_\_\_\_\_
- 6.2(a) "Payments for remuneration and reimbursable items made in accordance with Clause GC 6:2(a) :

(i) Consultants shall be paid billing rates for services rendered by the personnel of all categories namely (i) key Personnel; (ii) sub-Professional personnel and (iii) Support staff on man-month basis. Billing rates of

remaining items of the financial proposal, namely (i) transportation , (ii) Duty travel to site (iii) Office Rent, (iv) office supplies communication etc.

(v) reports & document printing and (vi) survey equipment etc. shall be worked out month wise as per actual expenditure. Beginning 13<sup>th</sup> months from the last date of submission of bid, billing rates shall be increased to cover all items of contract i.e. remuneration, vehicle hire, office rent, consumables, furniture etc. @ 5% every 12 months. However, for evaluation and award of the Bid proposals, the quoted initial rate (as applicable for first 12 months from last date of submission of bid) shall be multiplied by the total time input for each position on this contract, i.e. without considering the increase in the billing rates. All payments shall be made in Indian Rupees and shall be subjected to applicable Indian laws withholding taxes if any.

(ii) Remuneration paid pursuant to the rates set forth in Appendix G shall be adjusted every twelve (12) months (and, the first time, with effect for the billing rates earned in the 13<sup>th</sup> calendar month after the last date of submission of bid) by 5% every 12month forpersonnel.

Notwithstanding any other provisions in the agreement in this regard, this provision will prevail and override any other provision to the contrary in this agreement.

- 6.2(b) (i) (1) Payment of Authority Engineer shall be released on approval of the monthly reports. Report shall be approved by the Authority only if it includes all the sections prescribed in the format and submitted as per specified timelines. The monthly progress reports shall be examined and commented, if required, by the Authority within 7 days of submission and the consultant shall address the comments and resubmit the modified MPR in next 7 days. If the Authority does not comment within 7 days, the submitted MPR shall be deemed acceptable to the Authority. However, such approval does not absolve the consultant from their responsibility for a un noticed error in MPR.
  - (2) Payment shall be released as per rates quoted in Appendix C3-Breakup of Local currency costs
  - (3) For equipment based road inspection to beconducted in O&M phase, payment shall be released as per actual use of equipment on road and rates quoted in Appendix C3- Breakup of Local currencycosts.
  - (4) If any of the report is found to be misleading or containing incorrect information as determined by the Authority, 10% of payment linked to that report shall be deducted as penalty
  - (5) It is understood (i) that the remuneration rates shall cover (A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead, and (B)the cost of back stopping by home office staff not included in the Personnel listed in Appendix C,and (*C*) the Consultants' fee ;(ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and(iii)that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.
  - (6) Remuneration for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultants' home office and directly

Attributable to the Services (one hour being equivalent to 1/240 th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of amonth).

- 6.2(b) (ii) The rates for foreign and local Personnel are set forth in Appendix G 6.4(a)
- 6.4 (a) The following provisions shall apply to the interest bearing advance payment and the advance payment guarantee:
  - 1) An advance payment of 10% of the contract price in proportion to the quoted Indian currency (INR) in the bid shall be made within <u>60</u> days after receipt and verification of advance payment bank guarantee. The advance payment along with interest will be set off by the Client in equal installments against the statements for the first 12 months of the Service until the advance payment has been fully set off. The advance payment shall be in Indian Rupee.
  - 2) The bank guarantee shall be in the amount and in the currency of the the advance payment.
  - 3) Interest rate shall be 10% per annum (on outstanding amount).
- 6.4(c) The interest rate is10% per annum. 6.4(e) The accounts are:

[Note: Insert account number, type of account and name and address of the Bank]

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

## **IV.APPENDICES**

# **Appendix A: Description of the Services**

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

## <u>Details as per TOR</u>

# **Appendix B: Reporting Requirements**

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission etc. If no reports are to be submitted, state here "Not applicable".}

Please refer TOR

# Appendix C: Key Personnel and Sub-consultants

[Listunder:C-l Titles [and names, if already available}, detailed job descriptions and minimum qualifications. Experience of Personnel to be assigned to work in India, and staff- months foreach.

Same information as C-l for Key localPersonnel.

Same as C-l for Key foreign Personnel to be assigned to work outside India.

List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-l throughC-4)

**Please refer TOR** 

# Appendix D: Medical Certificate

[Show here an acceptable form of medical certificate for foreign Personnel to be stationed in India. If there is no need for a medical certificate, state here: "Not applicable."]

The form of Medical Certificate as required under the rules of Govt. of India

# **Appendix E: Hours of Work for Key Personnel**

The Consultants Key personnel and all other Professional / Sub Professional / Support Staff/Sub-Consultancy personnel shall work 6 days (Mondays through Saturday) every week and observe the Gazetted Holidays of Government of India as Holidays. The Consultant shall work as per the work program of the EPC Contractor. In this context in case the work plan of the Consultant needs suitable modifications, the same shall be carried out and submitted to the client for consideration. The Consultants hours of work normally shall match with that of Contractor's activities on the site. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of Projectcompletion.

In respect of foreign personnel, one day per trip as travel time from and to the country of the Government shall be allowed.

# Appendix F: <u>Duties of the Client</u>

# [List here under:

Services, facilities and property to be made available to the Consultants by the Client.

Counterpart personnel to be made available to the Consultants by theClient.]

## Please refer TOR

# **Appendix G: Cost Estimates**

*List hereunder cost estimate in INR:* 

- 1. Monthly rates for local Personnel (Key Personnel and otherPersonnel)
- 2. Reimbursable/Rental/Fixed expenditures asfollows:
  - a. Cost of localtransportation.
  - b. Cost of other local services, rentals, utilities,etc.

# **Appendix H: FORM OF PERFORMANCE SECURITY**

(PERFORMANCE BANK GUARANTEE) (Clause-13 of TOR)

То

Address of Employer:

WHEREAS\_\_\_\_\_[Name and address of Consultants]<sup>1</sup>(hereinafter called "the consultants")has undertaken, in pursuance of Contract No.\_\_\_\_\_dated to provides the services on terms and conditions set forth in this Contract\_\_\_\_[Name of contract and brief description of works) (hereinafter called the "theContract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified there in as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a BankGuarantee;

NOW THEREOF we hereby affirm that we are the Guarantor andresponsible to you, on behalf oftheConsultantsuptoatotalof[amountofGuarantee]<sup>2</sup>\_\_\_\_\_\_[in words], such sum beingpayableinthetypesandproportionsofcurrenciesinwhichtheContractPriceispayable, and we undertake to pay you, upon your first written demand and without cavil or argument, anysumorsumswithinthelimitsof[amountofGuarantee]asaforesaidwithoutyourneeding to prove or to show grounds or reasons for your demand for the sum specifiedtherein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the consultants or of the Bank.

Notwithstanding anything contained herein before	, our liability under	this gu	arantee i	s restricted
to Rs	(Rs		_) and the	e guarantee
shall remainvalidtill	Unless	a claii	n or a	demand in
writingismadeuponusonorbefore	all	our	liability	underthis
guarantee shallcease.				

This guarantee shall be valid for a period of 92 months i.e. upto 2 months beyond the expiry of

contract of 90 months.	
Signature and Seal oftheGuarantor	In presence of
Name and Designation	
1.	
	(Name, Signature& Occupation)
Name of theBank	
Address 2.	
	(Name &Occupation) Date

<sup>1</sup>Give names of all partners if the Consultants is a Joint Venture.

# **Appendix I: Form of Bank Guarantee for Advance Payments**

# (Reference Clause 6.4(a) of Contract)

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

BankGuarantee:\_\_\_\_\_

Date:\_\_\_\_\_

Dear Sir,

In consideration of M/s.\_\_\_\_\_\_(herein after referred as the "Client", which expression shall, unless repugnant to the context or meaning there of include it successors, administrators and assigns) having awarded to M/s.\_\_\_\_\_\_(herein after referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No.dated and the same having been unequivocally accepted by the Consultant, resulting in a Contractvalued at\_\_\_\_\_

For Contract (hereinafter called the "Contract") (scope of work) and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to(inwordsandfigures)asanadvanceagainstBankGuaranteetobefurnishedbytheConsultant.

 We\_\_\_\_\_\_(Name of the Bank) having its Head Office at \_\_\_\_\_\_(herein after referred to as the Bank), which expressions hall, unlessrepugnanttothecontextormeaningthereof, include its uccessors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of \_\_\_\_\_\_\_as aforesaid at any time up to \_\_\_\_\_\_\_without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges thisguarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powersvested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforceorto forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Clien to fits liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other Indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall been titled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and not withstanding any security or other guarantee that the Client may have in relation to the Consultant'sliabilities.

	And it s And shall be e	=	-		-	(not
exceeding one year), as ma guarantee has beengiven.		-		-	behalf	this
Dated this	day of	200	at			
WITNESS						
(signature)						
(Sig	nature)					
(Name) (Name)						
(OfficialAddress)		Designatior	n(with Bar	nkstamp)		
			rney as pe rney No.	r Power of		
Strike out, whichever is no		Date	d			

Note 2: The bank guarantee shall be from a Nationalized Indian Bank or reputed foreign commercial Bank acceptable to client for Foreign Consultant with counter guarantee from NationalizedBank.BankguaranteefurnishedbyForeignConsultantshallbeconfirmedbyany Nationalized Bank inIndia. Appendix J

Letter of invitation

Appendix K

Letter ofAward

Appendix L

Minutes of pre-bid meeting

# Appendix-M

# Memorandum of Understanding between

\_\_\_\_\_ And

Whereas the KSTP/ Ministry of Road Transport &Highways(MoRT&H)/.....State PWD (the '**Employer**') has invited proposal for appointment of Authority's Engineer for \_\_\_\_\_(Name of project) hereinafter called theProject.

AndWhereas\_\_\_\_\_\_(LeadPartner)and\_\_\_\_\_\_JV partner/shave agreed to form a Joint Venture to provide the said services to the Employer as Authority's Engineer; and

Now, therefore, it is hereby agreed by and on behalf of the partners as follows:

(i) will be the leadpartnerand \_\_\_\_\_\_ will be the other JVpartner/s.

- (ii) (lead partner) shall be the incharge of overall administration of contract andshallbeauthorisedrepresentativeofallJVpartnersforconductingallbusinessfor andonbehalfoftheJVduringthebiddingprocessandsubsequently,representthejoint venture for and on behalf of the JV for all contractual matters for dealing with the Employer/EPC Contractor if Consultancy work is awarded toJV.
- (iii) All JV partners do hereby undertake to be jointly and severely responsible for all the obligation and liabilities relating to the consultancy work and in accordance with the Terms of Reference of the Request for Proposal for the ConsultancyServices.
- (iv) Subsequently,iftheJVisselectedtoprovidethedesiredconsultancyservices,adetailed MOU indicating the specific project inputs and role of each partner/s along with percentage sharing of cost of services shall be submitted to the Employer (Consultant may submit the detailed MOU along with percentage sharing of cost at the time of biddingalso).

For\_\_\_\_\_(Name of Leadpartner)

Managing Director/Head of theFirm Address

For\_\_\_\_\_(Name of JVpartner/s)

Managing Director/Head of theFirm Address

For\_\_\_\_\_(Name of Associate Partner/s)

### **DISCLAIMER**

The Applicant must read all the instructions in the RFP and submit the same accordingly.