



**BRIDGE, ROPEWAY, TUNNEL & OTHER  
INFRASTRUCTURE DEVELOPMENT  
CORPORATION OF UTTARAKHAND LTD.  
(BRIDCUL)**

**Appointment of NABL Accredited Laboratory for  
Improvement/Strengthening Road Safety in Birahi-Gauna  
Motor Road (Length 13 KM) Under CRIF Distt. Pauri  
Garhwal**

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

BRIDGE, ROPEWAY, TUNNEL & OTHER INFRASTRUCTURE  
DEVELOPMENT CORP. OF UTTARAKHAND LTD

**Issued on: October, 2024**

**Issued by: General Manager, BRIDCUL**

## **INDEX**

| <b>S. No.</b> | <b>Contents</b>                                      | <b>Page No.</b> |
|---------------|------------------------------------------------------|-----------------|
| 1             | Letter of Invitation (LOI)                           |                 |
| 2             | Instructions to Bidders(ITB)                         |                 |
| 3             | Annexure -I : List of Works                          |                 |
| 4             | Data Sheet                                           |                 |
| 5             | Appendix - I : Terms of Reference                    |                 |
| 6             | Appendix – II : Formats for Agency’s Information     |                 |
| 7             | Appendix - III : Formats for Technical Proposals     |                 |
| 8             | Appendix - IV: Formats for Financial Proposals       |                 |
| 9             | Appendix - V: Detailed Technical Evaluation Criteria |                 |
| 10            | Appendix - VI: Draft Contract Agreement              |                 |



**BRIDGE, ROPEWAY, TUNNEL & OTHER  
INFRASTRUCTURE DEVELOPMENT CORPORATION OF  
UTTARAKHAND LTD. (BRIDCUL)**

**Letter No. 1719 /BRIDCUL/ 953 /2024**

**Dated- 30/ 09 /2024**

**Letter of Invitation (LOI)**

**Sub.: Appointment of NABL Accredited Laboratory for Improvement/Strengthening Road Safety in Birahi-Gauna Motor Road (Length 13 KM) Under CRIF Distt. Pauri Garhwal.**

Dear Sir,

1. The Government of Uttarakhand has received financing from the Government of India Improvement/Strengthening Road Safety in Birahi-Gauna Motor Road (Length 13 KM) Under CRIF Distt. Pauri Garhwal
2. For the purpose of conducting a concurrent evaluation that includes quality assurance through periodic audit of the following works, BRIDCUL Uttarakhand invites proposals from NABL accredited test laboratories.

| District      | Name of Work                                                                                                     | Total Length of Road (in kms.) | Bid Security (inRs.) |
|---------------|------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------|
| Pauri Garhwal | Improvement/Strengthening Road Safety in Birahi-Gauna Motor Road (Length 13 KM) Under CRIF Distt. Pauri Garhwal. | 13                             | 39000.00             |

3. A brief description of the assignment and its objectives are given in the Appendix-I, "Terms of Reference" of the RFP document.
4. The details of the works are given in **Annexure-I**(enclosed with the Instructions to Bidders) of the RFP.
5. The Proposal validity period shall be 45 days after the bid submission deadline date.
6. It is not permissible to transfer this invitation to any other firm, such as Firm's parent companies, subsidiaries and affiliates.
7. A firm will be selected on least cost based procedures.
8. Details of the proposal's submission date and time are provided in Clause 8 of Data Sheet.
9. Pre-bid meeting Scheduled on dated 15.10.2024

**Yours sincerely,**

**General Manager,  
BRIDCUL**

# Instructions to Bidders (ITB)

## 1. Definitions

- (a) “Agency” means a legally-established and NABL accredited laboratory that may provide or provides the Services to the Employer under the Contract.
- (b) “Applicable Guidelines” means the policies of the BRIDCUL governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Employer’s country, as they may be issued and in force from time to time.
- (d) “Employer” means the implementing/ executing agency that signs the Contract for the Services with the selected Bidder.
- (e) “Contract” means a legally binding written agreement signed between the Employer and the Agency and includes all the attached documents.
- (f) “Data Sheet” means an integral part of the Instructions to Bidders (ITB) that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITB.
- (g) “Day” means a calendar day.
- (h) “Experts” means, collectively, Key Personnel of the Agency.
- (i) “Government” means the Government of Uttarakhand.
- (j) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Agency’s proposal.
- (k) “ITB” means the Instructions to Bidders that provides the Agencies with all information needed to prepare their Proposals.
- (l) “LOI” means the Letter of Invitation being sent by the Employer to the Bidders.
- (m) “Non-Key Expert(s)” means an individual professional provided by the Bidders who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (n) “Proposal” means the Technical Proposal and the Financial Proposal of the Bidders.
- (o) “Services” means the work to be performed by the Agency pursuant to the Contract.
- (p) “TOR (s)” means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Employer and the Agency, and expected results and deliverables of the assignment.

## 2. Introduction

- 2.1 The Employer named in the **Data Sheet** intends to select an Agency in accordance with the method of selection specified in the **Data Sheet**.

The Bidders are invited to submit a Technical Proposal and a Financial Proposal, as specified in the **Data Sheet**, for services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for signing the Contract with the selected Bidder.

The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals.

- 2.2 The **details of the works are given in Annexure-I** (enclosed with the Instructions to Bidders) of the RFP.
- 2.3 A brief description of the assignment and its objectives are given in the Appendix-I, **“Terms of Reference”**.
- 2.4 A Bidder with “a Particular Team” may submit proposals for works in more than one BRIDCUL Head Office. However, a Bidder is not allowed to bid for works under one BRIDCUL Head Office with more than one team. For the sake of clarity, it is mentioned that one bidder cannot submit two proposals/ bids for the works in same BRIDCUL Head Office.

A Bidder with “a Particular Team” may submit only **one “Technical Proposal” and one “Financial Proposal”**.

The most preferred bidder (H-1) would be determined on the basis of Quality and Cost as mentioned in the RFP.

- 2.5 The Bidders shall submit proposals in the manner prescribed in the RFP.
- 2.6 The Bidder(s) in sole capacity, as invited through LOI for submission of proposals, shall submit the proposal. ***Joint Venture or Association of Firms is not allowed.***
- 2.7 To obtain first-hand information on the assignment and on the local conditions, the Bidders are encouraged to pay a visit to the Employer, concerned BRIDCUL Unit and the project site before submitting a proposal. They must fully be informed themselves of local and site conditions and should take them into account during preparing the proposal.
- 2.8 Financial Proposals will be opened only of the firms, who are found to be eligible and score qualifying marks in accordance with Para 6 hereof. The services will be awarded to the highest ranking Bidder on the basis of Quality and Cost combination.
- 2.9 Please note that (i) costs of preparing the proposal and of negotiating the contract, including visits to the Employer, etc., are not reimbursable as a direct cost of the assignment; and (ii) Employer is not bound to accept any of the proposals submitted and reserves the right to reject any or all proposals without assigning any reasons, whatsoever.

2.10 The proposals must be properly signed as detailed below:

- i. *by the proprietor in case of a proprietary firm*
- ii. *by the partner holding the Power of Attorney (POA) in case of a firm in partnership (A certified copy of the Power of Attorney on a stamp paper of Rs. 100 and duly notarized shall accompany the Proposal).*
- iii. *by a duly authorized person holding the Power of Attorney (POA) in case of a Limited Company or a corporation (A certified copy of the Power of Attorney on a stamp paper of*

*Rs. 100 and duly notarized shall accompany the proposal).*

## **2.11 Bid Security**

- 2.11.1 The applicant shall furnish as part of its Proposal, a Bid Security an amount of Rs. 39000.00(Thirty Nine Thousand) in the form of Demand Draft issued by one of the Nationalized/ Scheduled Banks/Commercial Scheduled Banks in India in favor of the MD ,BRIDCUL payable at Dehradun. **The “Bid Security” shall be valid for a minimum period of 90 days from the last date of submission of proposals.** This Bid Security is returnable not later than 30 (thirty) days from the date of Opening of the Financial proposals except in case of the two highest ranked Applicants. Bid Security of the Selected Applicant and the Second ranked Team shall be returned, upon the Selected Applicant signing the Agreement.
- 2.11.2 Any Bid not accompanied by the Bid Security of the required value and minimum required validity shall be rejected by the BRIDCUL as non-responsive. The BRIDCUL shall verify the BG for Bid Security and if found inappropriate, the Bid shall be rejected as non-responsive.
- 2.11.3 The BRIDCUL shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.11.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the BRIDCUL any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the BRIDCUL as the mutually agreed pre-estimated compensation and damage payable to the BRIDCUL for, inter alia the time, cost and effort of the BRIDCUL in regard to RFP including the consideration and evaluation of the Proposal under the following conditions:
- (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 submit within stipulated time, the required Performance Security or fails to sign the Agreement.

## **3 Documents**

- 3.1 To enable the Bidders to prepare a proposal, please find and use the attached Documents listed in the **Data Sheet**.
- 3.2 At any time before the submission of proposals, the Employer may, for any reason, at its own initiative, modify the Documents by amendment or corrigendum including the list of works as per **Annexure I**.

## **4 Preparation of Proposal**

The proposal must be prepared in two parts viz.:

Part 1: Technical Proposal

Part 2: Financial Proposal

In addition to Technical and Financial Proposal, the Bidder must also submit the following documents in order to make the proposal responsive:

- (i) **Bid Security:** Demand Draft in support of bid security for an amount specified in Data Sheet and having validity **for a minimum period of 90 days** from the last date of submission of proposals in the **Form E3**.
- (ii) **Power of Attorney** on a stamp paper of Rs.100 and duly notarized authorizing to submit the proposal.

**The minimum essential requirement in respect of eligibility of proposal has been indicated in the data sheet, the proposal found deficient in any respect of these requirements will not be considered for further evaluation.**

#### **4.1 Technical Proposal**

4.1.1 Bidders are expected to examine all terms and instructions included in the Documents and provide all requisite/ necessary information in the proposal at their own risk. Failure to provide all such requested information may result in rejection of Bidder's proposal/ bid.

4.1.2 The technical proposal shall be submitted strictly in the Formats given in **Appendix-III** and shall comprise of following documents:

- i) Forwarding letter for Technical proposal duly signed by the authorized person on behalf of the bidder, as in **Form T-1**.
- ii) Firms Relevant Experience– Relevant similar services carried out by the Agency in the last 5 years as per **FormE-1**.

*[For each assignment, the outline should indicate the names of the Bidder's Key Experts who participated, the duration of the assignment, the contract amount (total and in case of a joint venture or a sub-consultancy, the actual amount paid to the Bidder), and the Bidder's role/involvement.]*

- (a) List only relevant similar assignments successfully completed in the last 10 years.
  - (b) List only those assignments for which the Bidder was legally contracted by the Employer as a company or was one of the partners. *Assignments completed by the Bidder's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Bidder, but can be claimed by the Experts themselves in their CVs. The Bidder shall substantiate the claimed experience by presenting copies of relevant documents/certificate from the Employer. Bidder shall also submit the references if so requested by the Employer.*
- iv. **The composition of the proposed Team and Task Assignment to individual personnel (Form T-2).**
  - v. **Proposed methodology for the execution of the services including the potential tasks should be illustrated with bar charts of activities.** The proposed methodology should indicate any changes from the proposed

methodology of services indicated in the TOR, and should include procedure for quality assurance (**Form T-3**).

- vi. The proposal should clearly identify and mention **the details of Material Testing LAB FACILITIES along with the layout (mentioning total area) of the lab to be used by the Bidders for the project.**
- vii. **Details of lab set-up and lab equipment owned by the firm in Form-T4.**
- viii. **Details of lab staff**
- ix. **CVs of Key Personnel in Form-T5.**

#### 4.1.3 CVs of Key Personnel:

- i) *The CVs of the key personnel in the format as per Form T-5 should be furnished. It may please be ensured that the format is strictly followed and the information furnished therein is true and correct. The CV must indicate the work in hand and the duration till which the person will be required to be engaged in that assignment. **Experience certificates shall also be submitted. If any information is found incorrect, at any stage, action including termination and debarment from future BRIDCUL projects up to 2 years may be taken by BRIDCUL on the personnel and the Agency.***
- ii) *The minimum requirements of Qualification and Experience of all key personnel are listed in Enclosure-II of TOR. If proposed key personnel do not possess the minimum (essential) educational qualification as given at Enclosure-II of TOR, Zero marks shall be assigned to such CV and such CV shall not be evaluated further. **The CV of the proposed Team Leader should score at least 75% marks otherwise the entire proposal shall be considered to have failed in the evaluation of Technical Proposals and shall not be considered for opening of Financial Proposals.***
- iii) *All the key personnel i.e. Team Leader cum Senior Material Engineer, Quality Assurance Engineer Quality Control Engineer should be available from beginning of the project. **If same CV is submitted by two or more bidders, zero marks shall be given for such CV for all the bidders.***
- iv) *The Bidder must submit different CV's of key personnel (i.e. Team Leader cum Senior Material Engineer, Quality Assurance Engineer Quality Control Engineer), in case the different bid is submitted at different BRIDCUL Head Office. For the sake of clarity, it is mentioned that there shall be separate team (i.e. Team Leader cum Senior Material Engineer, Quality Assurance Engineer Quality Control Engineer) of the bidder for works of different BRIDCUL Head Office..*
- v) ***The availability of key personnel must be ensured for the duration of the project as per proposed work programmatic** a bidder claims that a key personnel proposed by them is a permanent employee of the firm (the personnel should have worked in the firm continuously for a period of at least 1 year on or before the last date of submission of the proposal), a certificate to the effect along with*



*pay slips are required to be submitted.*

- vi) *The age limit for key personnel is 50 years on the date of bid submission except for Team Leader-cum-Senior Material Engineer in which case the age limit is 65 years. The proof of age and qualification of the key personnel must be furnished in the technical proposal.*
- vii) *Maximum Age for supporting lab staff to be deployed on project is 45years as on the date of bid submission.*
- viii) *A good working knowledge of English Language is essential for key professional staff on this assignment. Study reports must be in ENGLISH Language.*
- ix) *Photo, contact address and phone/mobile number of key personnel should be furnished in the CV.*
- x) *It may please be noted that in case the requirement of the 'Experience' of the key experts as mentioned in the 'CVs of Key Persons' is met by any foreign personnel, their real and continuous/regular involvement as per man-month requirements for the intended project shall be mandatory, and replacement of such personnel, if required, should only be approved by the Employer, while the combined qualification and experience of the substitute personnel exceed that of the approved original personnel.*
- xi) *In case a firm is proposing key personnel from educational/research institutions, a 'No Objection Certificate' from the concerned institution should be enclosed with the CV of the proposed key personnel committing his services for the instant project.*
- xii) *Original Curriculum Vitae (CV) and photocopies of certificates shall be recently signed in blue ink by the proposed key professional staff on each page and also initialed by an authorized official of the Agency and each page of the CV must be signed. The key information shall be as per the format. Photocopy/scan copy of the CVs will not be accepted/evaluated. **Signature of the Key Persons should be in blue ink and scanned signature will not be permitted. Unsigned copies of CVs shall be rejected.***

4.1.4 The technical proposal must not include any Financial Quote.

## **4.2 Financial Proposal**

4.2.1 Forwarding letter for financial proposal duly signed by the authorized person on behalf of the bidder, as in **Form F-1** in Appendix-IV. The Financial proposal should be prepared strictly using, the formats attached in **Form F-2** in Appendix-IV.

Financial proposal should clearly indicate the amount asked for by the bidder without any assumptions of conditions attached to such amounts. Conditional offer or the proposal not furnished in the format attached in **Appendix-IV** shall be considered non-responsive and is liable to be rejected.

4.2.2 The financial proposal shall take into account all types of the tax liabilities.

4.2.3 Costs shall be expressed in Indian Rupees.

## 5 Submission of Proposals

- 5.1 The Applicants shall submit the proposal (Technical Proposal) with all pages numbered serially. The proposal must be prepared in indelible ink and must be signed by the authorized representative of the Bidders. The letter of authorization must be confirmed by a written power of attorney accompanying the proposals. All pages of the Technical Proposal must be initialed in blue ink by the person or persons signing the proposal. Scanned signature shall not be accepted and the proposal shall be liable for rejection on the ground of non-responsive.
- 5.2 The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Bidders themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.
- 5.3 The completed Technical Proposal and Financial Proposal must be uploaded on or before the time and date stated in **Data Sheet**.
- 5.4 The submitted proposal must be valid for the number of days stated in the Data Sheet from the closing date of submission of proposal.

## 6 Proposal Evaluation

- 6.1 The proposals would be evaluated by Technical Evaluation committee, BRIDCUL. But initially, it will be examined as to whether:
  - i) The Proposal is accompanied by **Bid Security** of required value and of validity equal or more than the minimum required validity.
  - ii) The Bidder(s) have **minimum required experience**.
  - iii) The documents are properly signed by the authorized signatories and whether the proposal contains proper Power of Attorney (POA).
  - iv) The proposals have been received on or before the dead line of submission.

In case answers to any of the above items is '**No**' the bid shall be declared as non-responsive and shall not be evaluated further.

Proposal of a Bidder satisfying the minimum Eligibility Criteria as mentioned in the **Data sheet** and who had submitted the above mentioned documents shall be declared "Responsive Proposal" and the Technical Proposals of only those Bidders shall be opened and evaluated further.

- 6.2 The Technical proposal shall be evaluated as per the detailed evaluation criteria given in **Data Sheet**.

A proposal securing 75 points shall be declared pass in the evaluation of Technical Proposal. **The technical proposal should score at least 75 points out of 100 to be considered for financial evaluation. The CV of the proposed Team Leader should score at least 75% marks otherwise the entire proposal shall be considered to have failed in the evaluation of Technical Proposals and shall not be considered for opening of Financial Proposals.**

### 6.3 Evaluation of Financial Proposal

- 6.3.1 The financial proposal of the consultant who have successfully qualified in the technical presentation will be opened on a scheduled date and time which shall be intimated later. The work will be awarded to the consultant whose financial quote will be the least. The format for submission of financial proposal is at **Form F-2** in Appendix-IV.
- 6.4 The BRIDCUL shall call each Key Personnel of the preferred Bidder for **personal interview** at Office of General Manager, BRIDCUL, Dehradun to estimate technical capabilities of the individuals in the project team, their understanding of the project delivery obligations including evaluating the team potential to deliver the projects within the schedule. Based on the interview the BRIDCUL shall have the right to reject any unsuitable candidate without any further explanations to the bidders and request for his replacement within a stipulated period, as decided by the Employer prior to finalizing the project award to the successful bidder. In case of failure of replacement by the successful bidder within the stipulated time as intimated by the Employer through notice, the entire bid of the working Bidder might be cancelled at the discretion of the BRIDCUL and the amount of Bid Security shall be forfeited.

## 7 Performance Security

The Bidder will furnish within 7 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG)/FDR/DD from a Nationalized Bank or any Scheduled Commercial Bank/Nationalized/Scheduled/ approved by RBI having a net worth of not less than 500 crores as per latest Annual Report of the Bank. The BG shall be furnished for an amount equivalent to **5% of the total contract value** to be received by the Bidder towards Performance Security valid for a period of **one year** beyond the date of completion of services. ***The Bank Guarantee will be released by BRIDCUL upon completion of services (i.e. date of issue of certificate for completion of services by the Employer to the Bidder).*** If a Bidder fails to submit the Performance Security (as specified above), it shall attract penalty –encashment of Bid Security submitted by the Bidder.

## 8 Penalty

The Bidder will indemnify for any direct loss or damage that accrue due to deficiency in services. Penalty shall be imposed on the Bidders for poor performance/deficiency in service as expected from the Bidder and as stated in General Conditions of Contract. Further if the bidder is found to be indulged in any kind of fraudulent practices, action including termination and debarment from future BRIDCUL projects up to 2 years may be taken by BRIDCUL on the Bidder.

## 9 Award of Contract

After successful Evaluation, the Employer shall issue letter of award to the selected Bidder and ask the Bidder to provide Performance Security as in Para 7 above. If the selected Bidder fails to provide performance security within the prescribed time or the Bidder fails to sign the Contract Agreement within prescribed time, the Employer may

invite the second lowest quoted bidder for Contract signing.

**10     Signing of Contract Agreement**

After having received the performance security and verified it, the Employer shall invite the selected bidder for signing of Contract Agreement on a date and time convenient to both parties within 7 days of receipt of valid Performance Security.

**11     The Employer shall keep the bidders informed during the entire bidding process and shall host the following information on the website**

- i)     Request For Proposal (RFP)
- ii)    Amendments/corrigendum to RFP
- iii)   List of bidders who submitted the bids up to the deadline of submission
- iv)    List of bidders along with the technical score, who qualified for opening the financial bid
- v)     Final Score of qualified bidders
- vi)    Name of the bidders who is awarded the Contract

**Annexure -I**

**List of the Works**

(to be filled by Concerned Circle Office)

| S.<br>No. | Name of Work                                                                                                          | Name of unit              | Total Length (in kms.) |
|-----------|-----------------------------------------------------------------------------------------------------------------------|---------------------------|------------------------|
| 1         | Improvement/Strengthening Road Safety in<br>Birahi-Gauna Motor Road (Length 13 KM)<br>Under CRIF Distt. Pauri Garhwal | BRIDCUL Unit<br>Dehradun. | 13                     |

## **DATA SHEET**

1. **The Name of the Assignment and Description of Project–Appointment of NABL Accredited Laboratory for Improvement/Strengthening Road Safety in Birahi-Gauna Motor Road (Length 13 KM) Under CRIF Distt. Pauri Garhwal. (Ongoing Project)**
2. **The name of the Employer is :      General Manager ,  
BRIDCUL, Dehradun**
3. **Method of Selection:**      Least Cost Based Selection
4. **Duration of the Project :**    06 Months
5. **The Documents are:**
  - i)    Appendix – I    :    Terms of Reference (ToR)
  - ii)   Appendix – II   :    Formats for Bidder’s Information
  - iii)   Appendix – III   :    Formats for Technical Proposal
  - iv)   Appendix – IV   :    Formats for Financial Proposal
  - v)    Appendix – V    :    Detailed Technical Evaluation Criteria
  - vi)   Appendix – VI   :    Draft Contract Agreement
6. **Bid Security: Rs 39,000.00** in the form of Demand Draft
7. **The correspondence address of the Employer is:**

**General Manager,**  
**BRIDCUL,**  
**E-mail: [bridcul@gmail.com](mailto:bridcul@gmail.com)**
8. **The last date and time of proposal submission are:**

**Date:            26/10/2024**  
**Time:           15:00**
9. **Proposal Validity Period (Number of Days): 45 days**
10. **Evaluation Criteria:**
- 10.1 **Eligibility Requirement:(Ref. Para 6.1)**

All documents as mentioned under 6.1 of ITB must be present in the Proposal to treat the Proposal of Bidder as “Responsive Proposal”.

**Table-1: Minimum Eligibility Requirements**

| S.No. | Minimum experience and performance of Bidder                                                                                                                                                                                                                      |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | The Bidder should be an NABL accredited test laboratory having an experience of working in similar projects of <b>departments or enterprises of at least three (3) state government and at least one (1) department or enterprise of the Government of India.</b> |

- (i) The bidder shall fulfill all the requirements given in Table-1.
- (ii) Experience of a firm as Sub- Bidder of other Bidder shall not be considered.
- (iii) Only those assignments for which the Bidder was legally contracted by the Employer as a company shall be considered. Assignments completed by the Bidder's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Bidder, but can be claimed by the Experts themselves in their CVs. The Bidder shall substantiate the claimed experience by presenting copies of relevant documents/certificate from the Employer. Bidder shall also submit the references if so requested by the Employer.

## 10.2 Technical Evaluation (Refer 6.2 of ITB)

**Table-2: Evaluation Criteria for Technical Proposal**

| S. No. | Description                                                                            | Max. Marks | Break-up Details                       |
|--------|----------------------------------------------------------------------------------------|------------|----------------------------------------|
| 1      | Profile and Specific Experience of the firm related to the assignment in last 10 years | 40         | Break up details in <b>Para 10.2.1</b> |
| 2      | Qualifications and competence of the key staff for the assignment                      | 60         |                                        |
|        | <b>Total Point</b>                                                                     | <b>100</b> |                                        |

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

**Table-3: Weightage Points for Key Professionals**

| S. No. | Description                                      | Weightage (%) | Break-up Details                           |
|--------|--------------------------------------------------|---------------|--------------------------------------------|
| 1      | General Qualification                            | 30            | Break up details in <b>Para 10.2.1 (B)</b> |
| 2      | Relevant Experience and Adequacy for the Project | 65            |                                            |
| 3      | Employment with the Firm                         | 5             |                                            |
|        | <b>Total Point</b>                               | <b>100</b>    |                                            |

### 10.2.1 The points to be given under each of the evaluation criteria are:

**(A) Profile and Specific Experience of the firm related to the assignment in last 5 years  
(Total 40 Marks):**

| S. No. | Description                                                                                          | Maximum Marks |
|--------|------------------------------------------------------------------------------------------------------|---------------|
| 1      | Overall Experience of the firm                                                                       | 10            |
| 2      | Experience of working with State Government Departments/Enterprises in a project of similar nature   | 10            |
| 3      | Experience of working with Central Government Departments/Enterprises in a project of similar nature | 10            |
| 4      | Lab Setup within the State of Uttarakhand                                                            | 5             |
| 5      | Specific Experience of similar works in terms of turnover for the last 3 years                       | 5             |
|        | <b>Total</b>                                                                                         | <b>40</b>     |

**Note:**

- Experience as Sub- Bidder of other Bidder shall not be considered.
- Base Year and Escalation of 'Annual Turnover':**  
The firm must have annual average turnover of atleast **Rs 75 Lacs** in the last five year. (Form- E2 Annexure II).

**(B) Sub-criteria for Qualifications and competence of the key staff for the Assignment**

**The weightage for various key personnel (Total 60 Marks):**

| S. No. | KEY PERSONNEL                            | Marks     |
|--------|------------------------------------------|-----------|
| 1      | Team Leader cum Senior Material Engineer | 30        |
| 2      | Quality Assurance Engineer               | 20        |
| 3      | Quality Control Engineer                 | 10        |
|        | <b>Total</b>                             | <b>60</b> |

**Sub-criteria for qualification of key personnel is as mentioned below:** Each Key Personnel will be initially evaluated for 100 marks and final marks of each key personnel will be calculated as per the weightage given in the above Table.

The number of points assigned during the evaluation of qualification and competence of key staffs are as given below:

| S. No. | Description                                                        | Maximum Marks | Sub-Points |
|--------|--------------------------------------------------------------------|---------------|------------|
| 1      | <b>General Qualification</b>                                       | <b>30</b>     |            |
| 1.1    | Essential Educational Qualification( <b>must for eligibility</b> ) |               | 15         |
| 1.2    | Desirable Educational Qualification                                |               | 15         |
| 2      | <b>Relevant Experience and Adequacy for the Project</b>            | <b>65</b>     |            |



|          |                                 |            |         |
|----------|---------------------------------|------------|---------|
| 2.1      | Total Professional experience   |            | 20(max) |
| 2.2      | Experience in Material Testing  |            | 20(max) |
| 2.3      | Experience in Similar Capacity  |            | 25(max) |
| <b>3</b> | <b>Employment with the Firm</b> | <b>5</b>   |         |
| 3.1      | Less than 1 Year                |            | 0       |
| 3.2      | 1 – 2 years                     |            | 3 – 4   |
| 3.3      | More than 2 years               |            | 5       |
|          | <b>Total Marks</b>              | <b>100</b> |         |

**11 Detailed Technical Evaluation criteria which is to be used for evaluation of technical bids is as indicated at Appendix-V.**

**12 Evaluation of Financial proposal**

The work will be awarded to the consultant whose financial quote will be the least.

**13** The common currency is “**Indian Rupee**”

**14 Commencement of Assignment (Date, Location):** The Bidders shall commence the services from the date of effectiveness of the contract at locations as required for the project stretch stated in TOR.

## **APPENDIX- I**

### **TERMS OF REFERENCE (TOR)**

**For**

**Appointment of NABL Accredited Laboratory for  
Improvement/Strengthening Road Safety in Birahi-  
Gauna Motor Road (Length 13 KM) Under CRIF  
Distt. Pauri Garhwal.**

## **1. BACKGROUND**

The Government of Uttarakhand received sanction of the project under CRIF & subsequently allotted the work for execution to BRIDCUL. For the purpose of conducting a concurrent evaluation that includes quality assurance and audit of these works, it is proposed to engage an NABL accredited test laboratory having an experience of working in similar projects of departments/ enterprises of at least three state governments and with at least one department/ enterprise of the Government of India.

## **2. OBJECTIVE OF THE ASSIGNMENT**

- i. The objective of this assignment is to conduct periodic quality audit of the construction works to enable the Employer assess critically the in place quality of the project.
- ii. To examine the construction works and ensure that the works are in accordance with the relevant specifications.
- iii. To identify non-conformances and propose remedial as well as corrective actions to minimize future occurrences and
- iv. To recommend measures for rectifications and improvement.

## **3. SCOPE OF WORK**

- 3.1 The agency shall conduct random quality control tests on materials brought at site/ plant as well as the works executed to ensure the quality of construction. The type and frequency of tests to be conducted on construction materials being used in the works shall be based on the MORTH Specifications for Road and Bridge Works or the MORD Specifications for Rural Road as applicable for these works. The minimum frequency of all types of tests to be conducted on construction material brought at site/ plant shall be at least three (3) per lot/ batch.

The agency shall submit a detailed works evaluation manual to be followed by them during the assignment. This manual shall include the type of tests to be conducted on the materials and their frequency and the method of quality audit to be adopted for the completed works.

- 3.2 The agency should be well equipped with all the latest and updated testing equipment required for conducting the quality control tests in the laboratory as well as at the site.
- 3.3 The works of construction consist of Cement Concrete, GSB, Wet Mix Macadam, RR Stone Masonry in Cement Mortar, Bituminous Concrete etc. Hence, the scope of work includes but not limited to the following quality control tests as applicable:
- a. All tests required for constituent materials brought at site/ plant,
  - b. Quality of Binder (Bitumen Tests):
    - i. Penetration Test at 25°C
    - ii. Absolute viscosity at 60°C
    - iii. Kinematic viscosity at 135°C
    - iv. Flash point (Cleveland open cup),
    - v. Solubility in trichloroethylene,
    - vi. Softening point (R&B),

- vii. Tests on residue from rolling thin film oven test
        - 1. Viscosity ratio at 60°C
        - 2. Ductility at 25°C
    - c. Combined Flakiness and Elongation Indices
    - d. Los Angeles Abrasion Value or Aggregate Impact Value
    - e. Soundness Test (either Sodium Sulphate or Magnesium Sulphate)
    - f. Water Absorption of Aggregates
    - g. Sand Equivalent Test
    - h. Atterberg's Limits of materials
    - i. Polished Stone Value
    - j. Percentage of Fractured Face
    - k. Mix grading
    - l. Stability and voids analysis of mix including theoretical maximum specific of loose mix
    - m. Moisture Susceptibility of mix
    - n. Temperature of binder in boiler, aggregate in dryer and mix at the time of laying and compaction
    - o. Binder Content
    - p. Rate of Spread of Mix Material
    - q. Density and Thickness of Compacted Layer
    - r. Compressive Strength of Cement Concrete
    - s. Compressive Strength of Interlocking Paver Blocks and Kerb Stones
    - t. Slump Test
    - u. Mechanical and Chemical Tests of Reinforcement Steel
    - v. Testing of Road Signages, Road Marking, etc.
- 3.4 The agency shall submit a comprehensive evaluation report of the works as per the following schedule:-
- (i) First Evaluation :- After 30% completion of each road.
  - (ii) Second Evaluation :- After 60% completion of each road.
  - (iii) Third Evaluation :- After 100% completion of each road.

The evaluation report submitted at each stage shall include the details of the material tests conducted by the agency before the start of every new construction activity, random material tests conducted during construction. The evaluation report shall be prepared in detail with the photographic evidence of the tests conducted and the test report and results included. The test results shall be duly signed by the Quality Control Engineer deployed by the agency and shall be submitted to the Employer regularly. The evaluation report submitted at each stage shall include the recommendations on the required changes in the construction material and/or the construction activity based on the findings of the quality audit.

- 3.5 The team leader deployed by the agency shall be responsible for ascertaining the progress of these works from the concerning BRIDCUL Unit and shall prepare the site visit plan, quality audit/assurance plan accordingly. The site visits of the key personnel engaged by the agency shall be planned in accordance with the progress of works and before the start of any new construction activity in the project.
- 3.6 The agency shall be responsible for conducting quality control testing independently at site or in their laboratory and verify if the quality of the construction materials

being used are consistent with contract conditions as well as technical specifications and to identify and recommend improvements to achieve the quality.

- 3.7 The Agency shall conduct the tests/sampling of material as per relevant IS codes. **The agency will have to establish a site office near the site of work.** The samples for testing shall be collected from the site of work in the presence of the designated representative of the client. The collection of samples for testing shall be done in duplicate with sample being sealed in the presence of the representatives of both parties and one sample shall be kept in the custody of the client's representative. **In case of any dispute related to the quality of the work or the test results, the second sample kept in custody of the Client's representative shall be tested in presence of the representatives of both parties and the test results thus obtained shall be considered final.**
- 3.8 The Agency shall undertake follow-up visits within one week (7 days) of submission of stage evaluation report with prior intimation to the Employer. The agency shall verify actual compliance with previously identified quality enhancement measures and recommendations.
- 3.9 The agency shall inform the Employer about its proposed site visits well in time and the Employer will facilitate such a visit/technical examination and provide relevant records viz. DPR's, drawings etc. to the agency.
- 3.10 The agency shall be responsible for making all arrangements for transport, accommodation etc. for their site visits and the Employer will not be responsible for making any such arrangement.
- 3.11 The agency shall not sublet any work to any external agency.

#### **4. SCHEDULE OF DELIVERABLES :-**

The Agency/ firm will commence the services immediately after the signing of Agreement. The agency shall submit the following reports duly signed by the Team Leader as per the frequency and number of copies prescribed, to the Employer:

| S. No. | Type of Report   | Description in the Report                                                                                                                                                                                                                                                                                                                                                              | Delivery Schedule                    | Number of Copies       |
|--------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------|
| 1      | Inception Report | Status of progress of the sub project, details of the construction agencies and its staff, details of BRIDCUL Unit and supervisory staff, location and climatic conditions of the project site, status/ availability of construction material at site and the testing laboratory established by the contractor as well as testing facilities of the agency/ firm (NABL accredited Lab) | Within 7 days of start of assignment | 3 hard copies and 1 CD |

|   |                                   |                                                                                                                                                                 |                                                                                                        |                        |
|---|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|------------------------|
| 2 | Works Evaluation Manual           | Details of type of tests to be conducted on the materials and their frequency and the method of quality audit to be adopted for the completed works             | Within 7 days of the start of the assignment                                                           | 3 hard copies and 1 CD |
| 3 | 1 <sup>st</sup> Evaluation Report | Details of the material tests conducted by the agency before the start of every new construction activity, random material tests conducted during construction. | Within 7 days of 30% completion of each sub project (shall be prepared separate for each sub project)  | 3 hard copies and 1 CD |
| 4 | 2 <sup>nd</sup> Evaluation Report | -do-                                                                                                                                                            | Within 7 days of 60% completion of each sub project (shall be prepared separate for each sub project)  | 3 hard copies and 1 CD |
| 5 | 3 <sup>rd</sup> Evaluation Report | -do-                                                                                                                                                            | Within 7 days of 100% completion of each sub project (shall be prepared separate for each sub project) | 3 hard copies and 1 CD |
| 6 | Final Report                      | Detail of overall quality of all the sub projects with recommendations for improvement.                                                                         | Within 15 days of completion of all sub projects                                                       | 3 hard copies and 1 CD |

**Note:**

- i) The test reports and results submitted by the agency shall include the following details:
  - a. Name of the work
  - b. Name of the concerned BRIDCUL Unit
  - c. Name of the construction agency
  - d. Contract Number
  - e. Estimated cost
  - f. Observations
  - g. Standard formats meeting the requirements of the relevant IS/IRC codes shall be used for test reports. The report should also mention the target values and tolerances (if any) as per the technical specifications.
  - h. Remedial measures in case the construction material does not conform to the technical specifications.
- ii) In case the report is found to be incomplete, vague, ambiguous or unsatisfactory, the Employer may prescribe for the additional visits, for which no additional payment shall be made.

## **5. KEY PERSONNEL**

The agency shall deploy the Key personnel as mentioned below:-

| <b>S. No.</b> | <b>KEY PERSONNEL</b>                     | <b>Total Required Number of Key Personnel</b> |
|---------------|------------------------------------------|-----------------------------------------------|
| 1             | Team Leader cum Senior Material Engineer | 1                                             |
| 2             | Quality Assurance Engineer *             | 2                                             |
| 3             | Quality Control Engineer *               | 2                                             |

**\* The number of key personnel is to be filled by Project Manager, of concerned BRIDCUL Unit. As per Project Requirement.**

**Note:** Agencies have to provide a certificate that all the key personnel as envisaged in the Contract Agreement have been actually deployed in the projects. They have to furnish the certificate at the time of submission of their bills to concerned BRIDCUL Unit.

### **Qualification and Experience Requirement of Key Personnel**

#### **TEAM LEADER cum SENIOR MATERIAL ENGINEER**

|              |                                                                                       |                                                               |
|--------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------|
| <b>(i)</b>   | <b>Educational Qualification</b>                                                      |                                                               |
|              | Essential                                                                             | Graduate in Civil Engineering or equivalent                   |
|              | Desirable                                                                             | Post-Graduate in Civil Engineering or equivalent              |
| <b>(ii)</b>  | <b>Essential Experience</b>                                                           |                                                               |
| a)           | Total Professional Experience                                                         | Minimum 15 years                                              |
| b)           | Experience in field of Material Testing                                               | Minimum 8 years                                               |
| c)           | Experience in similar capacity (Either as Team Leader or in Senior Material Engineer) | Minimum 2 projects                                            |
| <b>(iii)</b> | <b>Age Limit</b>                                                                      | <b>Maximum 65 years on the date of submission of proposal</b> |

**QUALITY ASSURANCE ENGINEER**

|              |                                                                |                                                               |
|--------------|----------------------------------------------------------------|---------------------------------------------------------------|
| <b>(i)</b>   | <b>Educational Qualification</b>                               |                                                               |
|              | Essential                                                      | Graduate in Civil Engineering or equivalent                   |
|              | <b>Desirable</b>                                               | <b>Post-Graduate in Civil Engineering or equivalent</b>       |
| <b>(ii)</b>  | <b>Essential Experience</b>                                    |                                                               |
| a)           | Total Professional Experience                                  | Minimum 6 years                                               |
| b)           | Experience in field of Material Testing                        | Minimum 3 years                                               |
| c)           | Experience in similar capacity (as Quality Assurance Engineer) | Minimum 2 projects                                            |
| <b>(iii)</b> | <b>Age Limit</b>                                               | <b>Maximum 50 years on the date of submission of proposal</b> |



### **QUALITY CONTROL ENGINEER**

|              |                                                                |                                                               |
|--------------|----------------------------------------------------------------|---------------------------------------------------------------|
| <b>(i)</b>   | <b>Educational Qualification</b>                               |                                                               |
|              | Essential                                                      | <b>Graduate</b> in Civil Engineering or equivalent            |
|              | <b>Desirable</b>                                               | <b>Post-Graduate in Civil Engineering or equivalent</b>       |
| <b>(ii)</b>  | <b>Essential Experience</b>                                    |                                                               |
| a)           | Total Professional Experience                                  | Minimum 3 years                                               |
| b)           | Experience in field of Material Testing                        | Minimum 2 years                                               |
| c)           | Experience in similar capacity (as Quality Assurance Engineer) | Minimum 2 projects                                            |
| <b>(iii)</b> | <b>Age Limit</b>                                               | <b>Maximum 50 years on the date of submission of proposal</b> |

**OR**

|              |                                                                |                                                               |
|--------------|----------------------------------------------------------------|---------------------------------------------------------------|
| <b>(i)</b>   | <b>Educational Qualification</b>                               |                                                               |
|              | Essential                                                      | <b>Diploma</b> in Civil Engineering or equivalent             |
|              | <b>Desirable</b>                                               | <b>Post-Graduate in Civil Engineering or equivalent</b>       |
| <b>(ii)</b>  | <b>Essential Experience</b>                                    |                                                               |
| a)           | Total Professional Experience                                  | Minimum 5 years                                               |
| b)           | Experience in field of Material Testing                        | Minimum 3 years                                               |
| c)           | Experience in similar capacity (as Quality Assurance Engineer) | Minimum 2 projects                                            |
| <b>(iii)</b> | <b>Age Limit</b>                                               | <b>Maximum 50 years on the date of submission of proposal</b> |

**Form-E1****FIRM'S REFERENCES**

Relevant Similar Services carried out in the Last Ten Years  
Which Best Illustrate Qualifications

The following information should be provided in the format below for each reference assignment for which the agency/ firm, individually as a corporate entity was legally contracted by the Employer:

|                                                              |                                   |                                                  |
|--------------------------------------------------------------|-----------------------------------|--------------------------------------------------|
| Assignment Name:                                             |                                   | Country:                                         |
| Location within Country :                                    |                                   | Professional Staff Provided by the agency/ firm: |
| Name of Employer :                                           |                                   | No. of Staff :                                   |
| Address :                                                    |                                   | No. of Staff Months :                            |
| Start Date<br>(Month / Year)                                 | Completion Date<br>(Month / Year) | Approx. Value of<br>Services : (in INR) :        |
| Narrative Description of Project :                           |                                   |                                                  |
| Description of Actual Services Provided by the Agency/ Firm: |                                   |                                                  |

**Signature of Authorized Representative**

**\*Certificate from Employer regarding experience should be furnished.**

## APPENDIX-II

### Form- E2

#### Financial Capacity of the Applicant

Name of Applicant: \_\_\_\_\_

| Sl. No. | Financial Year | Annual Turnover<br>(Rupees in million) |
|---------|----------------|----------------------------------------|
| 1       | 2023-24        |                                        |
| 2       | 2022-23        |                                        |
| 3       | 2021-22        |                                        |

#### Certificate from the Statutory Auditor<sup>s</sup>

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

Name of the audit firm

Seal of the audit firm and Date

**(Signature, name and designation of the authorized signatory)**

<sup>s</sup>In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual account of the Applicant.

**Note:** Please do not attach any printed Annual Financial Statement.

## APPENDIX-II

### Form- E3

#### BANK GUARANTEE FORMAT FOR BID SECURITY (NA)

(To be stamped in accordance with Stamp Act if any, of the country of issuing bank)

Ref.: Tender No. \_\_\_\_\_, dated \_\_\_\_\_

Bank Guarantee:

Date:

WHEREAS, \_\_\_\_\_ (Name of Bidder) (hereinafter called "the bidder") has submitted his bid dated \_\_\_\_\_ (date) for the Tender No. \_\_\_\_\_, dated \_\_\_\_\_ (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We, \_\_\_\_\_ [Name of Bank] of \_\_\_\_\_ [Name of Country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ [Name of Employer] (hereinafter called "the Employer") in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Lakhs Only) for which payment will and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or
2. If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity,
  - a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - b. fails or refuses to furnish the Performance Security, in accordance with the letter of invitation, we undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 75 (seventy five) days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) and the guarantee shall remain valid till \_\_\_\_\_.

Unless a claim or a demand in writing is made upon us on or before \_\_\_\_\_ all our liability under this guarantee shall cease.

DATE \_\_\_\_\_

SIGNATURE OF THE BANK \_\_\_\_\_

SEAL OF THE BANK \_\_\_\_\_

SIGNATURE OF THE WITNESS \_\_\_\_\_

Name and Address of the Witness \_\_\_\_\_

The bank guarantee shall be issued by a bank (Nationalized/Scheduled/Commercial Scheduledbanks ) located in India.

**APPENDIX - III**

**(Form-T1)**

**TECHNICAL PROPOSAL**

FROM:

TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sir:

**Subject:** Concurrent Evaluation of Construction Works under CRIF Scheme to State for Capital Expenditure in Uttarakhand in the District of \_\_\_\_\_ in the State of Uttarakhand

**Regarding Technical Proposal**

I/We \_\_\_\_\_ Bidder herewith enclose Technical Proposal for selection of my/our firm/organization as Bidder for \_\_\_\_\_.

Yours faithfully,

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

**(Authorized Representative)**

**APPENDIX - III**

**Form- T2**

**Composition of the Team Personnel and the Task assigned to each Team Member**

---

**I. Technical/Managerial Staff**

| <b>S.No.</b> | <b>Name</b> | <b>Position</b> | <b>Task Assignment</b> |
|--------------|-------------|-----------------|------------------------|
| 1.           |             |                 |                        |
| 2.           |             |                 |                        |
| 3.           |             |                 |                        |
| 4.           |             |                 |                        |
|              |             |                 |                        |
|              |             |                 |                        |
|              |             |                 |                        |

**II. Support Staff**

| <b>S.No.</b> | <b>Name</b> | <b>Position</b> | <b>Task Assignment</b> |
|--------------|-------------|-----------------|------------------------|
| 1.           |             |                 |                        |
| 2.           |             |                 |                        |
| 3.           |             |                 |                        |
| 4.           |             |                 |                        |
| ....         |             |                 |                        |
| ....         |             |                 |                        |
| ....         |             |                 |                        |
|              |             |                 |                        |

**Form- T3**

**METHODOLOGYPROPOSED FOR PERFORMING THE ASSIGNMENT**

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

- 1) Composition of the team
- 2) Methodology for services, surveying, data collection and analysis
- 3) Testing Facility available with the firm for performing the assignment

**APPENDIX - III**

**Form- T4**

**Details of Lab Equipment**

| <b>S. No.</b> | <b>Name of Testing Equipment</b> | <b>Date of Purchase of the Equipment</b> | <b>Date of Last Calibration</b> |
|---------------|----------------------------------|------------------------------------------|---------------------------------|
|               |                                  |                                          |                                 |
|               |                                  |                                          |                                 |
|               |                                  |                                          |                                 |
|               |                                  |                                          |                                 |
|               |                                  |                                          |                                 |

**Note:** Submit the Calibration Certificate of all the mentioned equipment.



## **APPENDIX - III**

### **Form- T5**

#### **Format of Curriculum Vitae (CV) For Proposed Key Staff**

**1 Proposed Position:**

**2 Name of Staff:**

**3. Date of Birth :** \_\_\_\_\_ **(Please furnish Aadhaar Card)**

**4. Nationality:**

**5. Educational Qualification:**

*(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained). (Please furnish proof of qualification)*

**6. Contact Address with Phone and mobile numbers:**

**7. Membership of Professional Societies:** \_\_\_\_\_

**8. Publication:**

*(List of details of major technical reports/papers published in recognized national and international journals)*

**9. Employment Record:**

*(Starting with present position, list in reversed order, and every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held, location of assignment, name of assignment, period of assignment, name of Employers, total length of road, span of bridge, breakup of road/ bridge in plain/rolling/hilly terrain for each assignment, details of work/activities performed. For experience **period of specific assignment must be clearly mentioned**, also give Employer references, where appropriate).*

**10. Summary of the CV:**

*(Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV).*

**11. Permanent Employment with the Firm (Yes/No):**

If yes, how many years:

***(Furnish pay slip of the key personnel from the firm)***

If no, what is the employment:

**(Arrangement with the firm?)**

Photo

**Certification:**

- 1 *I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of this assignment on the project.*
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes me, my qualification and my experience.

**Signature of the Candidate** \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

**Signature of the Authorized Representative of the firm** \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

**Note:** Each page of the CV shall be signed in **blue ink** by both the staff member and the Authorized Representative of the firm. Photocopies or scanned copies will not be considered for evaluation.

**(Form-F1)**

**FINANCIAL PROPOSALS**

FROM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sir:

**Subject:** Concurrent Evaluation of Construction Works under CRIF Scheme to State for  
Capital Expenditure in Uttarakhand in the District of  
\_\_\_\_\_ in the State of Uttarakhand

**Regarding Price Proposal**

I/We \_\_\_\_\_ Bidder herewith enclose \*Price Proposal  
for selection of my/our firm/organization as Bidder for \_\_\_\_\_.

Yours faithfully,

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

**(Authorized Representative)**

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

**(Form-F2)**

**Format of Financial Proposal**

| <b>S. No.</b> | <b>Total Length of Roads as mentioned in Annexure-I (in kms.)</b> | <b>Per km Rate Quoted (in Rs. / km) (excluding GST)</b> | <b>Total Amount (in Rs.) (excluding GST)</b> |
|---------------|-------------------------------------------------------------------|---------------------------------------------------------|----------------------------------------------|
| <b>(1)</b>    | <b>(2)</b>                                                        | <b>(3)</b>                                              | <b>(4) = (2)*(3)</b>                         |
|               |                                                                   |                                                         |                                              |

**TOTAL CONTRACT AMOUNT(excluding GST) –Rs. \_\_\_\_\_**

**TOTAL CONTRACT AMOUNT  
(including GST& other taxes if applicable) –Rs. \_\_\_\_\_**

**Note: The Bidder must consider Cost of testing, Site office establishment, Deployment of Key personnel, Transportation and other miscellaneous charges while quoting the per km Rate for the works.**

**DETAILED TECHNICAL EVALUATION CRITERIA**

**Evaluation Criteria & Point system for evaluation of Technical Proposals**

The number of points assigned to each of the evaluation criteria is:

| <b>S. No.</b> | <b>Description</b>                                                                             | <b>Marks</b> |
|---------------|------------------------------------------------------------------------------------------------|--------------|
| 1             | Company Profile and Specific Experience of the firm related to the assignment in last 10 years | 40           |
| 2             | Qualifications and competence of the key staff for the assignment                              | 60           |
|               | <b>Total</b>                                                                                   | <b>100</b>   |

Further break-up of each criterion has been detailed out below:

**APPENDIX – V (continued)**

(A) Profile and Specific Experience of the firm related to the assignment in last 10 years  
(Total 40 Marks):

| S. No.   | Description                                                                                                 |          | Maximum Marks |
|----------|-------------------------------------------------------------------------------------------------------------|----------|---------------|
| <b>1</b> | <b>Overall Experience of the firm</b>                                                                       |          | <b>10</b>     |
| 1.1      | <5 years                                                                                                    | 0 mark   |               |
| 1.2      | >5 to 6 years                                                                                               | 2 marks  |               |
| 1.3      | >6 to 7 years                                                                                               | 4 marks  |               |
| 1.4      | >7 to 8 years                                                                                               | 6 marks  |               |
| 1.5      | >8 to 10 years                                                                                              | 8 marks  |               |
| 1.6      | >10 years                                                                                                   | 10 marks |               |
| <b>2</b> | <b>Experience of working with State Government Departments/Enterprises in a project of similar nature</b>   |          | <b>10</b>     |
| 2.1      | <3 projects                                                                                                 | 0 mark   |               |
| 2.2      | 3 projects                                                                                                  | 2 marks  |               |
| 2.3      | 4 to 6 projects                                                                                             | 4 marks  |               |
| 2.4      | 7 to 9 projects                                                                                             | 6 marks  |               |
| 2.5      | 10 to 12 projects                                                                                           | 8 marks  |               |
| 2.6      | >12 projects                                                                                                | 10 marks |               |
| <b>3</b> | <b>Experience of working with Central Government Departments/Enterprises in a project of similar nature</b> |          | <b>10</b>     |
| 3.1      | 1 project                                                                                                   | 2 marks  |               |
| 3.2      | 2 projects                                                                                                  | 4 marks  |               |
| 3.3      | 3 projects                                                                                                  | 6 marks  |               |
| 3.4      | 4 projects                                                                                                  | 8 marks  |               |
| 3.5      | ≥ 5 projects                                                                                                | 10 marks |               |
| <b>4</b> | <b>Lab Setup within the State of Uttarakhand:</b>                                                           |          | <b>5</b>      |
| 4.1      | Within Uttarakhand State                                                                                    | 5 marks  |               |
| 4.2      | Out of Uttarakhand State                                                                                    | 0 mark   |               |
| <b>5</b> | <b>Specific Experience of similar works in terms of turnover for the last 3 years (in INR)</b>              |          | <b>5</b>      |
| 5.1      | <5 Lakhs                                                                                                    | 0 mark   |               |
| 5.2      | 5 to 6 Lakhs                                                                                                | 1 mark   |               |
| 5.3      | ≥ 6 to 8 Lakhs                                                                                              | 2 marks  |               |
| 5.4      | ≥ 8 to 10 Lakhs                                                                                             | 3 marks  |               |
| 5.5      | ≥10 to 15 Lakhs                                                                                             | 4 marks  |               |
| 5.6      | ≥ 15 Lakhs                                                                                                  | 5 marks  |               |
|          | <b>Total</b>                                                                                                |          | <b>40</b>     |

**APPENDIX – V (continued)**

**(B) Sub-criteria for Qualifications and competence of the key staff for the Assignment**

**The weightage for various key personnel (Total 60 Marks):**

| <b>S. No.</b> | <b>KEY PERSONNEL</b>                     | <b>Marks</b> |
|---------------|------------------------------------------|--------------|
| 1             | Team Leader cum Senior Material Engineer | 30           |
| 2             | Quality Assurance Engineer               | 20           |
| 3             | Quality Control Engineer                 | 10           |
|               | <b>Total</b>                             | <b>60</b>    |

**Sub-criteria for qualification of key personnel is as mentioned below:** Each Key Personnel will be initially evaluated for 100 marks and final marks of each key personnel will be calculated as per the weightage given in the above Table.

**TEAM LEADER cum SENIOR MATERIAL ENGINEER**

| <b>S. No.</b> | <b>Description</b>                                                                         |               | <b>Max. Marks</b> |
|---------------|--------------------------------------------------------------------------------------------|---------------|-------------------|
| <b>I</b>      | <b>General Qualification</b>                                                               |               |                   |
| (i)           | Degree in Civil Engineering or equivalent                                                  |               | <b>15</b>         |
| (ii)          | Post-Graduation in Civil Engineering or equivalent                                         |               | <b>15</b>         |
| <b>II</b>     | <b>Relevant Experience &amp; Adequacy for the Project</b>                                  |               |                   |
| (a)           | <b>Total Professional Experience</b>                                                       |               |                   |
|               | < 15 years                                                                                 | 0 marks       | <b>20</b>         |
|               | 15-20 years                                                                                | 15 marks      |                   |
|               | > 20-25 years                                                                              | 18 marks      |                   |
|               | > 25 years                                                                                 | 20 marks      |                   |
| (b)           | <b>Experience in Material Testing:</b>                                                     |               |                   |
|               | < 8 years                                                                                  | 0 marks       | <b>20</b>         |
|               | 8-10 years                                                                                 | 12 marks      |                   |
|               | > 10 -15 years                                                                             | 16 marks      |                   |
|               | > 15 years                                                                                 | 20 marks      |                   |
| (c)           | <b>Experience in Similar Capacity (Either as Team Leader or Senior Material Engineer):</b> |               |                   |
|               | < 2 Projects                                                                               | 0 marks       | <b>25</b>         |
|               | 2 - 3 Projects                                                                             | 15 - 18 marks |                   |
|               | 4 - 5 Projects                                                                             | 20 - 23 marks |                   |
|               | > 5 Projects                                                                               | 25 marks      |                   |
| <b>III</b>    | <b>Employment with Firm</b>                                                                |               |                   |
|               | Less than 1 Year                                                                           | 0 mark        | <b>5</b>          |
|               | 1 – 2 years                                                                                | 3-4 marks     |                   |
|               | More than 2 years                                                                          | 5 marks       |                   |
|               | <b>Total</b>                                                                               |               | <b>100</b>        |

**APPENDIX – V (continued)**

**QUALITY ASSURANCE ENGINEER**

| <b>S. No.</b> | <b>Description</b>                                                   |               | <b>Max. Marks</b> |
|---------------|----------------------------------------------------------------------|---------------|-------------------|
| <b>I</b>      | <b>General Qualification</b>                                         |               |                   |
| <b>(i)</b>    | Degree in Civil Engineering or equivalent                            |               | <b>15</b>         |
| <b>(ii)</b>   | Post-Graduation in Civil Engineering or equivalent                   |               | <b>15</b>         |
| <b>II</b>     | <b>Relevant Experience &amp; Adequacy for the Project</b>            |               |                   |
| <b>(a)</b>    | <b>Total Professional Experience</b>                                 |               | <b>20</b>         |
|               | < 6 years                                                            | 0 marks       |                   |
|               | 6-10 years                                                           | 15 marks      |                   |
|               | > 10-15 years                                                        | 18 marks      |                   |
|               | > 15 years                                                           | 20 marks      |                   |
| <b>(b)</b>    | <b>Experience in Material Testing:</b>                               |               | <b>20</b>         |
|               | < 3 years                                                            | 0 marks       |                   |
|               | 3-5 years                                                            | 12 marks      |                   |
|               | > 5 -10 years                                                        | 16 marks      |                   |
|               | > 10 years                                                           | 20 marks      |                   |
| <b>(c)</b>    | <b>Experience as Quality Assurance Engineer or Similar Capacity:</b> |               | <b>25</b>         |
|               | < 2 Projects                                                         | 0 marks       |                   |
|               | 2 - 3 Projects                                                       | 15 - 18 marks |                   |
|               | 4 - 5 Projects                                                       | 20 - 23 marks |                   |
|               | > 5 Projects                                                         | 25 marks      |                   |
| <b>III</b>    | <b>Employment with Firm</b>                                          |               | <b>5</b>          |
|               | Less than 1 Year                                                     | 0 mark        |                   |
|               | 1 – 2 years                                                          | 3-4 marks     |                   |
|               | More than 2 years                                                    | 5 marks       |                   |
|               | <b>Total</b>                                                         |               | <b>100</b>        |



**APPENDIX – V (continued)**

**QUALITY CONTROL ENGINEER (if key personnel is Graduate)**

| <b>S. No.</b> | <b>Description</b>                                                 |               | <b>Max. Marks</b> |
|---------------|--------------------------------------------------------------------|---------------|-------------------|
| <b>I</b>      | <b>General Qualification</b>                                       |               |                   |
| <b>(i)</b>    | Degree in Civil Engineering or equivalent                          |               | <b>15</b>         |
| <b>(ii)</b>   | Post-Graduation in Civil Engineering or equivalent                 |               | <b>15</b>         |
| <b>II</b>     | <b>Relevant Experience &amp; Adequacy for the Project</b>          |               |                   |
| <b>(a)</b>    | <b>Total Professional Experience</b>                               |               | <b>20</b>         |
|               | < 3 years                                                          | 0 marks       |                   |
|               | 3-5 years                                                          | 15 marks      |                   |
|               | > 5-10 years                                                       | 18 marks      |                   |
|               | > 10 years                                                         | 20 marks      |                   |
| <b>(b)</b>    | <b>Experience in Material Testing:</b>                             |               | <b>20</b>         |
|               | < 2 years                                                          | 0 marks       |                   |
|               | 2-3 years                                                          | 12 marks      |                   |
|               | > 3 -5 years                                                       | 16 marks      |                   |
|               | > 5 years                                                          | 20 marks      |                   |
| <b>(c)</b>    | <b>Experience as Quality Control Engineer or Similar Capacity:</b> |               | <b>25</b>         |
|               | < 2 Projects                                                       | 0 marks       |                   |
|               | 2 - 3 Projects                                                     | 15 - 18 marks |                   |
|               | 4 - 5 Projects                                                     | 20 - 23 marks |                   |
|               | > 5 Projects                                                       | 25 marks      |                   |
| <b>III</b>    | <b>Employment with Firm</b>                                        |               | <b>5</b>          |
|               | Less than 1 Year                                                   | 0 mark        |                   |
|               | 1 – 2 years                                                        | 3-4 marks     |                   |
|               | More than 2 years                                                  | 5 marks       |                   |
|               | <b>Total</b>                                                       |               | <b>100</b>        |

**OR**

**APPENDIX – V (continued)****QUALITY CONTROL ENGINEER (if key personnel is Diploma Holder)**

| <b>S. No.</b> | <b>Description</b>                                                 |               | <b>Max. Marks</b> |
|---------------|--------------------------------------------------------------------|---------------|-------------------|
| <b>I</b>      | <b>General Qualification</b>                                       |               |                   |
| <b>(i)</b>    | Diploma in Civil Engineering or equivalent                         |               | <b>15</b>         |
| <b>(ii)</b>   | Post-Graduation in Civil Engineering or equivalent                 |               | <b>15</b>         |
| <b>II</b>     | <b>Relevant Experience &amp; Adequacy for the Project</b>          |               |                   |
| <b>(a)</b>    | <b>Total Professional Experience</b>                               |               | <b>20</b>         |
|               | < 5 years                                                          | 0 marks       |                   |
|               | 5-10 years                                                         | 15 marks      |                   |
|               | > 10-15 years                                                      | 18 marks      |                   |
|               | > 15 years                                                         | 20 marks      |                   |
| <b>(b)</b>    | <b>Experience in Material Testing:</b>                             |               | <b>20</b>         |
|               | < 3 years                                                          | 0 marks       |                   |
|               | 3-5 years                                                          | 12 marks      |                   |
|               | > 5 - 10 years                                                     | 16 marks      |                   |
|               | > 10 years                                                         | 20 marks      |                   |
| <b>(c)</b>    | <b>Experience as Quality Control Engineer or Similar Capacity:</b> |               | <b>25</b>         |
|               | < 2 Projects                                                       | 0 marks       |                   |
|               | 2 - 3 Projects                                                     | 15 - 18 marks |                   |
|               | 4 - 5 Projects                                                     | 20 - 23 marks |                   |
|               | > 5 Projects                                                       | 25 marks      |                   |
| <b>III</b>    | <b>Employment with Firm</b>                                        |               | <b>5</b>          |
|               | Less than 1 Year                                                   | 0 mark        |                   |
|               | 1 – 2 years                                                        | 3-4 marks     |                   |
|               | More than 2 years                                                  | 5 marks       |                   |
|               | <b>Total</b>                                                       |               | <b>100</b>        |

Contract No. ....

**DRAFT**  
**CONTRACT AGREEMENT**

**Between**

**BRIDCUL (Bridge, Ropeway, Tunnel and other infrastructure  
development corporation of Uttarakhand limited)**

**And**

**M/s.....**

**For**

**Improvement/Strengthening Road Safety in Birahi-Gauna Motor  
Road (Length 13 KM) Under CRIF Distt. Pauri Garhwal.**

**Month ....., Year .....**

## **CONTENTS**

| <b>S. No.</b> | <b>Description</b>                                                        | <b>Page No.</b> |
|---------------|---------------------------------------------------------------------------|-----------------|
| <b>I</b>      | <b>CONTRACT FOR AGENCY’S SERVICES</b>                                     |                 |
| <b>II</b>     | <b>GENERAL CONDITIONS OF CONTRACT</b>                                     |                 |
| <b>1.</b>     | <b>General Provisions</b>                                                 |                 |
| 1.1           | Definitions                                                               |                 |
| 1.2           | Relation between the Parties                                              |                 |
| 1.3           | Law Governing the Contract                                                |                 |
| 1.4           | Language                                                                  |                 |
| 1.5           | Headings                                                                  |                 |
| 1.6           | Notices                                                                   |                 |
| 1.7           | Location                                                                  |                 |
| 1.8           | Authorized Representatives                                                |                 |
| 1.9           | Taxes and Duties                                                          |                 |
| <b>2.</b>     | <b>Commencement, Completion, Modification and Termination of Contract</b> |                 |
| 2.1           | Effectiveness of Contract                                                 |                 |
| 2.2           | Termination of Contract for Failure to Become Effective                   |                 |
| 2.3           | Commencement of Services                                                  |                 |
| 2.4           | Expiration of Contract                                                    |                 |
| 2.5           | Entire Agreement                                                          |                 |
| 2.6           | Modification                                                              |                 |
| 2.7           | Force Majeure                                                             |                 |
| 2.7.1         | Definition                                                                |                 |
| 2.7.2         | No Breach of Contract                                                     |                 |
| 2.7.3         | Measures to be Taken                                                      |                 |
| 2.7.4         | Extension of Time                                                         |                 |
| 2.7.5         | Consultation                                                              |                 |
| 2.8           | Suspension                                                                |                 |
| 2.9           | Termination                                                               |                 |
| 2.9.1         | By the Employer                                                           |                 |
| 2.9.2         | By the Agency                                                             |                 |
| 2.9.3         | Cessation of Rights and Obligations                                       |                 |
| 2.9.4         | Cessation of Services                                                     |                 |
| 2.9.5         | Disputes about Events of Termination                                      |                 |

- 3. Obligations of the Agency**
  - 3.1 General
    - 3.1.1 Standard of Performance
    - 3.1.2 Law Governing Services
  - 3.2 Conflict of Interests
    - 3.2.1 Agency shall not to Benefit from Commissions, discounts etc.
    - 3.2.2 Agency and Affiliates not to be otherwise interested in Project
    - 3.2.3 Prohibition of Conflicting Activities
  - 3.3 Confidentiality
  - 3.4 Liability of the Agency
  - 3.5 Insurance to be taken out by the Agency
  - 3.6 Accounting, Inspection and Auditing
  - 3.7 Agency's Actions requiring Employer's prior Approval
  - 3.8 Reporting Obligations
  - 3.9 Documents prepared by the Agency to be the Property of the Employer
  - 3.10 Equipment and Materials furnished by the Employer
- 4. Agency's Personnel**
  - 4.1 General
  - 4.2 Description of Personnel
  - 4.3 Approval of Personnel
  - 4.4 Overtime, Leave etc.
  - 4.5 Removal and/or Replacement of Personnel
- 5. Obligations of the Employer**
  - 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 Employer
  - 5.5 Payment
- 6. Payment to the Agency**
  - 6.1 Cost Estimates; Ceiling Amount
  - 6.2 Currency of Payment
  - 6.3 Mode of Billing and Payment
- 7. Responsibility for accuracy of the project document**
  - 7.1 General
  - 7.2 Retention money
  - 7.3 Penalty

- 7.4 Action for deficiency in services
- 8. Fairness and Good Faith**
  - 8.1 Good Faith
  - 8.2 Operation of the Contract
- 9. Settlement of Disputes**
  - 9.1 Amicable Settlement
  - 9.2 Dispute Settlement
- 10. Change of Scope**
- III. SPECIAL CONDITIONS OF CONTRACT**
- IV. APPENDICES**

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements

Appendix B: Agency's Key Personnel and Sub Professional Personnel Details, Task assignment, work programme, qualification requirements of key personnel, schedule for submission of various reports.

Appendix C: Cost Estimate

Appendix D: Copy of letter of invitation

Appendix E: Copy of letter of acceptance

Appendix F: Copy of Bank Guarantee for Performance Security

## **DRAFT CONTRACT FOR AGENCY’S SERVICES**

## CONTRACT FOR AGENCY'S SERVICES

### Improvement/Strengthening Road Safety in Birahi-Gauna Motor Road (Length 13 KM) Under CRIF Distt. Pauri Garhwal.

Contract No. \_\_\_\_\_ dated \_\_\_\_\_

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_\_ day of the month of \_\_\_\_\_ 202\_\_, between, on the one hand, Project Manager, BRIDCUL Unit-Dehradun Government of Uttarakhand (hereinafter called the "Employer") and, on the other hand, M/s \_\_\_\_\_ (hereinafter called the "Agency") for Rs. \_\_\_\_\_ (Rupees in words) (**Contract Amount excluding GST**).

#### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

- 1 The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (hereinafter called "GC");
  - (b) The Special Conditions of Contract (hereinafter called "SC");
  - (c) The following Appendices:
    - Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements
    - Appendix B: Agency's Key Personnel and Sub Professional Personnel Details, Task assignment, work programme, qualification requirements of key personnel, schedule for submission of various reports.
    - Appendix C: Cost Estimate
    - Appendix D: Copy of letter of invitation
    - Appendix E: Copy of letter of acceptance
    - Appendix F: Copy of Bank Guarantee for Performance Security
2. The mutual rights and obligations of the Employer and the Agency shall be as set forth in the Contract; in particular:



- (a) The Agency shall carry out the Services in accordance with the provisions of the Contract; and
- (b) Employer shall make payments to the Agency 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  
(Bridcul, Unit Dehradun Uttarakhand)**

**Witness**

**1      Signature:**  
**Name:**  
**Address:**

**By**  
**Authorized Representative**

**2      Signature:**  
**Name:**  
**Address:**

**FOR AND ON BEHALF OF  
(Agency)**

**Witness**

**1      Signature:**  
**Name:**  
**Address:**

**By**  
**Authorized Representative**

**2      Signature:**  
**Name:**  
**Address:**

## **GENERAL CONDITIONS OF CONTRACT**

**GENERAL CONDITIONS OF CONTRACT**

## **1. GENERAL PROVISIONS**

### **1.1 Definitions**

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of Uttarakhand;
- (g) “Local currency” means the currency of the Government;
- (j) “Personnel” means persons hired by the Agency as employees and assigned to the performance of the Services or any part thereof;
- (k) “Party” means the Employer or the Agency, as the case may be, and Parties means both of them;
- (l) “Services” means the work to be performed by the Agency pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
- (m) “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (n) “Third Party” means any person or entity other than the Government, the Employer, the Agency.

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

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

### **1.3 Governing Law and Jurisdiction**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and the Courts at Uttarakhand shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

### **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 Table of Contents and Headings**

The tables of contents, headings or sub-headings in this agreement are for convenience for reference only and shall not be used in, and shall not limit, alter or affect the construction and interpretation 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, facsimile or e-mail to such Party at the address specified in the SC.*

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

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

**1.7 Location**

The Services shall be performed at such locations as specified in **Letter of Acceptance (Appendix-E)** hereto and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.

**1.8 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Agency may be taken or executed by the officials specified in the SC.

**1.9 Taxes and Duties**

Unless otherwise specified in the SC, the Agency shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date of the Employer's notice to the Agency instructing the Agency to begin their 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 fifteen (15) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

### **2.3 Commencement of Services**

The Agency shall begin carrying out the Services from the Effective Date as specified in the SC.

### **2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

### **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 forth herein.

### **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.

### **2.7 Force Majeure**

#### **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 government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this 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 required hereunder.

#### **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 insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

#### **2.7.3 Measures to be Taken**

- (a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to 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 seven (7) 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 Force Majeure.

#### **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.

#### **2.7.5 Consultation**

Not later than ten (10) days after the Agency, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties (i.e. the Employer and the Agency) shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### **2.8 Suspension**

The Employer may, by written notice of suspension, suspend all payments to the Agency hereunder if the Agency 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 Agency to remedy such failure within a period not exceeding seven (7) days after receipt by the Agency of such notice of suspension.

### **2.9 Termination**

#### **2.9.1 By the Employer**

The Employer may, by not less than fifteen (15) days written notice of termination to the Agency (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than thirty (30) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause in support of termination of this Contract:

- (a) if the Agency fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within seven (7) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing;
- (b) if the Agency become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Agency fails to comply with any final decision reached as a result of arbitration

proceedings pursuant to Clause 9 hereof;

- (d) if the Agency submits to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Agency knows to be false;
- (e) if, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for at least a period of not less than thirty (30) days; or
- (f) if the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

#### **2.9.2 By the Agency**

The Agency may, by not less than fifteen (15) days written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause, terminate this Contract:

- (a) if the Employer fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause 9 hereof within forty-five(45) days after receiving written notice from the Agency that such payment is overdue;
- (b) if the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by the Employer of the Agency notice specifying such breach;
- (c) if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (d) if the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

#### **2.9.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

#### **2.9.4 Cessation of Services**

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

#### **2.9.5 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE AGENCY**

#### **3.1 General**

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

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

##### **3.1.2 Law Governing Services**

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

#### **3.2 Conflict of Interests**

##### **3.2.1 Agency shall not to benefit from Commissions, Discounts, etc.**

The Agency 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 Agency shall use their best efforts to ensure that any Personnel, similarly shall not receive any such additional remuneration.

##### **3.2.2 Agency and Affiliates not to be otherwise interested in Project**

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

##### **3.2.3 Prohibition of Conflicting Activities**

Neither the Agency nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

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



### **3.3 Confidentiality**

The Agency and the Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relation to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.

### **3.4 Liability of the Agency**

Subject to additional provisions, if any, set forth in the SC, the Agency will remain liable to the Employer for their project delivery to the Employer. The Agency's liability under this Contract shall be governed by the Applicable Law.

### **3.5 Insurance to be taken out by the Agency**

The Agency (i) shall take out and maintain, at their own cost but on terms and conditions approved by the Employer, liability insurance against the risks, and for the coverage, as shall be specified in the Special Conditions (SC), and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been takenout and maintained and that the current premiums therefore have been paid.

### **3.6 Accounting, Inspection and Auditing**

The Agency (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Agency's costs and charges), and (ii) shall permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contact, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.

### **3.7 Agency's Actions requiring Employer's prior Approval**

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

- (a) appointing such members of the Personnel as are listed in Appendix B;
- (b) any other action that may be specified in the SC.

### **3.8 Reporting Obligations**

The Agency shall submit to the Employer the reports and documents specified in **Appendix A/Chereto**, in the form, in the numbers and within the time periods set forth in the said Appendix.

### **3.9 Documents prepared by the Agency shall become the Property of the Employer**

All reports and other documents prepared by the Agency in performing the Services shall become and remain the property of the Employer, and the Agency shall, upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory

thereof. The Agency may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the SC.

### **3.10 Equipment and Materials furnished by the Employer**

Equipment and materials made available to the Agency by the Employer, or purchased by the Agency 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 Agency shall make available to the Employer an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions. While in possession of such equipment and materials, the Agency, unless otherwise instructed by the Employer in writing, shall insure them in an amount equal to their full replacement value.

## **4. AGENCY'S PERSONNEL**

### **4.1 General**

The Agency shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

### **4.2 Description of Personnel**

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Agency's Key Professional/ Sub Professional Personnel are described in Appendix B.
- (b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key Professional/ Sub Professional Personnel set forth in Appendix B may be made by the Agency by written notice to the Employer, provided
  - (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and
  - (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6.1 (b) of this Contract. Any other such adjustments shall only be made with the Employer's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix B may be increased through mutual agreement in writing between the Employer and the Agency.

### **4.3 Approval of Personnel**

The Key Personnel listed by title as well as by name in Appendix B are hereby approved by the Employer. In respect of other sub professional Personnel which the Agency proposes to use in the carrying out of the Services, the Agency shall submit a copy of their biographical data. If the Employer does not object in writing (stating the reasons for the objection) within ten (10) calendar days from their date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Employer.

### **4.4 Overtime, Leave, etc.**

The Key Professional / Sub Professional Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, the Agency's remuneration shall be deemed to cover these items. Any taking of leave by Personnel shall be subject to the prior approval of the Employer by the Agency, who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

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

Removal and/or replacement of 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 Employer within 30 days of negotiations the key personnel can excuse themselves on valid grounds, e.g., selection on some other assignment, health problem developed after contract negotiation, 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 is ordered.
- 4.5.2 In case notice to commence services is given within 30 days of negotiations the replacement shall be as below:
  - a. Replacement of 1 key personnel: Replacement shall be by at least an equal or better scoring person. Reduction shall be @ 0.50 % of the total ceiling amount as specified in SC.
  - b. Replacement of 2 key personnel: Replacement shall be by at least an equal or better scoring person. Reduction shall be @ 1.00 % of the total ceiling amount as specified in SC.
  - c. Replacement of more than 2 key personnel: However in exceptional circumstances, where it becomes absolutely essential the Reduction shall be @ 2.00 % of the total ceiling amount as specified in SC. Replacement shall be by at least an equal or better scoring person. The Department may initiate action for termination/debarment of such Agency for future projects of BRIDCUL for a period of 12 months to 36 months depending upon the severity of case.
- 4.5.3 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 Agency shall, at the Employer's written request specifying the grounds therefore, forthwith provide replacement with qualifications and experience acceptable to Employer.
- 4.5.4 If the team leader or any other key personnel/ specialist considered pivotal to the project is replaced, the substitute may be interviewed by BRIDCUL to assess their merit and suitability in addition to the CV evaluation of the respective persons.
- 4.5.5 The CV should be signed by personnel and the agency in every page. If the CV is found incorrect at later date, the personnel accepted would be removed from the assignment and debarred from further BRIDCUL works for a period of two (2) years. If the same consulting firm submits incorrect information again second time, necessary action will be taken by BRIDCUL to blacklist the firm.

#### **5. OBLIGATION OF THE EMPLOYER**

##### **5.1 Assistance and Exemptions**

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

- (a) provide the Agency and Personnel with work permits and such other documents as shall be necessary to enable the Agency or Personnel to perform the Services;
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

## **5.2 Access to Land**

The Employer warrants that the Agency shall have, free of charge, unimpeded access to all land in the Government's State in respect of which access is required for the performance of the Services.

## **5.3 Change in the Applicable Law**

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, corresponding adjustments shall be made to the ceiling amounts specified in Clause 6.1(b).

## **5.4 Services, Facilities and Property of the Employer**

The Employer shall make available to the Agency and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property at the times, provided that if such services, facilities and property shall not be made available to the Agency as and when so specified, the Parties shall agree on (i) any time extension that may be appropriate to grant to the Agency for the performance of the Services, (ii) the manner in which the Agency shall procure any such services, facilities and property from other sources.

## **5.5 Payment**

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

# **6. PAYMENT TO THE AGENCY**

## **6.1 Cost Estimates ; Ceiling Amount**

- (a) An abstract/ summary of the cost of the Services payable in **local currency (Indian Rupees)** are set forth in **Appendix C**.
- (b) Except as may be otherwise agreed under Clause 2.6, the payments under this Contract shall not exceed the ceiling specified in the SC.

## **6.2 Currency of Payment**

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

## **6.3 Mode of Billing and Payment**

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

(a) **Payment Schedule**

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

| S. No. | Item                                                                                                          | Payment as %                                                                                              |
|--------|---------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| 1      | On submission of Inception Report                                                                             | <b>5% of the Total Contract Price of the Assignment</b>                                                   |
| 2      | On submission of Works Evaluation Manual                                                                      | <b>5% of the Total Contract Price of the Assignment</b>                                                   |
| 3      | On submission of 1 <sup>st</sup> Evaluation Report<br><b>(Road-Wise)</b><br><b>(As per Clause 3.4 of TOR)</b> | <b>15% of the Cost of Services related to Total length of a road</b><br>(Payment is to be made road-wise) |
| 4      | On submission of 2 <sup>nd</sup> Evaluation Report<br><b>(Road-Wise)</b><br><b>(As per Clause 3.4 of TOR)</b> | <b>20% of the Cost of Services related to Total length of a road</b><br>(Payment is to be made road-wise) |
| 5      | On submission of 3 <sup>rd</sup> Evaluation Report<br><b>(Road-Wise)</b><br><b>(As per Clause 3.4 of TOR)</b> | <b>25% of the Cost of Services related to Total length of a road</b><br>(Payment is to be made road-wise) |
| 6      | On submission of Final Report                                                                                 | <b>30% of the Total Contract Price of the Assignment</b>                                                  |
|        | <b>Total</b>                                                                                                  | <b>100 %</b>                                                                                              |

***Note:** Agency has to provide a certificate that all key personnel as envisaged in the Contract Agreement have been actually deployed in the project. They have to submit this certificate at the time of submission of bills to BRIDCUL from time to time.*

- (b) No payment shall become eligible for the next stage till the Agency completes to the satisfaction of the Employer the work pertaining to the preceding stage. Any adjustment in the payment to the Agency will be made in the final payment only.
- (c) The Employer shall cause the payment of the Agency in Para 6.3 (a) above as given in schedule of payment within thirty (30) days after the receipt by the Employer of bills. Interests at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Agency and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer unless the Employer, within sixty(60) day period, gives written notice to the Agency specifying in detailed deficiencies in the Services, the final report or final statement. The Agency shall thereupon promptly make any necessary corrections,

and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer 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 Agency to the Employer within thirty (30) days after receipt by the Agency of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.

- (e) No additional payment will be given to the Agency during the period of Extension of Time (EOT).
- (f) All payments under this Contract shall be made to the account of the Agency specified in the SC.

## **7. Responsibility for Accuracy of Project Documents**

### **7.1 General**

The Agency shall be responsible and liable for accuracy of the data collected, by him directly or procured from other agencies/authorities, the reports and all other details prepared by him as part of these services. He shall indemnify the Employer against any inaccuracy in the work. In case of **any omission** during data collection by the Agency, they shall be responsible for correcting, at his own risk and cost.

### **7.2. Retention Money**

An amount equivalent to 5% of the contract value shall be retained at the end of the contract for accuracy of report submitted and the same will be released after 6 months from completion of services. The retention money will however be released by the Employer on substitution by Bank Guarantee of the same amount valid up to the period as above.

### **7.3. Penalty for delay.**

In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 5% of the contract value will be imposed and shall be recovered from payments due/performance security. However in case of delay due to reasons beyond the control of the Agency, suitable extension of time will be granted.

## **7.4 ACTION FOR DEFICIENCY IN SERVICES**

### **7.4.1 Agency liability towards the Employer**

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

### **7.4.2 Warning / Debarring**

In addition to the penalty for delay as mentioned in paragraph 7.3, warning may be issued to the erring Agency for minor deficiencies. In the case of major deficiencies involving time and cost overrun and adverse effect on reputation of UK BRIDCUL, other penal action including debarring for certain period may also be initiated as per policy of BRIDCUL.

## **8. FAIRNESS AND GOOD FAITH**

### **8.1 Good Faith**

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

### **8.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## **9. SETTLEMENT OF DISPUTES**

### **9.1 Amicable Settlement**

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

### **9.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

## **10. CHANGE OF SCOPE**

During the course of services in case it is considered necessary to increase/decrease the scope of services(**on account of variation of total length of project from the indicative length** as given at Annexure-I of Instructions to Bidders (ITB) of the RFP) by the Employer, the same shall be notified by Change of scope notice.

## **SPECIAL CONDITIONS OF CONTRACT**



## **SPECIAL CONDITIONS OF CONTRACT**

### **Number of GC Clause**

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

1.1(a) The words “**in the Government’s country**” are amended to read “**in INDIA**”

1.4 The language is: **English**

1.6.1 The addresses are:

**For the Employer:**                      **General Manager**

**BRIDCUL, Uttarakhand**

**For the Agency/ Firm:**              **Name:**

**Designation:**

**Address:**

**Tel:**

**Fax:**

**E-mail address:**

1.6.2 Notice will be deemed to be effective as follows:

(a) when delivered in person to an authorized representative of the Party to whom the communication is addressed, on delivery;

1.8 The Authorized Representatives are:

**For the Employer:**                      **General Manager,**

**BRIDCUL, Uttarkhand,**

**For the Agency:**                      **Name:**

**Designation:**

1.9 The Agency and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws (prevailing 7 days before the last date of submission of bids) during life of this contract and the Employer shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.1 **The effectiveness conditions are the following:**

a) The Agency will furnish within 7 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or any Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 crores as per latest Annual Report of the Bank. The BG shall be furnished for an amount equivalent to 10% of the total contract value to be received by the Agency towards Performance Security valid for a period of one year beyond the date of completion of services. The Bank Guarantee will be released by BRIDCUL upon completion of services (i.e. date of issue of certificate for completion of services by the Employer to the Agency). If an Agency fails to

submit the Performance Security (as specified above), it shall attract penalty – encashment of Bid Security submitted by the Agency.

- b) The contract has been signed by both parties.
  - c) Date of signing of Agreement will be the “**Effective Date**”.
- 2.2 The time period shall be “fifteen days” or such other time period as the parties may agree in writing.
- 2.4 The time period shall be **seven (7) months** or such other time period as the parties may agree in writing.
- 3.4 Limitation of the Agency’s Liability towards the Employer.
- (a) Except in case of negligence or willful misconduct on the part of the Agency or on the part of any person or firm acting on behalf of the Agency in carrying out the Services, the Agency, with respect to any damage caused by the Agency to the Employer’s property, shall not be liable to the Employer:
    - (i) for any indirect or consequential loss or damage; and
    - (ii) for any direct loss or damage that exceeds **(A)** For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Agency hereunder, OR **(B)** the proceeds, the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of **(A) or (B) is higher**.
  - (b) This limitation of liability shall not affect the Agency’s liability, if any, for damage to Third Parties caused by the Agency or any person in carrying out the Services.
- 3.5 The risks and the coverage shall be as follows:
- a)
    - (i) The Agency shall provide to BRIDCUL Professional Liability Insurance (PLI) for a period of **six (6) months** beyond completion of services or as per Applicable Law, whichever is higher.
    - (ii) The Agency will maintain at its expense PLI including coverage for errors and omissions caused by Agency’s negligence in the performance of its duties under this agreement, **(A)** For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Agency hereunder OR **(B)** the proceeds, the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of **(A) or (B) is higher**.
    - (iii) The policy should be issued only from an Insurance Company operating in India.
    - (iv) The policy must clearly indicate the limit of indemnity in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy” (AOP) and in no case should be for an amount less than stated in the contract.
    - (v) The contract may include a provision whereby the Agency does not cancel the policy midterm without the consent of BRIDCUL. The insurance company may provide an

undertaking in this regard.

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

3.9 The Agency shall not use these documents for purposes unrelated to this contract without the prior written approval of the Employer.

6.1 (b) The **ceiling amount i.e. Contract Amount** in local currency is **Rs. ....(Excluding GST)**.

6.3 (c) The interest rate is: Prevailing State Bank of India Prime Lending Rate (PLR) at the time of claims.

6.3 (f) The account is: **(Account Details of the Agency)**

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

#### 9.2.1 **Selection of Arbitrators**

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

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the president, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Employer and the Agency shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the later of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- (c) If, in a dispute subject to Clause SC 9.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

#### 9.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996 (as amended), of India as in force on the date of this Contract.

#### 9.2.3 Substitute Arbitrators

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

#### 9.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 9.2.1 hereof shall be a recognized legal or technical expert with extensive experience in relation to the matter in dispute.

#### 9.2.5 Miscellaneous

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in DEHRADUN of Uttarakhand State.
- (b) The English language shall be the official language for all purposes; and [Note: English language may be changed to any other Language, with the agreement of both the Parties.]
- (c) The decision of the sole arbitrator or of a arbitral tribunal shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
- (d) The amount payable per Arbitrator shall be as per **Government of Uttarakhand Memo No. 471/ III (2)-19-41 (रिट0याचिका0)/ 2013 dated 28.01.2020.**

✓ IL(P)/Estt

MRD  
01.12.2020  
अयाज अहमद  
मुख्य अभियन्ता स्तर-1 (50-2)

उत्तराखण्ड शासन, 3/2/2020  
लोक निर्माण अनुभाग-2  
संख्या 471/III(2)-19-41(रिटोयाचिका)/2013  
देहरादून: दिनांक 28 जनवरी, 2020

SSO(Estt)

MRD  
01.12.2020  
अयाज अहमद  
मुख्य अभियन्ता स्तर-1 (50-2)

### कार्यालय ज्ञाप

विषय:- लोक निर्माण विभाग के अन्तर्गत विवादों की मध्यस्थता हेतु नियुक्त मध्यस्थताओं को मानदेय दर की अनुमन्यता का पुनर्निर्धारण।

कार्यालय ज्ञाप संख्या 6073/III(2)/15-41(रिटोया0)/2013 दिनांक 06.08.2015 एवं कार्यालय ज्ञाप संख्या 3887/III(2)/18-41(रिटोया0)/2013 दिनांक 31 जुलाई, 2018 के द्वारा लोक निर्माण विभाग के अन्तर्गत विवादों की मध्यस्थता हेतु नियुक्त मध्यस्थों (Arbitrators) हेतु अनुमन्य मानदेय की दरें निर्धारित की गयी थी।

2- वर्तमान में मध्यस्थताओं की उचित मानदेय की दरें निर्धारित किये जाने की आवश्यकता को देखते हुए समुचित विचारोपरान्त उक्त कार्यालय ज्ञाप दिनांक 06 अगस्त, 2015 एवं 31 जुलाई, 2018 को अधिकृत करतें हुए नियुक्त सेवानिवृत्त/सेवारत न्यायाधीशों एवं अधिकारियों को मध्यस्थ के रूप में कार्य करने के लिए मानदेय की निम्नानुसार संशोधित दरें श्री राज्यपाल महोदय सहर्ष अनुमन्य करते हैं:-

| S.No. | Sum in dispute                                 | Fees                                                                                                     |
|-------|------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| 1     | Up to Rs. 5.00 Lakh                            | 6% of Claim subject to max limit Rs. 30.00 thousand.                                                     |
| 2     | Above Rs.5.00 Lakh and up to Rs. 20.00 Lakh    | Rs. 30,000 + 2.5 % of claim amount over and above Rs. 5.00 Lakh subject to max limit Rs. 60.00 thousand. |
| 3     | Above Rs. 20.00 Lakh and up to Rs. 1.00 Crore  | Rs. 67,500 + 2.0 % of claim amount over and above Rs. 20.00 Lakh subject to max. limit Rs. 2.00 lakh     |
| 4     | Above Rs. 1.00 Crore and up to Rs. 10.00 Crore | Rs. 2,27,000 + 0.8 % of claim amount over and above Subject to max. limit Rs. 6.00 Lakh                  |
| 5     | Above Rs. 10.00 Crore up to Rs. 20.00 Crore    | Rs. 9,47,000 + 0.50% of claim amount over and above Subject to max. limit Rs. 12.00 Lakh.                |
| 6     | Above Rs. 20.00 Crore                          | Rs. 14,47,000 + 0.30% of claim amount over and above subject to max. limit Rs.18.00 Lakh                 |

3- रु0 1.00 करोड़ की धनराशि तक के विवादों में 06 माह के भीतर (आर्बीट्रेटर की पहली बैठक से गणना) तथा रु0 1.00 करोड़ से अधिक की धनराशि के विवादों में 09 माह के भीतर अवार्ड के निर्माण और प्रकाशन के लिए समय सीमा निर्धारित होगी।

4- आर्बीट्रेटर के मानदेय का भुगतान दो किस्तों में किया जायेगा, जिसमें आधा एक किस्त अवार्ड के पहले तथा शेष आधा दूसरी किस्त अवार्ड के बाद दी जायेगी। आर्बीट्रेटर पर व्यय दोनों पक्षों द्वारा वहन किया जायेगा।

5- आर्बीट्रेटर वादों में पक्षों द्वारा 01 प्रतिशत धनराशि सिक्योरिटी के रूप में पहले से जमा की जायेगी। आर्बीट्रेशन वाद में आर्बीट्रेशन की कार्यवाही प्रारम्भ होने के बाद दोनों पक्षों के मध्य पारस्परिक सहमति से विवाद हल होने की स्थिति में भी आर्बीट्रेटर पर व्यय दोनों पक्षों द्वारा वहन किया जायेगा। फर्जी आर्बीट्रेशन विवाद की पुष्टि होने पर वादी द्वारा सिक्योरिटी के रूप में जमा की गई धनराशि जब्त कर ली जायेगी।

6- उपर्युक्त आदेश वित्त विभाग के अशासकीय संख्या-710/XXVII(2)/2019-20 दिनांक 22 जनवरी, 2020 के द्वारा प्राप्त सहमति के अनुक्रम में निर्गत किये जा रहे हैं।

(ओम प्रकाश)  
अपर मुख्य सचिव

सं०:- 471 / III(2)-19-41(रिट0याचिका) / 2013 तददिनांकित  
प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

- 1 महालेखाकार, उत्तराखण्ड, देहरादून।
- 2 समस्त अपर मुख्य सचिव/प्रमुख सचिव/सचिव/प्रभारी सचिव, उत्तराखण्ड शासन।
- 3 प्रमुख अभियन्ता, लोक निर्माण विभाग, उत्तराखण्ड, देहरादून।
- 4 समस्त मुख्य अभियन्ता, लोक निर्माण विभाग, देहरादून।
- 5 समस्त अधीक्षण/अधिशाली अभियन्ता, लोक निर्माण विभाग, उत्तराखण्ड।
- 6 वित्त अनुभाग-2, उत्तराखण्ड शासन, देहरादून।
- 7 लोक निर्माण अनुभाग-1 व 3।
- 8 गार्ड फाईल।

कार्यालय  
प्रमुख अभियन्ता एवं विभागाध्यक्ष  
लोक निर्माण विभाग, उत्तराखण्ड  
देहरादून

आज्ञा से,  
(एस0एस0 टोलिया)  
संयुक्त सचिव

पृ० सं० 168/44 आर्वा (चिंथाप्री की) 2020 दिनांक 03/02/2020  
प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही

हेतु प्रेषित,

1 समस्त क्षेत्रीय मुख्य अभियन्ता सं० 300/रुन्डी0वी देहरादून।

पंजी। उत्प्रेषण। इन्डुस्त्री,

2 समस्त अधीक्षण औ० लि० लि० दूध आधारा से प्रेषित  
के अपने अधीनस्थ खंडों के प्रसारित कैसे का कष्ट करें,

(वाई0एस0 रावल)  
मुख्य प्रशासनिक अधिकारी

## **Appendix A**

**Terms of reference** containing, inter-alia, the Description of the Services and Reporting Requirements

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## **Appendix B**

Agency's Key Personnel and Sub Professional Personnel Details, Task assignment, work programme, qualification requirements of key personnel, schedule for submission of reports

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**Appendix C**  
**Cost Estimate**

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**Appendix D**  
**Copy of letter of invitation**

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**Appendix E**  
**Copy of letter of acceptance**

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## Appendix - F

### Format for Bank Guarantee for Performance Security

#### BANK GUARANTEE FOR PERFORMANCE SECURITY

To,

**The Project Manager,  
BRIDCUL, Unit- Dehradun ,  
Uttarakhand**

In consideration of “**BRIDCUL**(Bridge, Ropeway, Tunnel and other infrastructure development corporation of Uttarakhand limited ), (hereinafter referred as the “Employer”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....having its office at .....(Hereinafter referred to as the “Agency” which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Employer’s Contract Agreement no. / Letter of Acceptance No. .... dated..... and the same having been unequivocally accepted by the Agency, resulting in a Contract valued at Rs. ..../- (Rupees.....) excluding GST for “**Concurrent Evaluation of Construction Work under Scheme for** under CRIF Scheme to State for Capital Expenditure in Uttarakhand in the District of \_\_\_\_\_ in the State of Uttarakhand” (Hereinafter called the “Contract”), and the Agency having agreed to furnish a Bank Guarantee to the Employer as “Performance Security” as stipulated by the Employer in the said contract for performance of the above Contract amounting to Rs. ..../- (Rupees.....).

We, .....having registered office at ....., a body registered/constituted under the .....(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand any or, all money payable by the Agency to the extent of Rs. ....(Rupees.....) as aforesaid at any time up to .....without any demur, reservation, contest, recourse or protest and/or without any reference to the Agency. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Agency 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 Employer discharges this guarantee.

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

its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer 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 Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that the Employer may have in relation to the Agency's liabilities.

Notwithstanding anything contained herein,

- a) Our liability under this Bank Guarantee is limited to `.....  
(Rupees.....) and it shall remain in force up to and including .....and shall be extended from time to time for such period as may be desired by M/s....., on whose behalf this guarantee has been given.
- b) This Bank Guarantee shall be valid up to .....
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(date of expiry of Guarantee).

(Signature of the Authorized Official)

(Name & Designation with Bank Stamp)

**NOTE:**

- (i) *The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).*
- (ii) *The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.*
- (iii) *The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard)*